Closing date: 11:00 on 24 JANUARY 2022

APPOINTMENT OF A SERVICE PROVIDER TO FACILITATE PROCESSING OF SALARIES IN THE MONTH OF MARCH 2022, TO APPROXIMATELY 165 000 FIELDWORKER STAFF APPOINTED FOR THE MAIN CENSUS 2022.

1 SEALED ENVELOPE WITH ALL BID DOCUMENTS, i.e (SBD1, SBD 3.3, SBD4, SBD6.1, SBD 7.2, SBD8, SBD9, GENERAL CONDITIONS OF CONTRACT AND SPECIFICATION)

NB: BIDDERS ARE ALSO REQUESTED TO SUBMIT ONE ORIGINAL PLUS 5 COPIES OF BID PROPOSALS/RESPONSES.

COMPULSORY INFORMATION SESSION THROUGH MS TEAMS

Date: 17 JANUARY 2022

Time: 10:00

Link:

https://teams.microsoft.com/l/meetup-

join/19%3ameeting_Y2ZkZGUxZTQtNmRjMy00MTJhLTk0YWItNDdl

Nzc0ZTJjM2Q0%40thread.v2/0?context=%7b%22Tid%22%3a%22ca

38a9e5-8ce2-41e8-a41e-

647c7b50db4a%22%2c%22Oid%22%3a%2210ed28e3-195d-4f6e-

afe9-0d2e01423464%22%7d

Failure to submit bids as requested will invalidate your bid

YOU ARE HEREBY INVITED TO BID TO REQUIREMENTS OF STATISTICS SOUTH AFRICA

PLEASE TAKE NOTE

BID NUMBER: STATS SA 003/21

CLOSING TIME: 11:00

CLOSING DATE: 24 JANUARY 2022

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION

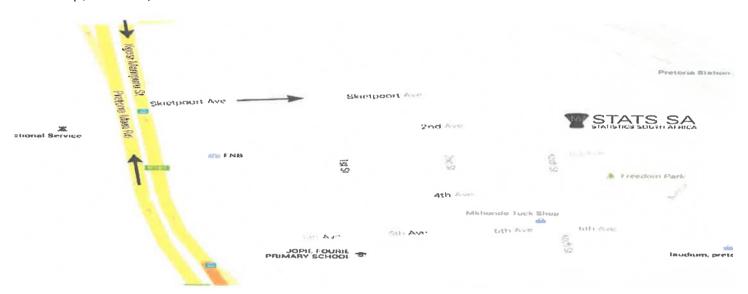
The SBD 1-form must be signed in the original that is in ink - forms with photocopied signatures or other such reproduction of signatures may be rejected.

The SBD 4-declaration must be completed and signed. NB: THIS DOCUMENT IS NOT FOR SALE

BID DOCUMENTS MAY BE POSTED TO:

Bid Section Statistics South Africa Private Bag X44 Pretoria

The bid documents may be deposited in the bid box which is situated at Isibalo House, Koch Street, Salvokop, Pretoria, 0002



Bid documents that are posted must reach Statistics South Africa before the closing date of the bid

The bid box of Statistics South Africa is generally open between 06h00 to 16h00, 7 days a week. The bid box will be closed on the closing time of bids.

For enquiry, contact Bid Office at 012-310 8940/2114/6978/8359 012-337 6413

Bidders should ensure that bids are delivered timeously to the correct address

SUBMIT ALL BIDS ON THE OFFICIAL FORMS - DO NOT RETYPE

bids by telegram, facsimile or other similar apparatus will not be accepted for consideration

SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE

PART A INVITATION TO BID

BID NUMBER: STATS	SA 003/21	REQUIREMENTS OF TH CLOSING DATE: 24 JAI		PARTMENT/PUB			11:00
APPOI	APPOINTMENT OF A SERVICE PROVIDER TO FACILITATE PROCESSING OF SALARIES IN THE MONTH OF MARCH 2022, TO						
DESCRIPTION APPRO	DXIMATELY 165 C	00 FIELDWORK STAFF	APPOINTED FO	OR THE MAIN CEN	ISUS 20	22.	,
BID RESPONSE DOCUM	ENTS MAY BE DI	EPOSITED IN THE BID B	OX SITUATED	AT (STREET ADDI	RESS)		
BIDDING PROCEDURE	NQUIRIES MAY I	BE DIRECTED TO	TECHNICAL	ENQUIRIES MAY E	BE DIRE	CTED TO:	
CONTACT PERSON			CONTACT PE	RSON			
TELEPHONE NUMBER			TELEPHONE	NUMBER			
FACSIMILE NUMBER			FACSIMILE N	UMBER			
E-MAIL ADDRESS SUPPLIER INFORMATIO	AI .		E-MAIL ADDF	RESS			
NAME OF BIDDER						LESS USES BAYES	
POSTAL ADDRESS							
STREET ADDRESS TELEPHONE NUMBER	CODE			AUMADED			
CELLPHONE NUMBER	CODE			NUMBER			
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS	CODE			NOWDER			
VAT REGISTRATION NUMBER			11				
SUPPLIER	TAX			CENTRAL			
COMPLIANCE STATUS	COMPLIANCE SYSTEM PIN:		OR	SUPPLIER DATABASE			
	OTOTEWIT IIV.			No:	MAAA		
B-BBEE STATUS	TICK AP	PLICABLE BOX]		US LEVEL SWOR	V	[TICK APPLIC	CABLE BOX]
LEVEL VERIFICATION CERTIFICATE			AFFIDAVIT				
	Yes Yes	☐ No				☐ Yes	☐ No
[A B-BBEE STATUS L	FVFI VEDIEICA	TION CERTIFICATE	SWODN AEEU	DAVIT (EAR EME	E 2 0	SEAL MUST DE	LIDMITTED IN
ORDER TO QUALIFY	OR PREFEREN	CE POINTS FOR B-BL	BEE]	DAVII (FOR EME	3 & W	SES) MUST BE S	OBWITTED IN
ARE YOU THE ACCREDITED							
REPRESENTATIVE IN				OREIGN BASED		□Yes	□No
SOUTH AFRICA FOR	☐Yes	□No		OR THE GOODS Vorks offered	,		
THE GOODS /SERVICES /WORKS	[IF YES ENCLOS	E DDOOE1	JOER VIOLO / I	VOICING OF FERED	•	[IF YES, ANSWE	
OFFERED?	[II TES ENGLOS	SE PROOF,				QUESTIONNAIR	E BELOM]
QUESTIONNAIRE TO BIE	DING FOREIGN	SUPPLIERS					
IS THE ENTITY A RESIDE	ENT OF THE REPL	JBLIC OF SOUTH AFRIC	A (RSA)?			□ YES	□NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?							
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?							
DOES THE ENTITY HAVE	ANY SOURCE O	F INCOME IN THE RSA?	•			☐ YES	□NO
S THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? F 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, 2017, 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 PA	ARTICULARS 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:	



1. SUBMISSION OF DOCUMENTS

- 1.1 1 (one) original bid proposal/ response plus 5 (five) copies which must include all the SBD forms i.e. (SBD1,SBD3.3, SBD4, SBD6.1, SBD 7.2, SBD8, SBD 9, general conditions of contract and specification).
- 1.2 The original copy must be signed in ink by an authorized employee, agent or representative of the Bidder and initialized in each and every page of the bid.
- 1.3 Bids must be deposited into Statistics South Africa bid box on or before 24 JANUARY 2022 not later than 11h00 South African Time. The Bid box is situated at the reception area of Statistics South Africa Head Office, Isibalo House, Koch Street, Salvokop, Pretoria.
- 1.4 All bids in this regard shall only be accepted if they have been placed in the bid box before or on the closing date as stipulated time.
- 1.5 Bid responses sent by post or courier must reach this office at least 36 hours before the closing date to be deposited into the bid Box. Failure to comply with this requirement will result in your Bid being treated as a "late bid" and will not be entertained. Such bids will be returned to the respective bidders.
- 1.6 No bid shall be accepted by Statistics South Africa if submitted in any manner other than as prescribed above.
- 1.7 All bidders should submit together with their bids, the **Board Resolution** on the company's letterhead confirming that the person signing the bid document is duly authorised to do so and to conclude any legal document on behalf of the company. Upon the award of the bid, the successful bidder shall enter into an agreement with the Department. The said agreement shall be in the Format of the Department.
- 1.8 Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.
- 1.9 Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.
- 1.10 Bidders must register on the CENTRAL SUPPLIER DATABASE (CSD) to upload mandatory information namely: (Business registration/ Directorship/ Membership/Identity numbers; Tax Compliance Status; and Banking information for verification purposes. B-BBEE Certificate or Sworn Affidavit for B-BBEE must be submitted to bidding Institution.



