



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 05/2020/21**
Enquiries : Mr Seema; Mr K Mokoro; Mr T Motloun
Telephone : 012 351 9188/0915/ 012 301 8640
Fax : 012 329 1267

Sir/Madam

1. Bid No: **DIRCO 05/2020/21**
2. **REQUEST FOR PROPOSALS: INVITATION TO SERVICE PROVIDERS TO BID FOR THE DESIGN, PROVISION, IMPLEMENTATION, SUPPORT AND MAINTENANCE OF A PRIVATE CLOUD SYSTEM BASED ON HYPER CONVERGED INFRASTRUCTURE ARCHITECTURE OVER A PERIOD OF FIVE (5) YEARS**
3. Required at the Department of international Relations and Cooperation (OR Tambo Building)
4. **Closing date: 08 September 2020 11 O'clock am**
5. **A non-compulsory virtual briefing session will be held on: 17 August 2020. 10:00am Bidders can join 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, SBD8, SBD9, 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

Act

CHIEF DIRECTOR

DATE: *2020/07/31*

Kgoro ya Tirišano le Tšhomišano ya Dinaga Iša Bodišhabatšhaba • Lefapha la Dikamano le Tshebedisano Dinaheng Isa Matjhaba • Lefapha la Dikamano tsa Bodišhabatšhaba le Tirisano • 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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TERMS OF REFERENCE

DIRCO: INVITATION TO SERVICE PROVIDERS TO BID FOR THE DESIGN, PROVISION, IMPLEMENTATION, SUPPORT AND MAINTENANCE OF A PRIVATE CLOUD SYSTEM BASED ON HYPER CONVERGED INFRASTRUCTURE ARCHITECTURE OVER A PERIOD OF FIVE (5) YEARS.

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1. INTRODUCTION

- 1.1 The Department of International Relations and Cooperation (DIRCO) 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 advises 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, up-to-date and secure information to enable it to perform its functions without hindrance or constraints.
- 1.4 DIRCO therefore intends to establish a Private Cloud System (PCS) and associated capabilities based on a hyper-converged architecture that will be leveraging on on-premises infrastructure and also have the capability to integrate with external cloud systems seamlessly.
- 1.5 For security reasons, detailed information pertaining to DIRCO's current server and related systems environment will only be shared with the shortlisted bidders who will be subjected to strict security screening process which include signing the Secrecy Declaration.

2. BACKGROUND AND CONTEXT

- 2.1 The current state of the DIRCO data centre facilities and Infrastructure provide the Department with the ideal opportunity to re-engineer the entire environment into a modern state-of-the-art facility that includes the introduction of cloud principles.
- 2.2 The goal of establishing a PCS is to define an ecosystem of different clouds, for exclusive access by DIRCO that will be managed by DIRDO ICT.
- 2.3 The inclusion of Cloud Principles will allow DIRCO to leverage key characteristics that differentiates a cloud capability from a conventional hosting model through:
 - a) The pooling and sharing of resources in a multi-tenant environment;
 - b) On-demand availability of highly scalable infrastructure with rapid elasticity;
 - c) Measured services billed based on usage with the offering of the following pre-defined service portfolio:
 - i. Infrastructure-as-a-Service (IaaS) - the hardware and software that powers it all - servers, storage, networks, operating systems owned and hosted by DIRCO Information and Communication Technology (ICT);
 - ii. Platform-as-a-Service (PaaS) - an abstracted and integrated cloud-based computing environment that supports the development of business applications.
 - iii. Software-as-a-Service (SaaS) - software applications that is deployed over the internet - applications provided to consumers as a service on demand, through a subscription, in a "pay-as-you-use" or "usage-based" model.

