



# Provincial Supply Chain Management

Request for Proposal

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<b>RFP NUMBER</b>											
<b>RFP DESCRIPTION</b>											
<b>CUSTOMER DEPARTMENT</b>											
<b>CUSTOMER INSTITUTION</b>											
<b>BRIEFING SESSION</b>	Y		N		<b>SESSION COMPULSORY</b>			Y		N	
					<b>SESSION HIGHLY RECOMMENDED</b>			Y		N	
<b>BRIEFING VENUE</b>						<b>DATE</b>				<b>TIME</b>	
<b>COMPULSORY SITE INSPECTION</b>	Y		N			<b>DATE</b>				<b>TIME</b>	
<b>INSPECTION ADDRESS</b>											
<b>TERM AGREEMENT CALLED FOR?</b>	Y		N			<b>TERM DURATION</b>					
<b>CLOSING DATE</b>						<b>CLOSING TIME</b>					
<b>TENDER BOX LOCATION</b>											
GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on this form RFP 01.											

## Notes:

- All bids / tenders must be deposited in the Tender Box at the following address:  
**Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg**
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- The GPT Tender Box is generally open 24 hours a day, 7 days a week.
- This bid is subject to the preferential procurement policy framework act, 2000 and the preferential procurement regulations, 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.
- ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG RFP FORMS – (NOT TO BE RE-TYPED)
- ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED):

## The Tendering System

The RFP Pack consists of two parts namely, Section 1 and Section 2. These two sections must be submitted separately, clearly marked with the Tender Number and the Section Number.

## Training sessions

Non-compulsory "How to tender" workshops are held every Wednesday at 75 Fox Street from 10:00-13:00.



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## PART A INVITATION TO BID

### SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

### QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	



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**Tender documents can be obtained from <http://www.treasury.gpg.gov.za>**

**ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:**

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	



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## 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.**

<b>SIGNATURE OF BIDDER</b>		<b>DATE</b>	
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b> (Proof of authority must be submitted e.g. company resolution)			

**RETURNABLE ATTACHMENT**

**GAUTENG PROVINCE**  
e-GOVERNMENT  
REPUBLIC OF SOUTH AFRICA

**CONSENT FORM TO PROCESS PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT, NO. 4 OF 2013 (POPIA).**

*The purpose of the POPIA is to protect personal information of individuals and businesses and to give effect to their right of privacy as provided for in the Constitution.*

*By signing this form, you consent to your personal information to be processed by the Gauteng Department of e-Government and consent is effective immediately and will remain effective until such consent is withdrawn.*

**APPLICATION FOR THE CONSENT OF A DATA SUBJECT FOR THE PROCESSING OF PERSONAL INFORMATION FOR THE PURPOSE OF BIDS**

Name & Surname/Company: \_\_\_\_\_

Residential/Postal or Business Address: \_\_\_\_\_

Contact number (s): \_\_\_\_\_

Email address: \_\_\_\_\_

1. In the furtherance of the Gauteng Department of e-Government (**The Department**) operational requirements and for purposes of complying with its policies, procedures and privacy laws, we may be required to disclose, process and/or further process your personal information provided to us and/or made available by virtue of submission of this bid.
2. For purposes contemplated in paragraph 1, the Department, hereby requests your consent and/or authorisation for the disclosure, processing and/or further processing of any and/or all your personal information as may be necessary for reasons provided in paragraph 1.
3. By signing this Personal Information Processing Consent Form, you hereby grant the Department permission, consent and/or authorisation to disclose, process and further process your personal information within our records, as may be required and/or necessary from time to time.

I, the undersigned, \_\_\_\_\_ (INSERT FULL NAME AND

SURNAME) with Identity Number \_\_\_\_\_, in my personal capacity or acting on behalf of \_\_\_\_\_

\_\_\_\_\_ (Name of **Company**), confirm that:

4. I have read and understood the contents of this Personal Information Processing Consent form, the details of which have been explained to me and furthermore I understand my right to privacy and the right to have my personal information processed in accordance with the conditions for the lawful processing of personal information.
5. I declare that all my personal information supplied to the Department is accurate, up to date, not misleading and that it is complete in all respects and will be held and/ or stored securely for the purpose for which it was collected and that I will immediately advise the Department of any changes to my Personal Information should any of these details change.
6. I also understand that I have the right to request that my personal information be corrected or deleted, if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, or obtained unlawfully or that the personal information or record be destroyed or deleted if the Department is no longer authorised to retain it.
7. I declare that my personal/the Company's information and/or data may be disclosed, processed and/or further processed by the Department (including its employees, agents, contractors and representatives) and such other third parties contracted with the Department involved in the processing, verification and management of my and/or Company's Personal Information in accordance with the requirements set out in paragraph 1;
8. I accept the data security and protection measures adopted and/or applied by the Department in their retention, disclosure, processing, and further processing of my and/or Company's personal information/data.
9. I accept that the Department may retain any of my personal/the Company information/data as may be required for purposes contemplated in paragraph 1.

10. With my signature below, do hereby give my or the Company's irrevocable consent, and/or authorisation for purposes required and/or detailed in this *Personal Information Processing Consent* form.

Signed at ..... this ..... day of .....20.....

