



international relations & cooperation

Department:
International Relations and Cooperation
REPUBLIC OF SOUTH AFRICA

Private Bag X152, PRETORIA, 0001 • OR Tambo Bld, 460 Soutpansberg Road, Rietondale, PRETORIA, 0084
Tel: +27 (0) 12 351 1000 • www.dirco.gov.za

Reference : **DIRCO 01/2022/23**
Enquiries : Mr K Mokoro; Mr S Molekoa; Mr T Motloung; Mr C Seema; Mr K Mokoro
Telephone : 012 351 1928/0362/8640/19198
Fax : 012 329 1267

Sir/Madam

1. Bid No: **DIRCO 01/2022/23**
2. **APPOINTMENT OF A SERVICE PROVIDER(S) TO DESIGN, IMPLEMENT, MAINTAIN AND SUPPORT ELECTRONIC APPROVAL SOLUTION WITH DIGITAL SIGNATURES FOR A PERIOD OF FIVE (5) YEARS**
3. Required at the Department of International Relations and Cooperation (OR Tambo Building)
4. **Closing date: 02 August 11 O'clock, am.**
5. **A non-compulsory virtual briefing session will be held on: 13 July 2022 10:00am. Bidders can join a non-compulsory briefing session using a link provided on the website where the tender is advertised.**
6. The attached documents consist of this cover page and the following pages.
Terms of Reference, SBD1, SBD3.1, SBD4, SBD6.1 and General Conditions of Contract
7. All documents accompanying this bid invitation must be completed in detail where applicable and returned with your bid.
8. Please make sure that your bid reaches this office before the closing date.
9. When submitting your bid, the following information **must** appear on the sealed envelope:
 - Name and address of bidder
 - DIRCO Number
 - Closing date

The envelope can be placed in the bid box at DIRCO New Head office Building, 460 Soutpansberg road Rietondale Pretoria.

Non-compliance with any of **the above** conditions will result in **your bid being disqualified**.

Yours faithfully

CHIEF DIRECTOR

DATE: 08/07/2022

Kgoro ya Tirišano le Tšhomišano ya Dinaga tša Boditšhabatšhaba • Lefapha la Dikamano le Tshebedisano Dinaheng tsa Matjhaba • Lefapha la Dikamano tsa Boditšhabatšhaba le Tirišano • UMnyango Wezobudlelwano Nokubambisana Bamazwe Namazwe • Litiko Letebudlelwane Bemave kanye Nekusebentisana • ISebe lezobuDlelwane neNtsebenziswano yamZwe ngamaZwe • UmNyango weTjhebiswano nokuSebenzisana kweenTjhabatjhaba • Muhasho wa Vhushaka ha Dzitshakatshaka na Tshumisano • Ndzawulo ya Vuxaka bya Matiko ya Misava na Ntirhisano • Departement van Internasionale Betrekkinge en Samewerking



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& cooperation**

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TERMS OF REFERENCE

DIRCO: APPOINTMENT OF A SERVICE PROVIDER(S) TO DESIGN, IMPLEMENT, MAINTAIN AND SUPPORT AN ENTERPRISE DIGITISATION AND CONTENT MANAGEMENT SOLUTION FOR A PERIOD OF FIVE (5) YEARS

A handwritten signature in black ink, appearing to be 'M.G.' with a flourish.

1. INTRODUCTION

- 1.1 The Department of International Relations and Cooperation (DIRCO/ Department) is a key component of government as it conducts and co-ordinates South Africa's international relations and promotes its foreign policy objectives. At the same time, it also monitors international developments and advise government on foreign policy and related domestic matters.
- 1.2 These activities are coordinated nationally and internationally with South African missions (Embassies, High Commission, Consulates and other Diplomatic Offices) that are located all over the world.
- 1.3 The Department is required to be alert at all times and to have at its disposal, an up-to-date and secure information system to enable it to perform its functions without hindrance or constraints.
- 1.4 DIRCO therefore intends to modernise its environment with Digital Signature Solution to ensure governance and compliance while addressing safety concerns arising from COVID-19 pandemic