- 1.11 Where a bidder is not registered on the CSD, mandatory information namely: (Business registration/ Directorship/ Membership/Identity numbers; Tax Compliance Status; and Banking information for verification purposes. B-BBEE Certificate or Sworn Affidavit for B-BBEE must be submitted to bidding Institution.
- 1.12 This bid is subject to the Preferential Procurement Policy Framework Act 2000 and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC) and, if applicable, any other Legislation or Special Conditions of Contract.

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 view the taxpayer's profile and tax status.
- 2.3 Application for Tax Compliance Status (TCS) or Pin may also be made via E-filing. In order to use this provision, taxpayers will need to register with SARS as E-filers through the website www.SARS.co.za.
- 2.4 Bidders may also submit a printed TCS together with the bid.
- 2.5 In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate proof of TCS / PIN / CSD NUMBER.
- 2.6 Where no TCS is available but the bidder is registered on the CSD, a CSD number must be provided.

3. REASONS FOR DISQUALIFICATION

Statistics South Africa reserve the right to disqualify any service provider which does any one or more of the following, and such disqualification may take place without prior notice to the offending service provider.

- 3.1. Service provider that submitted incomplete documentation and/or information as per the requirements of this bid.
- 3.2 Service provider which submitted information that is fraudulent, factually untrue or inaccurate, for example membership that does not exist, BBBEE credentials, experience,etc.
- 3.3 Service provider that receive information not available to the other service providers that may result in such having unfair advantage over other service providers.
- 3.4 Service provider that does not comply with mandatory requirements as stipulated in this bid specification.

PRICING SCHEDULE (Professional Services)

NAME OF BIDDER:		BID NO.: STAT	S SA 003/21
CLOSING TIME 11:	00	CLOSING DATE: 24 JA	NUARY 2022
OFFER TO BE VAL	ID FOR 90 DAYS FROM THE CLO	SING DATE OF BID.	
ITEM NO	DESCRIPTION	BID PRICE IN RSA CUF (ALL APPLICABLE TAX	
NB: Any payment to Department.	the service provider will be initiated	only when the contingency plan is	activated by the
Price structure subm	nitted as part of the bidding docume	nts must clearly specify the pricing r	nodule.
Please Note:			
Is the offer to spe	ecification		YES/NO
If not to specifica	tion, state deviation(s)		
*Price: Firm/ not	firm		
If not firm state re	eason:		
	rding bidding procedures may be	e directed to the –	
BID OFFICE			

TEL: 012 310 8940/211/8359/6978

E-MAIL ADDRESS: bidoffice@statssa.gov.za

DECLARATION OF INTEREST

- 1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2.	In order to give effect to	the	above,	the	following	questionnaire	must	be	completed	and
	submitted with the bid.				_	•				

2.1	Full Name of bidder or his or her representative:
2.2	Identity Number:
2.3	Position occupied in the Company (director, trustee, shareholder²):
2.4	Company Registration Number:
2.5	Tax Reference Number:
2.6	VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

1"State" means -

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or

2.7	Are you or any person connected with the bidder presently employed by the state?	YES / NO
2.7.1	If so, furnish the following particulars:	
	Name of person / director / trustee / shareholder/ member: Name of state institution at which you or the person connected to the bidder is employed : Position occupied in the state institution:	
	Any other particulars:	
2.7.2	If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	YES / NO
2.7.2.1	If yes, did you attached proof of such authority to the bid document?	YES / NO
	(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.	
2.7.2.2	If no, furnish reasons for non-submission of such proof:	
2.8	Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	YES / NO
2.8.1	If so, furnish particulars:	
2.9	Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person	YES / NO

2	the evaluation and or adjudication of this bid? 9.1lf so, furnish particulars.		
2.10	Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?	YES/NO	
2.10.1	If so, furnish particulars.		
of	o you or any of the directors / trustees / shareholders / members f the company have any interest in any other related companies hether or not they are bidding for this contract?	YES/NO	
2.11 ₋ 1 lf	so, furnish particulars:		
• • •			
3 Ful	I details of directors / trustees / members / shareholders.		

