SBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF SMALL BUSINESS DEPARTMENT					
BID NUMBER:	**DSBD — RFP 002 ONESTOPSHOP – 2026/2027.**	CLOSING DATE:	10 DECEMBER 2026	CLOSING TIME:	11:00
DESCRIPTION	**THE DEPARTMENT OF SMALL BUSINESS DEVELOPMENT (DSBD) REQUESTS PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DESIGN, DEVELOP, TEST, DEPLOY, IMPLEMENT AND SUPPORT THE NATIONAL ONLINE ONE-STOP SHOP FOR MSMES AND COORPERATIVES (INCLUDING AN INITIAL MVP AND 36 MONTHS OF CONTRACTED MAINTENANCE AND SUPPORT)**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
THE DEPARTMENT OF SMALL BUSINESS DEPARTMENT
77 MEINTJIES STREET
THE DTIC CAMPUS
SUNNYSIDE
PRETORIA
0002

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**MR NHLAKANIPHO MSANE**	CONTACT PERSON	
TELEPHONE NUMBER	**(012) 394 5466**	TELEPHONE NUMBER	
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	
E-MAIL ADDRESS	**DSBDTENDERS@DSBD.GOV.ZA**	E-MAIL ADDRESS	

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?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ 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: ……

small business development
Department:
Small Business Development
REPUBLIC OF SOUTH AFRICA

APPOINTMENT OF A SERVICE PROVIDER TO DESIGN, DEVELOP, TEST, DEPLOY, IMPLEMENT AND SUPPORT THE NATIONAL ONLINE ONE-STOP SHOP FOR MSMES AND COOPERATIVES (INCLUDING AN INITIAL MVP AND 36 MONTHS OF CONTRACTED MAINTENANCE AND SUPPORT)

DSBD-RFP 002 ONESTOPSHOP – 2026/2027

ADVERT DATE : 26 November 2026

CLOSING DATE : 10 December 2026

TIME : **11:00**

VALIDITY PERIOD : **120 DAYS**

TENDER BOX ADRESS

THE DEPARTMENT OF SMALL BUSINESS DEVELOPMENT

77 MEINTJIES STREET

The dtic Campus

Sunnyside

Pretoria

002

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1. Purpose

The purpose of these Terms of Reference is to appoint a suitably qualified service provider to design, develop, test, deploy, implement and support a secure, scalable and interoperable National Online One-Stop Shop for MSMEs and Cooperatives, including an initial Minimum Viable Product (MVP) and 36 months of contracted maintenance and support.

2. INTRODUCTION AND BACKGROUND

The Department of Small Business Development intends to establish a secure, scalable, interoperable and user-centred National Online One-Stop Shop for Micro, Small and Medium Enterprises and Cooperatives. The National Online One-Stop Shop will provide a coordinated national digital service capability through which approved government business services may progressively be integrated and made accessible to enterprises through a single digital entry point.

OSS is intended to be a national digital service capability rather than a standalone website. It will provide a single digital entry point to approved government business services and will be underpinned by secure interoperability, API-enabled integration, trusted enterprise data, configurable workflows, identity and access management, document and case management, notifications, analytics, cybersecurity, privacy, resilience and appropriate assisted-digital channels.

The Terms of Reference (ToR) identify the platform as the baseline for functional specification, solution architecture, procurement planning and implementation approval and establish requirements for business registration, licensing, compliance, inspections, business support, enterprise data, integration, security, reporting, migration and operational support.

3. PROBLEM STATEMENT

MSMEs in South Africa interact with multiple government departments, public entities, municipalities and other institutions to register their businesses, obtain licenses and permits, meet regulatory and compliance requirements, access government support, participate in markets and obtain other business-related services. These services are currently delivered through fragmented institutional, administrative and digital channels, with different processes, systems, data requirements, application procedures and service standards.

This fragmented service environment creates significant administrative and operational burdens for MSMEs, particularly informal, micro and early-stage enterprises. Businesses are frequently required to provide the same or similar information and supporting documentation to different institutions, navigate multiple service channels, and engage separately with different government entities to complete related transactions. This results in duplication of effort, inconsistent user experiences, delays, limited visibility of application status, increased compliance costs and unnecessary physical interaction with government.

The fragmentation also affects the Government's ability to deliver coordinated and data-driven MSME services. Business information is maintained across multiple institutional and municipal systems, often using different data structures, standards, identifiers and business rules. The absence of effective interoperability and controlled information exchange limits Government's ability to apply the once-only principle, establish a trusted and consolidated view of MSMEs, identify duplicate or conflicting records, monitor service delivery performance, coordinate support interventions and obtain timely national, provincial and municipal intelligence on the MSME ecosystem. The existing environment therefore contributes to duplication of support, inconsistent reporting, inefficient regulatory oversight and limited evidence-based decision-making.

Furthermore, the current digital environment does not provide a sufficiently integrated mechanism through which MSMEs can discover relevant government services, determine eligibility, submit applications, provide information and documentation once, make required payments, track applications, receive notifications and access multiple government services through a single trusted digital experience. The existing environment also requires stronger mechanisms for integrating government systems, managing trusted MSME data, automating cross-institutional workflows, monitoring service-level performance and providing secure, auditable and privacy-compliant information exchange.

The absence of a coordinated national digital service capability therefore results in fragmented service delivery, duplicated data capture, inefficient business processes, limited interoperability, inconsistent service standards and increased regulatory and administrative burden for MSMEs and Government alike.

Accordingly, there is a need for OSS platform that provides a single, secure and accessible digital entry point to government business services, supported by interoperable systems, shared data, configurable workflows, digital identity, integrated payments, notifications, analytics and appropriate assisted-digital channels.

The OSS must not be implemented merely as a standalone website or front-end portal. It must establish a scalable national digital service capability that enables participating institutions to expose and integrate their approved business services through common standards, APIs, workflows and data governance mechanisms, while retaining appropriate institutional mandates, accountability and ownership of their respective services and data.

The proposed OSS will therefore address the underlying fragmentation by providing:

i. A single digital access point through which MSMEs can discover and access relevant government business services;

ii. Integrated and digitised end-to-end service journeys, including registration, licensing, permitting, compliance and support services;

iii. Interoperability and API-based integration between the OSS and participating government and approved third-party systems;

iv. Once-only data capture and controlled data sharing, supported by master data management, validation, deduplication and data governance;

v. Secure digital identity, authentication and role-based access appropriate to MSMEs, government officials and participating institutions;

vi. Integrated digital payment capability for applicable government services;

vii. Workflow, case and document management to facilitate transparent and efficient processing across institutional boundaries;

viii. Real-time service tracking, notifications and escalation mechanisms for applicants and service providers;

ix. National, provincial and municipal reporting and analytics to monitor service performance, demand, turnaround times, bottlenecks and MSME service outcomes; and

x. Inclusive and accessible service channels, including mobile-first and assisted-digital mechanisms, to ensure that enterprises with limited digital capability or connectivity are not excluded.

The implementation of the OSS is consequently intended to reduce the administrative burden on MSMEs, improve the ease of doing business, reduce duplication and red tape, improve government service efficiency and transparency, strengthen the quality and availability of MSME

data, and enable coordinated, interoperable and evidence-based delivery of government business services at national, provincial and local level.

4. PROCUREMENT BOUNDARY AND PHASING

For procurement certainty, DSBD shall distinguish between:

(a) the foundational platform capabilities required from inception;
(b) the specific business services and institutions included in the approved Minimum Viable Product (MVP);
(c) services, institutions, municipalities, and capabilities to be on-boarded in later implementation waves.

Only items expressly included in the approved MVP and phased service catalogue shall form part of the initial implementation baseline. Any expansion shall be subject to approved change control, funding, and institutional readiness.

5. LEGISLATIVE, POLICY AND ICT GOVERNANCE FRAMEWORK

The Service Provider shall comply with all applicable South African legislation, regulations, government policies, standards, directives and DSBD policies in force during the assignment. The current baseline includes where applicable:

- Constitution of the Republic of South Africa, 1996, including section 217 procurement principles.
- Public Finance Management Act, 1999, Treasury Regulations, applicable National Treasury Instruction Notes and DSBD SCM policies.
- Preferential Procurement Policy Framework Act and applicable procurement regulations/prescripts.
- Protection of Personal Information Act (POPIA).
- Minimum Interoperability Standards (MIOS).
- National Archives and Records Service of SA Act 43 of 1996.
- Electronic Communications and Transactions Act.
- Cybercrimes Act. - Cyber offences and evidence.
- Promotion of Access to Information Act (PAIA).

- Minimum Information Security Standards (MISS) and applicable government cybersecurity requirements.
- Businesses Act of 1991.
- National Integrated Small Enterprise Development (NISED) Masterplan.
- National Business Licensing Policy.
- Red Tape Reduction Framework.
- DSBD Digital Transformation Strategy and approved ICT governance instruments.
- DPSA digital public-service standards and applicable directives.
- Corporate Governance of ICT Policy Framework (CGICTPF).
- SITA SDLC and applicable SITA/government ICT requirements.
- Government Enterprise Architecture requirements and applicable recognised architecture standards.
- Applicable records management, accessibility, information security, cloud, hosting and data governance requirements.
- Companies Act / CIPC legislation, where applicable - Business registration information

Where a conflict exists between this ToR and a binding legal, regulatory or SCM requirement, the applicable law or approved government prescript shall prevail.