2. BACKGROUND AND CONTEXT

- 2.1 DIRCO has 121 offices which are geographically located across the globe in which it conducts international relations through internal and external stakeholders (employees, citizens and strategic alliances).
- 2.2 The department is dependent on documents and information and as such it is a document and information-driven organisation, which relies heavily on the flow of information to and from its stakeholders.
- 2.3 DIRCO's process are currently manual and paper based hence the impact of COVID-19 Pandemic to the safety and production efficiency of the organisation has deteriorated.
- 2.4 DIRCO is in the midst of Digital Transformation journey and has recently invested in the Microsoft Cloud capabilities as part of its strategic initiatives.
- 2.5 This project will be aimed at introducing Digitalisation of records and approval processes including Digital signatures to improve operation efficiency.

3. PURPOSE

- 3.1 The purpose of the Terms of Reference (ToR) is to invite competent bidder/s design, implement, maintain and support a Digital Records Approval Solution for a period of five (5) years. The bidders are expected to outline the technology roadmap that will be implemented over five (5) years to ensure that the Department leverages from latest state-of-the-art technologies at all times.



4. SCOPE OF WORK AND SPECIFICATIONS

4.1 Business requirements

- 4.1.1 The departmental processes in-line with legislations and best practices requires different levels of approvals which are currently manual, and paper based.
- 4.1.2 DIRCO thus require an electronic approval system which will adhere to records management and security standards (classifications).
- 4.1.3 DIRCO requires the establishment of a document digitisation framework that can then be used to digitise existing physical records.
- 4.1.4 Capabilities to access and approve documents online from any device (i.e., Web and App).
- 4.1.5 The following DIRCO's business services must be considered in terms licenses and capabilities of solution:
- Digital Signature Certificates/Class3 for all employees to be able to sign leave, performance agreements etc (4000 users).
 - Advanced Electronic Certificates/Class 4 certificates for contracts, Treaties, Invoices etc (200 users).
 - The solution must cater for a user base of 4200 categorised as above

4.2 Professional Services

- 4.2.1 Design, implement, integrate, commission and maintain an electronic approval solution with Digital Signature Solution for the department.
- 4.2.2 The bidder/s must provide a migration design and implementation plan from the current environment (paper-based to the proposed solution).
- 4.2.3 The bidder/s will be responsible for developing, documenting and implementing designs (high and low level), procedures, configuration documents, standards, frameworks and all level of architecture.
- 4.2.4 The bidder/s will be expected to conduct testing and change management prior to deployment to the production environment.
- 4.2.5 The bidder/s must use a project management methodology to deliver the expected services.
- 4.2.6 The bidder/s must make provision for accredited system administration training for four () DIRCO officials including training material and skills transfer



4.2.7 The bidder/s must make provision for end user training through a training the trainer approach. This should also include standard operating procedures and user manuals.

4.2.8 The bidder/s must propose maintenance and support for the Solution for the duration of the license (5 Years).

4.3 **Technical Specifications**

4.3.1 The aspect of the document outlines the mandatory technical requirements that the proposed solution must address.

4.3.2 The proposed solution must include licensing for the all the DIRCO users as per the business requirements.

4.3.3 The proposed solution is expected to utilise SharePoint to maximise and optimise of DIRCO's investment.

4.3.4 The proposed solution must include, but is not limited to, at least the following functional requirements:

i. **Digitisation of Enterprise Content and Business Processes**

- Migration of all records currently in windows share to the relevant departmental sites indexed appropriately.
- Implement processes to capturing the new documentation with base line templates and records management standards
- Automated document classification, business process, workflow and approval implementation for the DIRCO manual business processes.
- Provision of digitalisation software with intelligence to scan physical documents and automatically assign them to the defined Records Management repositories.

ii. **Active Directory Integration:** Integration with Active Directory with Single Sign On (SSO) including support for multifactor authentication.

iii. **Integration:** Flexible API for integration including out of the box integration with Office 365 and Microsoft cloud platforms.

iv. **Non-Registration Signing:** Recipient capability to click on a link to open and sign without the need for downloads or sign-ups (registration).

v. **Encrypted Custom Document Format (.DIRCO)**

Service provider to propose a custom document format with its own file opening system and added security in terms of content and meta data encryption, file password protection and certificate signing of the approved



documents. The document should not be able to open on any of the standard office or imaging products and must be patented and developed exclusively for DIRCO.