3 Full details of directors / trustees / members / shareho	Idare	/ sharahal	nhare / et	/ ma	/ trustee	directors	of	details	Full	3
--	-------	------------	------------	------	-----------	-----------	----	---------	------	---

Full Name	Identity Number	Personal Tax Reference Number	

4	DECLARATION			
	I, THE UNDERSIGNED (NA	ME)		
	CERTIFY THAT THE INFORM ACCEPT THAT THE ST PARAGRAPH 23 OF THE OPENOVE TO BE FALSE.	ATE MAY REJECT	THE BID OR ACT AGA	INST ME IN TERMS OF
	Signature		Date	
	Position	.7	Name of bidder	

May 2011

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
 - 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

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (delete whichever is not applicable for this tender).
- 1.3 Points for this bid shall be awarded for:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) "prices" includes all applicable taxes less all unconditional discounts;
- (h) "proof of B-BBEE status level of contributor" means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. E	3ID	DEC	LAR/	۱T۶	101	۷
------	-----	-----	------	-----	-----	---

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6.	B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1
6.1	B-BBEE Status Level of Contributor: =(maximum of 10 or 20 points)
	(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE

7. **SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

P U	301 301	
YES	NO	

status level of contributor.

7 ∗1.1	If yes,	indicate:
---------------	---------	-----------

i)	What	percentage	of	the	contract	will	be
	subcontract	ed		%			
ii)	The name of	of the sub-contrac	tor				
iii)	The B-BBEI	E status level of t	ne sub-co	ntractor			
		e sub-contractor i					
•	/Tiek annli						

(Tick applicable box) NO

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

Black people who are military ve	eterans	
	OR	
Any EME		
Any QSE		

8.	DECLARATION WITH REGARD TO COMPANY/FIRM
8.1	Name
	company/firm:
8.2	VAT
	number:
8.3	Company registration
	number:
8.4	TYPE OF COMPANY/ FIRM
	Partnership/Joint Venture / Consortium One person business/sole propriety Close corporation Company (Pty) Limited [TICK APPLICABLE BOX]
8.5	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES
8.6	COMPANY CLASSIFICATION
	Manufacturer Supplier Professional service provider Other service providers, e.g. transporter, etc. [TICK APPLICABLE BOX]
8.7	Total number of years the company/firm has been in business:
8.8	I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have —

- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES		
1		BNATURE(S) OF BIDDERS(S)
2	DATE:	
~	ADDRESS	ā
		§

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1.	I hereby undertake to render services described in the attached bidding documents to (name of the
	institution) in accordance with the requirements and task directives / proposals
	specifications stipulated in Bid Number at the price/s quoted. My offer/s remain binding upon
	me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing
	date of the bid.

- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid:
 - Tax clearance certificate:
 - Pricing schedule(s);
 - Filled in task directive/proposal:
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
- 3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)		
` ,		WITNESSES
CAPACITY		
		1
SIGNATURE	•••••	
		2
NAME OF FIRM	•••••	D. 600
DA (DE		DATE:
DATE	4	

CONTRACT FORM - RENDERING OF SERVICES PART 2 (TO BE FILLED IN BY THE PURCHASER)

1.	I						
2.	An official order indicating service delivery instructions is forthcoming.						
3.	I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.						
		ERIPTION OF ERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLE		B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
4.	I confirm that I ar	m duly authorised to sign	this contract.				
SIGNE	ED AT	•••••	ON			SEC	
NAME	E (PRINT)			••••			
SIGNA	ATURE						
OFFIC	CIAL STAMP				WIT	NESSES	
					1 .	•••••	
					2 .		
					DAT	E:	

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- The bid of any bidder may be disregarded if that bidder, or any of its directors have
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes	No 🗀
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state to five years on account of failure to perform on or comply with	erminated during the past the contract?	Yes	No	
4.4.1	If so, furnish particulars:				
SBD 8					
	CERTIFICATION				
I, THE UNDERSIGNED (FULL NAME)CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.					
I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.					
	ature	 Date	•••••		
 Posi	tion	Name of Bidder	•••••• Js	s365bW	

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bidrigging.
- In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:	
(Bid Number and Description)	
in response to the invitation for the bid made by:	
(Name of Institution)	
do hereby make the following statements that I certify to be true	and complete in every respect:
l certify, on behalf of:	that:
(Name of Bidder)	

- 1. I have read and I understand the contents of this Certificate;
- 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
- 5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices:

)

- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 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 Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. 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 No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature	Date
Position	Name of Bidder
	ls914w 2

Js914w 2

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.