- 2.4 The introduction of cloud principles will allow for flexible, effective and cost efficient rendering of transversal business solutions such as Authentication, Messaging and Collaboration etcetera.
- 2.5 With Cloud Computing the concept of end-to-end request fulfilment to be implemented should bring the following benefits:
- Highly secured Infrastructure which offers a comprehensive, unified approach to protect resources at the control plane, data plane and management plane.
 - Encryption of data at rest and in motion
 - Elasticity to meet peak workloads;
 - Ensuring that the Internal IT staff can manage all environments at different levels to meet business needs;
 - Flexible workloads that can be moved within the broader Government Cloud Environment;
 - Highly fault-tolerant and agile.
- 2.6 End-to-end request fulfilment will consists of 5 major steps namely:
- Demand Planning and Management through Secure Access Channels;
 - Intelligent Service Decision Making;
 - Effective Supply Chain System;
 - Highly Flexible Architecture; and
 - Service Fulfilment.



Figure 1: Request fulfilment steps

- 2.7 Figure1 above shows how end-to-end request fulfilment will support the five characteristics of Cloud Computing, namely:
- On-demand self-service access to cloud resources and services;
 - Dynamic resource allocation with elasticity;
 - Resource pooling within a hyper-scale cloud ecosystem;
 - Measure service allowing the Department to pay only for what is consumed; and
 - Access to services through broad network access.
- 2.8 This document builds upon a Reference Architecture (RA) by documenting not only the Business Requirements, Architecture Principles and Design Decisions, but also the Conceptual Architecture and key Logical Designs that will guide the logical designs and physical implementations of the PCS. The scope of the PCS Blueprint and Conceptual Architecture is depicted in Figure 2 below.

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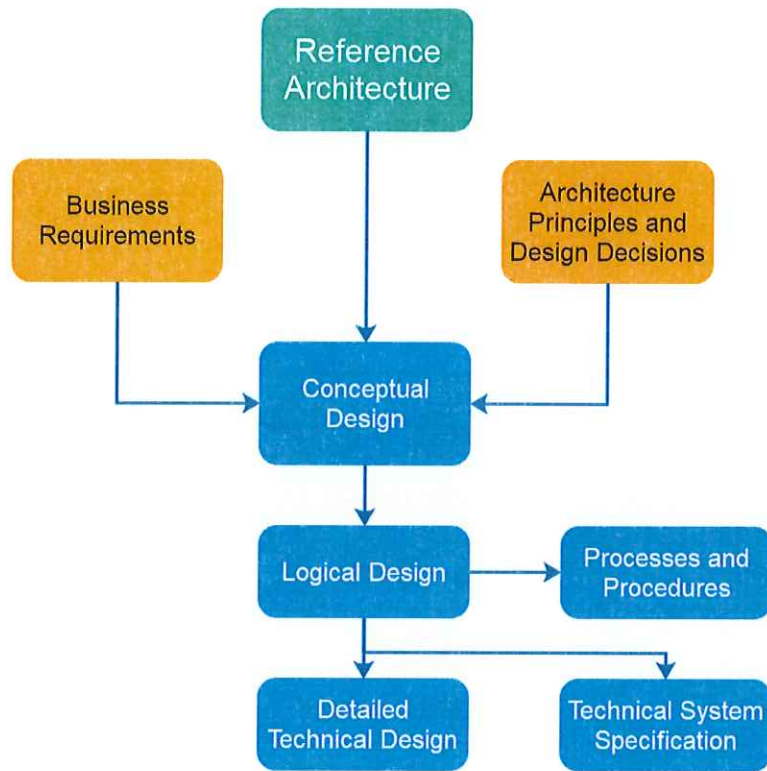


Figure 2: Scope of the PCS Blueprint and Conceptual Architecture

3. PURPOSE

- 3.1 The purpose of the Terms of Reference (TOR) is to invite competent bidder/s to submit proposals to create a robust Private Cloud System based on Hyper Converged Infrastructure (HCI) Architecture for use by DIRCO over a period of five (5) years.
- 3.2 Figure 3 below provides an overview of the components and services that are required from the bidder to establish the Private Cloud System as described in this TOR.