- vi. **Multiple File Types Support:** Works with multiple file types, for example PDF, DOC, XLS, TXT and XML etc.
 - vii. **Document Templates capability:** Create and store prebuilt templates to reuse for common file types.
 - viii. **Document Tracking capability:** The solution must contain document tracking via a secure intuitive dashboard.
 - ix. **Workflows capability:** Initiators must be able to set up automated signature flows and select the order of the signers and add expiry and deadline dates.
 - x. **Bulk Signing capability:** Send one document to multiple recipients and gather a signature from each recipient.
 - xi. **Notifications capability:** Solution must offer notification and reminders to inform signers and document owners about the progress of the agreement and signature process.
 - xii. **Reporting:** The solution must offer prebuilt/standard and customizable reports. The solution provider must be utilize Microsoft B.I Analytics for reporting.
 - xiii. **Comments:** Allow recipients (signers) to add comments to the document / request with approval or rejection.
 - xiv. **Branding:** The request for signature should support company branding (white labelling).
 - xv. **Written (Wet) Signature Workflow:** The Solution must support documents with a mix of wet ink and electronic signatures.
 - xvi. **Initials Support:** Ability to (automatically) place Initials on every page on a document.
 - xvii. **Mobile Applications:** The solution must allow users to securely sign using any mobile device such as HarmonyOS, Android and iOS.
- 4.3.5 The proposed solution must include, but is not limited to, at least the following compliance requirements:
- i. **SES/BES:** Support for basic/standard electronic signatures



- ii. **Electronic/AES/Class 4:** Support Advanced Electronic Signature (AES) for documents with multiple signers. And Ability to verify signed documentation whether manually signed, electronically signed and digitally signed.
- iii. **South African Legislation:** The solution must comply with Electronic Communication Transaction (ECT) Act.
- iv. **Privacy Compliance:** The solution must General Data Protection Regulation (GDPR) and/or Protection of Personal Information Act (POPIA) compliant.
- v. **Self- Contained Validity:** Anyone should be able to validate the signature, even without access to the system.
- vi. **Audit Trail / Chain of Custody:** The solution must keep an audit trail of all activities.
- vii. **Industry Certifications:** The solution must be certified and adhere to standard industry certifications, ISO 27001 Information Security Management System Compliance and Quality Management Standards ISO 9001 and Business Continuity Management Standard ISO 22301 (Security and Resilience)

A valid report and existing customer business case / reference shall be provided. How this was incorporated as part of the solution delivery.
- viii. **Role-Based:** The solution must support Access Control through role-based security.
- ix. **Account Delegation:** The solution must support account delegation with full audit trail.
- x. **Multi Factor Authentication (MFA):** Support for any method of authentication from independent categories of credentials to verify the signer's identity.
- xi. **Tamper Proof:** Each signature must be protected with a tamper-proof seal, which alerts you if any part of the document is changed after signing.
- xii. **Data loss/leakage:** The solution must provision for protection of data.
- xiii. **Data Sovereignty:** The solution must ensure that all information resides in the confines of South African datacentres.

4.4 **Project Implementation specifications for all categories**

- 4.4.1 The bidder/s must use appropriate project management methodology to deliver the expected services.
- 4.4.2 The bidder/s proposed Project Management Plan (PMP) is expected to cover, amongst others, the following:



- Detailed Project definition and planning;
- Detailed Project implementation plan;
- Project timeframes;
- Detailed Pricing for the project; and
- Detailed Project stages and milestones.

4.4.3 The bidder/s must ensure that the project is completed within a maximum period of 18 months after the issuance of the purchase order

4.4.4 Project Costing

- The bidder/s must provide a detailed proposal with itemised costing of services related to the items as indicated in the specifications (VAT inclusive); SBD 3.1.
- Only SBD 3.1 costing will be accepted.

