



## international relations & cooperation

Department:  
International Relations and Cooperation  
REPUBLIC OF SOUTH AFRICA

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Reference : **DIRCO 07/2020/21**  
Enquiries : Mr Seema; Mr K Mokoro; Mr T Motloun  
Telephone : 012 351 9198/0915/ 012 301 8640  
Fax : 012 329 1267

Sir/Madam

1. Bid No: **DIRCO 07/2020/21**
2. **REQUEST FOR PROPOSALS: APPOINTMENT OF A SERVICE PROVIDER(S) TO DESIGN, IMPLEMENT, MAINTAIN AND SUPPORT A HIGHLY SECURED CLOUD CENTRIC NETWORK INFRASTRUCTURE THAT COVERS WIDE AREA NETWORK, LOCAL AREA NETWORK, ENTERPRISE WIRELESS, ENTERPRISE TELEPHONY INFRASTRUCTURES FOR A PERIOD OF FIVE (5) YEARS WITH AN OPTION TO EXTEND FOR FURTHER TWO (2) YEARS.**
3. Required at the Department of international Relations and Cooperation (OR Tambo Building)
4. **Closing date: 24<sup>th</sup> November 2020 11 O'clock am**
5. **A non-compulsory virtual briefing session will be held on: 29<sup>th</sup> October 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, Annexures, SBD1, SBD3.1.1, 3.1.2, 3.1.3, 3.1.4, 3.1.5, 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

  
CHIEF DIRECTOR

DATE: 2020/10/23

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



**international relations  
& cooperation**

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**TERMS OF REFERENCE**

**DIRCO: APPOINTMENT OF A SERVICE PROVIDER(S) TO DESIGN, IMPLEMENT, MAINTAIN AND SUPPORT A HIGHLY SECURED CLOUD CENTRIC NETWORK INFRASTRUCTURE THAT COVERS WIDE AREA NETWORK, LOCAL AREA NETWORK, ENTERPRISE WIRELESS, ENTERPRISE TELEPHONY INFRASTRUCTURES FOR A PERIOD OF FIVE (5) YEARS WITH AN OPTION TO EXTEND FOR FURTHER TWO (2) YEARS**

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## 1. INTRODUCTION

- 1.1 The Department of International Relations and Cooperation (DIRCO / Department) is a key component of government as it conducts and co-ordinates South Africa's international relations and promotes its foreign policy objectives. At the same time, it also monitors international developments and advise government on foreign policy and related domestic matters.
- 1.2 These activities are coordinated nationally and internationally with South African missions (Embassies, High Commission, Consulates and other Diplomatic Offices) that are located all over the world.
- 1.3 The Department is required to be alert at all times and to have at its disposal, an up-to-date and secure information system to enable it to perform its functions without hindrance or constraints.
- 1.4 DIRCO therefore intends to modernise its network infrastructure on-premise capabilities to cater for hybrid cloud capabilities. The modernised infrastructure will allow DIRCO to provision services to all internal and external customer classes spread across the total geographical service footprint.

## 2. BACKGROUND AND CONTEXT

- 2.1 DIRCO has 131 offices which are geographically located across the globe in which it conducts international relations through internal and external stakeholders (employees, citizens and strategic alliances).
- 2.2 To achieve its Foreign Policy Objectives, the Department requires a secure, agile, resilient and highly-fault tolerant network infrastructure which provides the highest level of Confidentiality, Integrity and Availability at a global scale.
- 2.3 The current state of the DIRCO network Infrastructure provides 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.
- 2.4 As part of the project, the Department intends to leverage on highly innovated technologies to consolidate its datacentres across the globe, thereby reducing hardware footprint whilst improving operational efficiency.



- 2.5 The inclusion of Cloud Principles will allow DIRCO to leverage on the key services from different feasible external partners on top of the existing internal services.
- 2.6 The introduction of cloud principles will allow for flexible, effective and cost efficient rendering of business solutions/services in a hybrid manner.
- 2.7 With Cloud Computing the concept of end-to-end request fulfilment should be implemented to bring the following benefits:
  - a) High level of Information Security;
  - b) Quick turnaround for new business services;
  - c) Highly scalable, resilient and agile network infrastructure;
  - d) Consumption of services on demand;
  - e) Management of user experience for internal and external services; and
  - f) Secure, ease of access and mobility of services irrespective of location.

### 3. PURPOSE

- 3.1 The purpose of the Terms of Reference (ToR) is to invite competent bidder/s with a global footprint to design, implement, maintain and support a highly secured and robust cloud centric network infrastructure that covers Wide Area Network, Local Area Network, Network Security, Enterprise Wireless Network and Enterprise Telephony Infrastructure for DIRCO for a period of five (5) years, with an option to extend for a further period of two (2) years. The bidders are expected to outline the network equipment and technology refresh strategy that will be implemented over five (5) years to ensure that the Department leverages from latest state-of-the-art technologies at all times.
- 3.2 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 Designs that will guide the logical designs and physical implementations of the Infrastructure. The scope of the Blueprint and Conceptual Architecture is depicted in **Figure 1**.

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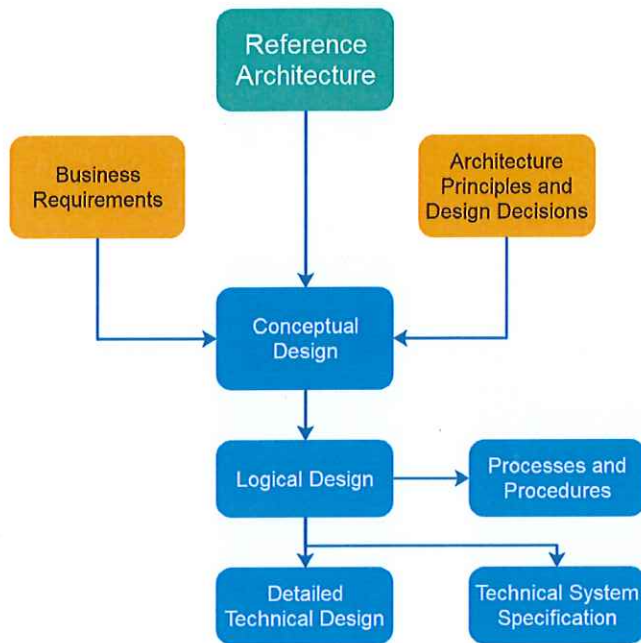


Figure 1: Scope of the Conceptual Architecture

#### 4. SCOPE OF WORK

- 4.1 The scope of this ToR has been divided into four (4) categories for the services that are required. Refer to **Annexure A** for an outline of the Scope of work.
- 4.2 In cases where services will be sub-contracted, the bidders must have a valid agreement with the subcontracting company who must still comply with all DIRCO's bidding requirements including but not limited to valid BEE and CSD certificates.

