employment & labour
Department:
Employment and Labour
REPUBLIC OF SOUTH AFRICA

UIF
WORKING FOR YOU

REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OFFSITE RECORDS STORAGE TO THE UNEMPLOYMENT INSURANCE FUND FOR A PERIOD OF THIRTY-SIX (36) MONTHS

TENDER NUMBER	:	**UIF07/2026/2027**
DATE ISSUED	:	**06 November 2026**
CLOSING DATE AND TIME	:	**27 November 2026 AT 11h00**
BID VALIDITY PERIOD	:	**120 Calendar days**
TENDER BOX ADDRESS	:	Unemployment Insurance Fund ABSA TOWERS Ground Floor 230 Lillian Ngoyi Street Pretoria 0002
TENDER BRIEFING SESSION	:	**Refer to paragraph 4 on page 4**



INDEX

1.	BID PROCEDURES AND APPLICABLE LEGISLATION	p 02
2.	PROPOSAL SUBMISSION CHECKLIST	p 25
3.	SCOPE OF WORK AND TECHNICAL REQUIREMENTS	p 27
4.	ANNEXURE A	p 34
5.	ANNEXURE B	P 36
6.	ANNEXURE C	p 40
7.	ANNEXURE D	p 43
8.	ANNEXURE E	p 48
9.	ANNEXURE F	p 52
10.	ANNEXURE G	p 56





A BID PROCEDURES AND APPLICABLE LEGISLATION

1. INTRODUCTION

The Unemployment Insurance Fund (UIF) is a schedule 3A public entity in terms of the Public Finance Management Act (PFMA), Act 1 of 1999. The supreme mandate of the Unemployment Insurance Fund (UIF) is derived from section 27(1) (c) of the Constitution of the Republic of South Africa. The Unemployment Insurance Fund provides social security to its contributors in line with section 27(1) (c) which states that “everyone has the right to social security”.

The mandate of the Unemployment Insurance Fund is stated in the Unemployment Insurance Act, No 63 of 2001 (as amended). The Unemployment Insurance Fund was established in terms of section 4(1) of the Unemployment Insurance Act. The Act empowers the Unemployment Insurance Fund to register all employers and employees in South Africa and pay those who qualify for unemployment insurance benefits.

2. PURPOSE OF THIS REQUEST FOR PROPOSALS (RFP)

The purpose of this Request for Proposal (RFP) is to solicit proposals from potential bidders to provide for a service provider to render Offsite Records storage to the Unemployment Insurance Fund for a period of thirty-six (36) months.

The Fund will appoint a company that has storage facilities nationwide and that specialises in document storage. This document details and incorporates, as far as possible, the tasks and responsibilities that will be required by the Unemployment Insurance Fund for the provisioning of the required off-site records storage facilities. This RFP does not constitute an offer to do business with the Unemployment Insurance Fund but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.



3. LEGISLATIVE FRAMEWORK OF THE BID

3.1 Tax Legislation

In terms of National Treasury Instruction No. 09 of 2017/18, no tender may be awarded to any bidder whose Tax matters have not been declared by the South African Revenue Services (SARS) to be in order. Therefore, bidders must provide the Fund with the tax compliance PIN or the MAAA number obtainable when registering on the CSD. This is required in order for the Fund to verify the tax status of a bidder as part of the tender proposal. The bidder must also ensure that all sub-contractors (if applicable) are tax compliant.

It must be noted that bidders must not only be compliant when submitting a proposal to the Unemployment Insurance Fund but must remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

3.2 Unemployment Insurance Act, 63 of 2001 (as amended)

The mandate of the Unemployment Insurance Fund is stated in the UIA. The UIF was established in terms of section 4(1) of the UIA No 63 of 2001 (as amended). The Act empowers the UIF to register all employers and employees in South Africa and pay those who qualify for unemployment insurance benefits.

3.3 Procurement Legislation

The Unemployment Insurance Fund has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000), and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003), and the Unemployment Insurance Fund Act and the State Information Technology Agency Act, 1998 (Act No. 88 of 1998), as amended.

3.4 Technical Legislation and/or Standards

Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the required services.



4. BRIEFING SESSION

A virtual briefing and clarification session will be held **12 November 2026 AT 11:00** via Microsoft Teams Meeting. **Meeting ID**: 362162819175472 **Passcode**: 4PH65mj3 to clarify to bidder(s) the scope and extent of work to be executed by the bidder. **Attendance is optional but highly recommended.** Bidders who wish to attend the session should provide their email addresses to **UIFTenders@labour.gov.za.** A link to the virtual session will be provided to all bidders who provided their email addresses before **11 November 2026 AT 10:00**

5. CLARIFICATION QUERIES

Bidders may raise any clarification queries and forward these via email to **UIFTenders@labour.gov.za**. The final date and time for receipt of clarification queries is **19 November at 11:00**.

The UIF undertakes to respond to all queries duly received by **23 November 2026 at 11h00**. All clarification queries received and responses provided will be uploaded on the National Treasury E-Tender Portal, the Government Tender Bulletin (if available) and the Department of Labour and Employment (DEL) website up to three (3) working days before the closing of the bid, unless there is a compulsory tender briefing session. Responses to clarification queries will only be emailed to those bidders who attended the compulsory session when applicable.

6. TIMELINE OF THE BID PROCESS

The period of validity of the tender and the withdrawal of offers, after the closing date and time, is one hundred and twenty (120) calendar days commencing from the tender closing date. Should it, under exceptional circumstances, be necessary to extend the validity period, bidders will be requested well in advance to agree to such extension. **Non-responsiveness by bidders to the Fund's request for extension of validity periods will be interpreted as acceptance by the bidder of the terms of the extension.**



The project timeframes of this bid are set out below:

Table 1

Activity	Due Date
Advertisement of bid on National Treasury's E-tender portal, the Government Tender Bulletin (if available) and the DEL website:	**06 November 2026**
Briefing session, if applicable:	**12 November 2026**
Closing date for questions from prospective bidders relating to the Bid:	**19 November 2026**
Bid/Tender closing date:	**27 November 2026**

Prospective bidders must also take note of the following:

6.1 All dates and times in this bid document are South African standard time.

6.2 Any time or date in this bid is subject to change at the Unemployment Insurance Fund's discretion.

6.3 The establishment of a time or date in this bid does not create an obligation on the part of the Unemployment Insurance Fund to take any action or create any right in any way for any bidder to demand that any action is taken on the date established.

