



## **REQUEST FOR BID (RFB)**

**APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE WIDE AREA NETWORK (WAN) AND HOSTING SERVICES FOR THE PUBLIC PROTECTOR SOUTH AFRICA (PPSA) FOR A PERIOD OF 5 YEARS.**

<b>BID NUMBER:</b>	PPSA/2025/BID0016
<b>ISSUE DATE:</b>	05 February 2026
<b>RFB Closing Date and Time:</b>	27 February 2026 AT 11H00AM.
<b>BID VALIDITY PERIOD:</b>	120 Days
<b>BRIEFING SESSION:</b>	N/A
<b>BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE TENDER / BID BOX SITUATED AT:</b>	Public Protector South Africa 175 Lunnon Street Hillcrest Office Park Pretoria, 0083

**PART A  
SBD1  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (PUBLIC PROTECTOR SOUTH AFRICA)</b>					
<b>BID NUMBER:</b>	PPSA/2025/BID0016	<b>CLOSING DATE:</b>	27 FEBRUARY 2026	<b>CLOSING TIME:</b>	11H00
<b>DESCRIPTION</b>	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE WIDE AREA NETWORK (WAN) AND HOSTING SERVICES FOR THE PUBLIC PROTECTOR SOUTH AFRICA (PPSA) FOR A PERIOD OF 5 YEARS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
175 LUNNON STREET					
HILLCRESS OFFICE PARK					
HILLCREST					
0083					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	TIYANI THUKETANE		CONTACT PERSON	KABELO LEKALAKALA	
TELEPHONE NUMBER	(012) 366 7252		TELEPHONE NUMBER	(012) 366 7014	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	<a href="mailto:TiyaniT@pprotect.org">TiyaniT@pprotect.org</a>		E-MAIL ADDRESS	<a href="mailto:Kabelol@pprotect.org">Kabelol@pprotect.org</a>	
<b>SUPPLIER INFORMATION</b>					
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:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	
<i>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		<i>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
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? ☐ YES ☐ NO  
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

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

**2. TAX COMPLIANCE REQUIREMENTS**

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: _____	BID NO.: <u>PPSA/2025/BID0016</u>
CLOSING TIME 11:00	CLOSING DATE: <u>27 FEBRUARY 2026</u>

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

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

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

NO.	ITEM DESCRIPTION	COSTS PER MONTH EXCL. VAT	VAT @15%	COSTS PER MONTH INCLUSIVE OF VAT	TOTAL PRICE INCLUDING 15% VAT OVER THE CONTRACT PERIOD
	<b>1. RECURRING SERVICES</b>	<b>A</b>	<b>B ( A x 15%)</b>	<b>C ( A + B)</b>	<b>D ( C x 60 months)</b>
1.1	WAN Connectivity: 38 x WAN network lines Including WAN security, DNS services, Quality of Service and Routing functions (a breakdown price sheet per office to be provided)	R	R	R	R
1.2	Internet Service: 2 x Internet Line running concurrently and related security including firewall, proxy, DNS, mail relay services and internet content filtering system.	R	R	R	R
1.3	Website service: 1 x Website design implementation and full management (including data migration from the current website)	R	R	R	R
1.4	Secure WAN Remote Access Service	R	R	R	R

<b>Total Costs for the WAN, Website service, Remote Access service and Firewall services. ( NB: A cost breakdown per service must be provided, this MUST include maintenance, support and security of all above services)</b>	R	R	R	( E )R
<b>E - TOTAL COSTS FOR RECURRING SERVICES</b>				

NO.	2. ONCE OFF COSTS	COST EXCL. VAT	VAT @15%	ONCE OFF TOTAL COSTS INCLUSIVE OF VAT
		F	G ( F x 15%)	H ( F + G)
1.6	Total Design, Installation and Configuration Costs (Once-off).A cost breakdown per service to be provided	R	R	R
1.7	Training for 10 personnel on each service ( breakdown must be included)	R	R	R
	<b>Total Costs for once off costs</b>	<b>R</b>	<b>R</b>	<b>( I ) R</b>
				<b>I - TOTAL ONCE OFF COSTS</b>
	<b>3. TOTAL CONTRACT PRICE INCLUDING VAT ( E + I)</b>			<b>R</b>

6. Period required for commencement with project after acceptance of bid .....
7. Estimated no-days for completion of project .....
8. Are the rates quoted firm for the full period of contract?  
\*YES/NO
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ....

## 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? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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:

.....  
 .....