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#### 4.3 **CURRENT (AS-IS) ENVIRONMENT**

4.3.1 The DIRCO network infrastructure comprises the following services:

4.4.4.1 Voice over Internet Protocol (VoIP);

4.4.4.2 Data;

4.4.4.3 Internet; and

4.4.4.4 Network Security Infrastructure.

4.3.2 The network is currently designed in a Hub-Spoke topology through Multiprotocol Label Switching (MPLS) technology.

4.3.3 Each Hub acts as a breakout point for the network and decentralises services for the region.

4.3.4 Missions (spoke sites) are grouped together and connected based on their proximity to the nearest Hub or operational requirements through Multiprotocol Label Switching (MPLS) technology.

4.3.5 The current network infrastructure consists predominantly of Cisco VoIP Infrastructure, LAN switched network and Cisco WAN routers and various third-party network security technologies.

4.3.6 A detailed breakdown of the current environment is outlined in "**Annexure B**".

4.4 For security reasons, detailed information pertaining to DIRCO's current network and security infrastructure will only be shared with the successful bidder/s who will be subjected to strict security screening process which includes signing the Secrecy Declaration.

#### 5. **PROJECT OBJECTIVES**

5.1 The objective of this project is to modernise DIRCO's global network infrastructure to enable the digitalisation of business services.

- Software defined and cloud technologies have been identified as the compelling strategic initiatives to enable a robust, secure and agile infrastructure.
- Consolidation of network infrastructure.

- Reconfiguration of Security Architecture for cloud technologies.
- Deployment of open standard infrastructure.

5.2 The value that DIRCO wants to derive from the network modernisation infrastructure:

- Highest level of Information Security, defence-in-depth whilst ensuring Confidentiality, Integrity and Availability;
- Real time and secured access to ICT services;
- User mobility and security at a global scale;
- Improved accessibility of services from anywhere (office and remote work) using any device;
- Improved collaboration through Enterprise Telephony Infrastructures technologies, complementing the current Microsoft Teams capabilities;
- Modernised, secure and flexible work environment through wireless technologies;
- Improve the overall network performance, capacity and user experience while reducing costs;
- Provide flexible provisioning, monitoring, and management of the infrastructure services; and
- Full visibility, real-time monitoring, reporting and resolutions.

## 6. SPECIFICATIONS

### 6.1 Category A: Wide Area Network (WAN)

6.1.1 The objective of category A outlines the WAN business requirements that the bidder/s must address in response to the bid.

6.1.2 The following DIRCO's business services must be considered in terms of the WAN:

- Datacentre to Datacentre Replication

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- End-to-end encryption
- Internet services for all sites
- Bandwidth optimisation
- Controlled and secure access to any other future cloud services
- Data, VOIP and Video traffic for all sites
- Quick turnaround time for commissioning a new site as and when the need arises.
- Provide a communication platform that is highly secure, available scalable, fault-tolerant and agile.

6.1.3 Security should be embedded for both Data, Voice, Video and internet traffic as part of the solution.

6.1.4 The bidder/s must provide a high-level design or topology of the WAN network infrastructure including the POP (point of presence) that provides scalability and flexibility to accommodate any future business and operational changes at a global scale for DIRCO sites as outlined in “**Annexure C**”.

6.1.5 The design must reflect backhaul to three data centres. Describe the proposed WAN network solution, outlining the advantages and relevant architectural strengths, in line with DIRCO specific requirements.

6.1.6 The bidder/s must demonstrate how they will accommodate data, voice, data and internet traffic to ensure security against cyber threats in their proposed design.

6.1.7 Bidder/s must propose a high level conceptual design incorporating security in all aspects of the solution for both voice and data (WAN, LAN, WLAN, and Telephony).

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6.1.8 The successful bidder/s is expected to provide a low level design. The low level design will be finalised with the successful bidder/s at least within a month after appointment.

6.1.9 The bidder/s must demonstrate how they will incorporate various access services such that the cost of bandwidth and availability in accordance with table 6.1.9 below for the sites outlined in **Annexure B:**

Levels	Description
Tier one 99,671%	No redundancy /fail over capacity components such links, Cooling system, power and Core infrastructure (routers and switches).
Tier two 99,749	Partial redundancy in power and cooling system
Tier three 99,982	Partial redundancy in power, cooling system, dual powered equipment and multiple uplinks.
Tier four 99,995	Partial redundancy in power, cooling system, dual powered equipment and multiple uplinks and all components are fully fault tolerant including uplinks, storage, server etc.

Table 6.1.9 Categories

6.1.10 The bidder/s must demonstrate how internet breakout in secure and controlled manner at the different sites will be incorporated in the design to provide a cost effective and efficient internet service.

6.1.11 The bidder/s must provide a strategy on how they are going to migrate or optimise the current geographically dispersed locations on WAN circuits and MPLS infrastructure. The strategy must have timelines and indicate how they are going to incorporate the current WAN circuits.

6.1.12 The bidder/s must provide migration/transition strategy to minimize the disruption of services and ensure business continuity.

6.1.13 The novation component is inevitable during transition period, it is therefore expected that the new incumbent should incorporate and absorb the transition cost in the proposal to avoid dual payment by the Department.