6.4 The bidder accepts that, if the Unemployment Insurance Fund extends the deadline for the submission of bids (the Closing Date) for any reason, the requirements of this bid will apply equally to the extended deadline.

7. CONTACT AND COMMUNICATION

7.1 Bidder(s) can make enquiries in writing: e-mail **UIFTenders@labour.gov.za** regarding this bid, before the closure of the bid.

7.2 The delegated office of the Unemployment Insurance Fund may communicate with bidders where clarity is sought regarding the bidding process or the specifications as set out in this document, provided that such communication takes place prior to the closing date of the bid.

7.3 Bidders must note that communication with an official or a person acting in an advisory capacity for the Unemployment Insurance Fund in respect of the bid is discouraged between the closing date and the award of the bid.

7.4 Communication during this stage of the bid process can only take place between officials from the Fund and bidders in writing.

7.5 Whilst all due care has been taken in connection with the preparation of this bid, the Fund makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. The Unemployment Insurance Fund, and its employees and advisors, will not be liable with respect to any information communicated that may not be accurate, current or complete.

7.6 If bidders find or reasonably believe they have found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the Unemployment Insurance Fund (other than minor clerical/administrative matters), such bidders must promptly notify the Fund in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the Fund an opportunity to consider what corrective action is necessary (if any).

7.7 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the Unemployment Insurance Fund will, if possible, be corrected and provided to all bidders without attribution to the bidders who provided the written notice.

7.8 All persons (including bidders obtaining or receiving the bid and any other information in connection with the bid or the tendering process) must keep the contents of the bid and other such information confidential and not disclose or use the information except as required for the purpose of developing a tender proposal in response to this bid.

8. LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid document, will not be accepted for consideration and, where practical, will be returned unopened to the bidder(s). In terms of the Fund's policies, the closing time for all tenders is 11h00.



9. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by Bidders or qualifying any bid conditions may result in the invalidation of such bids.

10. FRONTING

10.1 Government supports the spirit of broad-based black economic empowerment and recognises that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background, the Government condemn any form of fronting.

10.2 Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established, the onus would be on the bidder/contractor to prove that fronting does not exist. Failure to do so within a period of fourteen (14) working days from the date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten (10) years. This is in addition to any other remedies the Unemployment Insurance Fund may have against the bidder/contractor concerned.



11. SUPPLIER DUE DILIGENCE

The Unemployment Insurance Fund reserves the right to conduct supplier due diligence prior to the final award or at any time during the contracting period to determine whether a bidder has the capability and ability to execute the contract. In this regard, the Fund may choose to conduct site visits and/or perform risk profile analysis and/or undertake financial viability exercises. Contractual arrangements may include the results of the due diligence audit.

12. SUBMISSION OF PROPOSALS

Bidders must take note of the following regarding the submission of proposals/bids:

12.1 Bid documents **must be sealed** and placed in the tender box at the aforesaid address on or prior to the closing date and time of the bid as indicated in this document. The responsibility to submit proposals before the bid closure date and time rests with the bidder. Bidders are therefore encouraged to ensure the method of delivery that they use for their respective bids will result in a timeous proposal submission in the UIF tender box.

12.2 Bid documents will only be considered if received by the Unemployment Insurance Fund and placed in the tender box prior to the closing date and time.

12.3 Bidders must complete and sign the bid register when placing a bid in the tender box.

12.4 The bidder(s) are required to submit only one (1) original sealed proposal per company with two (2) exact copies of the original proposal by the closing date. Each file must clearly indicate whether it is the original or a copy and be **sealed** separately for ease of reference during the evaluation process. **The bidders must ensure that original proposals are complete and that copies are exact replicas of the original.**

12.5 Files must clearly indicate the bidder's company name and details on each file cover.

12.6 **All bids must be completed in non-erasable ink.** Bidders are requested to initial each page of the tender document in the bottom right-hand corner. **All mistakes made within the bid proposal should also be initialled. In addition, all pages in the bid submission tender document should be numbered.**



12.7 For ease of reference during the evaluation process, **it is of utmost importance that bidders compile their proposals in the format as specified in Table 2 below:**

Table 2

File Content
Section 1: **Documents listed in Table 4, except for the pricing and specific goal documentation listed in Section 2 below.**
Section 2: • **SBD3.1 form – Pricing Schedule (Annexure D)** • **An original valid B-BBEE Certificate or a certified copy thereof issued by a verification agency accredited by SANAS or an affidavit if applicable whichever is applicable to the bidder.** • **A current valid CIPC certificate together with copies of the IDs of the directors who hold ownership.**
Section 3: • **Company Profile** • **Supplementary information such as Joint Venture Agreement(s) (if applicable); Sub-contracting Agreement(s) (if applicable); etc.**
Section 4: **Financial information as listed in paragraph 15.5**
Section 5: • **Technical mandatory bid requirements are listed under PART B - Specification and Scope of Work.** • **Response to functionality criteria as indicated in Annexures A and B**
Section 6: **All other documents**

13. DURATION OF THE CONTRACT

The successful bidder will be appointed for a maximum period of thirty-six (36) months.

14. VETTING OF SERVICE PROVIDERS

The successful bidder(s) will be security screened (vetted) prior to the commencement of the contract. Therefore, bidders must include copies of the Identity Documents (ID) of the persons who own, manage and control the company.

Bidders will be vetted in line with the Department of Employment and Labour (DEL) / UIF policies.

15. EVALUATION AND SELECTION CRITERIA

15.1 MINIMUM STANDARDS

The Fund has set minimum standards (Phases) that a bidder needs to meet to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Table 3

Phase 1	Phase 2	Phase 3
Primary review of mandatory and other bid requirements	**Technical Compliance**	**Price and Specific Goals**
Bidders must submit the documents as outlined in paragraph -15.2 (Table 4) below. Only bidders that comply with these requirements will be evaluated in Phase 2.	Bidder(s) are required to achieve a minimum of 70 points out of 100 points for the technical evaluation criteria to proceed to Phase 3 (Price and Specific Goals).	Bidder(s) will be evaluated in terms of paragraph 15.4 of this bid document for price and applicable specific goals.