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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 any thing 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 antidumping 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

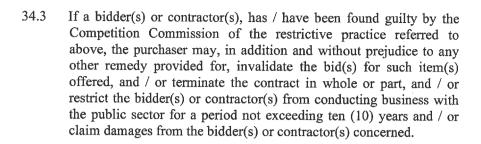
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted 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.



Js General Conditions of Contract (revised July 2010)



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BID SPECIFICATION FOR THE APPOINTMENT OF A SERVICE PROVIDER TO FACILITATE PROCESSING OF SALARIES IN THE MONTH OF MARCH 2022, TO APPROXIMATELY 165 000 FIELDWORK STAFF APPOINTED FOR THE MAIN CENSUS 2022.

1. AIM

To acquire the services of an external financial services provider for facilitating the processing and payment of salaries to approximately 165 000 fieldwork staff who are likely to be appointed as fieldworkers and fieldwork supervisors for the Main Census scheduled to be implemented from 2nd February 2022 to 9th March 2022. This will form a crucial part of the contingency plan for payments to all field staff. The payments are likely to be processed in the month of March 2022, after enumeration has been concluded.

2. BACKGROUND

Undertaking the population census is the most extensive and complicated statistical operation that Statistics South Africa (Stats SA) delivers to South Africa. Therefore, Stats SA continuously revises and improves its business processes and systems that form part of the census project.

Stats SA currently has 9 (nine) provincial and 54 (fifty-four) district offices, across the country.

The fourth post-apartheid census is scheduled to be conducted in the 2021/22 financial year, with the Pilot concluded in the months of July and August 2021 and the Main scheduled to take place from 2nd February to 9th March 2022.

Stats SA has created an end-to-end system that provides a seamless connection between the various work streams within the project. For the first time in history, during the Pilot phase, nearly 80% of all payments were uploaded to PERSAL (PERSAL is the government's transversal system where appointments/terminations and payments relating to its employees are processed).

One of the biggest challenges facing Stats SA is processing payments to field staff within a period of **7** (seven) working days after the conclusion of the enumeration phase, as envisaged in the Census project charter.

Currently, payments to field staff is heavily dependent on appointments being processed on PERSAL as the banking details of the individuals' form part of the mandatory information that is processed during appointments.

However, the very limited time frame available to Stats SA between training and appointing of field staff within the appointment process, renders it essential to have a <u>contingency payment plan in place, in order to cater for the eventuality that the processing of appointments on PERSAL, may be delayed.</u>

Hence the need for a contingency plan for processing payments in time and then updating the necessary records payments and tax records on PERSAL.

3. OBJECTIVES

The high level objectives of the services required are as follows:

- 3.1 The Service provider must be a member of the Financial Services Board with a nationwide footprint, in order to ensure efficient service delivery, to the Department.
- 3.2 Submit a comprehensive project plan with specific deliverables. This plan must include:
 - 3.2.1 details of key personnel such as the Project Manager, Project coordinator, and any other officials, together with their CV's
 - include a contingency plan if the primary process, experiences problems in terms of service delivery, (e.g., load shedding, connectivity, etc).
- 3.3 Provide an effective alternate payment platform (in lieu of banking details) to facilitate the processing of salaries to approximately 165 000 filed staff whilst ensuring compliance to banking and statutory regulations
- 3.4 Ensure the availability of net salaries to approximately 165 000 field staff by the due dates as prescribed by the Department, through the alternate payment platform. The details of which will be provided by the Department in an electronic format—ID numbers, surnames & names, net amounts due to each beneficiary, cell phone numbers. The information will be drawn from the Payment Trigger System (PTS) which is the Department's application (developed in house) that is based on Virtual Studio and Microsoft SQL server.
- 3.5 Provision of reports (as indicated in Table 6) in compatible electronic formats, based on PTS, to Stats SA to enable uploading of the necessary information on the PTS.
- 3.6 Facilitate reconciliation of the amount provided by the Department and transferred to numerous beneficiaries via the alternate payment platform.