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- 6.1.14 The bidder and its partner will be required to provide a strategy on how VSAT sites will be migrated to terrestrial WAN technology to reduce latency and cost. VSAT technology will only be acceptable in countries where it is proven that terrestrial infrastructure is non-existent, and government directs that all internet traffic must go via government VPN. Bidders must also demonstrate on how they will maintain the remaining VSAT sites with least costs.
- 6.1.15 The bidder/s must demonstrate how they will provide an end to end solution, which should include structured cabling from the demarcation point to the server room into the customer edge device for all sites.
- 6.1.16 The bidder/s must provide the WAN connectivity and required termination device as a managed service. Furthermore, the bidder/s should describe the support offerings available for all relevant equipment to be purchased, including ongoing patch management, as well as upgrades to new versions.
- 6.1.17 The bidder and its partners must provide a maintenance and support strategy for each DIRCO site (see **Annexure B**), which includes the turn-around time for service restoration and commissioning of new or relocating sites. The strategy should also indicate how the bidder will proactively support DIRCO international WAN services in terms of preventative procedures; testing procedures; repairs; maintenance activities; escalations; and where spare equipment (including VSAT kits excluding antennas) will be placed on a 24x7x365 days.
- 6.1.18 Bidder/s must demonstrate how they will manage the performance of the network on a 24x7x365 days to ensure high availability.
- 6.1.19 The bidder/s must demonstrate how the envisaged solution is going to monitor and report on performance, cyber security, usage and availability of DIRCO's global network infrastructure using cutting-edge analytical tools including predictive analytics and machine learning with clear traffic visibility.

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6.1.20 The bidder/s must demonstrate how their network management tool/s will perform global network assessments to discover jitters, attenuation, latency, network performance, bottlenecks and general status of the network and devices. The tools must be able to provide management reports.

6.1.21 The bidder/s are expected to propose a suitable operations model for the successful implementation and management of the environment during project phase and post implementation phase.

6.1.22 The bidder/s must provide a training, certification, and skills transfer strategy for minimum of 25 DIRCO Officials for all the technologies that will be implemented. The training should include exams and certifications.

6.1.23 The strategy must describe how the bidder/s and its partner/s will formalise skills transfer.

6.1.24 The bidder/s must provide training materials to identified DIRCO officials.

6.1.25 Bidder/s will be required to provide a buy back proposal for current network and security equipment to ensure standardisation. Refer to **Annexure B** for list of network equipment. Security equipment details will be disclosed to the successful bidder.

## 6.2 **Category B: Enterprise Telephony Infrastructure**

6.2.1 The objective of category B is to outline the Enterprise Telephony Infrastructure business requirements that the bidder/s must address in response to the bid.

6.2.2 The Department has recently implemented Microsoft (Ms) Teams collaboration platform. Therefore, the solution must complement Ms Teams capabilities to avoid duplication of efforts.

6.2.3 Thus, DIRCO's business services that must be considered in terms of the Enterprise Telephony Infrastructure are as follows:

- Complementing the existing Unified Communication (UC) capabilities of Microsoft Teams.

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- Seamless integration with Ms Teams platform.
- Seamless migration from existing obsolete on premise Telephony Infrastructure as outlined in **Annexure B**.
- Provisioning of Session Initiation Protocol (SIP) to replace existing analogue circuits as outlined in **Annexure B**.
- Enable secure collaboration within DIRCO and with external organizations.
- Reduction of hardware footprint through virtualisation/software-defined technologies.
- Decommission existing obsolete Telephony Infrastructure.
- Open standard for the Telephony Infrastructure solution to ensure interoperability with third-party systems.
- Reduction of cost:
  - Combination of telephone handsets and softphones with extension mobility as outlined in **Annexure D**.
  - Softphones should work on all smart devices (IOS, Android and Windows)

6.2.4 Bidders are expected to design, supply, implement, integrate, commission and maintain the latest:

- Enterprise Telephony Infrastructure Call Control system;
- Unified Contact Centre system;
- Unified Attendant Console system;
- Unified Voicemail system; and
- Telephone Management System including accounting and billing purposes with the following capabilities:
  - Providing expenditure report per individual, directorate, chief directorate and the department

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- Importing global tariffs and convert into South African Rand
- Notifying users of percentage of allocated budget use
- Automatic soft locking
- Global tariff management and compatibility with multiple carrier.

6.2.5 The bidder/s must supply, implement and maintain telephony endpoints (handsets) at all DIRCO offices as per the defined quantities as outlined in **Annexure D**.

6.2.6 Detailed technical specifications:

6.2.5.1 **Annexure A:** Detailed scope of work; and

6.2.5.2 **Annexure D:** Telephony Infrastructure requirements.

6.2.7 The proposed solution must provide cross cluster mobility.

6.2.8 The bidder/s must detail the capabilities of the proposed solution to securely interconnect mobile workers, remote sites and the Department's Head Office.

6.2.9 The bidder/s must detail how their proposed solution will ensure secured/encrypted communication between endpoints for peer to peer communications as well as between end points and servers for all other communications

6.2.10 The bidder/s are expected to propose a suitable operating model for the successful implementation and management of the environment during project phase and post implementation phase.

6.2.11 The bidder/s must provide a training, certification and skills transfer strategy for minimum of 25 DIRCO Officials in line with the proposed solution. Training should include exams and certifications.

6.2.12 The bidder/s must train DIRCO trainers for user training on the proposed system

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6.2.13 The bidder/s must provide training material to all identified DIRCO officials.

6.2.14 The bidder/s must provide migration/transition strategy to minimize the disruption of services.

6.2.15 The bidder/s must demonstrate how their telephone management tool/s will perform global telephony assessments to discover jitters, attenuation, latency, performance, bottlenecks and general status of the telephony devices. The tools must be able to provide management reports.

6.2.16 Bidder/s must demonstrate how they will manage the performance of the telephony infrastructure on a 24x7x365 days to ensure high availability.

### 6.3 **Category C: Local Area network (LAN) and Wireless LAN**

6.3.1 The objective of category C is to outline the LAN and WLAN business requirements that the bidder/s must address in response to the bid.