15.2 PHASE 1 – PRIMARY REVIEW OF MANDATORY AND OTHER BID DOCUMENTS

Without limiting the generality of the Fund's other critical requirements for this Bid, bidder(s) **must** submit the documents listed in **Table 4** below.

All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase, bidder responses will be reviewed to establish compliance with the listed administration and mandatory bid requirements.

Table 4

Bidders must submit all documents and information as per the table below. In order to avoid disqualification, it is imperative that bidders MUST familiarise themselves with the notes at the bottom of the table.

Documents that must be submitted	**Non-submission will result in disqualification**	
Invitation to Bid – SBD 1 ***(Annexure C)***	No	Complete and sign the supplied pro forma document
• **SBD 3.1 -** Pricing Schedule ***(Annexure D)***	*Yes	Bidders must Indicate the total tender price (inclusive of all applicable taxes) for the duration of the contract period on the SBD 3.1 – Pricing Schedule
Bidder's disclosure – SBD 4 ***(Annexure E)***	*Yes	Bidders must disclose all CSD-registered active companies linked to all Directors.
Preference Point Claim Form – SBD 6.1 ***(Annexure F)***	No	Complete and sign the supplied pro forma document. Bidders must also indicate the specific goal points claimed under Table 1 of the SBD 6.1 form.



Documents that must be submitted	Non-submission will result in disqualification	
Registration on Central Supplier Database (CSD)	No	The bidders must be registered as service providers on the Central Supplier Database (CSD). Bidders who are not registered must proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. The proof is the registration certificate received from the CSD indicating the unique vendor number issued.
Tax Compliance Status PIN	**No	Bidders must provide a tax compliance status PIN or the MAAA number obtainable when registering on the CSD in order for the Fund to verify the tax status of all bidders who submitted proposals.

***Important note*:**

*** SBD 3.1 - Pricing Schedule *(Annexure D). The total price as per SBD 3.1 (Annexure D) will be considered by the Fund as the "price" for this tender and will be utilized in order to calculate points for Price and specific goals, and a bidder is expected to submit only one SBD 3.1 with one total bid price. Non-submission of an SBD 3.1 or an SBD 3.1 without a total bid price in the bid proposal will lead to immediate disqualification.***

****SBD 4- Bidder's disclosure (Annexure E). Failure to disclose all CSD-registered active companies linked to all Directors will lead to immediate disqualification.***

****Failure by a bidder to be tax compliant at the award stage or to have written proof from SARS to verify their tax compliance status, or the arrangement the bidder has made with SARS to meet outstanding tax obligations, will lead to disqualification.***



Type tex

Type text here

Type text here

<u>TECHNICAL MANDATORY DOCUMENT REQUIREMENTS</u> ARE LISTED UNDER PART B – TECHNICAL SPECIFICATION AND SCOPE OF WORK OF THIS BID DOCUMENT AND NON-SUBMISSION OF THESE DOCUMENTS WILL LEAD TO IMMEDIATE DISQUALIFICATION.

15.3 PHASE 2 - TECHNICAL/FUNCTIONAL COMPLIANCE

All bidders are required to respond to the technical evaluation criteria scorecard (refer to ***Annexure A and B*** and primary criteria checklist (refer to Table 4).

Only Bidders that have met the Primary Criteria in **Phase 1** will be evaluated in **Phase 2** for functionality. Functionality will be evaluated in **Phase 2** as follows:

Bidders will be evaluated out of 100 points in respect of their expertise in the relevant field. Any bidder that scores less than 70 points out of 100 on functionality shall not be considered for **Phase 3** of the evaluation process.

Refer to Annexure B for the detailed scoring guideline on the applicable evaluation criteria that will apply.

15.4 PHASE 3 - PRICE AND SPECIFIC GOAL EVALUATION (80/20)

Only Bidders that have met the 70-point threshold in **Phase 2** will be evaluated in **Phase 3** for Price and Specific Goals. Price and Specific Goals will be evaluated as outlined in the paragraphs below.

It is <u>foreseen</u> that the value of this bid will not exceed R50 million. Therefore, in terms of regulation 4 of the Preferential Procurement Regulations 2022 pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

Price: 80

Bidders must ensure that a comprehensive and relatively competitive bid price inclusive of VAT and all other related costs are submitted in terms of the price/rates proposal. The quoted price must be for the full duration of the contract period.

Type text here

Bidders MUST also complete the enclosed SBD 3.1 – Pricing schedule (Annexure D) that forms part of the tender pack provided to all bidders.

Specific Goals: 20

Bidders will score a minimum of 0 (zero) points and a maximum of 20 (twenty) points, depending on their Specific Goal score.

- The bid price (maximum 80 points)
- Specific Goal score (maximum 20 points)

Stage 1 – Price Evaluation (80 Points)

The following formula will be used to calculate the points for price:

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where:

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

However, if it becomes unclear during the bidding process which preference point system will be applicable, then either the 80/20 or the 90/10 preference point system will apply, based on the lowest acceptable bid which will determine the applicable preference point system that will be used.

Stage 2 – Specific Goal Evaluation (20 Points)

Specific Goal Points allocation

A maximum of 20 points may be allocated to a bidder for attaining the required specific goals in accordance with the table below:



Type text here

Table 5

Specific goals	**20 points allocation based on 80/20**	**The specific goals applicable to this tender** [Mark with "X" in the relevant block and ensure that the total adds up to 20 points]	**Evidence/Proof requirements** [Refer to paragraphs (a) to (d) below Table 5 for detailed descriptions]
1. Black ownership (100%)	10	**X**	(a) & (b)
2. Women ownership (51-100%)	5	**X**	(b)
3. Youth ownership (51-100%)	3	**X**	(b)
4. Disability (51-100%)	2	**X**	(d)
5. EME/QSE black-owned (51 - 100%)	5		(a) & (b)
6. Township and Rural Development	5		(c)
7. EME/QSE women owned (51-100%)	5		(b)
8. EME/QSE youth owned (51-100%)	5		(b)
9. Military Veteran ownership (100%)	5		(e)
10. Co-operatives	10		(b)

Specific goal points will be allocated to bidders on submission of the following documentation or evidence:

(a) An original valid B-BBEE Certificate or a certified copy thereof issued by a verification agency accredited by SANAS or a sworn affidavit if applicable whichever is applicable to the bidder.