6. OBJECTIVES OF THE NATIONAL ONLINE ONE-STOP SHOP

- Provide a single digital entry point through which MSMEs can access licensing, registration, compliance, support and market access services.
- Digitise and automate priority business licensing and permitting workflows, including submission, routing, adjudication, approval, renewal and status tracking.
- Apply the "once-only" principle where legally permissible, reducing repeated document submissions and duplicate data capture.
- Enable secure integration with priority institutions, including CIPC, SARS, DHA, SEDFA, municipalities and other approved government platforms.
- Provide real-time dashboards for turnaround times, bottlenecks, application volumes, service usage, user satisfaction and red tape indicators.
- Embed cybersecurity-by-design, privacy-by-design, audit trails, role-based access control and data governance from inception.
- Develop a scalable, modular and sustainable platform that can be expanded nationally and enhanced over time.

7. DESCRIPTION OF GOODS AND SERVICES REQUIRED

No.	**Category**	**Requirement**
1	Software solution	Supply of a proven, configurable digital solution, including all modules, user portals, mobile capabilities, dashboards, reports and administration tools required by this ToR.
2	Configuration and implementation	Business analysis, process design, solution configuration, forms, workflows, rules, fees, notifications, templates, security roles and municipality-specific setup.
3	Integration services	Design, build, testing and documentation of interfaces with approved departmental, municipal and third-party systems.
4	Data migration	Assessment, cleansing support, mapping, migration and reconciliation of agreed legacy permit, applicant and reference data.
5	Cloud deployment	Installation and deployment on cloud infrastructure, including environment setup and release management.
6	Rollout services	Phased onboarding and Go-Live support for municipalities identified by the Department. Bidders shall provide a unit rate per municipality category and, where applicable, separate rates for remote and onsite onboarding.
7	Training and knowledge transfer	Online role-based training for departmental and municipal stakeholders, end users, administrators and support personnel.
8	Maintenance and support	Corrective, adaptive, preventive and minor enhancement maintenance for 36 months commencing from the national OSS production go-live and formal operational acceptance date.
9	Onsite resource	Deployment of one suitably qualified onsite resource for 36 months from the Go-Live date.

No.	Category	Requirement
10	Documentation	Provision and maintenance of all projects, user, technical, configuration, integration, security, training, operating and support documentation. For bid-comparison purposes, bidders shall price the core OSS implementation separately from municipality onboarding. The pricing schedule shall include unit rates by municipality category, per rollout wave, per training cohort and per month/year of support. No municipality-specific rollout shall commence without an approved onboarding order, confirmed scope and readiness assessment.

8. SCOPE OF WORK

The Service Provider shall undertake the following integrated workstreams. All workstreams shall be managed as one programme with clear dependencies, milestones, quality gates and acceptance evidence.

8.1 Inception, Discovery and Requirements Confirmation

- Confirm objectives, scope, governance, stakeholders, assumptions, dependencies, risks and constraints.
- Conduct workshops with DSBD, SEDFA, municipalities, priority institutions and approved integration partners.
- Validate the minimum MVP capability baseline prescribed in this ToR and confirm the detailed services, business rules, workflows and implementation-wave sequencing within that baseline.
- Confirm business, functional, non-functional, integration, data, security and reporting requirements.
- Establish the Requirements Traceability Matrix (RTM) and requirements for change-control process.
- Produce an approved detailed implementation plan, resource plan, and governance calendar.

8.2 Business Process Mapping and Service Catalogue

- Map AS-IS and TO-BE processes for priority services.
- Identify duplication, manual steps, decision points, service dependencies, and opportunities for automation.
- Develop a configurable National OSS Service Catalogue.

- For each service, define owner, eligibility, data, documents, fees, workflow, approvals, SLA, escalation, integrations, notifications, outputs and renewal requirements.

8.3 Enterprise and Solution Architecture

- Develop Business, Application, Data, Integration, Security, Technology, Hosting, DR/BC and Transition Architectures.
- Define the boundary and interaction between the OSS digital front door and the underlying enterprise integration/shared-services capability.
- Design for modularity, scalability, interoperability, maintainability, and future service expansion.
- Architecture shall be approved before detailed development.

8.4 OSS Platform

- Develop/configure the user portal and back-office capabilities.
- Implement service catalogue, user profiles, applications, case management, document management, workflow, notifications, administration and analytics.
- Support registration, licensing, compliance, support and market access journeys.
- Provide configurable forms, rules, workflows, SLAs, and service metadata.

8.5 Integration and API Management

- Implement an API Gateway and API management capability.
- Support REST APIs and, where justified, asynchronous, event-driven, batch and file-based integration patterns.
- Provide API authentication, authorisation, encryption, throttling, monitoring, logging, analytics, versioning, error handling, retry/replay and lifecycle management.
- Create an Integration Catalogue covering source, target, data objects, interface, direction, frequency, authentication, owner, SLA, dependencies and test evidence.
- Integrate approved priority systems including CIPC, SARS, DHA, SEDFA as applicable, municipalities, CSD/eTender and other approved services subject to dependencies and agreements.
- The solution must support integration with approved artificial intelligence (AI) and large-language-model services for authorised application-development support, workflow assistance, user assistance, data analytics and insight-generation use cases. All AI capabilities shall be subject to DSBD approval and applicable security, privacy and data-

governance requirements, and shall provide appropriate auditability and meaningful human review where AI-generated outputs inform official decisions or external communications.

- Ensure all integrations are resilient, monitored, logged, and capable of controlled retry and reconciliation.

8.6 Data Management and Governance

- Implement Master Data Management, unique business/MSME records, data validation, matching, deduplication and duplicate resolution.
- Provide metadata, reference data, lineage, data quality rules, stewardship and exception management.
- Support controlled data sharing and retention/archiving/disposal.
- Maintain audit trails for data creation, update, approval, sharing, and deletion.
- Respect authoritative institutional data ownership.

8.7 Digital Identity and Access Management

- Support user registration, identity verification, SSO, MFA, RBAC, delegated authority, privileged access, and service accounts.
- Implement least privilege and segregation of duties.
- Support integration with approved government identity platforms, including Microsoft Entra ID/Active Directory where applicable.

8.8 Digital Payments

- Support payment initiation, payment references, status, confirmation, digital receipts, reconciliation, failed transactions, refunds where applicable and payment audit trails.
- Integrate with approved payment/revenue systems subject to institutional requirements.

8.9 Workflow, Case and Document Management

- Provide configurable BPM/workflows, routing, approvals, parallel/sequential tasks, escalation, SLA timers, delegation, rejection/resubmission and case closure.
- Provide secure document submission, validation, versioning, retrieval, retention, audit trail and digital signatures where required.

8.10 Compliance, Inspections and Regulatory Services

- Support compliance assessments, inspection scheduling, mobile inspections, checklists, evidence capture, location/GPS capture where required, non-compliance, enforcement, corrective actions and audit findings.
- Provide regulatory/red-tape navigation, complaints, and bottleneck tracking.

8.11 Business Support and Market Access

- Provide for funding pathways or applications, incubation, mentoring, training, and enterprise development.
- Provide market access capabilities, business directories, and approved procurement/market-linkage integrations.

8.12 Mobile, Field and Assisted Digital Services

- Provide responsive/mobile-first access.
- Support field capture and offline capability where required, with controlled synchronisation.
- Support assisted digital channels and future integration with approved WhatsApp, USSD or similar channels where justified.
- Support accessibility and plain language design.

8.13 GIS and Location Services

- Support business geolocation, municipal boundaries, mapping, spatial analysis and location-based reporting where applicable.

8.14 Reporting, Analytics and Monitoring

- Provide operational, management and executive dashboards.
- Report on registration, licensing, compliance, inspections, support referrals, turnaround times, backlog, user adoption, service performance, data quality and platform availability.
- Provide GIS, trend and ad hoc reporting subject to access controls.

8.15 Cybersecurity, Privacy and Compliance

- Implement security-by-design and privacy-by-design.
- Provide encryption, secure coding, vulnerability management, penetration testing, centralised logging, security monitoring, incident response and SIEM/SOC readiness.

- Support privacy notices, lawful processing records, consent where applicable and data-subject request handling.

8.16 Data Migration and Transition

- Assess DSBDConnect and other existing departmental legacy systems and datasets identified by DSBD. The inception phase shall produce an approved source-system and dataset inventory.
- Define field mappings, cleansing rules, transformation, deduplication, migration, validation, reconciliation, exception reporting and rollback.
- Support controlled cutovers and business sign-off.
- Conduct data profiling and agree data quality, mapping, migration and reconciliation rules.
- Provide migration templates and support municipalities in extracting and cleansing source data.
- Perform trial migrations, validation, exception reporting and final production migration.
- Retain a complete audit trail of migrated records and obtain formal migration sign-off.

8.17 Municipal and Institutional Onboarding

- Provide a standard onboarding framework for municipalities, provinces and participating institutions.
- Support jurisdiction-specific configuration of services, workflows, users, SLAs and data access within a common national platform.
- Provide onboarding readiness, testing, training and go-live controls.
- Roll out the solution to municipalities designated by the Department within the approved implementation plan.
- Support DSBD with the onboarding of an approved municipal cohort while simultaneously transferring the necessary skills, tools and implementation knowledge to designated DSBD officials and super-users.

8.18 Testing, Pilot and Quality Assurance

- Execute unit, functional, SIT, API/integration, regression, security, vulnerability, penetration, performance/load, accessibility, usability, migration, DR and UAT testing.
- Pilot with approved institutions/municipalities and representative users.
- Resolve defects and obtain formal sign-off before production.

- Support independent vulnerability assessment and penetration testing where required by the Department.