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- 3.7 Facilitate resolution of queries on accounts of non-receipt of funds by beneficiaries, through the provision of a help desk(s) nationwide.
- 3.8 Provide adequate technical support to all beneficiaries likely to be paid through this alternate payment platform through a help desk facility to ensure that the beneficiaries are able to access their funds.
- 3.9 Submit clearly defined protocols for any incorrect payments and the strategy to recover those funds. All incorrect payments will be due for the account of the service provider and not the Department and this will form part of the reconciliation as indicated on 3.6 above.

4. SCOPE OF WORK

- 4.1 Provision of a viable alternate payment platform to transfer salaries to multiple beneficiaries.
- 4.2 Provision of a comprehensive project plan with details as indicated above.
- 4.3 Information relating to methodology of accessing funds to be communicated to all relevant staff members including the 165 000 field staff though available digital platforms.
- 4.4 Availability of help desk assistance nationwide to handle access and payment related queries.
- 4.5 Provision of payment reports in specified formats to facilitate reconciliations and interfaces to PERSAL.
- 4.6 100% adherence to statutory and compliance matters

5. SPECIFICATIONS

It is imperative that bidders indicate their compliance with all the conditions as outlined in Sections 5.1 to 5.6 below.

Failing to indicate compliance/non-compliance to any of the conditions could result in Statistics South Africa disqualifying the bid.

	Definition	Details	Comments
5.1	Professional registration	The service provider to provide proof of registration with Financial Services Board	
5.2	Existence or ability to create an alternate payment	Ability to create an alternate	
	platform	payment platform ie. E-wallet,	

	Definition	Details	Comments
		mobile banking, etc nationwide	
		to approximately 165 000 field	
		workers who will be appointed	
		for the Main Census 2022.	
		Short listed bidders must note that their systems will be tested	
		-	
		by the Department, prior to	
		finalization of the bid.	
		The details of the beneficiaries	
		and amounts due to each of	
		them will be provided by the	
		Department in an electronic	
		format.	
		Tomas.	
		This information will be extracted from the PTS.	
5.3	Provision of information to	The service provider will be	
	relevant staff, timeously	required to provide information	
		relating to its services	
		(accessibility to the platform,	
		payment queries etc) to all	
		staff, though the digital	
		platforms or any other	
		appropriate medium currently	
		available.	
		avaliable,	
		Since all fieldworkers will be issued with devices for data collection, this tool can be used to send the communication during the enumeration phase.	
5.4	Handling customer queries: Telephonically or in person		

	Definition	Details	Comments
	helpline through the nationwide outlets and/or a toll free number	telephone contact or face to face (especially in remote areas) with the additional; provision of using any of the South African official languages to handle queries.	
5.5	Provision of relevant reports to facilitate interfaces to PERSAL and reconciliations.	A report of all beneficiaries and amounts paid to them with date of transfer, and a unique reference number for each transaction.	Within a day of funds being transferred.
		A report to indicate details of when the funds have been accessed and/ or withdrawn through the alternate payment portal.	Within 10 days of transfer as per above
		A project close-out report with all reconciliations between funds issued and distributed and amounts owed/owing to the Department.	Within 30 days of the end of the project (as agreed to between the Department and the service provider)
5.6	Personnel	The service provider must have a well-established, skilled and experienced team, headed by a project manager. Accessibility of key project personnel during the operation is mandatory. The project manager will be accountable, in terms of the contract, for ensuring execution of the project	

Definition	Details	Comments
	deliverables as well as the professional conduct and integrity of the team reporting to him/her.	

6. COMMENCEMENT DATE AND PERIOD OF EXECUTION

Service to commence only if the contingency payment plan needs to be activated.

The service provider should indicate to Stats SA the timeframes required for the communication to be issued by the Department, for effective execution of this project.

7. EVALUATION CRITERIA

This bid will be evaluated in three (3) stages.

7.1 Functionality

The second stage of evaluation is based on project management capability and the experience of the project team, which will be evaluated using the following criteria and points:

7.1 Evaluation criteria for Functionality	Allocation of points	Maximum (40) points
Past and proven relevant experience in the field of provision of financial services	1-5 years = 5	15
required.	6-10 years =10	
B : 1	11yrs and more =15	
 Project management experience - Evidence of having managed 	1-5 projects = 5	15
similar projects	More than 5 projects = 10	
	Evidence to be submitted –	
	 Name of the project and contact details of the relevant officials 	
	 Stats SA reserves the right to undertake reference checks. 	