4.5 **Maintenance and Support for all categories**

4.5.1 The bidder/s are expected to provide a maintenance and support for period of five (5) years.

4.5.2 The proposal must cater for software patch management and upgrades.

4.5.3 The proposal must ensure that the means to respond should a maximum period of 2 hours when there a software problem.

5. **VALIDITY OF PERIOD OF BID**

Bidders are expected to submit a bid that will be valid for at least a period of four (4) months.

6. **EVALUATION METHODOLOGY**

All the bids received will be evaluated in three phases: **(Administrative Compliance, Functionality and B-BBEE Status Level of Contribution)**

6.1 **Phase 1: Administrative Compliance**

Bidders can join a non-compulsory virtual briefing session using the link provided where the tender is advertised.

Potential Service Providers must comply with all minimum requirements in order to qualify for the next stage of the evaluation process. Non submission will result in disqualification.

The minimum requirements which must be fully and comprehensively complied with are as follows:



Document that must be submitted	Non-submission may result in disqualification	
<p>Completed and signed Standard Bid Documents SBD1 and SBD 4</p> <p>In case of Joint Venture arrangement, all bidders/members must also submit all the mandatory documents</p>	YES	<p>Completed and signed SBD1, SBD 4</p> <p>In the event a bidder fails to submit the completed documents at the time of submitting the proposal, the bidder will be requested to submit the documents within 3 days from the date of request, failure to submit the documents will disqualify the bidders.</p> <p>In case of Joint Venture arrangement, all parties must also submit all the mandatory documents</p>
SBD 6.1	NO	<p>Completed and signed SBD 6.1 B-BBEE points will be allocated to bidders on submission of the following documentation or evidence:</p> <ul style="list-style-type: none"> • A duly completed and signed Preference Point Claim Form: SBD 6.1; and • B-BBEE Certificate or a sworn affidavit <p>Failure to submit the signed documents will not be a disqualifying factor but will result in forfeiting the BBBEE points</p>
Registration on Central Supplier Database (CSD)	YES	<p>Bidders must be registered as a service provider on the CSD. If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number.</p>
Tax compliance Status on CSD	YES	<p>Submit proof of registration.</p> <p>In the event where the Bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence.</p> <p>In the event the bidder is not tax compliant at the time of submission of the proposal, the bidder will be notified in writing of their non-compliance status and will be given 7 working days to submit a proof from SARS of their tax compliance status</p> <p>The bidder will be disqualified should they fail to provide written proof of their</p>

		tax compliance status after 7 days of notification In case of a Joint Venture a joint BBBEE certificate must be submitted.
Completed and signed Standard Bid Document SBD 3.1	YES	All bidders must complete, initial and sign the SBD 3.1 form.
Subcontractor Agreement. If the contract value is above R30 million. Bidder(s) must submit signed subcontract agreement to sub-contract a minimum of 30% of the value of the contract to Exempted Micro Enterprises (EMEs) or Qualifying Small Enterprises (QSEs) which are 51% owned by either one of the following: Black Owned, black youth, black women owned.(A Signed agreement by both parties to be submitted with the proposal)	YES	Bidder(s) must submit a signed subcontract agreement to subcontract a minimum of 30% of the value of the contract to- (a) an EME or QSE; This gazette is also available free online at www.gpwnline.co.za 28 No. 40553 GOVERNMENT GAZETTE, 20 JANUARY 2017 9 (b) an EME or QSE which is at least 51% owned by black people; (c) an EME or QSE which is at least 51% owned by black people who are youth; (d) an EME or QSE which is at least 51% owned by black people who are women; (e) an EME or QSE which is at least 51% owned by black people with disabilities; (f) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships; (g) a cooperative which is at least 51% owned by black people; (h) an EME or QSE which is at least 51% owned by black people who are military veterans; or (i) more than one of the categories referred to in paragraphs (a) to (h).
The Service Provider must be an Original Software Manufacture (OSM) or a registered OSM partner for the proposed Solution	YES	Bidder/s must provide OSM partner accreditation letter or certificate.
Service Provide must be accredited by the South African Accreditation Authority (SAAA) as per ECT Act	YES	Bidder/s must provide proof of SAAA accreditation.
Bidders must provide a letter committing to comply with all specifications as per the Terms of Reference.	YES	Bidders must provide a letter committing to comply with all specifications as per the Terms of Reference.
Letter of commitment for support	YES	The bidder/s must provide a letter of commitment to enter into a support agreement