6.3.2 The following DIRCO business services must be considered in terms of the LAN and WLAN:

- Access to business application and service from wired cable and wireless from DIRCO offices;
- Centralised, flexible and automated deployment of devices through policy orchestration;
- Ease of management through software defined network technologies;
- Data, VOIP and Video traffic for all sites;
- Quick turnaround time for commissioning a new site.
- Centralised network access management with identity and location aware capabilities; and

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- Ensure consistent user experience to internal and external services.
- 6.3.3 Bidder/s to design, supply, implement, integrate, commission, maintain and support the latest a LAN and WLAN infrastructure without compromising security.
- 6.3.4 Bidders must propose the necessary hardware and software according to the scale of users and outlined specifications.
- 6.3.5 The proposed solution must adhere to the minimum technical specifications:
- 6.3.5.1 **Annexure A:** Scope of work;
  - 6.3.5.2 **Annexure E:** Sites and Users breakdown; and
  - 6.3.5.3 **Annexure F:** Switches and Access points technical specifications.
- 6.3.6 The bidder/s are expected to propose a suitable operating model for the successful implementation and management of the environment during project phase and post implementation phase.
- 6.3.7 The bidder/s must provide a training, certification and skills transfer strategy for minimum of 25 DIRCO Officials in line with the proposed solution. Training should include exams and certifications.
- 6.3.8 The bidder/s must provide training materials to all the identified DIRCO officials.
- 6.3.9 The bidder/s must demonstrate how their network management tool/s will perform global network assessments to discover jitters, attenuation, latency, network performance, bottlenecks and general status of the network and devices. The tools must be able to provide management reports.

#### 6.4 **Category D: Network Security**

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- 6.4.1 The bidder/s must provide a detailed security proposal covering the overall agile defence-in-depth, cloud-centric security infrastructure with build-in redundancy.
- 6.4.2 Security must be embedded in all categories of the proposed solutions (WAN, Telephony, LAN and WLAN). In this regard, the bidder/s must provide a conceptual high level design demonstrating how security will be incorporated in all aspects of the solution.
- 6.4.3 The solution must address the following aspects: proactive perimeter security, voice and data encryption, threat intelligence, event correlation for all systems, predictive analysis and machine learning, traffic security, internet security, identity and access management (including network services access security, network device access security) as well as network security management tools.
- 6.4.4 The bidder/s must describe how their security management tool/s will perform global network security assessment to detect, monitor, prevent and report cyber security threats. The tools must provide granular reporting and ensure full visibility including the dashboard view of the security posture. The solution must provide technical and management reports.
- 6.4.5 The Department reserves the right not to disclose the security designs, configurations or any other security information. Security information will be shared only with the successful bidder/s who will be subjected to strict security vetting process.
- 6.4.6 The bidder/s must demonstrate how they will ensure the successful implementation of the solution and support the environment post implementation phase.
- 6.4.7 The bidder/s must provide security related training, certification and skills transfer strategy for minimum of 10 DIRCO Officials for all the security technologies that will be implemented. The training should include exams and certifications.





6.4.8 The bidder/s must provide training materials to all the identified DIRCO officials.

**6.5 Project Implementation specifications for all categories**

6.5.1 The bidder/s must use appropriate project management methodology to deliver the expected services.

6.5.2 The bidder/s proposed Project Management Plan (PMP) is expected to cover, amongst others, the following:

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

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

**6.5.4 Project Costing**

- The bidder/s must provide a detailed proposal with itemised costing of services related to the items as indicated in the specifications (VAT inclusive); SBD 3.1.
- Only SBD 3.1 costing will be accepted.
- Each category has its own SBD 3.1
- Bidders are required to quote a 30% variation for incidental costs to the bid.
- Bidder/s will be required to deliver the equipment to all offices at their own cost.
- Bidder/s will be required to provide a buy back proposal for current network and security equipment to ensure standardisation. Refer to Annexure B for list of network

equipment. Security equipment details will be disclosed to the successful bidder.

## 6.6 Maintenance and Support for all categories

- 6.6.1 The bidder/s are expected to provide a maintenance and support strategy on how they will support the infrastructure across all the sites.
- 6.6.2 Provide a maintenance and support agreement for the equipment for a period of five (5) years. The equipment must be able to cater for software patch management and upgrades
- 6.6.3 The bidder/s are expected to propose a support strategy for each category that will ensure that the Department will be able to manage and support first and second level operations post implementation.
- 6.6.4 The bidder/s must demonstrate their capacity of power redundancy and divergence routes in their facilities to ensure service continuity and availability.
- 6.6.5 The bidder/s must propose a suitable operational model for the successful management of the environment including:
- Operations Reference Model (ORM).
  - 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 post implementation.
  - In addition to the provisioning of relevant certified training, the bidder/s are expected to provide the over the shoulder training/skills transfer.

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6.6.6 The bidder/s are expected to propose a support strategy that will ensure that hardware faults are resolved next business day except for embargoed countries.

6.6.7 The bidder/s are expected to have resources onsite for proactive support and maintenance during project implementation and a period of 6 months' post project implementation. The resources will comprise a minimum of the following:

- One Senior Network Security Engineer/Architect/CISO (qualified CCIE/CCSE, CISSP and qualified in the proposed technologies)
- Two Mid-Level Network Security Engineers (qualified CCNP (Security) /CCSP/CCSE and relevant proposed technologies)
- One Senior Network Professional e.g. CCNP or qualified in relevant proposed technologies
- One Senior Voice Engineer e.g. CCNP Voice or qualified in relevant proposed technologies
- 6 Junior Network Engineers covering 24x7x365 support (CCNA or qualified in relevant proposed technologies)
- 3 Junior Voice Engineers covering 24x7x365 support (CCNA Voice or qualified in relevant proposed technologies)

## 6.7 VALIDITY OF PERIOD OF BID

Bidders are expected to submit a bid that will be valid for at least a period of 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.**