8.19 Training, Change Management and Adoption

- Develop stakeholder engagement and adoption plans.
- Train DSBD officials, participating institutions, municipal users, administrators, and super-users.
- Provide manuals, SOPs, Frequently Asked Questions, knowledge articles, and technical documentation.
- Monitor adoption indicators such as registration, application completion, processing times and user support trends.
- Recommend remedial interventions for municipalities with low adoption or process bottlenecks.
- Knowledge and skills transfer shall be continuous and measurable throughout implementation and the support period and shall include technical administration, configuration, architecture, API and integration management, source-code/repository administration, security, monitoring, troubleshooting and operational support.
- Completion of the knowledge-transfer programme shall be subject to formal DSBD verification and sign-off.

8.20 Deployment, Hypercare, Operations and Handover

- Deploy development, test, pre-production and production to approved environments.
- Establish monitoring, backup, support, and operational processes.
- Provide at least six months of post-go-live warranty/hypercare.
- Transfer source code/configuration, repositories, API specifications, deployment scripts, runbooks, architecture, and operational knowledge to DSBD.

9. REQUIRED FUNCTIONAL MODULES

The following modules are minimum requirements. Bidders shall state whether each requirement is available as standard functionality, configurable functionality, custom development, third-party functionality, or not available. Any license, subscription, or third-party cost required to meet a requirement must be clearly disclosed.

Module	Minimum requirements
User & Identity Management	Registration, authentication, SSO, MFA, RBAC, profiles, delegated administration and access lifecycle.
MSME Registration & Profiling	Formal/informal/MSME/cooperative registration, profiling, verification, documents, tracking and notifications.
Licensing & Permits	Applications, renewals, amendments, approvals, digital certificates, validation and expiry management.
Compliance & Regulatory	Assessments, inspections, enforcement, findings, corrective actions and audit management.
Inspection Management	Planning, mobile inspection, checklists, evidence capture, location and reports.
Service Catalogue	Searchable services, eligibility, requirements, forms, fees, TAT, owner, workflow and escalation.
Workflow/BPM	Configurable rules, routing, approvals, escalation, SLA monitoring and notifications.
Case Management	Case creation, assignment, tracking, collaboration, escalation, history and closure.
Document/Records Management	Submission, storage, versioning, signatures where applicable, retrieval, retention and audit.
Enterprise Data Management	MDM, validation, deduplication, metadata, reference data, quality and stewardship.
Integration/API Management	API Gateway, API catalogue/lifecycle, REST, orchestration, synchronisation and event-driven integration.
Notifications	Email, SMS and in-platform notifications, reminders, alerts and escalations.
Payments	Payment initiation, status, receipts, statements, payment references reconciliation, refund exceptions or exemptions and audit.
Business Support	Referrals, funding applications, incubation, mentoring, training and advisory services.
MSMEs Marketplace and Market Access	Directories, procurement opportunities, market linkages and approved platform integrations.
Search & Verification	Business search, status, license validation and public verification where authorised.

GIS	Business location, boundaries, mapping and spatial reporting.
Analytics/BI	Operational, management, executive dashboards, KPI, trend, ad hoc and GIS reporting.
Administration	Configuration, business rules, lookups, workflows, users, service metadata and settings.
Audit/Monitoring	User activity, transaction, application, infrastructure, performance and security logging.
Mobile/Field	Mobile access, offline field capture, synchronisation and GPS where required.
Operational Support	Service desk integration, incident/problem/change, backup, DR and operational reporting.
National Shared Incubation Ecosystem platform	A shared digital capability to manage and exchange information on incubators and incubatees, enabling coordinated monitoring of incubation support and performance.

10. NON-FUNCTIONAL, TECHNICAL, AND HOSTING REQUIREMENTS

The bidder shall provide the following:

Area	Minimum mandatory requirement
Architecture	Cloud-enabled, modular, API-first, scalable and maintainable; microservices/service-oriented patterns where justified by the approved architecture.
Hosting	The OSS shall be deployed into a government-approved hosting environment provided, procured or controlled by DSBD. The final environment may include a SITA-managed, government-approved cloud or approved hybrid arrangement, subject to architecture, security, privacy, affordability and ICT-governance approval. The bidder shall specify all infrastructure and capacity requirements but shall not assume ownership or independent control of the production environment or DSBD data
Availability	Minimum 99.9% production availability, excluding agreed maintenance windows.

Performance	The solution shall support a minimum baseline of 100,000 registered users and 500 concurrent users, with scalability to at least 1,000 concurrent users during peak periods. Standard transactions shall achieve an average response time of less than three (3) seconds under normal load. Bidders shall state the infrastructure required to achieve these performance levels and disclose the maximum tested capacity and scalability of the proposed solution. Response times attributable to external third-party systems shall be measured separately. Compliance with these requirements shall be demonstrated through performance and load testing prior to production deployment
Scalability	Horizontal/vertical scaling for users, transactions, data and services.
DR	RTO ≤4 hours and RPO ≤30 minutes, subject to final approved BIA/architecture.
Backup	Automated backups, point-in-time recovery, encrypted backup storage and periodic restoration testing.
Security	Zero Trust principles, POPIA, MISS, encryption, vulnerability management, secure configuration and monitoring.
IAM	RBAC, MFA, SSO and integration with approved identity services.
Interoperability	REST APIs, API Gateway and approved messaging/integration standards including JSON/XML where required.
Database	Enterprise-grade relational database with HA, encryption, auditing, replication and maintenance.
Observability	Centralised logging, monitoring, alerting, dashboards and traceability across application/integration/infrastructure layers.
Accessibility	WCAG-aligned accessible experience, responsive/mobile design and plain language.
Mobile	Responsive/native capability as appropriate; offline capability for approved field use cases.

DevSecOps	CI/CD, infrastructure-as-code where appropriate, SSDLC, automated testing and controlled releases.
Records	Electronic records management, retention and disposal aligned to approved policy.
Support	24x7 monitoring, defined SLAs, incident/problem/change management and proactive maintenance.
Extensibility and Future Services	The solution shall be modular, scalable and extensible to enable the onboarding of additional business services and ecosystem capabilities through subsequent implementation waves without requiring significant re-engineering of the core platform

11. INTEGRATION AND API REQUIREMENTS

The solution should treat integration as a strategic enterprise capability. The bidder shall not rely on uncontrolled point-to-point integrations where a reusable integration service/API management capability is appropriate.

- API Gateway and API Management capability.
- API catalogue and developer/integration documentation.
- API lifecycle: design, publish, secure, version, monitor, deprecate and retire.
- Authentication and authorisation, including OAuth 2.0/OpenID Connect or approved alternatives where applicable.
- Rate limiting, throttling, quotas and abuse protection.
- Schema validation and data transformation.
- Retry, replay, idempotency and exception handling.
- Asynchronous/event-driven integration where appropriate.
- Batch and file integration for approved legacy dependencies.
- Centralised API/integration monitoring and analytics.
- Audit logging and end-to-end transaction traceability.
- Mock/stub interfaces for third-party dependencies where production endpoints are unavailable during testing.
- Integration test harness and evidence.
- Service-level monitoring and dependency reporting.

Priority integrations shall be confirmed during inception. Potential integrations identified in the source documents include CIPC, SARS, DHA, UIF, municipalities, SEDFA as applicable, CoGTA, SALGA, CSD/eTender and other approved government/partner systems. Production integration remains subject to data-sharing agreements, credentials, security approvals, technical readiness and source-system availability.

12. DATA MANAGEMENT, MDM AND GOVERNANCE

- Maintain a unique master business/MSME record and support matching, merging and duplicate resolution.
- Define source-of-truth rules and authoritative data ownership for each data domain.
- Support master/reference data management.
- Implement data validation and data-quality rules.
- Provide data stewardship functions for correction, approval, monitoring and exceptions.
- Maintain metadata and data lineage.
- Record creation, updates, approvals, sharing, migration and deletion in auditable logs.
- Support lawful retention, archival and disposal.
- Support controlled data sharing based on approved legal, policy and security arrangements.
- Provide data-quality dashboards and exception reporting.

13. CYBERSECURITY, PRIVACY AND INFORMATION SECURITY

- Comply with POPIA and all applicable South African legislation, regulations, government security standards and Department policies.
- Security and privacy by design across all components.
- Least privilege, implement RBAC and segregation of duties.
- Strong authentication and MFA.
- Encryption in transit and at rest using approved standards.
- Secure software development lifecycle and code security practices.
- SAST/DAST/dependency/security testing as appropriate.
- Vulnerability scanning and remediation.
- Independent or suitably qualified penetration testing.
- API security testing.
- Centralised audit/security logging and monitoring.

- Incident detection, response and escalation.
- Security configuration baselines.
- Privacy notices, lawful processing records and consent where applicable.
- Data-subject request support where applicable.
- Security testing and remediation evidence before go-live.

The Service Provider shall not store, mirror, transfer or process DSBD/OSS data outside approved environments or outside South Africa without prior written DSBD approval and compliance with applicable law and government requirements.

14. GOVERNANCE, ACCOUNTABILITY AND STAKEHOLDER MANAGEMENT

The Service Provider shall report to the designated DSBD Project Owner and Project Management Team. Strategic oversight shall be provided through the approved Project Steering Committee, with escalation to ICT Steering Committee, MANCO and EXCO as applicable.

Role	Core accountability
DSBD Project Owner	Business ownership, scope, outcomes and executive decisions.
GITO / Technical Owner	Technical governance, architecture, ICT standards, integration, security and operational readiness.
Business Product/Service Owners	Service requirements, process ownership, business rules and UAT sign-off.
Data Owners	Authoritative data ownership, lawful sharing and data-quality decisions.
Data Stewards	Operational data quality, exceptions and stewardship workflows.
Project Manager / PMT	Day-to-day delivery, schedule, risks, issues, dependencies and reporting.
Project Steering Committee	Strategic oversight, milestone approvals, escalations and change control.
ICT Steering Committee	Technical governance and ICT assurance.
Participating Institutions/Municipalities	Service ownership, business rules, data, interfaces, approvals and operational participation.
Service Provider	End-to-end delivery, quality, technical solution, integration, security, documentation and support.