---

<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.

### 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 will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

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

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

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

(a) The applicable preference point system for this tender is the **80/20** preference point system

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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



## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

#### 80/20

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

**NB: Bidder must submit proof as supporting documents for the point's claimed. None submission may render the points not been awarded to the bidder.**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>Historically Disadvantaged individual (HDI)</b>		
Enterprises with ownership of 51% or more by person/s who are black person/s.	10	
Enterprises with ownership of 51% or more by person/s who are women	5	
Enterprises with ownership of 51% or more by person/s who are youth	3	
Enterprise with ownership of 51% or more by person/s with disability	2	
Enterprises with ownership of less than 51% by person/s who are black or less than 51% by person/s who are women or less than 51% by person/s who are youth or less than 51% by person/s with disability	0	
Total	20	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm.....

4.3. Company registration number: .....

4.4. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
  - ☐ One-person business/sole propriety
  - ☐ Close corporation
  - ☐ Public Company
  - ☐ Personal Liability Company
  - ☐ (Pty) Limited
  - ☐ Non-Profit Company
  - ☐ State Owned Company
- [TICK APPLICABLE BOX]

4.5. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that

the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

## TERMS OF REFERENCE

### 1. PURPOSE

1. The Public Protector South Africa (PPSA) is seeking to appoint a reputable and competent service provider to supply the organization with a Software-Defined Wide Area Network (SD-WAN) and website services for a duration of five (5) years.

### 2. BACKGROUND

- 2.1 The Public Protector South Africa (PPSA) invested in a Multiple Protocol Label Switching (MPLS) Wide Area Network (WAN) service with the State Information Technology Agency (SITA). This WAN effectively provides a secure fibre and wireless connectivity for numerous PPSA critical business functions and services such as the Case Management System (CMS), Application Databases, VoIP, Video Conferencing, Electronic Emails, cloud services, firewall services, Virtual Platforms, and general data transmission to geographically separated PPSA offices connected over the WAN.

### 3. SCOPE OF WORK

- 3.1. The PPSA aims to acquire a cost-effective, highly secure, dependable, and responsive WAN that features low latency, is free from jitter, offers high speed, and is a fully managed Software Defined (SD) wide area network (WAN) service. This service is intended to securely and reliably link all branches and offices to the main building and data center located at 175 Lunnon Road, Hillcrest in Pretoria. The Service Provider will be tasked with assuming these services from SITA, starting from 01 April 2026. This SD WAN solution is expected to be available for a duration of five (5) years following the establishment of an agreement with the appointed service provider.
- 3.2. The PPSA has 1 Head Office in Pretoria, 9 provincial offices, 5 regional offices and 4 satellite offices. The institution consists of approximately 567 users and about 250 users are based at head office in Pretoria, a provincial office will have approximately 25 users, a regional office approximately 6 users and a satellite office has about 2 users.
- 3.3. Provision of an acceptable network monitoring, management and reporting system of the proposed solution will be a non-negotiable requirement. The Service Level Agreement will include a penalty clause to be negotiated before the formal acceptance of the bid. The project entails the design, provision, management and support of the following services:

- 3.3.1. A highly secure, robust, responsive and fully managed SD WAN consisting of 19 x PPSA offices that are geographically situated across all South African provinces. A WAN security service that comprises of all required security measures including encryption, firewalls and Intrusion Prevention System (IPS) to secure the SD WAN.
- 3.3.2. Installation, configuration and support of the SD WAN, Security, Quality of Services, Domain Name System (DNS), Mail relay and routing services.
- 3.3.3. A secure and responsive fully managed breakout Internet line that will provide internet access to all PPSA offices.
- 3.3.4. A fully managed new and secure PPSA website to be designed, configured, hosted and supported by the service provider, including data migration from the current website hosted by SITA to the new website.
- 3.3.5. The service provider in collaboration with the PPSA should provide a content management capability for the new website.
- 3.3.6. A fully managed secure end-user remote access service Virtual Private Network (VPN) to securely access applications hosted within the SD WAN from the internet outside the PPSA network, the service must be able to provide the end-user with secure remote access to both current on premise and service provider hosted applications and data bases.
- 3.3.7. The service provider will be required to submit monthly performance and utilization reports to the PPSA in line with SLA metrics.
- 3.3.8. The service provider will be required to provide a project plan and a project team with a diverse skillset inline with PPSA requirements to facilitate the implementation of these services.
- 3.3.9. The service provider will be vetted/screened by the PPSA Security Management Unit in line with PPSA security policies and will be required to sign-nondisclosure agreements.
- 3.3.10. The service provider must Protect information from unauthorised, accidental or malicious modification, destruction and disclosure.
- 3.3.11. The service provider must Adhere to government's Minimum Information Security Standards (MISS).
- 3.3.12. The service provider must sign a Service Level Agreement (SLA)/Contract and allocate an Account Manager / Representative to manage and monitor these services for the duration of the contract.
- 3.3.13. The service provider will be responsible for full migration of all services from SITA, implementation such as installation, configuration and support of the required services including physical visit to PPSA offices during implementation at their own cost.
- 3.3.14. The service provider must establish and maintain incident, problem and change management processes for all PPSA services.