.....  
Name of data subject/ designated person

.....  
Signature

.....  
Name/Surname/Dept of Responsible Party

.....  
Signature

Date:



**GAUTENG PROVINCE**  
 PROVINCIAL TREASURY  
 REPUBLIC OF SOUTH AFRICA

# Provincial Supply Chain Management

**RFP Point System**

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<b>RFP NUMBER</b>		<b>CLOSING DATE</b>	
<b>VALIDITY OF RFP</b>		<b>CLOSING TIME</b>	

In case of queries, please contact the GPT Contact Centre at tel: 0860 011 000

\*GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions.

The goods / services are required by the Customer Department / Institution, as indicated on RFP 01.

The Gauteng Provincial Government requests your bid on the goods and/or services listed on the attached forms. Please furnish all information as requested and return your bid on the date stipulated. Late bids will not be accepted for consideration.

This RFP will be evaluated on the basis of the under noted point system, as stipulated in the Preferential Procurement Policy Framework Act (Act number 5 of 2000).

**Point System**

Points SHALL be allocated as follows:

Points for

Points for

**TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)**

**VALUE BASED**

<b>SERVICE BASED</b>	<b>Y</b>		<b>N</b>		<b>SERVICE BASED</b>	<b>Y</b>		<b>N</b>		<b>VALUE BASED</b>	<b>Y</b>		<b>N</b>	
<b>VALUE BASED</b>	<b>Y</b>		<b>N</b>											
<b>QUANTITY BASED</b>	<b>Y</b>		<b>N</b>											
<b>TERM BASED</b>	<b>Y</b>		<b>N</b>											



# Provincial Supply Chain Management

**Instructions to Bidders**

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1. The RFP (Request for Proposal) Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.
2. The RFP forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this RFP. Additional offers made in any other manner may be disregarded.
3. Should the RFP forms not be filled in by means of electronic devices, bidders are encouraged to complete forms in a black ink.
4. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.
5. The forms RFP 04 to RFP 09 and PREF documents shall be completed, signed and submitted with the bid. RFP 10 (National Industrial Participation Programme Form) will only be added to the RFP pack to be completed by bidders when an imported component in excess of US \$ 10 million is expected.
6. A separate RFP 06 form (RFP Price Schedule per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP(not applicable for Pre-qualification of Bidders).
7. Firm delivery periods and prices are preferred. Consequently bidders shall clearly state whether delivery periods and prices will remain firm or not for the duration of any contract, which may result from this RFP, by completing RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).
8. If non-firm prices are offered bidders must ensure that a separate RFP 07 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP (not applicable for Pre-qualification of Bidders).
9. Where items are specified in detail, the specifications form an integral part of the RFP document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for Pre-qualification of Bidders).
10. In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified" (see the attached specification) (not applicable for Pre-qualification of Bidders).
11. In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12. In instances where the bidder is not the manufacturer of the items offered, the bidder must as per RFP 06 (RFP Price Schedule per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for Pre-qualification of Bidders).
13. The offered prices shall be given in the units shown in the attached specification, as well as in RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).
14. With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).
15. Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).
16. Delivery basis (not applicable for Pre-qualification of Bidders):
  - (a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere.
  - (b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a "delivered on site" basis, as specified on RFP 06 (RFP Price Schedule per item).
17. Unless specifically provided for in the RFP document, no bids transmitted by facsimile or email shall be considered.
18. Failure on the part of the bidder to sign any of the forms RFP 04 to RFP 10 and PREF documents and thus to acknowledge and accept the conditions in writing or to complete the attached RFP forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.
19. Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full



# Provincial Supply Chain Management

Instructions to Bidders

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acceptance of the General Conditions of Contract or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.

20. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the successful bidder may be required to submit **pre-production samples** to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.
21. Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.
22. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the samples must be submitted together with the bid before the closing time and date of the RFP, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the RFP may invalidate the bid.
23. In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.
24. In cases where the relevant Department or Institution advertising this RFP may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25. If any of the conditions on the RFP forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26. This RFP is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27. Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated:
  - NAME AND ADDRESS OF THE BIDDER;
  - THE BID (RFP) NUMBER; AND
  - THE CLOSING DATE.

The bid must be deposited or posted;

  - posted to Gauteng Provincial Treasury and to reach the destination not later than the closing time and date; OR
  - deposited in the tender box of the Gauteng Provincial Treasury before the closing time and date.
28. The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this RFP) – including information on new products, export achievements, new partnerships and successes and milestones.
29. **Compulsory GPG Contract:** It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

 <p><b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>
<h2 style="margin: 0;">Bid Commitment and Declaration of Interest</h2>	<h2 style="margin: 0;">Page 1 of 3</h2>

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

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

Full Name	Identity Number	Name of State institution

<sup>1</sup> 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.

 <p><b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>
<h2 style="margin: 0;">Bid Commitment and Declaration of Interest</h2>	<h2 style="margin: 0;">Page 2 of 3</h2>

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES		NO	
-----	--	----	--

2.2.1 If so, furnish particulars:

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES		NO	
-----	--	----	--

2.3.1 If so, furnish particulars:

**3. DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.  
Filename:RFP4GPT (SBD4) Revision: 10 Release Date:24/10/2022

 <p><b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>Provincial Supply Chain Management</h1>	
	<h2>Bid Commitment and Declaration of Interest</h2>	<h2>Page 3 of 3</h2>

- 3.5 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.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

<b>Signature</b>		<b>Date</b>	
<b>Position</b>		<b>Name of Bidder</b>	

 <p><b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>
<p><b>Briefing Session</b></p>	<p>Page 1 of 1</p>

**BRIEFING SESSION - DECLARATION OF ATTENDANCE**

<b>RFP NUMBER</b>			
<b>RFP DESCRIPTION</b>			
<b>RFP CLOSING DATE</b>		<b>CLOSING TIME</b>	

\*GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on form RFP 01.