(b) A current valid CIPC certificate together with copies of the IDs of the directors who hold ownership.

(c) Municipal rates and taxes statements not older than three (3) months from the date of advertisement with physical business address of the bidder, must be attached to the proposal. In the case of rented facilities where no rates and taxes statements are available in the name of the bidder, a copy of a valid lease agreement for the rented facility must be attached as evidence.

Bidders must note that physical site-inspections may be conducted to verify addresses provided.

(d) A doctor's letter on a doctor's letterhead indicating the applicable International Disability Code 10 (IDC10).

Type text here



(e) Proof of status as Military Veteran – must be registered on the central database for military veterans of the Department of Military Veterans.

Table 6

Classification of different enterprises

Classification	Turnover
Exempted Micro Enterprise (EME)	Below R10 million p.a.
Qualifying Small Enterprise (QSE)	Between R10 million and R50 million p.a.
Generic Enterprise (Large Businesses)	Greater than R50 million p.a.

Joint Ventures and Consortiums

A trust, consortium or joint venture, will qualify for points for their specific goal points, provided that the trust, consortium or joint venture submits the following documents or evidence

Non-compliance will lead to a zero score under the relevant specific goal.

Stage 3 (80 + 20 = 100 points)

The Price and specific goal points will be consolidated.



15.5 FINANCIAL ANALYSIS

A Financial Analysis will be conducted on the qualifying bidder(s) after the completion of Pricing and specific goal evaluation.

As a minimum requirement, the bidder must submit confirmation of its financial soundness. This could be done through one of the following options:

(i) audited financial statements signed by the relevant parties; or
(ii) through a letter signed by the CEO/ CFO indicating the financial position.
The information provided must cover the last full financial year.

In the case of an unincorporated Joint Venture (JV), the separate audited annual financial statements of the last full financial year of all the entities forming part of the JV should be submitted. A copy of the JV legal agreement detailing the percentage ownership of each entity should also be included in the submission. Incorporated JVs must submit financial statements in the name of the incorporated JV entity.

Note should be taken that the successful bidder(s) might be required to submit audited financial statements during the contract period should the Fund deem it necessary to mitigate any risks that may arise during this period.

16. GENERAL CONDITIONS OF CONTRACT

Any award made to a bidder(s) under this bid is conditional, amongst others, upon:

16.1 The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract (refer to ***Annexure G***) as the minimum terms and conditions upon which the Fund is prepared to enter into a contract with the successful bidder(s); and

16.2 By submitting a proposal, a bidder accepts the conditions as contained in the General Conditions of Contract ***(Annexure G).***

17. CONTRACT PRICE ADJUSTMENT/ANNUAL ESCALATION

Annual escalations should be CPI related as published by Stats SA and other legislative taxes.



18. SERVICE LEVEL AGREEMENT / CONTRACT

18.1 Upon award of the tender, the Fund and the successful bidder(s) will conclude a contract / service level agreement regulating the specific terms and conditions applicable to the goods and/or services being procured by the Fund.

18.2 The bid specifications of this bid will form an integral part of the contract / service level agreement tender document and therefore bidders must clearly indicate in their proposals whether the specific goods and/or services offered are according to specification or not.

19. SPECIAL CONDITIONS OF THIS BID

The Fund reserves the right:

19.1 not to award or to cancel this tender (i) should there be no longer a need for the goods/services; (ii) funds are no longer available to cover the total envisaged expenditure; (iii) no acceptable bid is received; and (iv) there is a material irregularity in the tender process.

19.2 to negotiate a market-related price with a bidder in accordance with the provisions of the UIF's SCM Policy provisions.

19.3 to accept part of a tender rather than the whole tender.

19.4 to carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.

19.5 to correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process;

19.6 to conduct Financial Analysis only on the recommended bidder(s) after completion of the pricing and specific goal evaluation stage. In this regard bidders are referred to paragraph16.5 of this bid which outlines the financial documentation required from bidders.

19.7 not to award the tender to the bidder whose financial matters are not in order.

19.8 award to multiple bidders to spread the risk.



Type text here

19.9 The fund will apply a penalty for failure to finalise the implementation plan on the stipulated time (2.5% of the value of the contract).

20. THE FUND REQUIRES BIDDER(S) TO DECLARE

In the Bidder's Technical response, bidder(s) are required to declare the following:

Confirm that the bidder(s) is to –

20.1 act honestly, fairly, and with due skill, care and diligence, in the interests of the Fund;

20.2 have and employ effectively the resources, procedures and appropriate technological systems and equipment for the proper performance of the services;

20.3 act with circumspection and treat the Fund fairly in a situation of conflicting interests;

20.4 comply with all applicable statutory or common law requirements applicable to the conduct of business;

20.5 make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with the Fund;

20.6 avoidance of fraudulent and misleading advertising, canvassing and marketing;

20.7 conduct their business activities with transparency and consistently uphold the interests and needs of the Fund as a client before any other consideration; and

20.8 to ensure that any information acquired by the bidder(s) from the Fund will not be used or disclosed unless the written consent of the client has been obtained to do so.



Type text here

21. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

The Fund reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of the Unemployment Insurance Fund or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity") -

21.1 engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;

21.2 seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

21.3 makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the Fund’s officers, directors, employees, advisors or other representatives;

21.4 makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

21.5 accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;

21.6 pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;

21.7 has in the past engaged in any matter referred to above; or



21.8 has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

Furthermore, a tenderer may be considered to have a conflict of interest with one or more parties in this tendering process, if:

(a) they have a controlling partner/majority shareholder in common; or
(b) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the tender/proposal of another tenderer or influence the decisions of the UIF regarding this bidding process.

A Tenderer must not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified.

22. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

22.1 The bidder should note that the terms of this bid will be incorporated in the proposed contract with the successful bidder by reference, and that the Fund relies upon the bidder's response to this bid as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

22.2 It follows therefore, that misrepresentations in a bid response / proposal may give rise to service termination and a claim by the Fund against the bidder notwithstanding the conclusion of the Service Level Agreement between the Fund and the bidder for the provision of the service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.



