

PART A INVITATION TO BID

| | | | | | |
|---|---|---------------|---|--|--|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF COMMUNICATIONS AND DIGITAL TECHNOLOGIES | | | | | |
| BID NUMBER: | DCDT/04/2025/26 | CLOSING DATE: | 22 AUGUST 2025 | CLOSING TIME: | 11:00 |
| DESCRIPTION | REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AN ORGANISATIONAL PERFORMANCE MANAGEMENT SOFTWARE SYSTEM | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| 1166 PARK SREET | | | | | |
| IPARIOLI OFFICE PARK | | | | | |
| HATFIELD, PRETORIA | | | | | |
| BLOCK E, GROUND FLOOR | | | | | |
| COMPULSORY BRIEFING SESSION: 05 AUGUST 2025 @10:00 (BLUECRANE BOARDROOM) | | | | | |
| BIDDERS MUST ARRIVE ON TIME; NO LATECOMERS WILL BE ALLOWED IN TO THE VENUE | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | Ms. R HLAHLA | | CONTACT PERSON | Ms. M HLONGWANE | |
| TELEPHONE NUMBER | 012 427 8029 | | TELEPHONE NUMBER | 012 427 8041 | |
| FACSIMILE NUMBER | N/A | | FACSIMILE NUMBER | N/A | |
| E-MAIL ADDRESS | dcddtenders@dcddt.gov.za | | E-MAIL ADDRESS | dcddtenders@dcddt.gov.za | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE No: | MAAA |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? | | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW] |
| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | | | | | |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW. | | | | | |

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

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... DCDT/04/2025/26 |
| Closing Time .. 11:00 | Closing date... 22 AUGUST 2025 |

OFFER TO BE VALID FOR...**90**.....DAYS FROM THE CLOSING DATE OF BID.

| ITEM NO. | QUANTITY | DESCRIPTION | BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED) |
|----------|----------|-------------|---|
|----------|----------|-------------|---|

-
- Required by:
 - At:
.....
 - Brand and model
.....
 - Country of origin
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
*Delivery: Firm/not firm
 - Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

**** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.**

*Delete if not applicable

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
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| | | |
| | | |

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 **DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

| | |
|-----------|----------------|
| | |
| Signature | Date |
| | |
| Position | Name of bidder |

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.
or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Elias Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;

- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number Closing date:.....

Name of bidder.....

Postal address

.....

Signature..... Name (in print).....

Date.....

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) & \mathbf{or} & \mathbf{Ps} = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|--|--|--|--|--|
| Organisations which are owned by people who are women | N/A | 3 | N/A | |
| Organisations which are owned by people who are youth | N/A | 5 | N/A | |
| Black People (as per the definition in the B-BBEE ACT 53 of 2003) | N/A | 9 | N/A | |
| Organisations which are owned by persons with disabilities | N/A | 3 | N/A | |
| | | | | |

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....



communications
& digital technologies

Department
Communications & Digital Technologies
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AN ORGANISATIONAL PERFORMANCE MANAGEMENT SOFTWARE SYSTEM

AC

1. PURPOSE

- 1.1. The purpose of these terms of reference is to appoint a service provider that can provide an Organisational Performance Management software system, to support Department of Communications of Digital Technologies 5-year 2025 – 2030 Strategic Plan, help drive a High-Performance Culture and ensure that the outcomes of the 2025/26 Annual Performance Plan and Operational Plan are efficiently and effectively delivered for the DCDT through monitoring and reporting on SMART KPA's and KPI's across all levels of the organization.