<b>CUSTOMER DEPARTMENT</b>								
<b>CUSTOMER INSTITUTION</b>								
<b>BRIEFING SESSION</b>	<b>Y</b>		<b>N</b>		<b>DATE</b>		<b>TIME</b>	
<b>VENUE</b>								

I/We hereby declare that I/we attended the compulsory briefing session to understand the requirements of the Gauteng Provincial Government to supply all or any of the supplies and/or to render all or any of the services described in the attached RFP documents, on the terms and conditions and in accordance with the specifications stipulated in the bid documents.

I, THE UNDERSIGNED (NAME)


CERTIFY THAT THE INFORMATION FURNISHED AT THE BRIEFING SESSION WAS UNDERSTOOD.

<b>BIDDER OR ASSIGNEE(S) NAME</b>		<b>POSITION</b>		<b>SIGN</b>		<b>DATE</b>	
-----------------------------------	--	-----------------	--	-------------	--	-------------	--

<b>FULL COMPANY NAME</b>	
--------------------------	--

<b>GPG OFFICIAL NAME</b>		<b>POSITION</b>		<b>SIGN</b>		<b>DATE</b>	
--------------------------	--	-----------------	--	-------------	--	-------------	--


**END USER STAMP**

 <p style="margin: 0;"><b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>		
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; text-align: center;"><b>Special Conditions</b></td> <td style="width: 40%; text-align: center;">Page 1 of 3</td> </tr> </table>	<b>Special Conditions</b>	Page 1 of 3
<b>Special Conditions</b>	Page 1 of 3		

<b>RFP NUMBER</b>	
<b>RFP DESCRIPTION</b>	
<b>CUSTOMER DEPARTMENT</b>	
<b>CUSTOMER INSTITUTION</b>	

**THE FOLLOWING MUST ACCOMPANY YOUR BID, IF INDICATED BY "√"**

<b>Samples</b>		<p><b>SABS /Equivalent Certificate</b> May not be older than one (1) year, the cost of which will be for the account of the bidder.</p>		<b>Bidders Briefing Session</b>	
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 <p style="margin: 0;"><b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>		
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; text-align: center;"><b>Special Conditions</b></td> <td style="width: 40%; text-align: center;">Page 2 of 3</td> </tr> </table>	<b>Special Conditions</b>	Page 2 of 3
<b>Special Conditions</b>	Page 2 of 3		

**EVALUATION METHODOLOGY**

Bidders must complete Compulsory documents and attach it to their tender document, failing which the tender shall not be considered for Stage 1 evaluation.

Points will be awarded in accordance with the Preferential Procurement Policy Framework Act (PPPFA)

**Stage 1**

Criteria for Functionality	Points
<b>TOTAL</b>	


**NOTE:** Bidders who fail to meet the above minimum requirements (Stage 1) shall be automatically eliminated

**Stage 2**

Criteria for Price and Specific Goals	Points
Bid Price	
Specific Goals	
<b>TOTAL</b>	<b>100</b>

Bidders are required to use the two envelope bidding system, whereby the Technical Proposal (Stage 1); Pricing and Specific Goals(Stage 2) be placed in two separate sealed envelopes marked:

- Stage One-
  
- Stage Two-

 <p style="margin: 0;"><b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>		
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**SUPPLIER JOB CREATION ANALYSIS**

Company Name		Date Est.	
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	Permanent	Temp	SA Citizens	Other	Comments
<b>Staff compliment at Establishment of Enterprise</b>					
<b>Current staff compliment</b>					
<b>Number of jobs to be created if Bid is successful</b>					

- The successful bidder may be audited during the course of the contract to verify the above information.

Comments to include:

- If Job Creation is direct (by your own company) or indirect (by your supplier)
- Where the jobs created for employees that were in existing positions or unemployed? (Net Job Creation)

NOTE: Job Creation should adhere to all applicable RSA Legislation and Regulations.

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<b>THIS SECTION IS FOR OFFICE USE ONLY!</b>						
Observations	Initial Job Count	Job Creation Potential	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						



**GAUTENG PROVINCE**

e-GOVERNMENT  
REPUBLIC OF SOUTH AFRICA

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**TERMS OF REFERENCE:  
FOR  
APPOINTMENT OF A SERVICE PROVIDER FOR A BACKUP AND RECOVERY  
SOLUTION FOR MICROSOFT 365 WITH SOFTWARE LICENSES, STORAGE  
SERVERS WITH MAINTENANCE AND SUPPORT FOR A PERIOD OF THREE (3)  
YEARS**

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## 1. INTRODUCTION:

Gauteng Department of e-Government(e-Gov) is seeking OEM-accredited bidders to provide comprehensive Microsoft 365 backup services for a duration of three years. This service is vital for the Gauteng provincial Government (GPG) and should have the capability to scale to accommodate any future requirements that may arise. Data must be securely backed up from the cloud to both onsite storage and offsite disaster recovery locations. Production site will be 75 Fox Street Datacentre and Offsite will be 82 Greyston Str. e-Gov is looking for a turnkey solution where the bidder is responsible for delivering a complete package, including all necessary components such as cables, plugs, licenses, and hardware since this will be a on premise solution. Bidder must have ISO27001 and ISO27001-8 and ISO22301:19 certified.