6.2 **Phase 2: Functionality Criteria**

- 6.2.1 A panel will evaluate all proposals received on the functionality criteria as reflected. A bidder that scores less than sixty five percent (65%) in respect of "functionality" will be regarded as submitting a non-responsive bid and will be disqualified.
- 6.2.2 For purposes of comparison and in order to ensure a meaningful evaluation, bidders are requested to furnish detailed information in substantiation of compliance with the evaluation criteria:

Functionality criteria																	
Item	Criteria	Response required. (All responses must be based on the Specifications)	Weight														
1.	Capacity to deliver the project.	<p>Provide evidence of experience in successfully executing similar projects in the form of signed testimonials from institutions, with a minimum of R5 million contract value in the last 5 years, with contactable references.</p> <p>For the reference/testimonial to be valid, it must include the following information:</p> <ul style="list-style-type: none"> ✓ Letter Head ✓ Customer name and contact details. ✓ Scope of services ✓ Date of Award <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th>Scoring matrix</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>0 testimonial with reference</td> <td>0 Point</td> </tr> <tr> <td>1 testimonial with reference</td> <td>1 Point</td> </tr> <tr> <td>2 testimonials with references</td> <td>2 Points</td> </tr> <tr> <td>3 testimonials with references</td> <td>3 Points</td> </tr> <tr> <td>4 testimonials with references</td> <td>4 Points</td> </tr> <tr> <td>5 testimonials with references</td> <td>5 Points</td> </tr> </tbody> </table>	Scoring matrix	Points	0 testimonial with reference	0 Point	1 testimonial with reference	1 Point	2 testimonials with references	2 Points	3 testimonials with references	3 Points	4 testimonials with references	4 Points	5 testimonials with references	5 Points	20
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2 testimonials with references	2 Points																
3 testimonials with references	3 Points																
4 testimonials with references	4 Points																
5 testimonials with references	5 Points																
2.	Technical capacity	<p>The bidder/s must provide at least 3 of the following organisation's certifications for Microsoft Gold or Silver Partnership in:</p> <ol style="list-style-type: none"> 1. Project Management 2. Application Development 3. Application Integration 4. Apps Development 5. DevOps (Azure Cloud) 6. Data Center (Infrastructure) <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th>Scoring matrix</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>No certification</td> <td>0 Point</td> </tr> </tbody> </table>	Scoring matrix	Points	No certification	0 Point	45										
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No certification	0 Point																