2. BACKGROUND

- 2.1. In 2010, the National Treasury issued a Framework for Strategic and Annual Performance Plans to guide institutional short- and medium-term planning. The National Treasury further introduced the Revised Framework to build on the foundation of the 2010 Framework for Strategic Plans and Annual Performance Plans, to reaffirm the planning logic and institutionalise planning to enable better service delivery. The planning principles to be implemented through the Revised Framework aim to focus the planning approach towards achieving results; standardise the concepts used in short- and medium-term planning instruments; streamline the planning, monitoring and evaluation processes; and increase learning and innovation through improved use of evidence and the findings from monitoring and evaluation.
- 2.2. In 2011, the Department of Communications and Digital Technologies (DCDT) procured the services of a provider to provide a Performance Management System. The system supported by an Integrated Performance Management Policy was ready for organization-wide implementation in the 2012/2013 Financial Year. Since then, DCDT has successfully implemented the Performance Management System using the current electronic Organizational Performance Management System (e-OPMS).

- 2.3. The DCDT therefore, wishes to acquire a service provider that can provide an Organisational Performance Management software system, to support DCDT 5-year 2025 – 2030 Strategic Plan, help drive a High-Performance Culture and ensure that the outcomes of the 2025/26 Annual Performance Plan and Operational Plan are efficiently and effectively delivered for the DCDT through monitoring and reporting on SMART KPA's and KPI's across all levels of the organization.

3. OBJECTIVES OF THE PROJECT

- 3.1 The main project objectives of an Organisational Performance Management software system are to provide,
- 3.1.1 Real-time Monitoring: Implement real-time data collection and monitoring to ensure timely detection of issues.
 - 3.1.2 Data Accuracy: Ensure high accuracy in data collection and reporting to maintain the integrity of the information.
 - 3.1.3 User-friendly Interface: Develop a user-friendly interface for easy navigation and operation by users.
 - 3.1.4 Customizable Reports: Provide customizable reporting options to meet the specific needs of different stakeholders.
 - 3.1.5 Scalability: Design the system to be scalable to handle increasing amounts of data and users without performance degradation.
 - 3.1.6 Security: Implement robust security measures to protect sensitive data from unauthorized access and breaches.
 - 3.1.7 Integration: Ensure seamless integration with existing systems and third-party applications for comprehensive data analysis (e.g. budget, PMDS).
 - 3.1.8 Alerts and Notifications: Set up automated alerts and notifications to inform users of reporting timelines.
 - 3.1.9 Performance Metrics: Track and report on key performance metrics to evaluate the effectiveness and efficiency of the system.

AC

4. SCOPE OF WORK

| Requirements | Outcomes |
|--|---|
| 4.1 Technical Specification and General Features and ability of the proposed solution to comply with the requirements stated under scope and specifications | <p>4.1.1 The Technical outcome of the Performance Management system are as follows:</p> <p>4.1.1.1. 150 licenses (to be increased when there is a need)</p> <p>4.1.1.2. System must be compatible with all web-browsers (chrome, firefox, mozilla, edge explorer)</p> <p>4.1.1.3. The system must be accessible both internally within the DCDT and remotely or through VPN</p> <p>4.1.1.4. The design process of the system must follow government standards as well as interoperability (e.g. Active Directory).</p> <p>4.1.1.5. The system should use Active Directory (AD) for authentication to enable users to use their network credentials on the system</p> <p>4.1.1.6. The system must enable the assignment of targets to the project managers and reassignment when the project managers change</p> <p>4.1.1.7. The system should enable the update of the APP and Business plan and handle different versions of the APP and Business plan</p> <p>4.1.1.8. The system should allow monthly and quarterly reporting on the Operation Plan, Annual Performance Plan and Business plan</p> <p>4.1.1.9. The system should enable SMS members to check the performance of their respective areas through performance management dashboards</p> <p>4.1.1.10. The system should be role-based enabling project managers to have access to their project only and allow senior managers and administrators to have access to all areas</p> <p>4.1.1.11. The system should allow the SPM administrators to download data from the system and management reports</p> <p>4.1.1.12. The system will be hosted at the SITA government private cloud environment</p> |