## 2. BACKGROUND:

EGOV requests OEM accredited bidders to supply, implement and maintain 40 000 Microsoft 365 user's backup solution for a period of 3 years. The solution is required for GPG and must be scalable to meet new requirements. The solution must seamlessly integrate with other systems. Data must be backed to onsite to a backup appliance with high availability. GPG heavily relies on Microsoft O365 for various critical functions, including productivity, collaboration, and communication. While Microsoft offers built-in backup and recovery options for Microsoft O365, these native solutions have inherent limitations that fall short of meeting our comprehensive needs. Our current solution does not have an on-prem solution and does not backup a user that does not have a license. As a result, we are exploring investing in a third-party backup and recovery solution to augment our Microsoft O365 data protection. This term of reference presents a thorough analysis of the benefits and costs associated with implementing such a solution and strongly recommends its adoption.

## 3. KEY REQUIREMENTS:

- Scalability from 39292 to 40000 users and Flexibility: The chosen solution must have the capacity to scale efficiently, accommodating any potential future growth requirements or additional services that may be integrated into our operations.
- Seamless Integration: It is imperative that the selected solution seamlessly integrates with our existing systems and infrastructure to ensure a smooth and efficient workflow.
- Comprehensive Data Backup: Data from Microsoft 365 should be securely backed up to both onsite storage for quick access and to offsite disaster recovery locations for redundancy and business continuity.
- Turnkey Solution: We expect bidders to provide a turnkey solution that includes all necessary components for optimal operation, including cables, racks, plugs, licenses, appliances, and any other relevant consumables.
- Certification: We require that the service provider holds ISO27001 and ISO27001-8 and ISO22301:19 certified, indicating a commitment to high standards of information security management systems.

#### 4. OBJECTIVES:

The primary objective of this Terms of Reference (TOR) document is to provide a detailed technical scope and framework for the development and implementation of a third-party backup and recovery solution for Microsoft 365. Specifically, this TOR aims to:

- Clearly define the technical requirements and specifications for the proposed third-party backup and recovery solution.
- Establish the expected benefits, costs, and return on investment (ROI) associated with the implementation.
- Provide an overview of the limitations and challenges associated with Microsoft's built-in Microsoft O365 backup and recovery options.
- Offer a recommendation for the selection, deployment, and ongoing management of the chosen third-party solution.

#### 5. MICROSOFT O365 OVERVIEW:

E-Gov procured Microsoft O365 cloud-based software suite that includes tools for productivity, collaboration, and communication. While Microsoft 365 provides many benefits, such as anytime, anywhere access and collaboration capabilities, it also introduces new risks and challenges for data protection and recovery. Microsoft provides several built-in backup and recovery options, such as retention policies, legal hold, and recycle bins, but these options have limitations and may not fully meet our needs.

#### 6. REQUESTED SOLUTION MUST PROVIDE THE FOLLOWING BENEFITS:

Implementing a third-party backup and recovery solution for Microsoft O365 users, it must provide several benefits, including:

- **Additional protection for Microsoft O365 data:** A third-party backup and recovery solution must provide an additional layer of protection on-premises for our Microsoft O365 data, safeguarding against accidental deletion, cyber-attacks, or unforeseen events and ensuring data sovereignty.
- **Greater flexibility for backup and recovery:** The solution offers enhanced flexibility, including granular backup and recovery, automated backup schedules, and options for storing backups on-premises or in the cloud.
- **Improved data management:** The third-party solution enhances data management with features like deduplication, compression, and encryption, optimizing storage and security.
- **Better compliance and governance:** It assist in meeting regulatory requirements and improving governance through audit trails, reporting capabilities, and retention policies.
- **Reduced downtime and data loss:** The solution helps reduce downtime and data loss with faster recovery times, improved recovery point objectives (RPOs), and recovery time objectives (RTOs).

## 7. TECHNICAL REQUIREMENTS FOR THIRD-PARTY BACKUP AND RECOVERY SOLUTION:

ITEM	DESCRIPTION
<b>COMPATIBILITY:</b>	<ul style="list-style-type: none"> <li>• The solution must be compatible with the organization's existing Microsoft 365 environment, including Microsoft Exchange Online, SharePoint Online, OneDrive for Business, and Microsoft Teams.</li> <li>• It should support all Microsoft 365 subscription plans and service configurations.</li> </ul>
<b>INFRASTRUCTURE FREEDOM AND CHANGE RESILIENCE</b>	<ul style="list-style-type: none"> <li>• Any on-premises hardware, any cloud provider for external storage.</li> <li>• Easy location/hardware/cloud changes.</li> <li>• Simple change of on-premises hardware or location, simple change of cloud provider or location, for now on-premise but an option to utilize alternate locations in the future ie Azure or any public cloud.</li> </ul>
<b>FLEXIBLE BACKUP</b>	<ul style="list-style-type: none"> <li>• Flexible backup: Any RPO down to 5 minutes (customizable backup frequency).</li> <li>• Different RPO for different data sets (separate backup jobs with different backup frequencies)</li> <li>• Customizable backup schedules, with RPO below 1h for critical data sets.</li> <li>• Multiple backup jobs with different schedules to deliver different RPO to separate data sets (i.e. backup vital data every 1h or below and common data every 24h)</li> </ul>
<b>DATA BACKUP</b>	<ul style="list-style-type: none"> <li>• The ability to perform automated and scheduled backups of Microsoft 365 data, including emails, documents, calendars, contacts, and collaboration content.</li> <li>• Granular backup options, allow for selective backup of specific mailboxes, folders, or individual items.</li> <li>• The successful bidder is responsible for providing a complete backup and recovery solution for Microsoft 365 data.</li> <li>• Data must be backed up from the cloud to on-premises storage, ensuring data availability within the organization's local environment.</li> <li>• Additionally, a copy of the data must be replicated to an offsite recovery site (82 Greyston), guaranteeing data redundancy and disaster recovery preparedness.</li> </ul>
<b>STRONG DATA RESILIENCE</b>	<ul style="list-style-type: none"> <li>• 3-2-1 rule (backup copy). True backup copy immutability (not just access security). Backup copy independent from primary backup, backup copy to different storage type/remote location, broad choice of backup copy storage types.</li> </ul>