		<table border="1"> <tr> <td>1 compliant certification</td> <td>1 Point</td> </tr> <tr> <td>2 compliant certifications</td> <td>2 Points</td> </tr> <tr> <td>3 compliant certifications</td> <td>3 Points</td> </tr> <tr> <td>4 compliant certifications</td> <td>4 Points</td> </tr> <tr> <td>5 or more compliant certifications</td> <td>5 Points</td> </tr> </table>	1 compliant certification	1 Point	2 compliant certifications	2 Points	3 compliant certifications	3 Points	4 compliant certifications	4 Points	5 or more compliant certifications	5 Points					
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2 compliant certifications	2 Points																
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4 compliant certifications	4 Points																
5 or more compliant certifications	5 Points																
3.	Project Implementation Strategy	<p>The bidder/s must provide a detailed project management plan on how they implement the solution stipulated timeframe of 18 months. The plan must include activities, milestones, resources and timeframes. The Project plan should include the following:</p> <ul style="list-style-type: none"> ✓ Detailed Project definition and planning. ✓ Detailed Project implementation plan with timeframe, stages and milestones ✓ Detailed Pricing for the project. ✓ Detailed Resource allocation. ✓ Detailed timeframes <table border="1"> <thead> <tr> <th>Matrix</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>No project plan</td> <td>0 Point</td> </tr> <tr> <td>No key factor</td> <td>1 Point</td> </tr> <tr> <td>One key factors</td> <td>2 Points</td> </tr> <tr> <td>Two key factors</td> <td>3 Points</td> </tr> <tr> <td>Three key factors</td> <td>4 Points</td> </tr> <tr> <td>All key factors</td> <td>5 Points</td> </tr> </tbody> </table>	Matrix	Points	No project plan	0 Point	No key factor	1 Point	One key factors	2 Points	Two key factors	3 Points	Three key factors	4 Points	All key factors	5 Points	15
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4.	Detailed design and Architecture proposal	<p>Bidder/s must provide detailed documents and schematic diagrams showing all physical distribution of the hardware and software for their proposed solution in relation to the business requirements. The detailed low level design must be provided after the appointment of the bidder.</p> <p>The documents must include, amongst others the following aspects:</p> <ul style="list-style-type: none"> ✓ Conceptual design. ✓ High Level design. ✓ Detailed technical specifications ✓ Migration/Transition strategy <table border="1"> <thead> <tr> <th>Scoring matrix</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>No aspect designed</td> <td>0 Point</td> </tr> <tr> <td>Conceptual design</td> <td>2 Point</td> </tr> <tr> <td>Conceptual design and High-level design</td> <td>3 Points</td> </tr> <tr> <td>Conceptual design, High level design and Detailed technical specifications</td> <td>4 Points</td> </tr> <tr> <td>Design of four aspects</td> <td>5 Points</td> </tr> </tbody> </table>	Scoring matrix	Points	No aspect designed	0 Point	Conceptual design	2 Point	Conceptual design and High-level design	3 Points	Conceptual design, High level design and Detailed technical specifications	4 Points	Design of four aspects	5 Points	20		
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- 7.4 The bid evaluation will only be done on the basis of information that was requested and provided.
- 7.5 All documents submitted in response to this proposal shall become the property of DIRCO
- 7.6 DIRCO reserves the right and full discretion to:
- 7.6.1 Withdraw from this process and the provisions of the bid at any time;
 - 7.6.2 Cancel this bid at any time and all subsequent proposals may be rejected in whole or in part.
 - 7.6.3 Change the dates of adjudication and submission;
- 7.7 The department's decisions will be final and no correspondence will be entered into from the closing date of submissions until after the selection process has been completed. Bidders will be formally notified of the outcome of the bid.
- 7.8 A bid proposal will only be deemed accepted once written notice is given by DIRCO to the successful bidder and a service level agreement has been entered into between parties.
- 7.9 Receipt of a proposal neither commits DIRCO to award the bid to any entity, even if all requirements stated in this TOR are met, nor does it limit DIRCO's right to negotiate in its best interest.
- 7.10 It will be accepted that the bidder, on submitting the bid response, has read, understood and accepted all the terms and conditions of this TOR. It shall therefore be presumed by DIRCO that the submission of the bid proposal by any bidder confirms its complete acceptance of the terms and conditions of the document.
- 7.11 DIRCO reserves the right to invite bidders to present or otherwise demonstrate their proposed solution to clarify aspects that are required as part of the evaluation process, at the respondent's own costs.
- 7.12 DIRCO will not be responsible for or pay any expense or losses which may be incurred by any bidder in the preparation and submission of the bid proposal and the costs of the proposal at all stages of the bid process shall be for each bidder's own account.
- 7.13 If the bidder is a company, a certified copy of the resolution of the Board of Directors (personally signed by the Chairman of the Board) authorising the person who signs this bid proposal to do so, as well as to sign any agreement resulting from this bid and any other documents and correspondence in connection with this bid and/or agreement on behalf of the company, must be submitted with this bid proposal.
- 7.14 If the respondent is a partnership, a certified copy of the resolution of the partners (personally signed by all the partners) authorizing the person who signs this bid proposal to do so, as well as to sign any agreement resulting from this bid and any other documents and correspondence in connection with this bid and/or agreement on behalf of the partnership, must be submitted with this bid proposal.
- 7.15 If a bidder/bidders and its partner, or any person employed by him/her/it, is found to have either directly or indirectly offered, promised or given to any person in the employ of DIRCO any commission, gratuity, gift or other consideration, DIRCO shall have the right summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to immediately disqualify the bidder. The bidder will be responsible for all and any loss that DIRCO suffers as a result hereof.
- 7.16 All information and pricing will be treated as strictly confidential and will be used for the evaluation of the bid only. No information will be disclosed to parties outside of the bid evaluation committee.