| Requirements | Outcomes |
|--------------|--|
| | <p>4.1.1.13. The system must have basic editing functions e.g. spell check.</p> <p>4.1.1.14. The system must allow multiple document attachment during reporting with 50MB per attachment.</p> <p>4.1.1.15. The system must allow for word-count of 50 per reporting window (e.g. 50 words for each of Achievements, Challenges and Corrective Actions)</p> <p>4.1.1.16. The system must offer idle time of 30-minutes per session with an option of extension or logging-off to users.</p> <p>4.1.1.17. The system must provide users with four tries when wrong username and/ or password are entered.</p> <p>4.1.1.18. The system must enable new users to apply for access to the organisational performance management system and approval be granted by applicant supervisor, system owner and Information Technology dedicated official.</p> <p>4.1.1.19. The system must enable all system user's login credentials to be link to the Department's Active Directory</p> <p>4.1.1.20. The system must enable the Administrators to upload/ update the Strategic Plan Outcomes, Annual Performance Plan and Operational Plan on the 2nd Year of the 3-Year Agreement on the existing hierarchy.</p> <p>4.1.1.21. The system must enable Administrators to control reporting dates by opening and closing the system for user accessibility.</p> <p>4.1.1.22. The system must enable system users on monthly and quarterly basis to update progress performance against targets on the system.</p> <p>4.1.1.23. The system must enable the Branch/Programme heads to conduct their own assessments and finalise the scoring of percentage achieved and sign-off their respective reports for accountability.</p> <p>4.1.1.24. The system must enable the Branch/Programme heads to</p> |

| Requirements | Outcomes |
|--|---|
| | <p>acceptance or rejection or editing of the narrative on progress made and scores provided.</p> <p>4.1.1.25. The system must enable a Catch-up Plan component that is linked to the not achieved targets and to also allow users to complete activities to improve the poor performance and report progress and upload evidence on the system.</p> <p>4.1.1.26. The system must enable performance of targets to be tracked over a 2- Year period (minimum) and provide a comparison report.</p> <p>4.1.1.27. The system must enable users to conduct a Performance Comparison of Programmes.</p> <p>4.1.1.28. The system must enable Administrators to draw Organization reports and analyse data and provide a statistical view of branch/programme and organization performance on monthly, quarterly and annual basis.</p> <p>4.1.1.29. The system must enable reminders and notifications to be send through it to all users of their respective deadlines, targets and activities.</p> <p>4.1.1.30. The system must enable audit trail.</p> <p>4.1.1.31. The system should be compliant to Protection of Personal Information (POPI) Act</p> |
| <p>4.2 Build on and provide further support to the current implementation process</p> | <p>4.2.1. Partner with the Strategic Planning & Monitoring (SPM) unit in providing an Organisational Performance Management System that ensures alignment of Strategic Plan Outcomes, Annual Performance Plan (APP) targets and Operational Plan activities.</p> <p>4.2.2. Migrate all data in the current system onto the new system.</p> |
| <p>4.3 Training</p> | <p>4.3.1. Train SPM & IT unit's officials as internal system custodian and super users.</p> <p>4.3.2. Train SPM & IT unit's officials to allocate different roles and rights to users.</p> |

| Requirements | Outcomes |
|---|--|
| | <p>4.3.3. Train Line Management on system navigation, management and tracking of performance.</p> <p>4.3.4. Train all employees on system navigation, management and tracking of performance.</p> <p>4.3.5. Develop a User Guide (that will become the property of DCDT once approved).</p> |
| 4.4 Reporting | <p>4.4.1 The system must provide statistical and info graphs reports on monthly, quarterly and annual basis and against all plans.</p> <p>4.4.2 The system must enable officials from SPM unit to draw a consolidated monthly, quarterly, Year-End and annual reports on all plans.</p> <p>4.4.3 The system must enable the compiling of reports based on the provided timelines.</p> |
| 4.5 Maintenance and Support | <p>4.5.1 Ongoing support for the duration of the contract to the SPM and IT units with any other system updates, enhancement and reporting aligned to organizational requirements as and when required by providing the following support and assistance:</p> <p>4.5.2 Technical support for staff who experience systems challenges.</p> <p>4.5.3 Technical support will be required during office hours, from Monday to Friday (08:00 – 17:00)</p> <p>4.5.4 The system provider is required to provide dedicated contact details (email address, telephone number) where users can log ideally written request for technical support.</p> <p>4.5.5 The system provider response should not take longer than two hours once request for technical support is logged.</p> <p>4.5.6 System provider to inform users of the system down-time as and when it happens.</p> |
| 4.6 Submission of valid invoices | <p>4.6.1 SPM unit will log requests on system updates, enhancement, maintenance with the service provider.</p> <p>4.6.2 The service provider will be required to provide quotation of the</p> |