<b>DATA RETENTION AND ARCHIVING:</b>	<ul style="list-style-type: none"> <li>• Customizable retention policies to meet regulatory and organizational requirements.</li> <li>• The option to archive data for long-term retention and legal compliance.</li> </ul>
<b>DATA ENCRYPTION:</b>	<ul style="list-style-type: none"> <li>• Data encryption (cypher strength) (256) in transit and at rest to ensure the security and privacy of stored Microsoft 365 data.</li> </ul>
<b>DATA RECOVERY:</b>	<ul style="list-style-type: none"> <li>• Efficient and rapid data recovery capabilities with minimal downtime of 30 and maximum 1 hour</li> <li>• Advanced search options (many search filters, filters combination, single search across users). Bulk recovery (multiple users in same restore job). Broadest restore options.</li> <li>• Point-in-time recovery to restore data to a specific historical state.</li> <li>• Recover Microsoft O365 data (to on-premises Exchange &amp; SharePoint), (download, export, email) – Recover data even if Microsoft O365 is not available.</li> <li>• Within 2 hours</li> </ul>
<b>SCALABILITY:</b>	<ul style="list-style-type: none"> <li>• The ability to scale easily to accommodate the organization's growing Microsoft O365 user base and data volume.</li> <li>• The solution should be inherently expandable without necessitating the replacement of existing components.</li> <li>• Devices must exhibit linear scalability in both capacity and performance, ensuring that the addition of capacity simultaneously enhances internal and external throughput.</li> <li>• This scalability is crucial for maintaining consistent backup windows, even as the volumes of protected data grow.</li> <li>• Solutions that scale solely in terms of capacity (by adding more disk shelves) are not acceptable.</li> </ul>
<b>SECURITY</b>	<ul style="list-style-type: none"> <li>• Multi-factor authentication (MFA) support for user authentication.</li> <li>• Role-based access control (RBAC) to restrict access to authorized personnel.</li> <li>• Integration with existing identity management and authentication systems.</li> </ul>
<b>COMPLIANCE AND GOVERNANCE</b>	<ul style="list-style-type: none"> <li>• Support for industry regulations and standards, including data residency requirements and e-discovery capabilities.</li> <li>• Audit trails and reporting features to facilitate compliance monitoring.</li> </ul>
<b>MONITORING AND REPORTING:</b>	<ul style="list-style-type: none"> <li>• Comprehensive monitoring capabilities to track solution performance, backup and restore operations, and system health.</li> </ul>

	<ul style="list-style-type: none"> <li>• Real-time dashboards for monitoring of backup jobs at the central point</li> <li>• Reporting features to generate usage reports, backup status reports, and audit reports as an when required.</li> <li>• IT service management support.</li> </ul>
<b>USER EXPERIENCE</b>	<ul style="list-style-type: none"> <li>• An intuitive user interface for administrators to manage and monitor backup and recovery operations.</li> <li>• Self-services restore portal for both end-users and restore operators, self-service restore for all Microsoft O365 services, easy restore portal setup.</li> </ul>
<b>INTEGRATION AND API SUPPORT</b>	<ul style="list-style-type: none"> <li>• Integration with third-party security and monitoring tools.</li> <li>• Restful APIs for custom integration and automation.</li> </ul>
<b>DATA DEDUPLICATION AND COMPRESSION:</b>	<ul style="list-style-type: none"> <li>• High availability and failover mechanisms to ensure data availability even during system outages.</li> <li>• Data resilience measures to protect against data loss due to hardware failures.</li> </ul>
<b>BACKUP STORAGE OPTIONS:</b>	<ul style="list-style-type: none"> <li>• Flexibility in choosing storage options, including on-premises, cloud, or hybrid storage.</li> </ul>
<b>DOCUMENTATION AND SUPPORT:</b>	<ul style="list-style-type: none"> <li>• Comprehensive documentation (e.g. Solution architecture documents, Standard Operating Procedure) and user guides.</li> <li>• 24/7 technical support with various support channels (phone, email, chat and incident management).</li> <li>• Bidder must perform DR Test twice a year</li> </ul>
<b>EXIT STRATEGY</b>	<ul style="list-style-type: none"> <li>• Backup files not to be deleted after subscription/contract ends.</li> <li>• Free search/restore capabilities after subscription/contract ends and migration of backups across storage.</li> <li>• Handover six months before the end of contract.</li> </ul>
<b>SERVER AND STORAGE HARDWARE</b>	<ul style="list-style-type: none"> <li>• 2 x 1 PB Storage (One for production and one for DR Site in synchronization)</li> <li>• Out of the immutability</li> <li>• Raid self-healing</li> <li>• Ransomware proof</li> <li>• Application Programming Interface integration capability and security (Creating S3 keys and S3 buckets)</li> </ul>

## 8. EVALUATION METHODOLOGY

Evaluation of the bids will be conducted in two stages as issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act number 5 of 2000 (PPPFA) as follows:

### **Stage one** will be the evaluation of bids on **Administration Compliance and Technical Evaluations**

During this stage, the bidders that do not meet the minimum threshold for functionality shall be disqualified and will not be considered for further evaluation.