23. PREPARATION COSTS

The bidder will bear all its costs in preparing, submitting and presenting any response or proposal to this bid and all other costs incurred by the bidder throughout the bid process. Furthermore, no statement in this bid will be construed as placing the Fund, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder in the preparation of their response to this bid.

24. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach the Fund incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds the Fund harmless from any and all such costs which the Fund may incur and for any damages or losses the Fund may suffer.

25. PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this bid document by reference.

26. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. The Fund shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the bidder's participation in this bid process.

27. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. The Fund reserves the right to withdraw an award made, or cancel a contract concluded with the successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or whose verification against the Central Supplier Database (CSD) proves to be non-compliant. It remains the duty of a successful bidder to remain tax compliant for the full duration of the contract.



MC

Type text here

28. NATIONAL TREASURY - PROHIBITED BIDDERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appears on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. The Fund reserves the right to withdraw an award, or cancel a contract concluded with a bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

29. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

30. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that the Fund allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and the Fund will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors. However, the successful bidder may not change sub-contracting arrangements for the duration of the contract period without the explicit written approval of the Fund.

31. CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with the Fund's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part



except for the purpose of preparing a Tender. This bid and any other documents supplied by the Fund remain proprietary to the Fund and must be promptly returned to the Fund upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidders must secure the Fund's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process that follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

No confidential information relating to the process of evaluating or adjudicating tenders or appointing a bidder will be disclosed to a bidder or any other person not officially involved with such process.

32. THE FUNDS PROPRIETARY INFORMATION

Bidders must on their bid cover letter make a declaration that they did not have access to any of the Fund's proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidders.



33. PROPOSAL SUBMISSION CHECKLIST

No	Description	To be returned by bidder at bid closure
1.	One original and two copies prepared for submission on closing date (paragraph 12.4, page 8)	Yes
2.	Each page of the proposal numbered and initialled, as well as changes within pages initialled (paragraph 12.6, page 8)	Yes
3.	Contents of the proposal document are according to Table 2 (paragraph 12.7, page 9)	Yes
4.	Copies of ID's included for vetting (paragraph 14, page 10)	Yes
5.	Financial information as listed in paragraph 15.5 (paragraph 15.5, page 17)	Yes
6.	An original valid B-BBEE Certificate or a certified copy thereof issued by a verification agency accredited by SANAS or a sworn affidavit if applicable, whichever is applicable to the bidder. A current valid CIPC certificate together with copies of the IDs of the directors who hold ownership.	Yes
7.	SBD 3.1: The total tender price inclusive of VAT for the duration of the contract period MUST be completed and submitted as part of the proposal (see Annexure D for detailed pricing requirements)	Yes
8.	Other SBD documents listed in Table 4, page 11: Completed and signed pro forma documents submitted for - SBD 1 *(Annexure C)*, SBD 4 *(Annexure E)* and SBD 6.1, including Table 1 *(Annexure F)*,	SBD 1, SBD 4 and SBD 6.1
9.	TAX Compliance status PIN/Tax clearance certificate (Table 4, page 12)	Yes
10.	Proof of registration on the Central Supplier Database (CSD) (Table 4, page 12)	Yes

MC

No	Description	To be returned by bidder at bid closure
11.	Technical mandatory document requirements are listed under Part B – technical specification and scope of work of this bid document (if applicable). (page 26)	Yes



PART B – TECHNICAL SPECIFICATION AND SCOPE OF WORK

TECHNICAL MANDATORY REQUIREMENTS

Prospective bidders must include proof of all of the following as part of the proposal. **Failure of which will result in the immediate disqualification of the bid.**

1. The Bidders must have at least one (1) records storage facility in each of a minimum of five (5) provinces.

1.1 **For own storage, the bidder must provide the following**:

Tittle deed or Municipal rates and taxes statements which are not older than three (3) months indicating the actual physical address of the property. (or Municipal rates and taxes statements must not be older than three months from the tender closing date)

1.2. **For leased or rented storage, the following must be provided:**

A copy of a valid lease agreement for the rented facility must strictly be for records management facility.

NB: Bidders must take note that all residential properties leases or title deeds will not be accepted)

2. Bidders must submit a valid compliance inspection letter issued by a National or Provincial Archivist in the last three 3 years -in terms of the National Archives and Records Service of South Africa Act, 1996 (Act No. 43 of 1996), section 13(1) and 13(2)(a).
A minimum of five (5) valid letters must be provided.

3. **Bidders must provide proof of all the security measures listed below per storage facility.**

- Surveillance security cameras (attach installation certificate)
- 24-hour Security guards (Attach PSIRA certificate of security company providing security services)
- Security Alarm system (Attach Installation certificate)



Type text here

Type text here

1. SCOPE OF WORK

1.1 OVERVIEW

The Unemployment Insurance Fund is currently creating/generating paper-based records nationwide. The Fund has identified 20 offices where records are deposited for further processing until they are regarded as inactive records. Once records are inactive, they are stored off-site until they reach their retention periods.

The Fund is currently in contract with the service provider for off-site records storage. The service provider is responsible for ensuring that all records are collected and presented at their various off-site records storages.

The Unemployment Insurance Fund is currently also processing claims electronically that will to a great extent reduces the number of physical documents that needs to be archived. Bidders should take note that quantities of records to be stored will fluctuate.

It is expected that the successful bidder will comply with all applicable legislation, including the Protection of Personal Information Act (POPIA), the National Archives and Records Service Act, and all other relevant records management and information security requirements.

Note: It should be noted that the monthly on going packing and manual indexing will be the responsibility of 20 offices of the UIF.

1.2 REQUIREMENTS

The prospective bidder is expected to provide comprehensive, secure and reliable off-site storage facilities. This will include retrieval of documents. Bidders note that they may be subjected to site inspection prior and during the 36-month contract period.

Failure to comply with the below requirements may lead to the withdrawal of the award at any stage before or during the contract.

The following must be provided for compliance purposes.