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

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

Documents that must be submitted	Comments
Standard Bid Documents (SBD): SBD1, SBD 4, SBD 8, SBD 9	<p>Completed and signed SBD1, SBD 4, SBD 8, SBD 9</p> <p>In the event a bidder fails to submit the completed documents at the time of submitting the proposal, the bidder will be requested to submit the documents within 3 days from the date of request, failure to submit the documents will disqualify the bidders.</p> <p>In case of Joint Venture arrangement, all parties must also submit all the mandatory documents</p>
SBD 6.1	<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"> <li>• A duly completed and signed Preference Point Claim Form: SBD 6.1; and</li> <li>• B-BBEE Certificate or a sworn affidavit</li> </ul> <p>Failure to submit the signed documents will not be a disqualifying factor but will result in forfeiting the BBEE points</p>
Registration on Central Supplier Database (CSD)	<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 <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your vendor number.</p> <p>Submit proof of registration.</p>

Tax compliance Status on CSD	Tax compliance Status will be confirmed upon awarding of the bid.
SBD 3.1 form	All bidders must complete, initial and sign the SBD 3.1 form.
Joint Venture agreement	In case of Joint Venture arrangement, a signed Joint Venture agreement must be attached with all SBD forms and a joint BBEE certificate.
Certified Project Manager	The bidders must provide the project manager's CV and certified qualifications outlining their experience and capabilities in executing similar projects. The project manager must have at least 5 years' experience in the applicable field.
Lead WAN Engineer/Architect	The bidders must provide the Lead WAN Engineer/Architect's CV and certified qualifications outlining their experience and capabilities in executing similar projects. The lead Engineer/ Architect must be certified on an expert level on the applicable technology eg. CCIE/CCDE/Cloud Architect/HCIE with at least 5 years' experience in the applicable field.
Lead Collaboration Engineer/Architect	The bidders must provide the Lead Collaboration Engineer/Architect's CV and certified qualifications outlining their experience and capabilities in executing similar projects. The lead Engineer/ Architect must be certified on an expert level on the applicable technology eg. CCIE/CCDE/HCIE collaborations/Enterprise communication with at least 5 years' experience in the applicable field.
Lead Network Security Engineer/Architect	The bidders must provide the Lead Network Security Engineer/Architect's CV and certified qualifications outlining their experience and capabilities in executing similar projects. The lead Engineer/ Architect must be certified on an expert level on the applicable technology eg. CCIE/CCDE/HCIE Security/CISM/CISSP with at least 5 years' experience in the applicable field.

<p><b>Subcontractor Agreement.</b></p> <p>If the contract value is above R30 million. Bidder(s) must submit signed subcontract agreement to sub-contract a minimum of 30% of the value of the contract to Exempted Micro Enterprises (EMEs) or Qualifying Small Enterprises (QSEs) which are 51% owned by either one of the following: Black Owned, black youth, black women owned.(A Signed agreement by both parties to be submitted with the proposal)</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 <a href="http://www.gpwonline.co.za">www.gpwonline.co.za</a> 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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**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 (60%) 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:

7.2.3 Only Category A will be evaluated in two stages: Paper evaluation and Site Visit

**Paper Evaluation:**

<b>CATEGORY A: WIDE AREA NETWORK (WAN)</b>			
<b>Item</b>	<b>Criteria</b>	<b>Response required (All responses must be based on the Specifications)</b>	<b>Weight</b>
1.	<b>Capacity to deliver the project</b>	Provide evidence of experience in successfully executing similar projects at two or more continents in the form of signed testimonials from institutions, with contactable references. In order for the reference\testimonial to be valid, it must include the following information: <ul style="list-style-type: none"> <li>✓ Letter Head</li> <li>✓ Customer name and contact details</li> <li>✓ Scope of deliverables or services</li> <li>✓ Date of Project</li> </ul>	10

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2.	<b>Technological Migration Capability (VSAT to terrestrial)</b>	<p>The bidder and its partner will be required to provide a strategy on how VSAT sites will be migrated to terrestrial WAN technology to reduce latency and cost. Bidders must also demonstrate on how they will maintain the remaining VSAT sites with least costs.</p> <table border="1"> <thead> <tr> <th>Scoring matrix</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>0 VSAT sites migrated to terrestrial</td> <td>0 Point</td> </tr> <tr> <td>3 VSAT sites migrated to terrestrial</td> <td>1 Point</td> </tr> <tr> <td>6 VSAT sites migrated to terrestrial</td> <td>2 Points</td> </tr> <tr> <td>9 VSAT sites migrated to terrestrial</td> <td>3 Points</td> </tr> <tr> <td>10 VSAT sites migrated to terrestrial</td> <td>4 Points</td> </tr> <tr> <td>11 VSAT sites migrated to terrestrial</td> <td>5 Points</td> </tr> </tbody> </table>	Scoring matrix	Points	0 VSAT sites migrated to terrestrial	0 Point	3 VSAT sites migrated to terrestrial	1 Point	6 VSAT sites migrated to terrestrial	2 Points	9 VSAT sites migrated to terrestrial	3 Points	10 VSAT sites migrated to terrestrial	4 Points	11 VSAT sites migrated to terrestrial	5 Points	15
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3.	<b>Support Capability</b>	<p>The bidder/s must provide support strategy on how they will meet the turn-around time for all offices, as per the service requirements outlined in 6.6.5. The support strategy must reflect the resource allocation, process flow, response and turnaround times (i.e. Mean Time To Restore).</p> <table border="1"> <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	15
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5.	<p><b>Detailed design and Architecture proposal</b></p>	<p>Bidder/s must provide detailed documents and schematic diagrams showing all physical distribution of the hardware and software for their proposed solution in relation to the business requirements. The detailed low level design must be provided after the appointment of the bidder.</p> <p>The documents must include, amongst others the following aspects:</p> <ul style="list-style-type: none"> <li>✓ Conceptual design.</li> <li>✓ High Level design.</li> <li>✓ Detailed technical specifications</li> <li>✓ Migration/Transition strategy</li> </ul> <table border="1" data-bbox="539 1464 1043 2016"> <thead> <tr> <th>Scoring matrix</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>No aspect designed</td> <td>0 Point</td> </tr> <tr> <td>Conceptual design</td> <td>2 Point</td> </tr> <tr> <td>Conceptual design and High level design</td> <td>3 Points</td> </tr> <tr> <td>Conceptual design, High level design and Detailed technical specifications</td> <td>4 Points</td> </tr> <tr> <td>Design of four aspects Conceptual design, High level design, detailed technical specifications</td> <td>5 Points</td> </tr> </tbody> </table>	Scoring matrix	Points	No aspect designed	0 Point	Conceptual design	2 Point	Conceptual design and High level design	3 Points	Conceptual design, High level design and Detailed technical specifications	4 Points	Design of four aspects Conceptual design, High level design, detailed technical specifications	5 Points	20		
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		and Migration/Transition strategy		
	<b>Total Weight</b>			<b>70</b>