**Stage Two** evaluation will be based on Price and Specific Goals System, as per Regulation 6 of the PPR, 2022. Section 5 of the Preferential Procurement Policy Framework Act, Act number 5 of 2000 (PPPFA)

- Price = 90 points
- Specific Goals = 10

### **STAGE 1A: ADMINISTRATIVE COMPLIANCE**

- Submission of RFP Proposal and Price.
- Bid Commitment and Declaration of Interest Form should be signed by the Bidder (RFP 04).
- If there will be a share of services a letter of memorandum of understanding (J/V) should be submitted and signed by all parties involved.
- The bidder must be ISO27001, ISO27001-8, ISO22301 certified (Information security management systems), attach proof.
- Silver or above silver Original Equipment Manufacturer Accreditation certificate on the proposed backup solution.
- Provide Partnership or letter of support from Storage Appliance OEM.
- Compulsory briefing session certificate

**Bidders that do not comply with the above requirements shall be eliminated and shall be regarded as non-responsive.**

### **Required Documents:**

1. Valid Tax Clearance Certificate /SARS Pin code.
2. The latest audited Financial Statements for the last two years are required (bidders must submit a letter from their accountant stating that their entity is new or dormant).
3. Proof of registration with the National Treasury Central Supplier Database (CSD).
4. CIPC Certificate

## **Stage 1B: FUNCTIONALITY EVALUATION**

- A total of 100 points is allocated for stage 1B.
- This information will be used for evaluation before the pricing and preference point's evaluation.

The threshold for this part of the evaluation is 75 points; any bidder who fails to meet this minimum requirement shall be deemed non-responsive and eliminated from any further evaluation.

Item	Criteria	Weight
	<p>A clearly detailed solution and proposed design to cover the below functionality.</p> <p><b>Backup solution for Microsoft 365 for 40 000 users (30)</b></p> <ul style="list-style-type: none"> <li>• The solution must be compatible with the organization's existing Microsoft 365 environment, including Microsoft Exchange Online, SharePoint Online, OneDrive for Business, and Microsoft Teams.</li> <li>• It should support all Microsoft 365 subscription plans and service configurations.</li> <li>• All the hardware required for a complete Backup Solution.</li> <li>• Easy and quick restore capability (Easy location, hardware, cloud changes).</li> <li>• Flexibility of changes of on-premises hardware or location, simple change of cloud provider or location, for now on-premises but an option to utilise alternate locations in the future i.e. Azure or any public cloud</li> <li>• <b>Flexible backup:</b> <ul style="list-style-type: none"> <li>• Any RPO down to 5 minutes (customizable backup frequency).</li> <li>• Different RPO for different data sets (separate backup jobs with different backup frequencies)</li> <li>• Customizable backup schedules, with RPO below 1h for critical data sets.</li> <li>• Multiple backup jobs with different schedules to deliver different RPO to separate data sets (i.e., backup vital data every 1h or below and common data every 24h)</li> </ul> </li> <li>• The ability to perform automated and scheduled backups of Microsoft 365 data, including emails, documents, calendars, contacts, and collaboration content.</li> <li>• Granular backup options, allow for selective backup of specific mailboxes, folders, or individual items.</li> <li>• Data must be backed up from the cloud to on-premises storage, ensuring data availability within the organization's local environment.</li> <li>• Additionally, a copy of the data must be replicated to an offsite recovery site, guaranteeing data redundancy and disaster recovery preparedness</li> </ul>	<p><b>30</b></p>