The bidder shall maintain a stakeholder engagement plan, decision log, risk/issue/dependency register, change register and action tracker.

15. DELIVERABLES AND QUALITY GATES

No.	Deliverable	Minimum content	Quality gate
1	Inception Report	Methodology, governance, workplan, stakeholders, risks, dependencies, resource plan.	Approved before detailed analysis.
2	Requirements & Process Pack	Functional/non-functional requirements, AS-IS/TO-BE maps, service catalogue, MVP and RTM.	Approved requirements baseline.
3	Enterprise/Solution Architecture	Business, application, data, integration, security, technology, hosting, DR, transition.	Architecture approval before build.
4	Design & Prototype Pack	UX/UI, wireframes, forms, data model, workflows, prototypes.	Business/technical design approval.
5	Functional Requirements Specification	Detailed testable requirements mapped to URS/ToR.	Approved FRS.
6	Integration/API Pack	Integration catalogue, API specs, mappings, security, test strategy and dependency register.	Integration readiness approval.
7	Data Migration Pack	Inventory, mappings, cleansing, migration, reconciliation, exception and rollback plan.	Migration readiness approval.
8	Developed OSS MVP/Core	Configured/developed modules and priority services.	Development completion review.

9	Testing & Security Pack	Test plans/results, defects, security, performance, accessibility and remediation evidence.	Test exit approval.
10	Pilot & Deployment Report	Pilot results, feedback, defects, readiness and go-live recommendation.	Go-live approval.
11	Training & Change Pack	Training, manuals, SOPs, knowledge transfer and adoption report.	Readiness approval.
12	Operational Readiness Pack	Monitoring, support, SLAs, DR, backup, runbooks, escalation and service model.	Operational acceptance.
13	Handover & Closure Pack	Source/configuration, repositories, documentation, scripts, credentials transfer plan, runbooks, lessons learned.	Final acceptance.

16. IMPLEMENTATION APPROACH AND TIMELINE

The appointed service provider shall develop, test, and deploy the approved MVP by 31 March 2027. The bidder shall submit a detailed implementation and recovery plan demonstrating how this mandatory date will be achieved. Any dependency affecting the target date shall be explicitly identified.

Phase	Indicative activities	Target
1 Inception & Analysis	Requirements, service catalogue, processes, governance, architecture initiation.	End of week 2
2 Development & Configuration	Core modules, workflows, portal, integrations.	End of week 6

3 Implementation Preparation	Environments, migration preparation, integration readiness, rollout planning.	End of week 8
4 Testing, Training & UAT	Testing, security assurance, migration validation, training and acceptance.	End of week 10
5 Deployment & Hypercare	Production deployment, go-live, stabilisation and hypercare.	End of week 12

The detailed baseline shall be established after appointment and shall include critical path, dependencies, milestones, tolerances, resource allocation, acceptance gates and recovery actions.

17. MVP AND PHASED SERVICE ONBOARDING

17.1 Minimum Viable Product

The MVP constitutes the mandatory initial implementation baseline and shall include the minimum functional and technical requirements specified in paragraphs 9 and 10 of these TORs that are required to deliver an operational end-to-end Online One-Stop Shop.. At a minimum, the MVP shall include the following core capabilities:

- User registration, identity and access management;
- MSME and cooperative registration and profiling;
- Licensing and permit application and lifecycle management;
- Compliance and regulatory service functionality, where applicable to approved MVP services;
- Service catalogue functionality;
- Configurable workflow and case management;
- Document and records management;
- Notifications and application-status tracking;
- Payment functionality, where applicable;
- Integration and API management for approved priority integrations;
- Enterprise data and Master Data Management, including validation, matching and deduplication;
- Business support functionality, including approved funding, incubation, mentoring, training and advisory pathways or referrals;

- Business, application and licence search and verification, where authorised;
- Operational, management and executive reporting and dashboards;
- Administration and configuration of forms, rules, workflows, roles and service settings;
- Cybersecurity, privacy, audit and operational monitoring controls;
- Mobile-responsive and accessible user services;
- Operational support, backup and disaster-recovery capability;
- Shared Incubation Ecosystem Platform; and
- a scalable and extensible architecture capable of supporting subsequent service and institutional onboarding without material re-engineering.

The MVP shall comply with the applicable minimum non-functional, technical, hosting, security, performance, availability, interoperability, backup, disaster-recovery, accessibility and operational-support requirements specified in paragraph 10.

Advanced or institution-specific capabilities, including additional inspections, extended GIS functionality, additional market-access functionality, offline field capabilities and additional institutional integrations, may be progressively activated through subsequent implementation waves where they do not form part of an approved MVP service

Bidders must include the complete MVP requirements in their technical proposal, implementation plan and base price.

17.2 Phased Service Onboarding

Following formal acceptance of the MVP, the Online One-Stop Shop shall be progressively expanded through approved implementation waves. Subsequent onboarding may include:

- additional municipalities, government departments, public entities and other participating institutions;
- institution-specific services and service journeys configured using the core capabilities established under the MVP;
- additional institutional integrations and data-exchange arrangements;
- institution-specific data migration, configuration, user and access requirements; and
- specialised capabilities, such as extended GIS, inspection, field and offline functionality, where required by subsequently onboarded institutions or services.

Each subsequent onboarding wave shall be subject to confirmed institutional and technical readiness, an approved scope and implementation plan, applicable data-sharing and integration arrangements, agreed pricing and confirmation of budget availability.

17.3 Pricing and scope distinction

Bidders must clearly distinguish between the cost of delivering the MVP and the costs associated with subsequent phased onboarding. Where applicable, separate unit rates must be provided for additional municipalities, institutions, integrations, training and other variable onboarding requirements.

18 DATA MIGRATION AND TRANSITION

- Conduct source-system and dataset inventory.
- Profile data quality, completeness, duplication and consistency.
- Define source-to-target mappings and transformation rules.
- Define cleansing and deduplication rules.
- Agree migration quality thresholds.
- Perform trial migrations and reconciliation.
- Produce exception reports and obtain business owner resolution.
- Perform controlled production migration.
- Validate record counts, key fields, relationships and business outcomes.
- Maintain rollback and recovery procedures.
- Obtain formal migration sign-off.

19 TESTING, ACCEPTANCE AND REQUIREMENTS TRACEABILITY

The Service Provider shall maintain a Requirements Traceability Matrix linking each approved requirement to design, build/configuration, test case, test evidence and acceptance sign-off.

Requirement class	Minimum acceptance evidence
Business/Functional	End-to-end demonstration, approved test scripts and UAT sign-off.
Workflow	Configured workflow, routing, escalation and approval demonstration.

Integration/API	API specification, successful SIT, error handling, audit and monitoring evidence.
Data/MDM	Data-quality tests, duplicate resolution, lineage and stewardship evidence.
Security	Security architecture, access matrix, vulnerability/penetration results and remediation evidence.
Performance	Load/performance results demonstrating agreed targets.
Availability/DR	Monitoring evidence and successful DR/recovery test.
Migration	Reconciliation, exception report and business sign-off.
Reporting	Dashboard demonstration, report catalogue and reconciled sample reports.
Operational readiness	Runbooks, monitoring, support model, SLA, training and handover evidence.

Each deliverable or contractual milestone shall be accepted only upon submission and verification of the prescribed acceptance evidence and written sign-off by the authorised DSBD official or governance structure. Acceptance criteria shall be objective, measurable and traceable through the Requirements Traceability Matrix. In addition to module-level acceptance, the solution shall pass approved end-to-end business journey tests for every MVP service. Each journey shall demonstrate, as applicable: user authentication; MSME profile creation or verification; reuse of authoritative information; application and document submission; payment; workflow routing; institutional processing and decision; status tracking; notifications; audit trail; exception handling; reporting; and operational support. Deployment of technical components without successful end-to-end journey acceptance shall not constitute completion.

20 MANDATORY TECHNICAL ACCEPTANCE BASELINE

ID	Mandatory requirement	Evidence
NFR-001	Minimum 99.9% production availability.	Monitoring/SLA evidence.
NFR-002	RTO ≤4 hours and RPO ≤30 minutes.	DR design and test evidence.
NFR-003	Average standard transaction response time <3 seconds under agreed normal load.	Performance/load test.

SEC-001	RBAC, least privilege, strong authentication, SoD, encryption in transit/at rest.	Security design/test evidence.
INT-001	Secure API-based integration with approved systems subject to dependencies.	API specs, SIT and audit evidence.
DAT-001	Unique master business record with validation/deduplication/matching/merging .	Data-quality and stewardship evidence.
FUN-001	Digital self-service for registration, document submission, tracking and notifications.	UAT evidence.
FUN-002	Configurable workflow, approvals, escalation, case and SLA monitoring.	Workflow demonstration.
REP-001	Operational, management and executive dashboards.	Dashboard and report validation.

21 ASSUMPTIONS, DEPENDENCIES AND CONSTRAINTS

- Approved governance structures and business owners will be available for decisions and sign-offs.
- Priority institutions will provide approved interfaces, credentials, data dictionaries and test access where available.
- Data-sharing agreements and security/privacy approvals are prerequisites for production data exchange.
- Municipal onboarding depends on institutional readiness, service ownership and approved processes.
- Where third-party production APIs are unavailable, the bidder shall use approved mocks/stubs for development and testing and complete production integration once dependencies are resolved.
- Partner dependencies shall not excuse work that is within the Service Provider's control, including architecture, API adapters, mock interfaces, test harnesses, documentation and readiness activities.
- Changes to legislation, municipal by-laws or institutional mandates are outside the supplier's authority; the platform shall nevertheless be configurable to support approved changes.
- All assumptions and dependencies shall be recorded, owned and actively managed.