| Requirements | Outcomes |
|---------------------|--|
| | <p>requested services prior to commencing with the work.</p> <p>4.6.3 SPM unit will assess the quote and provide a written response to either go- ahead or not, only then can the service provider commence with the required service.</p> <p>4.6.4 The service provider to submit valid invoice/s within 30-days after the requested services had been rendered.</p> |
| 4.7 Meetings | <p>4.7.1 Service provider to meet with officials from SPM & IT units as and when required.</p> <p>4.7.2 Dates of the meetings to be agreed to in advance/ at the start of the contract.</p> <p>4.7.3 Meeting invites to be circulated 5-days before the actual meeting.</p> <p>4.7.4 At least 2 officials from SPM & IT units and 3 from the service provider must be present to form a quorum.</p> <p>4.7.5 Minutes of the meetings will be circulated 1 day after the meeting.</p> <p>4.7.6 Both the Department and service provider will submit agenda items.</p> |

4.8 Reporting Timelines

| Reporting Period | Schedule Dates |
|---|--|
| Quarter 1: Quarter ending 30 June annually | Opening: 01 July Closing: 31 July |
| Quarter 2: Quarter ending 30 September annually | Opening: 01 October Closing: 31 October |
| Quarter 3: Quarter ending 31 December annually | Opening: 02 January Closing: 30 January |
| Quarter 4: Quarter ending 31 March annually | Opening: 01 April Closing: 30 April |
| April Monthly report ending 30 April annually | Opening: 01 May Closing: 09 May |
| May Monthly report ending 30 May annually | Opening: 02 June Closing: 10 June |

| | |
|---|--|
| July Monthly report ending 31 July annually | Opening: 01 August Closing: 11 August |
| August Monthly report ending 29 August annually | Opening: 01 September Closing: 09 September |
| October Monthly report ending 31 October annually | Opening: 03 November Closing: 11 November |

4.9 SPM unit within the Department will furnish the successful bidder with the following documents at the commencement of the contract:

- 4.9.1 2025- 2030 Strategic Plan of the organization.
- 4.9.2 2025/26 Annual Performance Plan of the organization.
- 4.9.3 2025/26 Operational Plan of the organization.
- 4.9.4 Revised Framework for the Strategic Plan and Annual Performance Plan.
- 4.9.5 Integrated Strategic Planning, Monitoring and Reporting Policy.
- 4.9.6 New User access form to be built into the system.

5. OUTPUTS/DELIVERABLES

5.1 Outputs of the final product expected from the service provider as per the scope of work are as follows:

- 5.1.1 Reports: Summarized data over a specific period, often including charts and graphs for easier interpretation.
- 5.1.2 Dashboards: Visual interfaces displaying key performance indicators (KPIs) and other important metrics in real-time.
- 5.1.3 Audit Trails: Records of changes made to the system/ reports, including who made the changes and when.
- 5.1.4 Logs: Detailed records of user activities & percentage of active/inactive users.
- 5.1.5 Real-time Alerts: Notifications about performance issues
- 5.1.6 Compliance Reports: Documentation showing adherence to standards and policies.
- 5.1.7 Incident Reports: Detailed accounts of any incidents, including the cause, impact, and resolution steps.