	<ul style="list-style-type: none"><li>• 3-2-1 rule (backup copy). True backup copy immutability (not just access security). Backup copy independent from primary backup, backup copy to different storage type/remote location, broad choice of backup copy storage types.</li><li>• Customizable retention policies to meet regulatory and organizational requirements.</li><li>• The option to archive data for long-term retention and legal compliance.</li><li>• Data encryption in transit and at rest to ensure the security and privacy of stored Microsoft 365 data.</li><li>• Rapid data recovery capabilities with maximum downtime of 1 hour</li><li>• Advanced search options (many search filters, filters combination, single search across users). Bulk recovery (multiple users in same restore job). Broadest restore options.</li><li>• Point-in-time recovery to restore data to a specific historical state</li><li>• Recovery out of M365 (to on-premises Exchange &amp; SharePoint), (download, export, email) – Recover data even if M365 is not available.</li><li>• The ability to scale easily to accommodate the organization's growing Microsoft 365 user base and data volume.</li><li>• The solution should be inherently expandable without necessitating the replacement of existing components.</li><li>• Servers and storage hardware must exhibit linear scalability in both capacity and performance, ensuring that the addition of capacity simultaneously enhances internal and external throughput.<ul style="list-style-type: none"><li>• Solutions that scale solely in terms of capacity (e.g., by adding more disk shelves) are not acceptable.</li></ul></li><li>• Multi-factor authentication (MFA) support for user authentication.</li><li>• Role-based access control (RBAC) to restrict access to authorized personnel.</li><li>• Integration with existing identity management and authentication systems.</li><li>• Support for industry regulations and standards, including data residency requirements and e-discovery capabilities.</li><li>• Audit trails and reporting features to facilitate compliance monitoring.</li><li>• Comprehensive monitoring capabilities to track solution performance, backup and restore operations, and system health.</li><li>• Real-time dashboards for monitoring of backup jobs at the central point</li><li>• Reporting features to generate usage reports, backup status reports, and audit reports.</li><li>• An intuitive user interface for administrators to manage and monitor backup and recovery operations.</li></ul>	
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	<ul style="list-style-type: none"> <li>• Self-services restore portal for both end-users and restore operators, self-service restore for all M365 services, easy restore portal setup.</li> <li>• Integration with third-party security and monitoring tools.</li> <li>• Restful APIs for custom integration and automation.</li> <li>• High availability and failover mechanisms to ensure data availability even during system outages.</li> <li>• Data resilience measures to protect against data loss due to hardware failures.</li> <li>• Flexibility in choosing storage options, including on-premises, cloud, or hybrid storage.</li> <li>• Comprehensive documentation and user guides.</li> <li>• 24/7 technical support with various support channels (phone, email, chat).</li> <li>• Backup files not to be deleted after subscription/contract ends.</li> <li>• Free search/restore capabilities after subscription/contract ends and migration of backups across storage.</li> </ul> <p>A clearly detailed solution and proposed design to cover the <b>Backup solution for Microsoft 365 for 40 000 users = 30</b></p> <p><b>Incomplete or no</b> clearly detailed solution and proposed design to cover the <b>Backup solution for Microsoft 365 for 40 000 users = 0</b></p> <p><b>If any of the above is not covered the bidder will score zero (0) points</b></p>	
<p>2</p>	<p><b>ARCHITECTURE, SERVER AND STORAGE HARDWARE:</b> Bidder must provide the following:</p> <p style="padding-left: 40px;"><b>SOLUTION ARCHITECTURE</b> documentation including a detailed architectural diagram focusing on Tiered storage capacity, throughput, redundancy, retention tier, scale out architecture and archiving. <b>SERVER AND STORAGE HAWRDWARE</b></p> <ul style="list-style-type: none"> <li>• 2 x 1 PB Storage (One for production and one for DR Site in synchronization)</li> <li>• Out of the box immutability</li> <li>• Raid self-healing.</li> <li>• Ransomware proof</li> </ul> <p style="padding-left: 40px;">Application Programming Interface integration capability and security (Creating S3 keys and S3 buckets)</p> <p>Solution Architecture (10) Provide Server and Storage Hardware = 10 Unable provide Architecture and Server and Storage Hardware = 0</p>	<p><b>20</b></p>

<p>2</p>	<p><b>Company Experience (20)</b></p> <p>List of backup and disaster recovery projects (of more than 10000 users) that the bidding company completed in the last 8 years. Attach signed reference letters which indicates Project description, timelines, and contact details.</p> <ol style="list-style-type: none"> <li>1. 8 or more projects = 10 points</li> <li>2. 7 projects = 8 points</li> <li>3. 4 – 6 projects = 6 points</li> <li>4. 2-3 projects = 4 points</li> <li>5. 1 projects = 2 points</li> <li>6. No projects = 0 point</li> </ol> <p>Partnership or letter of support from OEM for 2 x 1 PB Storage (One for production and one for DR Site in synchronization)</p> <ul style="list-style-type: none"> <li>• Out of the box immutability</li> <li>• Raid self-healing.</li> <li>• Ransomware proof</li> <li>• Application Programming Interface integration capability and security (Creating S3 keys and S3 buckets)</li> </ul> <p>Provide Partnership or letter of support from OEM = 10                  Unable to Provide Partnership or letter of support from OEM = 0</p>	<p><b>20</b></p>
	<p><b>Experience (Engineers and Project Manager) (15)</b></p> <p>Bidders must provide 3x CVs of bidder employed engineers with technical skills and experience on backup and recovery solution and 1x CV of bidder employed project manager with project management experience in IT</p> <ol style="list-style-type: none"> <li>1. Staff Resource 1 - Engineer 1                         <ul style="list-style-type: none"> <li>- CV with 8 years and more experience = 3</li> <li>- CV with 4 to less than 8 years' experience = 2</li> <li>- CV with 2 to less than 4 years' experience = 1</li> <li>- CV with less than 2 years' experience = 0</li> </ul> </li> <li>2. Staff Resource 2 - Engineer 2                         <ul style="list-style-type: none"> <li>- CV with 8 years and more experience = 3</li> <li>- CV with 4 to less than 8 years' experience = 2</li> <li>- CV with 2 to less than 4 years' experience = 1</li> <li>- CV with less than 2 years' experience = 0</li> </ul> </li> <li>3. Staff Resource 3- Engineer 3                         <ul style="list-style-type: none"> <li>- CV with 8 years and more experience = 3</li> <li>- CV with 4 to less than 8 years' experience = 2</li> <li>- CV with 2 to less than 4 years' experience = 1</li> <li>- CV with less than 2 years' experience = 0</li> </ul> </li> <li>4. Staff Resource 4 - Project Manager                         <ul style="list-style-type: none"> <li>- CV with 8 years and more experience = 6</li> <li>- CV with 4 to less than 8 years' experience = 3</li> <li>- CV with 2 to less than 4 years' experience = 1</li> </ul> </li> </ol>	<p><b>15</b></p>