22 OUT OF SCOPE

- Replacement of authoritative systems owned by participating institutions unless explicitly included in an approved change.
- Changes to legislation, municipal by-laws or institutional mandates.
- Development of unrelated departmental systems.
- Unauthorised changes to third-party systems.
- Services not included in the approved MVP/wave baseline unless approved through change control.
- Transfer of statutory data ownership from authoritative institutions to DSBD.
- Third-party costs not disclosed and approved in the commercial baseline.

23 PRICING AND THREE-YEAR TOTAL COST OF OWNERSHIP

Cost component	Bidder to provide
Inception, BA, process mapping and architecture	Once-off
Functional requirements and design	Once-off
Core OSS platform	Once-off / license split
Integration/API Gateway	Once-off + recurring
Priority integrations/connectors	Per integration
Data migration/MDM	Once-off
Security/testing/assurance	Once-off + recurring where applicable
Hosting/infrastructure	Annual recurring
Licenses/subscriptions	Annual recurring
Payments/communications/third-party services	Usage and/or recurring
Training/change management	Once-off
Deployment/hypercare/warranty	Once-off
Onboarding of municipalities	Rate per municipality
Support and maintenance	Annual recurring

Enhancements	Rate card / optional
DR/BC and backup	Annual recurring
Three-year TCO	Mandatory consolidated view

All assumptions, exclusions, escalation mechanisms, third-party dependencies and optional costs shall be clearly identified. No undisclosed recurring license, hosting, API, support or proprietary dependency shall be accepted.

The 36-month maintenance and support period constitutes the contracted support obligation under this procurement and is distinct from the three-year Total Cost of Ownership (TCO) horizon. The three-year TCO is required for financial planning and affordability assessment, and bidders shall disclose all once-off and recurring costs associated with owning and operating the solution over three years, including hosting, licenses, subscriptions, infrastructure, support, enhancements and other applicable recurring costs. The three-year TCO does not extend the contracted support period or affect DSBD's ownership of the solution.

For purposes of bid evaluation only, bidders shall price against the municipal onboarding quantities specified in the Pricing Schedule. Actual rollout shall be undertaken against municipalities designated by DSBD, subject to readiness assessment, approved onboarding orders and available funding.

24 SERVICE LEVELS, WARRANTY AND SUPPORT

Severity	Example	Bidder to propose
P1 Critical	National service unavailable, critical security event or major data integrity issue.	24x7 response, immediate escalation and restoration target.
P2 High	Major function unavailable with significant business impact.	Defined response/workaround/restoration.
P3 Medium	Limited functional degradation or non-critical defect.	Business-hours response/resolution.
P4 Low	Minor defects, cosmetic issue or request for information.	Standard service response.

The successful bidder shall provide a minimum six-month post-go-live defect liability/warranty period. Defects, bugs, vulnerabilities and performance issues attributable to the solution shall be corrected at no additional cost during the warranty period. During the 36-month support period, the Service Provider shall progressively transfer operational and technical capability to designated DSBD officials.

25 PROPERTY, SOURCE CODE, DATA AND HANDOVER

The bidder shall provide a complete Vendor Dependency and Portability Schedule identifying proprietary components, third-party intellectual property, license and subscription dependencies, consumption-based charges, cloud dependencies, restricted source code, proprietary data formats, specialist skills, renewal conditions, termination implications, data extraction mechanisms, replacement-provider access and estimated exit costs. No component shall be treated as fully transferable unless DSBD will have the legal rights, technical artefacts and practical capability required to operate, maintain, modify and transition it.

All custom-developed and project-specific intellectual property, source code, configurations, workflows, database structures, data models, APIs, scripts, reports, documentation and related artefacts produced under this assignment shall vest in DSBD upon creation and payment for the applicable accepted deliverable.

- Complete source code and configuration handover.
- Repository access and history.
- Build and deployment scripts.
- Infrastructure-as-code where used.
- API specifications and integration mappings.
- Database/data model documentation.
- Architecture and security documentation.
- Operational runbooks.
- Monitoring and alerting configurations.
- Credentials/secrets transfer plan using secure approved mechanisms.
- Data export/portability capability.
- Exit and transition assistance.
- No hidden proprietary dependency or undisclosed recurring license obligation.

26 ISSUE, DEPENDENCY AND CHANGE MANAGEMENT

- Maintain a live RAID register and decision log.
- Identify technical, integration, data, security, legal, operational, stakeholder and schedule risks.
- Escalate critical risks promptly.
- Maintain mitigation/contingency actions and owners.
- All scope changes shall be subject to formal change control and impact assessment.
- Changes affecting cost, time, architecture, security, data or acceptance criteria require appropriate governance approval.
- Subcontracting requires prior written DSBD approval.

27 CONFIDENTIALITY, DATA LOCATION AND INFORMATION HANDLING

The Service Provider shall treat all DSBD, MSME, government and personal information as confidential and shall comply with approved information security, privacy, records management and data-location requirements. Project personnel shall sign confidentiality undertakings. Data shall not be disclosed, transferred, mirrored or stored outside approved environments or South Africa without prior written approval and compliance with applicable law.

28 EXIT, TRANSITION AND BUSINESS CONTINUITY

- Provide an exit and transition plan at least six months before contract expiry or earlier where requested.
- Provide complete data export in agreed open/standard formats.
- Provide complete technical and operational documentation.
- Transfer source/configuration and operational knowledge.
- Support transition to DSBD, SITA or a successor provider.
- Maintain service continuity during transition.
- Provide reasonable transition assistance and handover support.
- The exit and transition process shall ensure that expiry or termination of the 36-month support period does not result in operational dependency on the incumbent Service Provider.
- All information, documentation, credentials, repositories, configuration artefacts, data, technical knowledge and other items necessary for DSBD or a successor provider to operate and support the solution shall be transferred before completion of the contract.

29 REPORTING REQUIREMENTS

Report	Minimum content	Frequency
Monthly Progress Report	Progress, milestones, risks, issues, dependencies, decisions, budget, benefits, next plan.	Monthly
Project Review	Progress, blockers, decisions, change requests and readiness.	Monthly/as agreed
Milestone Review	Deliverable quality, acceptance evidence, risks and next-phase readiness.	Each milestone
Steering Committee Report	Strategic risks, intergovernmental dependencies, benefits and decisions.	Monthly/as required
Security Report	Vulnerabilities, incidents, testing, remediation and security posture.	Monthly/as required
Integration Report	API availability, failures, dependencies, partner readiness and test status.	Monthly
Data Quality Report	Completeness, duplicates, exceptions, reconciliation and stewardship.	Monthly during migration/operations
Close-out Report	Final deliverables, lessons learned, warranty, handover and benefits baseline.	Closure

30 EXPECTED OUTCOMES AND BENEFITS

- Reduced administrative burden and repeated data/document submission for MSMEs.
- Improved access to government business services through a single digital entry point.
- Reduced service turnaround times and improved visibility of application status.
- Improved interoperability across government institutions and municipalities.

- Trusted and higher-quality MSME information with improved duplicate detection and data stewardship.
- Improved regulatory oversight and compliance monitoring.
- Improved identification of support beneficiaries and reduced risk of duplicate support.
- Improved executive and policy decision-making through timely analytics.
- Improved transparency, auditability and accountability.
- Scalable digital foundation for future MSME and government services.

31 FINAL ACCEPTANCE AND GO-LIVE CRITERIA

- All Mandatory requirements have been demonstrated and passed.
- UAT has been completed and signed off by authorised business owners.
- All Critical and High defects have been resolved or formally accepted through approved governance.
- Priority integrations have passed agreed integration/security tests or have approved dependency exceptions with interim controls.
- Data migration has been reconciled and signed off.
- Security testing and remediation have been completed.
- Performance and availability tests have passed agreed targets.
- DR/backup/recovery tests have been completed.
- Operational monitoring, support and SLA arrangements are active.
- Training and knowledge transfer have been completed.
- All required documentation, source/configuration and operational artefacts have been handed over.
- Go-live readiness has been approved by the prescribed governance structures.

32 ACCEPTANCE AND PAYMENT

No invoice shall become payable solely because a component has been deployed. Each payment milestone shall be linked to a defined deliverable, prescribed acceptance evidence, completion of the applicable quality gate and written sign-off by the authorised DSBD official. Where a deliverable is partially completed or conditionally accepted, payment shall be governed by the approved contract and milestone schedule

33 RISK MANAGEMENT AND CONFLICT OF INTEREST

The service provider must maintain a live risk, issue, dependency and decision log throughout the project. Any actual or potential conflict of interest must be disclosed immediately. Subcontracting may not occur without prior written approval by DSBD. Non-performance, breach of confidentiality, POPIA violations, security breaches, material misrepresentation or failure to meet contractual milestones may result in remedies, penalties, termination and any further action available to DSBD under applicable law and the contract.

34 COMPULSORY BREIFING SESSION

34.1 Is the briefing session applicable? **YES**

34.2 Is it a compulsory briefing session YES

34.3 The compulsory briefing session will be held as follows:

34.4 Date: 3 December 2026

34.5 Time: 10:00AM-12:00PM

34.6 Platform/ Venue: Online Platform: Microsoft Teams

34.7 Requests for clarification of the tender document, questions, or queries, if necessary, must be submitted to the DSBD representative as listed under technical enquiries at least seven (07) calendar days before the stipulated closing date and time of the tender in writing. However, DSBD shall not be liable nor assume liability for failure to respond to any questions and/or queries raised by the bidder.