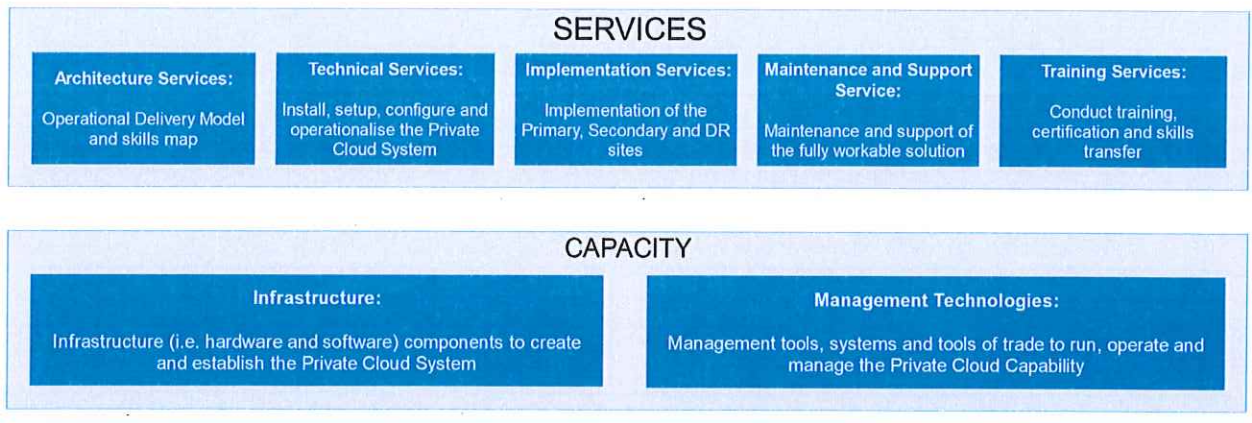


Figure 3: Requirements to establish a Private Cloud System for DIRCO

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4. BUSINESS REQUIREMENTS

The Department intends introducing a Private Cloud System (PCS) capability in its data centres to ensure readiness for business Digital transformation. The security of information at rest and in motion is of utmost importance to the Department.

- 4.1 The Department therefore needs a turn-key robust Private Cloud System to be established that:
- 4.1.1 Enables DIRCO to provide an enterprise-class, agile and scalable platform with complete infrastructure service lifecycle management to its clients;
 - 4.1.2 Provides on-demand access and control of infrastructure resources and security while enabling customers to maximise asset utilisation;
 - 4.1.3 Integrates all the key functionality that customers demand of a cloud;
 - 4.1.4 Provides a framework for adding other services;
 - 4.1.5 Includes both a first Primary Region with local backup, a second Primary Region that duplicated the first Primary Region in an active-active arrangement, as well as a Disaster Recovery Region (third data centre) that replicates the primary regions and provide failover in case a data centre in the Primary Region fails;
 - 4.1.6 Allows federation by enabling users to choose resources from multiple locations deployed throughout service footprint;
 - 4.1.7 Supports legacy systems as they transition to cloud;
 - 4.1.8 Provides Inter-cloud management capabilities;
 - 4.1.9 Provides workload migration and synchronization capabilities;
 - 4.1.10 Includes management tools, specifically a Cloud Management Platform that overarches the full Private Cloud System and call also manage any external cloud service provider;
 - 4.1.11 Integrates seamlessly with critical systems within the DIRCO ecosystem including, but not limited to:
 - i. Active Directory;
 - ii. SharePoint System;
 - iii. Exchange System;
 - iv. Financial Systems and
 - v. Transversal Systems.
 - 4.1.12 Provides preconfigured scheduled and ad-hoc reports on cloud usage and costs across all systems while reports must have the ability to breakdown usage by:
 - i. user;
 - ii. application;
 - iii. departments;
 - iv. cloud accounts;
 - v. service;



- vi. site; and
- vii. any other variable the Department will specify.

5. SCOPE OF WORK

5.1 Professional services

The bidder/s will be required to propose the following aspects in the provisioning of the PCS to transform the existing Information Technology platform of DIRCO.