1. Occupancy Certificate.
2. Compliance Certificates of the following:

2.1 Electrical Installation Certificate



2.2 Fire- Fighting systems and equipment (Mechanical, Electrical and Water based equipment)

2.3 Mechanical Installations certificate

2.4 Pest Control Certificate

2.5 HVAC System (Heating, Ventilation and Air Conditioning) certificate

2.6 Gas suppression system (Firefighting system using Gas) certificate

2.7 Lifts (only if the records are stored on the upper level/floor)

2.8 Glazing

1.2.1 The archiving facilities must be suitable for the purpose and mitigating the risk associated with records storage.

1.2.2 Bidders must provide a records management process/method for easy tracking and retrieval of documents,

1.2.3 Bidders must provide the retrieval services of stored records from the off-site facilities and delivery to the UIF offices.

1.2.4 Bidders must provide storage boxes and relevant tracking labels for the records to be transferred from the twenty (20) offices to the off-site storage facility.

1.2.5 The successful bidder will be responsible for the collection and delivery of records, with own transportation.

1.2.6 Bidders must be able to verify and confirm all records/boxes on site before loading in a pick-up truck.

1.2.7 Successful bidder must be able to retrieve and transport records to the relevant office within the prescribed time frame.

1.2.8 The retrieval of documents must be done according to the service provider's generated box numbers, and it will be expected that the whole box with its full content, as stored, should be delivered to the required offices unless otherwise indicated upon retrieval.

1.3 TURN AROUND TIMES FOR DELIVERY AND COLLECTION

1.3.1 The retrieval services shall apply to physical/original records and must be delivered to Provincial\Regional Offices and UIF Head Office within 48 hours upon request.

1.3.2 In case of emergency retrieval and delivery, the turnaround time will be within 12 hours.

1.3.3 The collection of records/boxes must be carried out within 60 hours upon request.



1.3.4 Failure to comply with the prescribed turn around times will result in the application of penalties as deemed fit by the Fund. Fifteen (15) percent penalties shall be applicable to every non conformation of delivery and collection times. (The penalty percentage will be deducted from the monthly invoices).

1.3.5 Damages and loss of records amount to a contractual breach and the liability limits for such will be stipulated in the Service Level agreement.

1.3.6 Upon award bidders will be required to provide a detailed inspection report- In terms of the National Archives and Records Service of South Africa Act, 1996 (Act No. 43 of 1996), section 13(1) and 13(2)(a).

1.4 RECORDS TO BE STORED OFF-SITE

1.4.1 The records will be collected from various Provinces and stored at offsite storages as per Provincial Service provider storage facilities.

1.5 LOCATION:

LIST OF OFFICES AND ADDRESSES

1.	Head Office	Pretoria	Absa Towers, 230 Lillian Ngoyi Street, Pretoria
2.	Eastern Cape	East London	C/O Oxford & Church St., Rennies Bld
3.	Eastern Cape	Gqeberha	VSN Building, Govan Mbeki Ave
4.	Free State	Bloemfontein	43 Charlotte Maxeke Street, Laboria House
5.	Gauteng North	Pretoria	Consillium Building, Skinner Street
6.	Gauteng South	Johannesburg	47 Empire Rd Parktown
7.	Gauteng South	Germiston	141 c/o Victoria & Odendaal Streets ABSA Bld
8.	Kwazulu Natal	Durban	Royal Hotel, 267 Anton Lembede Street
9.	Kwazulu Natal	Pietermaritzburg	370 Langalibalele Road (old Market St.)
10.	Limpopo	Polokwane	Boland Bank Bld, 42A Schoeman St.
11.	Mpumalanga	Witbank	C/O Hofmeyer & Beatty Ave
12.	North West	Mmabatho	University Drive, Provident House
13.	Northern Cape	Kimberley	c/o Compound & Pniel Road, Laboria House
14.	Western Cape	Cape Town Provincial office	C/o Long & Riebeeck St. Wesbank Bld
15.	Western Cape	Bellville	Middestad Mall, 1st floor
16.	Western Cape	Cape Town labour centre	Thomas Boydelle Building, 22 Parade Street
17.	Western Cape	Somerset West	117 Main Road
18.	Western Cape	Worcester	Worcester LC. 90A Durban Road Worcester

			6849
19.	Western Cape	Vredenburg	Vredenburg LC. 85 Main Road Vergelegen, Vredenburg 7380
20.	Western Cape	George	35 Albert Street
21	Any other location that may be later identified by the FUND.		

1.6 CLASSIFICATION:

The records generated are classified as confidential as they consist of personal information of employees and employers.

1.7 CONDITION:

The successful bidder will be required to only store records from the commencement of the contract as generated from the twenty (20) offices countrywide.

1.8 VOLUMES:

Listed here-under are volumes of the records for all prospective bidders. It is important to note that future volumes might be less due to the implementation of the electronic benefit claiming system (U-filing) that UIF has implemented.

RECORDS VOLUME

CURRENT STATISTICS OF AVAILABLE RECORDS FOR VARIOUS OFFICES.

The quantities indicated below might fluctuate over the next 36 months

No	NAME OF THE OFFICE	Box size: 430(l)x325(w)x250(h) (15Kg)	Box size: 430(l)x325(w)x360(h) (20Kg)	TOTAL BOXES
01	UIF HEAD OFFICE	5528	2347	7875
02	WITBANK	3892	1131	5023
03	POLOKWANE	3771	-	3771
04	MMABATHO	2007	3	2010
05	KIMBERLY	1648	2	1650
06	EAST LONDON	2732	-	2732
07	BRAAMFONTEIN	9505	5	9510



08	GERMISTON	2748	0	2748
09	GQEBERHA	3367	-	3367
10	GEORGE	2012	-	2012
11	DURBAN	6572	155	6727
12	PETERMARITZBURG	766	-	766
13	BLOEMFONTEIN	3219	-	3219
14	CAPE TOWN	9064	2	9066
15	BELLVILE			
16	SOMERSET WEST			
17	CT LABOUR CENTRE			
18	PRETORIA (CONCILIUM BUILDING)	2184	1	2185
19.	WORCESTER	400	0	400
20.	VREDENBURG	320	0	320

1.9 STORAGE OF RECORDS

The archiving facilities must be a secure environment that is FIT FOR PURPOSE, for storing physical records, and mitigate the following risks associated with records storage.

- It is expected that the Facility will have environmental controls that safeguard records from weather moisture, and other atmospheric elements.
- It is expected that, the Facility will have Proper Fire Preventative measures that will prevent total loss of records during fire incidents.
- It is expected that, the Facility will comply with legislative, regulatory, best practices and storage quality standards.