35 EVALUATION METHODOLOGY/CRITERIA

The bid shall be evaluated through three phases. Evaluation shall be based only on information and evidence submitted by the closing date, except for clarifications lawfully permitted by Supply Chain Management that do not allow a bidder to improve or materially alter its bid.

35.1 PHASE 1: PRELIMINARY AND ADMINISTRATIVE COMPLIANCE

a) The service provider must submit quotation together with the proposals.

b) SCM will conduct and confirm compliance and completeness of documents, i.e., Registration on Central Supplier Database, Tax compliance, complete SBD forms (SBD 4 and SBD 6.1).

c) DSBD may request clarification or further information regarding any aspect of the bid, e.g., update of the Tax Compliance status where a bidder is non-tax compliant at the closure of the tender or incomplete).

d) Only those proposals whose compliance is in order will move to Phase 2.

35.2 PHASE 2: FUNCTIONALITY EVALUATION

The second phase will be the evaluation to determine the capability of the service provider to deliver on the specified requirements. The following key score shall be applied for the evaluation of functionality. Only service providers that score 70 points and above on functionality will go through to Phase 3.

MEASUREMENT MATRIX FOR PROPOSAL

Points	Descriptor	Interpretation
0	Non-responsive	No submission, no relevant evidence, or the response does not address the requirement.
1	Poor	Significantly below the requirement; major gaps, unsupported claims or an approach unlikely to deliver the required outcome.
2	Below average	Partially addresses the requirement but contains material gaps, weak evidence or significant delivery risk.
3	Good / satisfactory	Meets the requirement with adequate, relevant and verifiable evidence and a feasible approach.
4	Very good	Fully meets the requirement with strong evidence, clear integration, low delivery risk and detail above the minimum.
5	Excellent	Comprehensively exceeds the requirement with highly relevant, verifiable evidence, demonstrated capability and clear added value.

Phase 2 shall comprise two sub-phases and shall be evaluated out of **100 points**:

- **Phase 2A: Written Functionality Evaluation, 90 points.** Bidders shall be evaluated on the submitted technical proposal and supporting evidence. Bidders must achieve a minimum of 65 out of 90 points to proceed to Phase 2B.
- **Phase 2B: Standardised Proof-of-Capability Demonstration, 10 points.** Qualifying bidders shall be required to achieve a minimum score of 5 out of 10 points in this Phase 2B

to configure and demonstrate the proposed solution against standardised use cases and evaluation scenarios prescribed by DSBD. Failure to obtain or achieve 5 points in Phase 2B threshold will result in a bidder being eliminated and not proceeding to Phase 3, regardless of the bidder's score in Phase 2A or its combined Phase 2 score.

Phase 2B forms an integral part of the Phase 2 functionality evaluation and does not constitute a separate evaluation phase. Scores obtained under Phase 2A and Phase 2B shall be combined, and bidders must achieve a minimum overall functionality score of 70 out of 100 points to proceed to Phase 3: Price and Specific Goals.

FUNCTIONALITY EVALUATION

Criterion	Evaluation area	Maximum points
35.2.1	Bidder profile and relevant completed assignments	10
35.2.2	Contactable references	10
35.2.3	Organisational certifications and delivery assurance	10
35.2.4	Capacity to deliver: Key personnel and multidisciplinary team	20
35.2.5	Technical solution compliance and architecture	20
35.2.6	Methodology, implementation, rollout and support plan	20
35.2.7	Standardised proof-of-capability demonstration	10
	TOTAL FUNCTIONALITY	**100**

DETAILED FUNCTIONALITY CRITERIA

35.2.1 BIDDER PROFILE AND RELEVANT COMPLETED ASSIGNMENTS: 10 POINTS

The bidder shall provide an organisational profile and high-level summaries of completed assignments delivered during the five years preceding the bid closing date. Relevant assignments include enterprise digital platforms, Online One-Stop Shop, business registration, licensing or permit systems, case/workflow management, government digital services, multi-institutional integration, municipal platforms or other substantially comparable solutions. Each assignment must identify the client, scope, implementation period, bidder role, users or institutions served, technology/platform, integrations, delivery status and measurable outputs. Evidence must include a signed completion letter, acceptance certificate, purchase order plus completion evidence, or client-issued proof.

Points	Objective scoring band
5	Four or more completed comparable assignments, including at least two public-sector or multi-institutional platforms, with comprehensive verifiable evidence and demonstrated on-time acceptance.
4	Three completed comparable assignments, including at least one public-sector or multi-institutional platform, with strong verifiable evidence.
3	Two completed comparable assignments with adequate evidence and clear relevance to the OSS scope.
2	One completed comparable assignment, or multiple assignments with material gaps in relevance or evidence.
1	Limited organisational experience; evidence is weak, generic or not clearly attributable to the bidder or performing consortium member.
0	No relevant completed assignment or no acceptable supporting evidence.

35.2.2 CONTACTABLE REFERENCES: 10 POINTS

References must be linked to assignments submitted under criterion 34.2.1. Each reference must be signed and dated, issued on the client's official letterhead, identify the project and services performed, state the completion or operational status, and provide the name, designation, telephone number and email address of an authorised client contact. DSBD reserves the right to verify references

Points	Objective scoring band
5	Four or more valid, relevant and contactable references for completed comparable assignments.
4	Three valid, relevant and contactable references.
3	Two valid, relevant and contactable references.
2	One valid and relevant contactable reference.
1	Reference evidence submitted but materially incomplete, not linked to a listed assignment or not verifiable.
0	No acceptable contactable reference.

35.2.3 ORGANISATIONAL CERTIFICATIONS AND DELIVERY ASSURANCE: 10 POINTS

The bidder shall be assessed on the following certifications issued by an accredited certification body:

Item:	Evidence
Quality management	Valid ISO 9001 certificate
Information security	Valid ISO/IEC 27001 certificate
Software delivery maturity	Valid CMMI Level 3

Points	Evidence required
0	No valid evidence demonstrating quality management, information security or software delivery/process maturity.
1	Valid evidence for one of the following: ISO 9001, or ISO/IEC 27001 or equivalent; or CMMI Level 3
2	Valid or accepted equivalent evidence covering two of the three assurance areas: ISO 9001, or ISO/IEC 27001 or equivalent; or CMMI Level 3
3	Evidence covering: (i) quality management; (ii) information security; and (iii) software delivery/process maturity (quality management through ISO 9001; information security through ISO/IEC 27001 and software delivery maturity through CMMI Level 3
4	Valid certification/equivalent evidence across all three areas, demonstrating clear relevance to the proposed delivery model (quality management through ISO 9001, information security through ISO/IEC 27001; and software delivery maturity through CMMI Level 3 or above
5	Valid evidence demonstrating quality management through ISO 9001; information security through ISO/IEC 27001; and software delivery maturity through CMMI Level 3 or above, ISO/IEC 20000-1, ISO/IEC 12207-aligned process assurance.

35.2.4 CAPACITY TO DELIVER: KEY PERSONNNEL AND MULTIDISCIPLINARY TEAM: 20 POINTS

The bidder shall propose a suitably qualified Project Leader and a multidisciplinary Project Task Team with the qualifications, skills and relevant experience necessary to successfully deliver the National Online One-Stop Shop.

The ToR requires bidders to identify the Project Leader and task team members, with their roles and responsibilities clearly specified, and requires evidence of capacity to deliver within the contractual period.

35.2.4.1 PROJECT LEADER- QUALIFICATIONS: 5 POINTS

Points	Evaluation criterion
5	Master's degree or higher in Information Technology, Computer Science, Information Systems, or Engineering or any qualification directly related to the ICT field
4	Honours/Postgraduate degree in Information Technology, Computer Science, Information Systems, or Engineering or any qualification directly related to the ICT field
3	Bachelor's degree in Information Technology, Computer Science, Information Systems, or Engineering or any qualification directly related to the ICT field
2	Relevant National Diploma or equivalent recognised qualification.
1	Relevant Higher Certificate or equivalent qualification below National Diploma level.
0	No relevant qualification submitted, or no verifiable evidence of the qualification provided.

35.2.4.2 PROJECT LEADER- RELEVANT EXPERIENCE: 5 POINTS

The Project Leader should demonstrate experience in leading complex enterprise or public-sector digital programmes, preferably involving digital service platforms, systems integration, business process digitisation, multi-stakeholder environments and/or comparable ICT transformation programmes.

Points	Evaluation criterion
5	10 years or more relevant ICT/digital programme delivery experience, including substantial experience leading complex enterprise or public-sector digital programmes.
4	8 to less than 10 years relevant ICT/digital programme delivery experience, including experience leading complex digital programmes/projects.
3	6 to less than 8 years relevant ICT/digital programme/project delivery experience.

2	4 to less than 6 years relevant ICT/digital programme/project delivery experience.
1	Less than 4 years relevant ICT/digital programme/project delivery experience.
0	No relevant experience demonstrated or no verifiable evidence submitted.

35.2.4.3 PROJECT TASK TEAM- QUALIFICATIONS: 5 POINTS

The bidder shall propose a multidisciplinary Project Task Team not fewer than five key team members excluding Project leader capable of collectively covering the technical disciplines required for successful delivery of an Online One-Stop Shop. All proposed key team members must possess, at a minimum, a relevant bachelor's degree or equivalent recognised qualification in Information Technology, Computer Science, Information Systems, Software Engineering, Engineering, Business Analysis, Business, Cybersecurity, Data Science, UX/UI Design, Change Management or any relevant field aligned to the member's proposed role. Relevant postgraduate qualifications and/or recognised professional certifications applicable to the respective roles will be considered in the assessment. Qualifications must be supported by appropriate documentary evidence or SAQA verification, where applicable.