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

<b>CATEGORY B: ENTERPRISE TELEPHONY INFRASTRUCTURE</b>																	
<b>Item</b>	<b>Criteria</b>	<b>Response required (All responses must be based on the Specifications)</b>	<b>Weight</b>														
1.	<b>Capacity to deliver the project</b>	<p>Provide evidence of experience in successfully executing similar projects at a two or more continents in the form of signed testimonials from institutions, with contactable references. In order for the reference/testimonial to be valid, it must include the following information:</p> <ul style="list-style-type: none"> <li>✓ Letter Head</li> <li>✓ Customer name and contact details</li> <li>✓ Scope of deliverables or services</li> <li>✓ Date of Project</li> </ul> <table border="1" style="margin-top: 10px;"> <thead> <tr> <th><b>Scoring matrix</b></th> <th><b>Points</b></th> </tr> </thead> <tbody> <tr> <td>0 testimonial with reference</td> <td>0 Point</td> </tr> <tr> <td>1 testimonial with reference</td> <td>1 Point</td> </tr> <tr> <td>2 testimonials with references</td> <td>2 Points</td> </tr> <tr> <td>3 testimonials with references</td> <td>3 Points</td> </tr> <tr> <td>4 testimonials with references</td> <td>4 Points</td> </tr> <tr> <td>5 testimonials with references</td> <td>5 Points</td> </tr> </tbody> </table>	<b>Scoring matrix</b>	<b>Points</b>	0 testimonial with reference	0 Point	1 testimonial with reference	1 Point	2 testimonials with references	2 Points	3 testimonials with references	3 Points	4 testimonials with references	4 Points	5 testimonials with references	5 Points	15
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		Design of four aspects Conceptual design, High level design, detailed technical specifications and Migration/Transition strategy	5 Points		
	<b>Total Weight</b>				<b>100</b>

<b>CATEGORY C: ENTERPRISE LAN AND WLAN</b>																	
<b>Item</b>	<b>Criteria</b>	<b>Response required (All responses must be based on the Specifications)</b>	<b>Weight</b>														
1.	<b>Capacity to deliver the project</b>	<p>Provide evidence of experience in successfully executing similar projects at a two or more continents in the form of signed testimonials from institutions, with contactable references. In order for the reference\testimonial to be valid, it must include the following information:</p> <ul style="list-style-type: none"> <li>✓ Letter Head</li> <li>✓ Customer name and contact details</li> <li>✓ Scope of deliverables or services</li> <li>✓ Date of Project</li> </ul> <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="background-color: #cccccc;">Scoring matrix</th> <th style="background-color: #cccccc;">Points</th> </tr> </thead> <tbody> <tr> <td>0 testimonial with reference</td> <td>0 Point</td> </tr> <tr> <td>1 testimonial with reference</td> <td>1 Point</td> </tr> <tr> <td>2 testimonials with references</td> <td>2 Points</td> </tr> <tr> <td>3 testimonials with references</td> <td>3 Points</td> </tr> <tr> <td>4 testimonials with references</td> <td>4 Points</td> </tr> <tr> <td>5 testimonials with references</td> <td>5 Points</td> </tr> </tbody> </table>	Scoring matrix	Points	0 testimonial with reference	0 Point	1 testimonial with reference	1 Point	2 testimonials with references	2 Points	3 testimonials with references	3 Points	4 testimonials with references	4 Points	5 testimonials with references	5 Points	15
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	<b>Total Weight</b>				<b>100</b>

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

<b>CATEGORY D: NETWORK SECURITY</b>																	
<b>Item</b>	<b>Criteria</b>	<b>Response required (All responses must be based on the Specifications)</b>	<b>Weight</b>														
1.	<b>Capacity to deliver the project</b>	<p>Provide evidence of experience in successfully executing similar projects at two or more continents in the form of signed testimonials from institutions, with contactable references. In order for the reference/testimonial to be valid, it must include the following information:</p> <ul style="list-style-type: none"> <li>✓ Letter Head</li> <li>✓ Customer name and contact details</li> <li>✓ Scope of deliverables or services</li> <li>✓ Date of Project</li> </ul>	15														
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3	<b>Project Implementation Strategy</b>	<p>The bidder/s must provide a detailed project management plan on how they will deliver all equipment and implement the solution to all sites in accordance to the stipulated timeframe of 18 months. The plan must include activities, milestones, resources and timeframes. In order for the project plan to be valid, it must be in compliance with the timeline of 18 months.</p> <p>The Project plan should include the following:</p> <ul style="list-style-type: none"> <li>✓ Detailed Project definition and planning.</li> <li>✓ Detailed Project implementation plan with timeframe, stages and reportable milestones</li> <li>✓ Detailed Pricing for the project.</li> <li>✓ Detailed Resource allocation.</li> <li>✓ Detail timeframes</li> </ul> <table border="1" data-bbox="539 1395 1046 1798"> <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	25
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																
4.	<b>Detailed design and Architecture proposal</b>	<p>Bidder/s must provide detailed documents and schematic diagrams showing all physical distribution of the hardware and software for their proposed solution in relation to the business requirements. The detailed low level design must be provided after the appointment of the bidder.</p>	35														