- 5.1.1 Design, implement, integrate, commission and maintain a PCS based on latest Hyper Converged Infrastructure (HCI) technologies at multiple datacentres of DIRCO, configured in a synchronous manner.
- 5.1.2 The bidder/s' design must cover the Operating Systems and HCI configurations.
- 5.1.3 The bidder/s' design must cover a hybrid cloud environment.
- 5.1.4 The bidder/s must provide a migration design and implementation plan from the current environment to the proposed solution.
- 5.1.5 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.
- 5.1.6 The bidder/s will be expected to conduct testing and change management prior to deployment to the production environment.
- 5.1.7 The bidder/s must use a project management methodology to deliver the expected services.
- 5.1.8 The bidder/s must propose a suitable operational model for the successful management of the environment including:
 - Operations Reference Model (ORM).
 - Skills requirement from DIRCO to operate the proposed infrastructure.
 - Resource requirements in line with the deployment footprint and volume matrix.
 - Propose certification training plan based on the ORM for DIRCO ICT officials.
 - Propose skills transfer plan based on the ORM for DIRCO ICT officials that will enable them to effectively manage the environment within a period of a year of the deployment of the PCS.
 - In addition to the provisioning of relevant certified training, the bidder/s **are** expected to provide the over the shoulder training/skills transfer.

5.2 Hardware and Software Components required

- 5.2.1 The proposed hardware components must be put together in the form of a Hyper-Converged Infrastructure, sometimes referred to as an appliance, which is defined as: "The grouping of multiple IT components into a single, optimized computing solution.

Components of converged infrastructure include Servers, Data Storage, Virtualization, Networking Equipment and Software required to manage and orchestrate the virtual infrastructure”.

5.2.2 The solution must include, but is not limited to, at least the following hardware and software components:

- i. **Operating System** – Foundation software required to run on virtual machines in order to run various software applications;
- ii. **Hypervisor** - Creation of a virtualized server, storage and network environment for production sites and the disaster recovery environment as well as integration with public cloud environment in the future;
- iii. **Workload-Optimised Enterprise Storage** for;
 - a. **Storage** - Shared disk storage environment for production and disaster recovery environments;
 - b. **Target-based de-duplication** – Algorithm required to reduce the overall data storage footprint through the intelligent elimination of duplicates used across systems and users;
 - c. **Enterprise backup** - Disk Backup and recovery, Application level backup and de-duplication infrastructure for production and offsite backups;
 - d. **Archiving** – Storage of less frequently used data in near-line of the off-line storage based on retention periods;
 - e. **Data Security**- the information must be secured at rest and in motion.
- iv. **Network hardware and software** –
 - a. **In- data centre network (DC Local Area Network) hardware and software capable** of implementing **Virtual Extensible Local Area Network (VXLAN)** configurations to separate control, virtualized and customer networks. This also includes hardware and software load balancers, support for network redundancy protocols and routing daemons; and
 - b. **Interconnectivity between the Primary and Disaster Recovery Regions (DCs)** will be established via the current network services provider and is **EXCLUDED** from this TOR.
- v. **Infrastructure secure separation capability**- Compute resources can be configured to ensure physical and logical separation of resources between functional environments such as Production and Test on Development.

5.3 Maintenance and Support requirements

5.3.1 The bidder/s are expected to provide a maintenance and support strategy on how they will support the infrastructure across the 3 main data centres.

- 5.3.2 Provide a maintenance and support agreement for the equipment for a period of five (5) years.
- 5.3.3 The bidder/s are expected to propose a support strategy that will ensure that the Department will be able to manage and support first and second level operations post implementation.
- 5.3.4 Ongoing Support agreement with turnaround timeframes of 2 hours during zero day disasters and 4 hours during normal support calls.

6. VALIDITY OF PERIOD OF BID

Bidders are expected to submit a bid that will be valid for a period of at least three (3) months.

7. EVALUATION METHODOLOGY

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

7.1 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 of the required information will result in the bidder/s being disqualified. The Department reserves the right to verify the authenticity of all the information provided by the bidders.

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

Documents that must be submitted	Non-submission may result in disqualification?	
Standard Bid Documents (SBD) : SBD 1, SBD 4, SBD 8, SBD 9	YES	Completed and signed SBD 1, SBD 4, SBD 8, SBD 9 In the event the bidders fail to submit the completed documents at the time of submitting the proposal, a 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. In case of Joint Venture arrangement, all parties must also submit all the mandatory documents.