Points	Evaluation criterion
5	All proposed key team members hold relevant qualification at NQF level 9 or higher qualifications or recognised professional qualifications appropriate to their designated specialist roles, and all required technical disciplines are covered.
4	At least 80% of the proposed key team members hold relevant honours degree or higher qualifications or recognised professional qualifications appropriate to their designated roles, and all required technical disciplines are adequately covered.
3	At least 60% of the proposed key team members hold relevant degree-level or higher qualifications or recognised professional qualifications appropriate to their designated roles, with the remaining members holding relevant diplomas/equivalent qualifications, and the essential technical disciplines are covered.
2	At least 40% of the proposed key team members hold relevant degree-level or higher qualifications, but there are identifiable gaps in the qualification level and/or coverage of required technical disciplines.
1	Fewer than 40% of the proposed key team members demonstrate the required qualification level and/or there are substantial gaps in coverage of the required technical disciplines.

0	No suitably qualified Project Task Team is demonstrated, or adequate qualification evidence is not submitted.

35.2.4.4 PROJECT TASK TEAM- RELEVANT EXPERIENCE: 5 POINTS

The bidder must demonstrate that the proposed multidisciplinary team comprising not fewer than five members collectively possesses relevant and demonstrable experience enterprise/solution architecture, business analysis, software development and configuration, UX/UI design, systems integration and APIs, cybersecurity, data architecture and migration, quality assurance and testing, and change management and training, with experience in the design, development, implementation, integration, rollout and support of similar enterprise digital solutions.

Points	Evaluation criterion
5	All proposed key team members demonstrate 5 years or more of relevant experience in their allocated roles, and all required multidisciplinary technical disciplines are adequately covered.
4	At least 80% of the proposed key team members demonstrate 5 years or more of relevant experience, with the remaining members demonstrating at least 3 years of relevant experience, and all required technical disciplines are adequately covered.
3	All or substantially all proposed key team members demonstrate at least 3 years of relevant experience, and the essential multidisciplinary technical disciplines are covered.
2	The team demonstrates relevant experience, but there are material gaps in the experience of certain team members and/or in the coverage of one or more required technical disciplines.
1	The team demonstrates limited relevant experience, with substantial gaps in the required multidisciplinary technical disciplines and/or inadequate evidence of comparable delivery experience.
0	No relevant Task Team experience is demonstrated, no multidisciplinary team is proposed, or adequate experience evidence is not submitted.

35.2.5 TECHNICAL SOLUTION COMPLIANCE AND ARCHITECTURE: 20 POINTS

The bidder must demonstrate the extent to which the proposed solution complies with the technical requirements of the ToR. The technical proposal must adequately address system

architecture and scalability; application and form-building capabilities; AI-enabled application development; workflow management and automation; database and data management; integration services; reporting and analytics; mobility and offline capability; identity and access management; platform administration and governance; application lifecycle management/DevOps; security and regulatory compliance; and AI-enabled data insights and analytics. Bidders must substantiate their technical response through relevant supporting evidence, which may include architecture diagrams, product documentation, demonstrations, certifications, references, case studies, videos or other relevant evidence submitted with the bid.

No	Technical Area	Requirement Description
1	System Architecture & Scalability	The proposed solution must provide a secure, scalable, high-availability, cloud-ready architecture capable of supporting multiple users, departments, and growing transaction volumes.
2	Application & Form Builder	The proposed solution must provide a low-code/no-code platform for designing applications, forms, business rules, validations, and data capture processes.
3	AI-Driven Application Development	The proposed solution must demonstrate its capability to support approved AI-enabled functionality, including application-development support, workflow assistance, user assistance, data analytics and insight generation, subject to DSBD approval, applicable security, privacy and data-governance requirements, auditability and meaningful human review.
4	Workflow Management	The proposed solution must provide configurable workflow automation, task management, notifications, approvals, escalations, and collaboration functionality.
5	AI-Asssited Workflow Automation	The proposed solution must support AI-enabled workflow decision-making and automated execution of workflow tasks and actions.
6	Database Management	The proposed solution must provide integrated database management, data modelling, document management, and data migration capabilities.
7	Integration Services	The proposed solution must enable seamless integration with internal and external systems, APIs, web services, payment gateways, digital signature platforms, and third-party applications.
8	Reporting & Analytics	The proposed solution must provide real-time dashboards, business intelligence reporting, data visualisation, export functionality, and report scheduling capabilities.

9	Mobility & Offline Capability	The proposed solution must provide responsive mobile-first functionality and, where required by an approved field-use case, offline data capture, controlled synchronisation, notifications and appropriate mobile-device capabilities.
10	Identity & Access Management	The proposed solution must provide secure user authentication, role-based access control, single sign-on, multi-factor authentication, and access governance.
11	Platform Administration & Governance	The proposed solution must provide centralized administration, user management, governance controls, configuration management, and organizational oversight capabilities.
12	Application Lifecycle Management (DevOps)	The proposed solution must support development, testing, deployment, version control, rollback, and continuous integration/continuous deployment (CI/CD) practices.
13	Security & Regulatory Compliance	The proposed solution must provide enterprise-grade security, encryption, audit trails, privacy controls, and compliance with applicable information security and data protection standards.
14	AI Data Insights & Analytics	The proposed solution must provide AI-powered natural language querying, conversational analytics, intelligent insights, data visualisation, and user feedback capabilities.

Evaluation criteria for technical solution compliance and architecture:

Points	Evaluation criterion
5	The bidder comprehensively addresses all the applicable technical areas specified in the ToR and provides clear, relevant and verifiable supporting evidence demonstrating that the proposed solution meets the requirements.
4	The bidder adequately addresses most of the applicable technical areas, supported by relevant evidence, with only minor gaps that do not materially affect the overall technical suitability of the proposed solution.
3	The bidder adequately addresses the key technical areas and provides sufficient supporting evidence to demonstrate a technically feasible solution, although some requirements or areas are not fully addressed.
2	The bidder partially addresses the technical areas, with material gaps in the response and/or supporting evidence that may affect the technical suitability of the proposed solution.

1	The bidder provides a limited technical response that is substantially incomplete, generic or inadequately supported by evidence and does not sufficiently demonstrate compliance with the technical requirements.
0	The bidder does not submit an adequate technical response, or the information submitted is insufficient to assess compliance with the technical requirements.

35.2.6 METHODOLOGY, IMPLEMENTATION, ROLLOUT AND SUPPORT PLAN: 20 POINTS

The bidder must submit a methodology demonstrating how the requirements of the Online One-Stop Shop will be implemented, rolled out, supported and handed over. The methodology must address project governance, requirements and process design, architecture, implementation planning, integration and dependencies, data migration, testing and assurance, municipal/institutional rollout and change adoption, maintenance and support, and knowledge transfer and handover. The methodology must be specific to the assignment and clearly demonstrate the proposed activities, responsibilities, dependencies, milestones, risks and quality and acceptance controls.

Sub-criterion	Expected Content	Weight
Project Management Approach	Governance structure, roles and responsibilities, stakeholder management, reporting, quality assurance, risk and issue management, change control, configuration control, and coordination with DSBD and municipalities.	20
Implementation and Rollout Plan	Detailed implementation plan, phased municipal onboarding, discovery, configuration, integration, data migration, testing, UAT, deployment, acceptance, cutover and change management.	
Training Plan	Online training approach for DSBD and stakeholders across different municipal categories, training materials, train-the-trainer, user segmentation, assessments and knowledge transfer.	
Maintenance and Support Plan	36-month maintenance approach, service desk, SLA management, incident/problem/change management,	

	upgrades, security patching, reporting, knowledge transfer and onsite support resource.	

Evaluation Criteria:

Score	Evaluation criterion
5	The methodology comprehensively addresses all the required areas, with clear and practical activities, responsibilities, resources, dependencies, milestones, risks, quality controls, rollout, support and handover arrangements.
4	The methodology adequately addresses substantially all the required areas, with clear implementation and delivery arrangements. Minor gaps are identified but do not materially affect the proposed approach.
3	The methodology adequately addresses the key required areas and demonstrates a feasible approach; however, some elements lack sufficient detail regarding implementation, dependencies, milestones, risks, rollout or support.
2	The methodology partially addresses the required areas, with material gaps or insufficient detail regarding implementation, integration, migration, testing, rollout, support or handover.
1	The methodology is substantially incomplete or generic and does not adequately demonstrate how the bidder will implement, manage, roll out and support the proposed solution.
0	No methodology is submitted, or the methodology submitted does not materially address the requirements of the assignment and provides insufficient information for evaluation.

35.2.7 STANDARDISED PROOF-OF-CAPABILITY DEMONSTRATION: 10 POINTS

35.2.7.1 PROTOTYPE AND DEMONSTRATION

Bidders who qualify through Phase 1 and achieve the prescribed minimum qualifying score of 65 out of 90 points (Phase 2A) shall be invited to configure and demonstrate a functional prototype of the proposed Online One-Stop Shop within fifteen (15) calendar days from the date of formal notification by the Department. The minimum functionality threshold of this Phase (Phase 2B) is 5 points out of 10 points. Failure to achieve the minimum Phase 2B threshold shall result in elimination from further evaluation, irrespective of the bidder's score under Phase 2A or its

combined Phase 2 score. A bidder must also achieve the prescribed minimum thresholds applicable to each Phase 2 (Phase 2A: 65 points and Phase 2B: 5 points) of 70 points out of 100 to proceed to the subsequent stage (Phase 3) of evaluation.

The prototype shall be based on the use cases, workflows, sample data and evaluation scenarios provided by the Department and shall demonstrate the bidder's understanding of the requirements, the configurability of the proposed solution, functional capabilities, user experience, integration readiness and overall suitability for implementation across participating municipalities. The prototype demonstration shall be evaluated by the Department in accordance with the criteria and scoring methodology specified below.