•	Resource	allocation	across	the	Availability of	resources	10
	country				(personnel, equipn	nent etc) to be	
					deployed across th	ne country	

NB 1: Service providers who score less than 33% in each category for functionality will be considered as submitting a non-responsive bid and will not be considered for further evaluation.

7.2 The second stage of evaluation is based on content and viability of the project plan which will be evaluated using the following criteria and points:

7.2 Project management capability	Allocation of points	Maximum (30) points
Project plan to be evaluated	Feasibility=5 Responsiveness=5 Built in contingency=5 Help desk assistance=5	20
Project team to be evaluated for points	Based on CV's submitted=10 HRM could assist in a quick analysis	10

NB 2: Service providers who score less than 33% for project management capability will be considered as submitting a non-responsive bid and will not be considered for further evaluation

7.3 The third stage of evaluation is based on price and BBBEE status level, which will be evaluated using the following criteria and points:

7.3. Evaluation criteria for price and BBBEE status level	Allocation of	points	Maximum points 80/20	(100)
Price NB: Any payment to the service provider will be initiated only when the contingency plan is activated by the Department. Price structure submitted as part of the bidding documents must clearly specify the pricing module.	•	30	80/20	
BBBEE status level of	Level 1=	20		
contributor	Level 2=	18		

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Level 3=	14
Level 4=	12
Level 5=	8
Level 6=	6
Level 7=	4
Level 8=	2
Non-compliant contributor	0

8. GENERAL CONDITIONS

- All prices quoted must be VAT inclusive for the during of the project
- The bid will be valid for 60 days after closure.
- Bidders should submit, together with their proposals, the board resolution confirming
 that the person signing the bid document is duly authorized to do so and to conclude
 any legal documents on behalf of the company.
- Upon award of the bid, the successful bidder shall enter into an agreement with the department. The agreement shall be in a format prescribed by the department.
- Statistics South Africa shall conduct a security screening of bidders in compliance with section 2A of the National Strategic Intelligence Act, (Act No. 67 of 2002). This security screening shall be done through an independent body/organization.

9. SPECIAL CONDITIONS

- Stats SA reserves the right to award the bid to more than one bidder.
- Statistics South Africa will not provide upfront payments
- Bidders should clearly indicate the areas of the country where they are able to provide
 the services. Contractual arrangements with other entities that are already in place
 must be clearly indicated and proof of the same provided, as part of the bidding
 documents.
- The successful bidder shall provide the service required based on the set timelines and as per the schedule to be provided by the department.
- Bidders should ensure that their systems include a facility that can set limits on the maximum amount disbursed to a beneficiary. This is to eliminate any massive incorrect payments to an individual.
- Short-listed service providers will be called for presentations and reference checks will be conducted.

A comprehensive company profile of the bidder must be attached as an addendum to

the response. The profile shall contain at least the following information:

o Company size and structure.

o A list of current and previous clients (listing contact name address, contact

number, fax number and e-mail address). Stats SA reserves the right to contact or

visit any of the persons on the list in order to obtain more information regarding

the quality of services provided by the bidder, together with a description of the

services rendered to the client

Adverse findings could have an impact on the conclusion of the contract, inclusive of

termination without recourse.

Note: Bidders that fail to comply with the abovementioned special requirements could be

disqualified

10. **SUBMISSION OF BIDS**

Bidders are required to submit one (1) original and five (5) copies of the bid document.

Statistics South Africa may request clarification or further information regarding any aspect

of the proposal. The bidder must provide the requested information within 48 hours after

the request has been made, otherwise the bidder could be disqualified.

Bids received after the closing date and time will not be accepted by the Department.

ENQUIRIES 11.

For more information, please contact:

Bid Office

Telephone Numbers: (012) 310 8940/6978/2114/8359

(012) 337 6413

Fax Number:

(012) 310 8500

E-mail address: bidoffice@statssa.gov.za

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12. COMPULSORY INFORMATION SESSION THROUGH MS TEAMS

Date: 17 January 2022

Time: 10:00

Link:

https://teams.microsoft.com/l/meetup-

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647c7b50db4a%22%2c%22Oid%22%3a%2210ed28e3-195d-4f6e-afe9-

0d2e01423464%22%7d