SBD 6.1	NO	<p>Completed and signed SBD 6.1</p> <p>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 BBEE points.</p>
SBD 3.1 form	YES	All bidders must complete, initial and sign the SBD 3.1 form.
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> <p>Submit proof of registration.</p>
Tax compliance Status on CSD	YES	Tax compliance Status will be confirmed upon awarding of the bid.
Joint Venture agreement	YES	In case of Joint Venture arrangement, a signed Joint Venture agreement must be attached with all SBD forms and a joint BBEE certificate.
Proof of Microsoft Gold Partner accreditation	YES	Bidder/s must present a Microsoft Gold Partner Certificate.
Proof of Certified Cloud Architects	YES	Bidder/s must present certificates of their cloud architect from the OEM of the proposed solution.
Capacity to deliver	YES	<p>Bidder/s must have a global footprint in order to be considered.</p> <p>Bidder/s must provide evidence of experience in successfully designing, implementing and configuring a Private Cloud System for other international organisations with at least two data centres (one local and one International) in the form of signed testimonials, with contactable references.</p> <p>In order for the reference/testimonial to be valid, it must include the following information:</p> <ul style="list-style-type: none"> • Letterhead. • Customer name and contact details. <p>Scope of deliverables or services.</p>

Knowledge and expertise	YES	<p>Bidders must demonstrate thorough knowledge and expertise of business transformative technologies in the following areas: Cyber security, Data Science, Analytics, Artificial Intelligence and Machine Learning. The bidders must provide CVs for the following persons who will be part of the project: Lead Cloud Architect, HCI engineers, Cyber security Engineer, Data Scientist and Project Manager outlining their experience and capabilities in executing similar projects. The CVs must be accompanied by certified qualifications.</p> <p>The following minimum requirements must be met:</p> <ul style="list-style-type: none"> • HCI certification for Lead Engineer/s. • HCI certification for Support Engineer/s. • Data Science/Management certification/ Certified Storage Engineer or similar. • Microsoft Certified. • Certified Information Systems Security Professional (CISSP). • Prince2 / PMBOK Certification of Project Manager.
Design and Architecture documents	YES	<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 outlined in section 4 and scope of work in section 5.</p> <p>The documents must include, amongst others the following aspects:</p> <ul style="list-style-type: none"> ✓ Conceptual design. ✓ High Level design.
Commitment Letter	YES	<p>The bidder/s must provide a letter of commitment to enter into a support agreement as per the requirements of the department</p>
Signed Letter of accreditation as a reseller from the Original Equipment Manufacturer (OEM)	YES	<p>Authorisation for distribution and sale of equipment from OEM's internationally of the proposed hardware.</p>

<p>Subcontractor Agreement.</p> <p>If the contract value is above R30 million. The bidder must submit a signed subcontract agreement to subcontract 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</p>	<p>YES</p>	<p>Bidder(s) must submit a signed subcontract agreement to subcontract a minimum of 30% of the value of the contract to-</p> <p>(a) an EME or QSE; This gazette is also available free online at www.gpwonline.co.za 28 No. 40553 GOVERNMENT GAZETTE, 20 JANUARY 2017 9</p> <p>(b) an EME or QSE which is at least 51% owned by black people;</p> <p>(c) an EME or QSE which is at least 51% owned by black people who are youth;</p> <p>(d) an EME or QSE which is at least 51% owned by black people who are women;</p> <p>(e) an EME or QSE which is at least 51% owned by black people with disabilities;</p> <p>(f) an EME or QSE which is 51% owned</p>
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N.B. All bidder/s must note that failure to meet the above criteria will result in disqualification and they will not be considered for the next phases of evaluation.

7.2 Phase 2: Functionality Criteria

- 7.2.1 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.
- 7.2.2 For purposes of comparison and in order to ensure a meaningful evaluation, bidders are requested to furnish detailed information in substantiation of compliance to the evaluation criteria:

Values: 0=No Information; 1=Poor, 2=Fair, 3=Good, 4=Very Good, 5=Excellent

7.2.3 **SITE VISITS AND PRESENTATION**

- 7.2.3.1 DIRCO reserves the right to call for presentations and to conduct site visits from shortlisted bidders on the complete service offering and project management approach and to also conduct due diligence on references submitted for the bid.
- 7.2.3.2 DIRCO reserves the right to ask for the technical demonstration as part of the due diligence.