		<p>The documents must include, amongst others the following aspects:</p> <ul style="list-style-type: none"> <li>✓ Conceptual design.</li> <li>✓ High Level design.</li> <li>✓ Detailed technical specifications</li> <li>✓ Migration/Transition strategy</li> </ul> <table border="1"> <thead> <tr> <th>Scoring matrix</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>No aspect designed</td> <td>0 Point</td> </tr> <tr> <td>Conceptual design</td> <td>2 Point</td> </tr> <tr> <td>Conceptual design and High level design</td> <td>3 Points</td> </tr> <tr> <td>Conceptual design, High level design and Detailed technical specifications</td> <td>4 Points</td> </tr> <tr> <td>Design of four aspects Conceptual design, High level design, detailed technical specifications and Migration/Transition strategy</td> <td>5 Points</td> </tr> </tbody> </table>	Scoring matrix	Points	No aspect designed	0 Point	Conceptual design	2 Point	Conceptual design and High level design	3 Points	Conceptual design, High level design and Detailed technical specifications	4 Points	Design of four aspects Conceptual design, High level design, detailed technical specifications and Migration/Transition strategy	5 Points	
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Design of four aspects Conceptual design, High level design, detailed technical specifications and Migration/Transition strategy	5 Points														
	<b>Total Weight</b>		<b>100</b>												

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

**7.3 Stage Two: Site Visits and presentation for Category A (30 Percent)**

Item	Criteria	Response required (All responses must be based on the Specifications)	Weight								
1.	Network Operation Centre (NOC)	<p>The bidder must demonstrate how their NOC operates.</p> <table border="1"> <thead> <tr> <th>Criteria</th> <th>Point</th> </tr> </thead> <tbody> <tr> <td>Clearly defined service management process</td> <td>1 Point</td> </tr> <tr> <td>Two to three certified Network Associates</td> <td>2 Point</td> </tr> <tr> <td>One to two certified Network and Voice Specialist</td> <td>3 Point</td> </tr> </tbody> </table>	Criteria	Point	Clearly defined service management process	1 Point	Two to three certified Network Associates	2 Point	One to two certified Network and Voice Specialist	3 Point	5
Criteria	Point										
Clearly defined service management process	1 Point										
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One to two certified Network and Voice Specialist	3 Point										

		<p>The bidder must demonstrate how the proposed network and telephony management tool operates.</p> <table border="1"> <thead> <tr> <th>Criteria</th> <th></th> </tr> </thead> <tbody> <tr> <td>Real-time network device monitoring</td> <td>1 Point</td> </tr> <tr> <td>Real – time bandwidth and service availability monitoring</td> <td>2 Point</td> </tr> <tr> <td>Real – time applications monitoring</td> <td>3 Point</td> </tr> <tr> <td>Powerful reporting, analytics, and alerts</td> <td>4 Point</td> </tr> </tbody> </table>	Criteria		Real-time network device monitoring	1 Point	Real – time bandwidth and service availability monitoring	2 Point	Real – time applications monitoring	3 Point	Powerful reporting, analytics, and alerts	4 Point	5
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Real – time applications monitoring	3 Point												
Powerful reporting, analytics, and alerts	4 Point												
2.	Network hosting facilities	<p>The bidder/s must demonstrate how their facilities are managed.</p> <table border="1"> <thead> <tr> <th>Criteria</th> <th></th> </tr> </thead> <tbody> <tr> <td>High standby power availability (Generators and UPS)</td> <td>1 Point</td> </tr> <tr> <td>Maintenance and Support contract for facilities</td> <td>2 Point</td> </tr> <tr> <td>Divergent WAN circuits high availability</td> <td>3 Point</td> </tr> </tbody> </table>	Criteria		High standby power availability (Generators and UPS)	1 Point	Maintenance and Support contract for facilities	2 Point	Divergent WAN circuits high availability	3 Point	10		
Criteria													
High standby power availability (Generators and UPS)	1 Point												
Maintenance and Support contract for facilities	2 Point												
Divergent WAN circuits high availability	3 Point												
3.	Reference Site	DIRCO will visit two sites that have been provided as references for evaluation of services.	10										
<b>Total Weight</b>			<b>30</b>										



- 7.4 In terms of Regulation 7 (2) of the Preferential Procurement Regulations, 2017, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>
C1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- 7.5 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 7.6 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

*MWC*

## 8. GENERAL CONDITIONS

- 8.1 DIRCO will enter into a service level agreement with the successful bidder/s to supplement the master agreement. The service level agreement will among others, 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 Bidder/s must ensure that all categories of the project must be completed within a maximum period of 18 months. Categories must be implemented in parallel.
- 8.3 Bidder/s must ensure that any work related to this bid that they will be conducted at the various countries must comply with local laws.
- 8.4 DIRCO reserves the right to appoint more than one bidder/bidders.
- 8.5 DIRCO reserves the right to perform period checks and interventions during the implementation of the bid.
- 8.6 The bid evaluation will only be done on the basis of information that was requested and provided.
- 8.7 All documents submitted in response to this proposal shall become the property of DIRCO.
- 8.8 DIRCO reserves the right and full discretion to:
  - 8.8.1 Withdraw from this process and the provisions of the bid at any time;
  - 8.8.2 Cancel this bid at any time and all subsequent proposals may be rejected in whole or in part.
  - 8.8.3 Change the dates of adjudication and submission;
- 8.9 The department's decisions will be final and no correspondence will be entered into from the closing date of submissions until after the selection process has been completed. Bidders will be formally notified of the outcome of the bid.
- 8.10 A bid proposal will only be deemed accepted once written notice is given by DIRCO to the successful bidder and a service level agreement has been entered into between parties.
- 8.11 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.
- 8.12 It will be accepted that the bidder, on submitting the bid response, has read, understood and accepted all the terms and conditions of this TOR. It shall therefore be presumed by DIRCO that the submission of the bid proposal by any bidder confirms its complete acceptance of the terms and conditions of the document.
- 8.13 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.
- 8.14 DIRCO reserves the right to conduct site visit to verify the existence of the facilities and the functioning of the Incident Management Centre as part of the evaluation process.
- 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 respondent is a 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/bidders and its partner, or any person employed by him/her/it, is found to have either directly or indirectly offered, promised or given to any person in the employ of DIRCO any commission, gratuity, gift or other consideration, DIRCO shall have the right summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to immediately disqualify the bidder. The bidder will be responsible for all and any loss that DIRCO suffers as a result hereof.
- 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 Please supply a covering letter on your own letterhead signed by your duly authorized representative of the entity and acknowledgement containing the following:
- "The bidder/bidders and its partner warrants that any or all the information disclosed in the bid response is true and correct and will be binding; the bidder agrees to provide any documentary proof of such information that may be requested by DIRCO at any stage during the bid process"
- 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 and 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. 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 Bidder/bidders and its partner 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 the same as the specification list attached to this document. (SBD3.1) 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 12 301 8538 /8537 /8594 /8674  
Fax: +27 12 329 1267  
Email address: bidoffice@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