The fund reserves the right to conduct inspection to check the conformity.

1.10 CONSUMABLES

Bidders will be required to provide the following consumables:

a. Standard Archive boxes and lids as prescribed by National Archive and Records Services.



b. Barcode labels.

c. Index Books/input forms

1.11 DESTRUCTION OF RECORDS

The Bidder must conform to the following aspects when destructing records.

1.11.1 The successful bidder must be able to destruct records when required

1.11.2 The successful Bidder must have the capacity to destruct large volume of Records of at least ten thousand records per month.

1.11.3 The successful Bidder must have the capacity to destruct confidential information.

1.11.4 The successful Bidder must destruct only upon written authorised request by the Fund and maintain an auditable record of all destruction requests received and executed.

1.11.5 The Certificate must have the following information:

Date of destruction, Description and quantity of the records destroyed, method used for destruction of the records, reference to the Fund's authorisation, Name and signature of the destructing company's representative, reference to the applicable legislation for records destruction

1.12 RECORDS HANDLING AND STORAGE

The Bidder must conform to the following aspects in records handling:

1.12.1 Change worn out boxes upon authorisation by Records Management HQ.

1.12.2 The new boxes must still contain the old barcode.

1.12.3 Quality Boxes supplied, proper shelving and storage of Records, labelling and inventory tracking, Proper procedures for handling Boxes.

1.12.4 **The Fund reserves the right to inspect, audit the bidder's destruction facilities, processes and records at any given time during the contract period.**



ANNEXURE A – EVALUATION CRITERIA ON FUNCTIONALITY

FUNCTIONALITY		**100 Points**
Qualifying proposals will be evaluated in terms of the following:		
1.	1.1 The Bidder must provide the Project Plan with activities in the following areas: • Retrieval • Collection • Method of Transport • Delivery • Record Keeping/filing • Tracking • Records Security • Destruction of obsolete records Each must outline how the work will be organised (29 points)	**35**
	1.2 Turnaround time for delivery and collection. (6 points)	
2.	<u>Operational Experience</u> <u>and Capacity</u> The Bidder must provide reference and appointment letters indicating their functional experience in offsite storage, rendered to their clients in the past three years from the closing date of the tender. Each reference letter must be accompanied by the appointment letter, failure to attach an appointment letter will result in a zero score for such reference letter. References must comprise the following: • The letter head of the company • Duration of the contract • Quality of the service rendered • Contract value • Signed by authorized official	**30**

	• Contact person including Contact numbers	
3.	<u>Operational Managerial experience</u> The Bidder must provide curriculum vitae for Lead Operational Manager with relevant experience of three (03) years and above in records storage industry. The Operational manager must have at least a minimum of NQF level 4 qualification.	**15**
4.	<u>Storage facility</u> The Bidder must have the ability to provide storage facilities in Provinces. Bidders must provide evidence in the form of Tittle deed or physical address of the facility (including Municipal rates and tax statements (not older than 3 months) from the tender closing date for each of the facilities and in case of a rented facility where no rates and taxes statements are available in the name of the bidder, a copy of lease agreement for the rented facility must be attached as evidence.	**20**



ANNEXURE B – SCORING GUIDELINE FOR FUNCTIONALITY

SCORING GUIDELINE

1.	1.1 The Bidder must provide the Project Plan with activities in the following areas outlining how the work will be organized: • Retrieval • Collection • Method of Transport • Delivery • Record Keeping/filing • Tracking • Records Security • Destruction	**0**	**10**	**15**	**20**	**29**

0 No project plan attached

10 Project plan attached with the inclusion of one (1) to two (2) of the activities listed above outlining how the work will be organized.

15 Project plan attached with the inclusion of three (3) to four (4) of the activities listed above outlining how the work will be organized.

20 Project plan attached with the inclusion of five (5) to seven (7) of the activities listed above outlining how the work will be organized.

29 Project plan attached with the inclusion of all activities on how each activity will be organised.

1.2 Turnaround time for delivery and collection (06 points)

NB: None completion of the table below will lead to Zero score (please tick in the applicable column)

Description- Refer to paragraph 1.4 above	**Turnaround time**	**Compliance – each yes counts 2 points and a No count to Zero point**	
		Yes	**No**
Normal retrieval and delivery services	Within 48 hours		
Emergency retrieval and delivery services	Within 12 hours		
Collections	Within 60 hours		

2.	<u>Operational Experience and Capacity</u> The Bidder must provide reference and appointment letters indicating their functional experience in offsite storage, rendered to their clients in the past three years from the closing date of the tender. Each reference letter must be accompanied by the appointment letter, failure to attach an appointment letter will result in a zero score for such reference letter. References must comprise the following: • The letter head of the company • Duration of the contract • Quality of the service rendered • Contract value • signed by authorized official • Contact person including Contact numbers	0	10	20	30

Each reference letter must contain all aspects required above.

0 = All reference letters do not contain all aspects required above

10 = One reference letter contains all required aspects above

20 = Two reference letters contain all required aspects above

30 = Three or more reference letters contain all required aspects above

3.	<u>Operational Managerial experience</u> The Bidder must provide curriculum vitae for Lead Operational Manager with relevant experience of at least three (03) years in records storage industry. CV not attached will amount to Zero point. The Operational Manager must have at least a minimum NQF level 4 qualification.	0	05	10	15

0 In instances where a CV and proof of qualification is not submitted or CV submitted indicates experience of less than 1 year.

5 1 year to 1 year 11 months of relevant experience in the records storage industry and holds an NQF Level 4 qualification.

10 2 years to 2 years 11 months of relevant experience in the records storage industry and holds an NQF Level 4 qualification.

15 3 or more years of relevant experience in the records storage industry and holds an NQF Level 4 qualification.