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Item	Criteria	Response required (All responses must be based on the Specifications)	Weight														
1.	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 outlined in section 4, scope of work in section 5 and current environment as outlined in the documents to be provided to shortlisted bidder/s.</p> <p>The documents must include, amongst others the following aspects:</p> <ul style="list-style-type: none"> ✓ Conceptual design. ✓ High Level design. ✓ Detailed low level design ✓ Detailed logical design. ✓ Detailed technical specifications <table border="1" data-bbox="491 775 1027 1249"> <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>Design of one aspect</td> <td>1 Point</td> </tr> <tr> <td>Design of two aspects</td> <td>2 Points</td> </tr> <tr> <td>Design of three aspects</td> <td>3 Points</td> </tr> <tr> <td>Design of four aspects</td> <td>4 Points</td> </tr> <tr> <td>Design of all aspects</td> <td>5 Points</td> </tr> </tbody> </table>	Scoring matrix	Points	No aspect designed	0 Point	Design of one aspect	1 Point	Design of two aspects	2 Points	Design of three aspects	3 Points	Design of four aspects	4 Points	Design of all aspects	5 Points	20
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2.	Knowledge and expertise	<p>The bidders must provide the Lead Cloud Architect's CV and certified qualifications outlining their experience and capabilities in executing similar projects.</p> <table border="1" data-bbox="485 1368 1238 1888"> <thead> <tr> <th>Scoring matrix</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>No Certificate and/or experience</td> <td>0 Point</td> </tr> <tr> <td>Certificate and 1 year experience</td> <td>1 Point</td> </tr> <tr> <td>Certificate and 1 to 2 years' experience</td> <td>2 Points</td> </tr> <tr> <td>Certificate and 2 to 4 years' experience</td> <td>3 Points</td> </tr> <tr> <td>Certificate and 4 to 6 years' experience</td> <td>4 Points</td> </tr> <tr> <td>Certificate and 6 or more years' experience</td> <td>5 Points</td> </tr> </tbody> </table>	Scoring matrix	Points	No Certificate and/or experience	0 Point	Certificate and 1 year experience	1 Point	Certificate and 1 to 2 years' experience	2 Points	Certificate and 2 to 4 years' experience	3 Points	Certificate and 4 to 6 years' experience	4 Points	Certificate and 6 or more years' experience	5 Points	15
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Certificate and 6 or more years' experience	5 Points																