The prototype shall, at a minimum, demonstrate the following:

Technical Functionality Requirement	Minimum capability to be demonstrated
Functional Capabilities	The overall functionality of the proposed solution and its ability to support the key business processes and service journeys required for the Online One-Stop Shop.
MSME Registration / Licensing / Permit Lifecycle Management	End-to-end registration, application, document submission, validation, assessment, approval or refusal, issuance, renewal, status tracking, notifications and audit trail.
Case Management	Creation, assignment, routing, escalation, tracking, management and closure of cases, complaints or service requests.
Reporting and Dashboard Capabilities	Operational and management dashboards, filtering, monitoring, drill-down capability and generation or export of reports.
Integration Capabilities	Ability to exchange information with other systems through appropriate interfaces/APIs, including authentication, processing, error handling and traceability.
Configuration Capabilities	Ability to configure forms, workflows, business rules, user roles, notifications, templates and other solution components to accommodate different services and participating institutions.

Evaluation Criteria

Score	Evaluation criterion
5	The prototype comprehensively demonstrates all six Technical Functionality Requirements and the Department's prescribed use cases, workflows and evaluation scenarios. The demonstrated functionality is coherent and operational and clearly demonstrates configurability, user experience, integration readiness and suitability for implementation across participating municipalities.
4	The prototype adequately demonstrates all or substantially all six Technical Functionality Requirements, with only minor gaps or limitations that do not materially affect the suitability of the proposed solution.
3	The prototype adequately demonstrates the key Technical Functionality Requirements, including the principal registration/licensing/permit, case-management, reporting, integration and configuration capabilities, but some requirements or scenarios are not fully demonstrated.
2	The prototype partially demonstrates the Technical Functionality Requirements, with material gaps in one or more key areas, including functional processes, lifecycle management, case management, reporting, integration or configuration capabilities. Significant functionality requires further development or is demonstrated through simulations or other functionality not fully available in the prototype.
1	The prototype demonstrates limited Technical Functionality Requirements and does not provide sufficient evidence that the proposed solution can support the required Online One-Stop Shop processes, integration requirements or implementation across participating municipalities.
0	The bidder does not demonstrate the required functional prototype, or the prototype does not materially demonstrate the Technical Functionality Requirements, use cases, workflows and evaluation scenarios prescribed by the Department.

DSBD should reserve the right, subject to the approved procurement process, to conduct structured bidder presentations/demonstrations. A mandatory demonstration may require bidders to show a representative end-to-end journey including registration, identity, document capture, workflow, API integration, tracking, notification, payment where applicable and dashboard reporting.

35.3 PHASE 3: PRICE AND SPECIFIC GOALS (PREFERENCE POINTS)

a) Please note that only service providers that score 70 points and above on functionality will be evaluated on price and specific goals. Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest acceptable tender will be used to determine the accurate system once tenders are received. The formula below will be used to calculate the

price. The bid price must be inclusive of VAT and quoted in South African Rand.

	80/10 PRINCIPLE	POINTS	or	90/10 PRINCIPLE	POINTS
1	PRICE	80		PRICE	90
2	SPECIFIC GOALS	20		SPECIFIC GOALS	10
3	MAXIMUM POINTS	100		MAXIMUM POINTS	100
The following formula will be used to calculate the points for price: Criteria.					

Price Evaluation in terms of the 80/20 or 90/10 Preference Points Systems

80/20 **or** **90/10**

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

Where,

Ps = Points scored for the comparative price of a bid under consideration

Pt = Comparative price of a bid under consideration

Pmin = Comparative price of lowest acceptable bid

In terms of Regulations 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points will be awarded to a bidder for attaining the Specific goals status level of contribution by the table as set out in the Preference Points Claim Form (SBD 6.1).

Table 1: Specific goals for the tender and points claimed are indicated on the table below.
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)
OWNERSHIP	**1**	**2**		
	Level 1 = 1 pts Level 2 =0,125pts Level 3 = 0 pts Level 4 = 0 pts Level 5 = 0 pts Level 6 = 0 pts Level 7 = 0 pts Level 8 = 0 pts Non-compliant contributor= 0	Level 1 = 2 pts Level 2 = 1,75 pts Level 3 = 1,5 pts Level 4 = 1,25 pts Level 5 = 1 pts Level 6 = 0,75 pts Level 7 = 0,5 pts Level 8 = 0,25 pts Non-compliant contributor= 0		
Size of Enterprise (SMMES): MICRO, SMALL, MEDIUM ENTERPRISES	**4**	**8**		
	Micro = 4 Small = 3,6 Medium = 2 Large = 1,6	Micro = 8 Small = 5,6 Medium = 3,2 Large = 0,8		
Spatial (Rural/ Township/ City)	**2**	**4**		
	Rural = 2 Township = 1,2 City = 0,4	Rural = 4 Township = 2,4 City = 0,8		
Youth and Non- Youth	**3**	**6**		
	Youth = 3 None-Youth = 0,9	Youth = 6 None-Youth = 1,8		

36 TERMS AND CONDITIONS

- Only fully compliant National Treasury's Central Supplier Database (CSD) registered service provider's proposals will be considered.
- The completed SBD 4 and 6.1 documents attached to this RFP must be completed and returned with the quotation.
- No late quotations will be accepted under any circumstances.
- Suppliers must complete and return all the required documents, failing which the supplier's quotation will be declared invalid.

DSBD reserves the right not to appoint any bidder, to cancel the procurement process, to request clarification, to conduct due diligence, to invite shortlisted bidders for presentations, and to negotiate final contractual terms within applicable procurement prescripts. DSBD will not reimburse bidders for any costs incurred in preparing or submitting proposals. Late submissions will not be accepted.

37 IMPORTANT NOTICES

Bidders must submit one complete bid in a single envelope containing both the comprehensive proposal and the financial proposal. The comprehensive proposal and financial proposal must be clearly separated and identifiable within the bid submission for purposes of the applicable stages of evaluation.

38 PROPOSAL SUBMISSION

The deadline for the submission of proposals to DSBD is as follows:

Date: 10 December 2026

Time: 11:00

Address: Department of Small Business Development (DSBD)

The DTIC Campus

77 Meintjies Street

Sunnyside

Pretoria

0002

39 ENQUIRIES

Direct all tendering process enquiries to: dsbdtenders@dsbd.gov.za / 012 394 3014

Mr. Nhlakanipho Msane, email: NMsane@dsbd.gov.za Tel: 060 981 0616

Ms. Mighty Mothobekhi, email: MMothobekhi@dsbd.gov.za Tel: 063 695 2065

Mr. Mpho Munzhedzi, email: MMunzhedzi@dsbd.gov.za Tel: 076 661 1161

ToRs FOR NATIONAL ONLINE ONE-STOP SHOP FOR MSMES	**Yes** ✓	**No**
APPROVED **MS. THULISILE MANZINI**  **DIRECTOR GENERAL** **DATE:** 26 November 2026		

40 GLOSSARY AND ACRONYMS

Term	Meaning
API	Application Programming Interface.
BPM	Business Process Management.
CGICTPF	Corporate Governance of ICT Policy Framework.
DR	Disaster Recovery.
FRS	Functional Requirements Specification.
GIS	Geographic Information System.
IAM	Identity and Access Management.
MDM	Master Data Management.
MSME	Micro, Small and Medium Enterprise.
OSS	Online One-Stop Shop.
POPIA	Protection of Personal Information Act.
RPO	Recovery Point Objective.
RTO	Recovery Time Objective.
RTM	Requirements Traceability Matrix.
SLA	Service Level Agreement.
SOC	Security Operations Centre.
SIT	System Integration Testing.
UAT	User Acceptance Testing.
URS	User Requirements Specification.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

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.

2.3 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.3.1 If so, furnish particulars:

……
……
……

2.4 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**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	**Status (active/inactive/deleted)**

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification**.**

3 GENERAL DECLARATION

I, ……....., the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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.

3.5 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.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring 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.

3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

…… ……

Signature Date

…… ……...

Designation Name of bidder

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

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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	POINTS
PRICE	80	90
OWNERSHIP	2	1
SIZE OF ENTERPRISE (SMMES): MICRO, SMALL, MEDIUM ENTERPRISES	8	4
SPATIAL (RURAL/ TOWNSHIP/ CITY)	4	2

YOUTH AND NON-YOUTH	6	3
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	**100**	**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:

80/20 **or** **90/10**

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

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:

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

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)
OWNERSHIP	**1**	**2**		
	Level 1 = 1 pts Level 2 =0,125pts Level 3 = 0 pts Level 4 = 0 pts Level 5 = 0 pts Level 6 = 0 pts Level 7 = 0 pts Level 8 = 0 pts Non-compliant contributor= 0	Level 1 = 2 pts Level 2 = 1,75 pts Level 3 = 1,5 pts Level 4 = 1,25 pts Level 5 = 1 pts Level 6 = 0,75 pts Level 7 = 0,5 pts Level 8 = 0,25 pts Non-compliant contributor= 0		
Size of Enterprise (SMMES): MICRO, SMALL, MEDIUM ENTERPRISES	**4**	**8**		
	Micro = 4 Small = 3,6 Medium = 2 Large = 1,6	Micro = 8 Small = 5,6 Medium = 3,2 Large = 0,8		
Spatial (Rural/ Township/ City)	**2**	**4**		
	Rural = 2 Township = 1,2 City = 0,4	Rural = 4 Township = 2,4 City = 0,8		
Youth and Non-Youth	**3**	**6**		
	Youth = 3 None-Youth = 0,9	Youth = 6 None-Youth = 1,8		

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: ……

……

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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.