- 7.17 Please supply a covering letter on your own letterhead signed by your duly authorized representative of the entity and acknowledgement containing the following:
- "The bidder/bidders and its partner warrants that any or all the information disclosed in the bid response is true and correct and will be binding; the bidder agrees to provide any documentary proof of such information that may be requested by DIRCO at any stage during the bid process"
- 7.18 Throughout this bid process and thereafter, prospective bidders must obtain from DIRCO written approval prior to the release of any information that pertains to the potential work or activities covered by this bid or the subsequent process. Failure to adhere to this requirement will result in immediate disqualification from the bid process and DIRCO reserves the right to institute legal proceedings against the bidder.
- 7.19 DIRCO will treat all proposals as confidential until a contract is awarded or the process is completed. Thereafter, proposals and related documentation may be made available for inspection at DIRCO's sole discretion, except for material that is proprietary or confidential. DIRCO will not disclose or make public any information, which the bidder and its partner has marked "proprietary" or "confidential".
- 7.20 It is compulsory for all persons employed or contracted by the successful bidder/bidders and its partner and who will partake in this project to undergo security vetting.
- 7.21 DIRCO reserves the right to require the replacement of any person assigned to this project, should they not receive a successful security clearance, at the commencement of the contract.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION					
BID NUMBER:	DIRCO 01/2022/23	CLOSING DATE:	05 AUGUST 2022	CLOSING TIME:	11:00:AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER(S) TO DESIGN, IMPLEMENT, MAINTAIN AND SUPPORT AN ENTERPRISE DIGITISATION AND CONTENT MANAGEMENT SOLUTION FOR A PERIOD OF FIVE (5) YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

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					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	
[TICK APPLICABLE BOX]		<input type="checkbox"/> No		<input type="checkbox"/> Yes	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?		<input type="checkbox"/> No			
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		<input type="checkbox"/>	A REGISTERED AUDITOR		
		<input type="checkbox"/>	NAME:		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	[IF YES ENCLOSE PROOF]			[IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)		

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 ONLINE
- 1.3. 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.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. 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.GOV.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 CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SBD 3.1 Five (5) Years

**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

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

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

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

Required by: DIRCO

Location: All DIRCO OFFICES

PRICE SUMMARY: All Categories as per Terms of Reference

PRICE ELEMENT	PRICE OFFERED IN RAND
Design, Implement, Integrate, Commission and Maintain Electronic Approval Solution	
Secure Digital Signature	
Active Directive Integration	
Migration Design and Implementation Plan from Paper Environment to digital platform.	
Articulation of Migration Strategy on its entirety	
Enterprise license for 4000 Dirco end users	
Digital Signature for certificate class 3 to sign leave, performance agreement for 4000 users	
Advanced Electronic Certificate Class 4 for Contracts, Treaties, and invoices for 200 end users	
Five years (5) maintenance strategy	
Customised Encrypted Document format for Dirco	
Digitization for Enterprise Content and Business Process	
Accredited training for four (4) Dirco officials End user training and skills transfer	

Mobile Application for iOS, Android and HarmonyOS	
Any other costs	
Total	
VAT 15%	
Total Bid Price Offered	

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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 and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are 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. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 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**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, _____ the _____ undersigned, (name)..... 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 not to be true and complete in every respect;
- 3.3 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 consortium² will not be construed as collusive bidding.
- 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.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

² 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.

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.

- 3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature Date
..... Position Name of bidder

**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 exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 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	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
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) **“price”** 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. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

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

80/20

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{max} = Price of highest acceptable bid

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

- 5.1 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 7.1 B-BBEE Status Level of Contributor: . =(maximum of 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 status level of contributor.)

8. SUB-CONTRACTING

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

(**Tick applicable box**)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	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 least 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 veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business:.....

9.8 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.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

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)

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

- (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 Programme (NIP)** 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.