7.2.4 Phase 3: Price and B-BBEE Status Level of Contribution

7.2.4.1 The allocation of points for price and preference will be based on the table below.

		<p>Bidders must demonstrate thorough knowledge and expertise of business transformative technologies in the following areas: Cyber security, Data Science, Analytics, Artificial Intelligence and Machine Learning The bidders must provide CVs for the following persons who will be part of the project: Lead Cloud Architect, HCI engineers, Cyber security Engineer, Data Scientist and Project Manager outlining their experience and capabilities in executing similar projects. The CVs must be accompanied by certified qualifications.</p> <p>The following minimum requirements must be met:</p> <ul style="list-style-type: none"> • HCI certification for Lead Engineer • HCI certification for Support Engineers • Data Science/Management certification/ Certified Storage Engineer or similar • Microsoft Certified • Certified Information Systems Security Professional (CISSP) • Prince2 / PMBOK Certification of Project Manager • Certified training partner (profile) or official <table border="1" data-bbox="480 992 1177 1507"> <thead> <tr> <th>Scoring matrix</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>No CV and certification provided</td> <td>0 Point</td> </tr> <tr> <td>CV and Certificate of one team member</td> <td>1 Point</td> </tr> <tr> <td>CV and Certificate of two team members</td> <td>2 Points</td> </tr> <tr> <td>CV and Certificate of three team members</td> <td>3 Points</td> </tr> <tr> <td>CV and Certificate of four team members</td> <td>4 Points</td> </tr> <tr> <td>CV and Certificate of all team members</td> <td>5 Points</td> </tr> </tbody> </table>	Scoring matrix	Points	No CV and certification provided	0 Point	CV and Certificate of one team member	1 Point	CV and Certificate of two team members	2 Points	CV and Certificate of three team members	3 Points	CV and Certificate of four team members	4 Points	CV and Certificate of all team members	5 Points	15
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3.	Support Capability	<p>The bidder/s must provide a support strategy on how they will meet the onsite turnaround time for the three regional datacentres as per the service requirements as outlined in 5.3. The support strategy must reflect the resource allocation, process flow, and response and turnaround times.</p> <table border="1" data-bbox="480 1720 922 2040"> <thead> <tr> <th>Scoring matrix</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>More than 48 Hours</td> <td>0 Point</td> </tr> <tr> <td>8 Hours</td> <td>1 Point</td> </tr> <tr> <td>7 Hours</td> <td>2 Points</td> </tr> <tr> <td>6 Hours</td> <td>3 Points</td> </tr> <tr> <td>5 Hours</td> <td>4 Points</td> </tr> <tr> <td>Less than 5 Hours</td> <td>5 Points</td> </tr> </tbody> </table>	Scoring matrix	Points	More than 48 Hours	0 Point	8 Hours	1 Point	7 Hours	2 Points	6 Hours	3 Points	5 Hours	4 Points	Less than 5 Hours	5 Points	20
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6 Hours	3 Points																
5 Hours	4 Points																
Less than 5 Hours	5 Points																

4	Project Implementation Strategy	<p>The bidder/s must provide a detailed project management plan on how they will deliver, install and configure equipment to all sites within a maximum period of 12 months.</p> <p>The plan must include the following factors:</p> <ul style="list-style-type: none"> ✓ Detailed project definition and planning. ✓ Detailed project stages and milestones ✓ Detailed project resource allocation ✓ Detailed Pricing for the project. ✓ Detailed timeframes. <table border="1" data-bbox="491 611 1031 931"> <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	30
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Three key factors	4 Points																
All key factors	5 Points																
Total Weight			100														

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

In the evaluation of the bidders, the Department will also be guided by the Integrated National Black Economic Empowerment Strategy, which provides a framework for economic growth with black participation as a fundamental pillar. The specific guiding principles will be transformation, employment equity, skills development, affirmative procurement and corporate social responsibility (CSI).

8. GENERAL CONDITIONS

- 8.1 DIRCO will enter into a service level agreement with the successful bidder. The service level agreement will govern the relationship between the parties; ensure that services are provided according to specified standards and within stipulated timeframes; and provide for penalties and remedies for under/poor performance and non-compliance with terms and conditions of the service level agreement.
- 8.2 DIRCO reserves the right to cancel the contract and appoint the second successful bidder should the appointed successful bidder not deliver on the agreed timelines.
- 8.3 DIRCO reserves the right to appoint more than one bidder.
- 8.4 DIRCO reserves the right to partially award the bid.
- 8.5 Tax compliance Status will be confirmed upon awarding of the bid.
- 8.6 DIRCO reserves the right to increase or decrease the final quantities based on business requirements.
- 8.7 The bid evaluation will only be done on the basis of information that was requested and provided.
- 8.8 All documents submitted in response to this proposal shall become the property of DIRCO.
- 8.9 DIRCO reserves the right and full discretion to:
 - 8.9.1 Withdraw from this process and the provisions of the bid at any time;
 - 8.9.2 Cancel this bid at any time and all subsequent proposals may be rejected in whole or in part.
 - 8.9.3 Change the dates of adjudication and submission;
- 8.10 DIRCO'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.
- 8.11 A bid proposal will only be deemed accepted once written notice has been given by DIRCO to the successful bidder.
- 8.12 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.
- 8.13 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 accepted by DIRCO that the submission of the bid proposal by any bidder confirms its complete acceptance of the terms and conditions contained in this TOR.
- 8.14 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.
- 8.15 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.