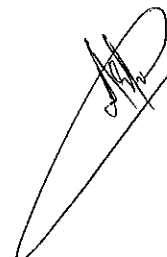
Department of International Relations and Cooperation  
Bid Box, OR Tambo Building  
460 Soutpansberg Street  
Rietondale  
Pretoria  
0084

- 10.2.2 Submissions should be posted to be received or hand delivered to the mentioned addresses on or before 11:00 on the **24 November 2020**.

- 10.2.3 The Compulsory briefing session will be on the **29 October 2020** via virtual platform.

Prospective service providers/suppliers 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 07-2020/21	CLOSING DATE:	24/11/2020	CLOSING TIME:	11:00am
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER(S) TO DESIGN, IMPLEMENT, MAINTAIN AND SUPPORT A HIGHLY SECURED CLOUD CENTRIC NETWORK INFRASTRUCTURE THAT COVERS WIDE AREA NETWORK, LOCAL AREA NETWORK, ENTERPRISE WIRELESS, ENTERPRISE TELEPHONY INFRASTRUCTURES FOR A PERIOD OF FIVE (5) YEARS WITH AN OPTION TO EXTEND FOR FURTHER TWO (2) YEARS				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					
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:			
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	[IF YES ENCLOSE PROOF]			[IF YES ANSWER PART B:3 BELOW ]	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)		
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**

<b>1. BID SUBMISSION:</b>	
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.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
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 3.1.1 YEAR ONE (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 07/2020/21
Closing Time 11:00	Closing date: 24 November 2020

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

**Required by: DIRCO**

**Location: All DIRCO OFFICES**

**PRICE SUMMARY: All Categories as per Terms of Reference**

<b>PRICE ELEMENT</b>	<b>PRICE OFFERED IN RAND</b>
Wide Area Network (WAN)	
Enterprise Telephony Infrastructure	
Local Area Network (LAN) and Wireless LAN	
Network security	
Maintenance and Support for 5 Years	
<b>TOTAL</b>	
15% VAT	
<b>TOTAL BID PRICE OFFERED</b>	

**SBD 3.1.2 YEAR TWO (2)**

**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**

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Name of bidder.....	Bid number...DIRCO 07/2020/21
Closing Time 11:00	Closing date: 24 November 2020

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**Required by: DIRCO**

**Location: All DIRCO OFFICES**

**PRICE SUMMARY: All Categories as per Terms of Reference**

<b>PRICE ELEMENT</b>	<b>PRICE OFFERED IN RAND</b>
Wide Area Network (WAN)	
Enterprise Telephony Infrastructure	
Local Area Network (LAN) and Wireless LAN	
Network security	
Maintenance and Support for 5 Years	
<b>TOTAL</b>	
15% VAT	
<b>TOTAL BID PRICE OFFERED</b>	



**SBD 3.1.3 YEAR THREE (3)**

**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 07/2020/21
Closing Time 11:00	Closing date: 24 November 2020

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

**Required by: DIRCO**  
**Location: All DIRCO OFFICES**

**PRICE SUMMARY: All Categories as per Terms of Reference**

<b>PRICE ELEMENT</b>	<b>PRICE OFFERED IN RAND</b>
Wide Area Network (WAN)	
Enterprise Telephony Infrastructure	
Local Area Network (LAN) and Wireless LAN	
Network security	
Maintenance and Support for 5 Years	
<b>TOTAL</b>	
15% VAT	
<b>TOTAL BID PRICE OFFERED</b>	

**SBD 3.1.4 YEAR FOUR (4)**

**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 07/2020/21
Closing Time 11:00	Closing date: 24 November 2020

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

**Required by: DIRCO**

**Location: All DIRCO OFFICES**

**PRICE SUMMARY: All Categories as per Terms of Reference**

<b>PRICE ELEMENT</b>	<b>PRICE OFFERED IN RAND</b>
Wide Area Network (WAN)	
Enterprise Telephony Infrastructure	
Local Area Network (LAN) and Wireless LAN	
Network security	
Maintenance and Support for 5 Years	
<b>TOTAL</b>	
15% VAT	
<b>TOTAL BID PRICE OFFERED</b>	

**SBD 3.1.5 YEAR FIVE (5)**

**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 07/2020/21
Closing Time 11:00	Closing date: 24 November 2020

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

**Required by: DIRCO**

**Location: All DIRCO OFFICES**

**PRICE SUMMARY: All Categories as per Terms of Reference**

<b>PRICE ELEMENT</b>	<b>PRICE OFFERED IN RAND</b>
Wide Area Network (WAN)	
Enterprise Telephony Infrastructure	
Local Area Network (LAN) and Wireless LAN	
Network security	
Maintenance and Support for 5 Years	
<b>TOTAL</b>	
15% VAT	
<b>TOTAL BID PRICE OFFERED</b>	

**SBD 4**

**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, 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, shareholder<sup>2</sup>, 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.

<sup>1</sup>"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.

<sup>2</sup>"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	
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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



## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- $P_s$  = Points scored for price of bid under consideration
- $P_t$  = Price of bid under consideration
- $P_{\min}$  = Price of lowest acceptable bid

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

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

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

**5. 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		
<b>OR</b>		
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>..... 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? <b>(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).</b>	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)? <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, 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.</b>	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 bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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 consortium<sup>3</sup> 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.

<sup>3</sup> 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**



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**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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1. Definitions
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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](http://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.