6. SKILLS AND KNOWLEDGE REQUIRED

- 6.1 Understanding of system architecture,
- 6.2 Proficiency in data collection and analysis
- 6.3 Familiarity with key performance indicators
- 6.4 Understanding of government planning cycle (revised framework for strategic and annual performance plans)
- 6.5 Understanding of Policy Framework for the Government-wide Monitoring and Evaluation System

7. MANDATORY REQUIREMENTS

- 7.1 Two (2) Resources to be given to the Department that must have the following
 - a) at least diploma or degree in programming (proof of qualifications to be attached), ensuring the resource has qualifications.
 - b) must understand the system to be provided (reference letter from active clients using the system).
 - c) Both resources must be senior developers with at least 2 to 3 years of experience in support of the system to be provided.
- 7.2 The service provider must have 2 to 3 years demonstratable/ proven experience in developing performance management and reporting systems (reference letters must be attached of active clients using the existing system).
- 7.3 Technical and financial proposals: - A project plan that states the methodology and approach for accomplishing the task, project phases if applicable, time frames and outputs including cost for the project.
- 7.4 The service provider must agree to provide the system which will be government data, be securely managed, hosted under government security compliance as per the DCDT IT security standards (a letter of agreement to be attached).

- 7.5 Profile of the company and description of work undertaken on performance management reporting system, must be attached.
- 7.6 Curriculum Vitae of consultants assigned to the project, including their roles and responsibilities must be attached,
- 7.7 Agreement between service providers in the case of a joint venture/Consortium must be attached.
- 7.8 Letter of authority to sign documents on behalf of the company/joint venture/Consortium must be attached.
- 7.9 Financial detailed breakdown of the proposal must be included e.g. license, maintenance, support, enhancement must be attached.

NB: Failure to provide any of the above mandatory requirements will lead to disqualification of the bid.

8. SERVICE LEVEL AGREEMENT

The Service Level Agreement (SLA) will be signed between the Department of Communications and Digital Technologies and the successful bidder prior to commencement of any work unless if arranged otherwise.

9. CONTRACT PERIOD

The contract shall be valid for a period of 36 months as from the date of signing of the service level agreement by both parties. The 36 months contract must include support, maintenance, updates, enhancements and consultation.

10. PAYMENT

The successful service provider will be paid upon the completion of phases or milestones set out in the project plan or as mutually agreed by the Department and the service provider. Payment of invoices will be effected within 30 days after receipt of invoice from the service provider.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 Department will become the owner of all information, documents, advice and reports collected and compiled by the consultant/firm/service provider in the execution of this agreement.
- 11.2 The copyright of all documents will vest in the Department and may not be reproduced or distributed or made available without the written consent of the Department.
- 11.3 All information, documents and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of stakeholders.
- 11.4 Ownership of the system should be the property of the DCDT and must have components of migrating to other platforms. Could the company's contract come to an end. That will ensure we migrate the current data to the newly procured system.

12. SUB-CONTRACTING ARRANGEMENTS

The Department reserves the right to approve the consultants/sub-contractors offered by the service provider. The replacement of consultants/sub-contractors during the contract period must be approved by the Department.

13. SUBMISSION OF BIDS

- 13.1 Prospective bidders must submit their bid proposals including the following:
 - 13.1.1 Copy of valid Tax Clearance Pin issued by SARS.
 - 13.1.2 Copy of Central Supplier Database (CSD) report
 - 13.1.3 Entity registration Certificate (CK1)
 - 13.1.4 A response to the terms of reference.

14. EVALUATION OF BIDS

14.1. Phase 1: Mandatory requirements

- 14.1.1. Bidders will be evaluated based on mandatory requirements as outlined in this document. Bidders who fail to meet the requirements will be disqualified and will not be evaluated further for price and specific goals.

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- 14.1.2. Only bidders that have complied with mandatory requirements will be evaluated in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Policy Framework Act and its associated Regulations.

14.2. Phase 2: Evaluation in terms of the 80/20 preference point system (Price and specific goals)

- 14.2.1. The bid price (maximum 80 points).
14.2.2. Specific goals status (maximum 20 points).