	- CV with less than 2 years' experience = 0  <b>Failure to provide all 4 staff resources will lead to 0 points.</b>	
	<b>Project Manager Certification of proposed solution (15)</b> <b>Certification (Engineers and Project Manager)</b> Bidders must provide technical certification of engineers employed by bidder for proposed solution by OEM, certificates to be provided. 3 x Engineers OEM certified = 10 2 x Engineers OEM certified = 6 1 x Engineers OEM certified = 4 0 x Engineers OEM certified = 0  1 x Project Management Certification (any other related internationally recognised Project management certification i.e PMBOK/Prince 2/ Agile/Scrum master) = 5 0 x Project management Certified = 0	<b>15</b>

## **STAGE TWO: PRICE AND SPECIFIC GOALS**

The second stage of evaluation will be on the 90/10 preference point system in terms of which points are awarded to bidders, where 10 points are allocated for preference and 90 points for price only.

The contract will be awarded in terms of the Preferential Procurement Policy Framework Act, (Act 5 of 2000) and Preferential Procurement Regulation 2022.

Price = 90 points

Specific Goals = 10 points

<b>Specific goal</b>	<b>Points</b>	<b>Evidence</b>
Women owned companies	2	BBBEE and full CSD report
Companies owned by people with disability	3	BBBEE and full CSD report
Companies based in the township (TISH)	3	full CSD report or Physical address endorsed by municipality and or valid lease agreement
Companies owned by youth	2	BBBEE and full CSD report
	<b>10</b>	

Failure on the part of a bidder 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.

## TERMS AND CONDITIONS

- The e-Gov reserves the right to terminate the contract in the event that there is clear evidence of deviations as per agreed specifications.
- The e-Gov reserves the right to appoint more than one service provider.
- The successful Service Provider will have to enter into a service level agreement (SLA) with the e-Government.
- E-Gov will use its discretion for the vetting of the successful bidder.
- The successful bidder cannot cede the contract to any other provider after the appointment unless written approval is obtained from e-Gov.
- Generally, timeframes cannot be set before entering into a formal agreement. As such, the duration of any given assignment/project will depend mainly on the nature and scope of the work to be done. Appointed service providers must be available at all stages to provide assistance within the set time frames as requested.

## TIME FRAMES

Output	Period
It is envisaged that this project will run over a period of 36 Months effecting from award and contractual date	36 Months

The details of the processes, timeframes, and deliverables will again be outlined in a service-level agreement that will be signed by the successful bidders.

When deadlines are set, it will be expected of service providers to deliver the required services/goods in a set timeframe, provided that such instructions are issued timeously.

## PENALTIES/WARRANTIES

- If it is shown that errors or shortcomings exist within the service provided, the bidder shall be notified in writing and shall be required to perform corrective services within seven (7) days to remedy such errors at no cost to the e-Gov.
- The e-Gov reserves the right to reject work that does not meet the required standard and engage a different service provider to complete the work. The e-Gov shall serve thirty (30) days' written notice for termination of the contract in the case of non-performance.
- The e-Gov reserves the right to inspect or audit any document pertaining to this contract within three months of the date of expiry of the contract. This may also include queries and complaints.
- Should any audit or inspection reveal that the Service Provider has not complied with any of the terms of this contract, the Service Provider will be liable for the cost of the audit or inspection as well as the cost of any losses incurred by the eGov associated with such non-compliance.
- e-Gov also has the right to terminate the contract at any stage if there is substantive proof of inefficiency in the delivery of the service.

 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	<b>Registered Supplier Confirmation</b>	Page 1 of 1

**THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY**

**PLEASE NOTE:**

SUPPLIERS ARE REQUIRED TO PROVIDE THEIR REGISTERED CENTRAL SUPPLIER DATABASE (CSD) NUMBER \_\_\_\_\_

For confirmation of your supplier number and/or any assistance please call the GPT Call Centre on **0860 011 000**.

Registered Suppliers to ensure that all details completed below are CURRENT.

SUPPLIER DETAILS			
GPT Supplier number			
Company name (Legal & Trade as)			
Company registration No.			
Tax Number			
VAT number (If applicable)			
COIDA certificate No.			
UIF reference No.			
Street Address		Postal Address	
CONTACT DETAILS			
Contact Person		Telephone Number	
Fax Number		Cell Number	
e-mail address		Principal's Id number	
BANKING DETAILS (in the name of the Company)			
Bank Name		Branch Code	
Account Number		Type of Account	

**I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.**

Name(s) & Signature(s) of Bidder(s)
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DATE:	
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# Provincial Supply Chain Management

Financial Statements

Page 1 of 1

## Submission of Financial Statements

The latest financial statements for the last two years are required (except if it is a new or a dormant entity)

- a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.
- b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)
- c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.
- d) If it is a new or dormant entity an opening set of financial statements must be submitted with the tender document. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be attached.
- e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.
- f) In cases where the entity has operated for a period more than a year but less than two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.

## Annexure A

# 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](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

**security**

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.

Js General Conditions of Contract (revised July 2010)