- 8.16 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.
- 8.17 If the bidder is in partnership, a certified copy of the resolution of the partners (personally signed by all the partners) 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 partnership, must be submitted with this bid proposal.
- 8.18 If a bidder 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.
- 8.19 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.
- 8.20 Bidders must submit a covering letter on a letterhead signed by a duly authorised representative of the entity. The letter must include an acknowledgement in the following terms:
- "We hereby confirm that any or all the information disclosed in the bid response is true and correct and will be binding. We also agree to provide any documentary proof of such information that may be requested by DIRCO at any stage during the bid process".
- 8.21 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. In this regard DIRCO reserves the right to institute legal proceedings against the bidder.
- 8.22 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 and that has been pointed out to DIRCO as such. DIRCO will not disclose or make public any information, which the bidder and its partner has marked "proprietary" or "confidential".
- 8.23 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.



8.24 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.

9. FEES AND PAYMENT SCHEDULE

- 9.1 Fees must be quoted in South African currency.
- 9.2 All prices quoted must include Value Added Tax (VAT).
- 9.3 Price adjustments will be allowed at the times and periods specified in the Terms of Reference. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 9.4 Bidders should take note that the Department will pay within 30 days after the receipt of a valid tax invoice and after the services have been rendered to DIRCO's satisfaction.
- 9.5 The format of the quotation/price list must be in the same format as the specification list on the SBD 3.1 document, attached. Please do not submit in any other format.

10. CONTACT PERSONS AND SUBMISSIONS

10.1 Enquiries

All enquiries can be directed to Supply Chain Management:

Tel: +27 12 351 10915/9198 /012 301 8640

Email address: Mokorok@dirco.gov.za; Seemac@dirco.gov.za and motloungr@dirco.gov.za

10.2 Submission of Proposals

- 10.2.1 Prospective bidders should submit their bonded proposals in a sealed envelope with the details of the specific bid on the outside of the envelope to:

Per hand

The Department of International Relations and Cooperation

OR Tambo Building

460 Soutpansberg Road

Rietondale

Pretoria

0084

- 10.2.2 Submissions should be deposited or hand delivered to the above mentioned addresses on or before 08 September 2020; 11:00am.

Prospective bidders are encouraged to submit their proposals before the closing time and date, as late submissions will not be accepted.

E-Mailed or faxed submissions shall not be accepted.



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)					
BID NUMBER:	DIRCO 05-2020/21	CLOSING DATE:	08/09/2020	CLOSING TIME:	11:00am
DESCRIPTION	INVITATION TO SERVICE PROVIDERS TO BID FOR THE DESIGN, PROVISION, IMPLEMENTATION, SUPPORT AND MAINTENANCE OF A PRIVATE CLOUD SYSTEM BASED ON HYPER CONVERGED INFRASTRUCTURE ARCHITECTURE OVER A PERIOD OF FIVE (5) YEARS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION					
460 SOUTPANSBERG ROAD RIETONDALE					
PRETORIA					
0084					
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 (TICK APPLICABLE BOX)		<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
		<input type="checkbox"/> No			<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
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		
		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 [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [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)		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		

FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

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)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> 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

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

**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_05_2020_21
Closing Time 11:00am	Closing date:08 September 2020

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

Required by: DIRCO

Location: All DIRCO offices per annexure A

PRICE SUMMARY:

PRICE ELEMENT		PRICE OFFERED IN RAND
Project Management		
Professional services (Design and Implementation)		
Equipment imaging and Shipment to all offices (Once Off pricing)	Pretoria	
	London	
	Washington	
Maintenance and Support for 5 Years		
TOTAL		
14% VAT		
TOTAL PRICE OFFERED		

SBD 4

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 an advertised competitive bid, a limited bid, a proposal or written price quotation). 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, member):
.....
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....
.....

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.

"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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 attach 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 **YES / NO**

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME 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.

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

5. BID DECLARATION

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 status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

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

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 veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 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.
- 3 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.
- 4 **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 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 National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 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.
- 3 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.
 - b. 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.
- 4 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 bid-rigging.
- 5 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:

I 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.
9. 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

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 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.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)