14.3. Specific goals applicable for this bid and number of points

A maximum of 20 points may be allocated to a bidder for attaining their Specific Goals in accordance with the table below:

| Specific goals | Number of Points |
|---|------------------|
| Organisations which are owned by people who are women | 3 |
| Organisations which are owned by people who are youth | 5 |
| Black People (as per the definition in the B-BBEE ACT 53 of 2003) | 9 |
| Organisations which are owned by persons with disabilities | 3 |

14.4. Specific goals allocation

Specific goals may be allocated to bidders on submission of the following documentation or evidence:

- 14.4.1 CSD report or certified copy of Identity Document for Director (s) of the Organisation.
14.4.2 Proof of disability confirming the nature of the disability (Letter from a General Practitioner).

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14.5. Phase 3: Further Evaluation

- 14.5.1.** After evaluating mandatory criteria, potential service providers who met all mandatory requirements, the department will do site visits to at least 3 active clients using the Organisational Performance Management software system.

15. Compulsory Briefing Session

- 15.1. A compulsory briefing session will be scheduled, and potential bidders must attend.

Date: 05 August 2025

Venue: Bluecrane boardroom

Time: 10:00am

- 15.2. NB: All bidders are encouraged to compile a list of questions to be asked during the meeting. All questions will be addressed during the meeting and No questions will be taken after the meeting.

16. TERMS AND CONDITIONS

- 16.1. The service provider must preferably be a single legal entity with all other necessary expertise secured via sub-contract, or under a joint venture arrangement.
- 16.2. The Department reserves the right to appoint any other person to undertake any part of the Task. Should the contract between the Department and the service provider be terminated by either party due to reasons not attributable to the service provider, the service provider will be remunerated for the appropriate portion of work completed up to a maximum amount of not more than the total fee bid by the service provider for the appropriate phase of the project during which the appointment was terminated.
- 16.3. The individuals proposed for professional work on the project shall remain on the project unless the Department grants permission to change the proposal. Such permission will only be granted in exceptional circumstances.

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- 16.4. No material or information derived from the bid submission or the provision of the services under the contract may be used for any purposes other than those of the Department or its SOE's, except where authorized in writing to do so.
- 16.5. The copyright of all documents and electronic aids, software programmes prepared or developed in terms of this appointment shall vest in the DCDT.
- 16.6. The costs of preparing proposals and of negotiating the contract will not be reimbursed.
- 16.7. The Department reserves the right to negotiate price with the preferred bidders.
- 16.8. The service provider and its affiliates are disqualified from providing goods, works and services to any private party to this Agreement, or to any eventual project that may result, directly or indirectly from these services.
- 16.9. Individuals and firms may not contact the Department on any matter pertaining to their bid from the time when bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.
- 16.10. The department reserves the right not to award the bid should it deem fit not to award.
- 16.11. The Department reserves the right to contact any bidder to seek clarity on any matter included in the bid documents.
- 16.12. The Department will return late bid submissions unopened where possible, if not such bids will not be considered for evaluation.
- 16.13. It will be expected of the successful service provider to sign a service level agreement with the Department prior to the commencement of any work.
- 16.14. The recommended service provider will have to pass the security vetting exercise which is facilitated through the State Security Agency.

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17. ENQUIRIES

Bidders may send questions for clarification on these Terms of Reference or any of its Annexure before the briefing session on the email address below and all questions will be answered during the briefing session. No questions will be answered after the briefing session. More questions can be asked during the briefing session.

All technical enquiries may be directed to: dcdttenders@dcdt.gov.za

Approved By: 

Rank: CFO

Date: 21/07/2025

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

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

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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

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| | | (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment. |
| 29. Governing language | 29.1 | The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English. |
| 30. Applicable law | 30.1 | The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC. |
| 31. Notices | 31.1 | Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice |
| | 31.2 | The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice. |
| 32. Taxes and duties | 32.1 | A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. |
| | 32.2 | A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. |
| | 32.3 | No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services. |
| 33. National Industrial Participation Programme (NIP) | 33.1 | The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation. |
| 34 Prohibition of Restrictive practices | 34.1 | In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). |
| | 34.2 | If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998. |

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

Js General Conditions of Contract (revised July 2010)