4.	<u>Storage Facility:</u> The Bidder must have the ability to provide storage facilities in Provinces. Bidders must provide evidence in the form of Tittle deed or physical address of the facility (including Municipal rates and tax statements (not older than 3 months) from the date of tender closing for each of the facilities and in case of a rented facility where no rates and taxes statements are available in the name of the bidder, a copy of lease agreement for the rented facility must be attached as evidence No submission of the required proof will amount to a zero score.	0	5	10	15	20

0 Proof of the availability of the storage facilities in less than 5 Provinces.

5 Proof of the availability of the storage facilities in 5 Provinces.

10 Proof of the availability of the storage facilities in 6 Provinces.

15 Proof of the availability of the storage facilities in 7 Provinces.

20 Proof of the availability of the storage facilities in 8 and above Provinces.



LIST OF ANNEXURES ATTACHED TO BID

PART B

Annexure A: **Evaluation criteria on functionality**

Annexure B: **Scoring guideline for functionality**

PART C

Annexure C: **SBD 1 - Invitation to Bid**

Annexure D: **SBD 3.1 – Pricing Schedule for Firm Prices including detailed pricing schedule**

Annexure E: **SBD 4 – Bidder's disclosure**

Annexure F: **SBD 6.1 – Preferential points**

Annexure G: **General Conditions of contract**



Type text

Annexure C **SBD 1**

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**UIF07/2026/2027**	**CLOSING DATE:**	**27 NOVEMBER 2026**	**CLOSING TIME:**	**11:00**
DESCRIPTION	**REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OFFSITE RECORDS STORAGE TO THE UNEMPLOYMENT INSURANCE FUND FOR A PERIOD OF THIRTY-SIX (36) MONTHS**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

Unemployment Insurance Fund

ABSA TOWERS

Ground Floor (Bid Box)

230 Lillian Ngoyi Street

Pretoria

0002

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Sedzani Maphiri**	CONTACT PERSON	**Wilmari Kruger**
TELEPHONE NUMBER	**012 337 1587**	TELEPHONE NUMBER	**012 337 1876**
FACSIMILE NUMBER	**……**	FACSIMILE NUMBER	**……**
E-MAIL ADDRESS	**Sedzani.maphiri@labour.gov.za**	E-MAIL ADDRESS	**Wilmari.kruger@labour.gov.za**

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				



SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA

1.1.1.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	1.1.1.2 RE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.



PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

(Proof of authority must be submitted e.g. company resolution)

DATE: ……



Annexure D **SBD 3.1**

PRICING SCHEDULE – FIRM PRICES

(PURCHASES)

NOTE: **ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

Name of bidder……	Bid number…….....
Closing Time 11:00	Closing date……...

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.



Annexure D (continued)

PRICE QUOTE TO BE SUBMITTED BY BIDDERS

Category	Item	1ST YEAR		2ND YEAR		3RD YEAR		TOTAL
		Quantity	Price	Quantity	Price	Quantity	Price	
Consumables	Box base size: 430(l)x325(w)x250(h) (15Kg)	1	R	1	R	1	R	R
	Box base Lid of above box size	1	R	1	R	1	R	R
	Box base size: 430(l)x325(w)x360(h) (20Kg)	1	R	1	R	1	R	R
	Box base Lid of above box size	1	R	1	R	1	R	R
	Barcode labels in duplicate	1	R	1	R	1	R	R
	Input sheet form	1 Carton input (100 pages)	R	1 Carton input (100 pages)	R	1 Carton input (100 pages)	R	R



Category	Item	1ST YEAR		2ND YEAR		3RD YEAR		TOTAL
		Quantity	Price	Quantity	Price	Quantity	Price	
Storage	Box Size 430(l)x325(w)x250(h) (15Kg)	1	R	1	R	1	R	R
	Box size: 430(l)x325(w)x360(h) (20Kg)	1	R	1	R	1	R	R
Permanent withdrawal	Box Size 430(l)x325(w)x250(h) (15Kg)	1	R	1	R	1	R	R
	Box size: 430(l)x325(w)x360(h) (20Kg)	1	R	1	R	1	R	R
Administration charges	Box registration	1	R	1	R	1	R	R
	Box Handling fee	1	R	1	R	1	R	R



Category	Item	1ST YEAR		2ND YEAR		3RD YEAR		TOTAL
		Quantity	Price	Quantity	Price	Quantity	Price	
Transportation	Delivery and collection per Kilometer	1	R	1	R	1	R	R
Retrievals	Box Size 430(l)x325(w)x250(h) (15Kg)	1	R	1	R	1	R	R
	Box size: 430(l)x325(w)x360(h) (20Kg)	1	R	1	R	1	R	R
Change of worn out Boxes	Box Size 430(l)x325(w)x250(h) (15Kg)	1	R	1	R	1	R	R
	Box size: 430(l)x325(w)x360(h) (20Kg)	1	R	1	R	1	R	R



Category	Item	1ST YEAR		2ND YEAR		3RD YEAR		TOTAL
		Quantity	Price	Quantity	Price	Quantity	Price	
Destruction of Records	Box Size 430(l)x325(w)x250(h) (15Kg)	1	R	1	R	1	R	R
	Box size: 430(l)x325(w)x360(h) (20Kg)	1	R	1	R	1	R	R
TOTAL BID PRICE.								

Bidders must take note of the following when submitting their price quotes in respect of this tender:

1. **All pricing must be inclusive of VAT and all applicable taxes.**
2. **The Consumer Price Index (CPI) should be used as a guideline for annual price escalations.**
3. **The Bidders should ensure that the total bid price reflected above is correctly calculated "as it will be considered by the Fund as the "price" for this tender"**



Type text here

Annexure E **SBD 4**

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is listed in the Register for Tender Defaulters and/or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

2.3 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.3.1 If so, furnish particulars:

……
……
……

2.4 Does the bidder or any of its directors/trustees/shareholders members/partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise, whether or not they are bidding for this contract? **YES/NO**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	**Status (active/inactive/deleted)**

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

I, ……....., the undersigned, in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure.

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.



I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

…… ……

Signature Date

…… ……...

Designation Name of bidder



Annexure F **SBD 6.1**

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

---

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

a) The applicable preference point system for this tender is the 80/20 preference point system.

b) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.



2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \qquad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \qquad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.*)**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. Black ownership (100%)	10	
2. Women ownership (51-100%)	5	
3. Youth ownership (51-100%)	3	
4. Disability (51-100%)	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM



- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....



THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices



General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the



RSA.

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such



obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.



7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or



analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;



(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take



such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the



supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any



person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him



25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and



(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.



34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