- 3.3.15. The service provider must establish and maintain a backup and disaster recovery functionality and processes for all required PPSA services.
- 3.3.16. The service provider must train PPSA ICT team on network management tools and Communications team on the website content management.
- 3.3.17. The service provider must provide maintenance and support service for all required services. Support to be conducted physically, and remotely whenever deemed necessary by PPSA and the service provider should bear all costs for travelling and accommodation.
- 3.4. In summary, the required PPSA services can be broken down as follows:
  - 3.4.1. Software Define WAN with Intrusion Prevention System (IPS).**
  - 3.4.2. Internet services with a Firewall service**
  - 3.4.3. WAN Remote access services**
  - 3.4.4. Website services**
  - 3.4.5. VPN Remote Connection Services**
  - 3.4.6. Failover services**
- 3.5. PPSA will conduct due diligence by physically visiting the recommended bidder's SD\_WAN hosting centres.

## **4. WAN SERVICE REQUIREMENTS**

- 4.1 The service provider must :
  - 4.1.1 Provide fully managed SD WAN with secure fibre links as primary and Access Point Name (APN) as secondary line running concurrently, to ensure availability.
  - 4.1.2 Ensure Provision of fully managed End-to-End WAN services with managed access links and routers. The links and routers must be configured to achieve high availability, responsiveness, reachability and security.
  - 4.1.3 **Ensure that the IP addresses remain the same.**
  - 4.1.4 Implement highly secure Intrusion Prevention System (IPS) to protect the WAN.
  - 4.1.5 Work with the current service provider in the migration of these IP addresses.
  - 4.1.6 Ceate a network diagram of the solution and update whenever required by PPSA.
  - 4.1.7 In areas where fibre is not available, install two wireless links. This must however be negotiated with the PPSA. PPSA will not accept any alternative primary links in areas where fibre is known to exist and especially where PPSA has fibre connectivity on its current WAN.
- 4.2 Provide necessary hardware and software to be used for the Fully Managed SD WAN service.
- 4.3 Operate, monitor and maintain Core infrastructure.
- 4.4 Ensure that sufficient core bandwidth capacity will cater for PPSA SD WAN services.

- 4.5 Inform PPSA if there are any change requests on the WAN infrastructure (downtime or disruptive changes) at least 5 working days in advance of such change.
- 4.6 Ensure acquisition, supply, installation, configuration and management of customer edge hardware and software requirements including power management.
- 4.7 Ensure that the WAN service is scalable to accommodate for relocation, establishment of new offices through the contract variation process.
- 4.8 Ensure that all network links and routers are fully managed with a network management and monitoring system. PPSA ICT systems administrators should have full access to this WAN monitoring system or client portal to monitor performance and generate reports.
- 4.9 Note that best effort network links will not be accepted.
- 4.10 Provide a highly secure WAN including QoS configuration, provision of DNS, DHCP and routing services.
  - 4.10.1 The Configuration of QoS on site routers according to business priority levels and defined traffic prioritisation percentages as per approved client QoS Policy. The QoS will enable the organization to prioritize traffic and improve network performance.
  - 4.10.2 DNS services will assist the PPSA with name resolution.
  - 4.10.3 Routing of all PPSA network traffic to achieve greater performance.
- 4.11 The following table depicts PPSA bandwidth requirements for the Wide Area Network:

OFFICE	PHYSICAL ADDRESS	REQUIRED WAN NETWORK LINE BANDWIDTH
Head Office	Hillcrest Office Park, 175 Lunnon Rd, Hillcrest, Pretoria, 0002	200Mbps
Johannesburg Provincial Office	10 frazer street, Sage centre, Marshalltown, Johannesburg	30 Mbps
Polokwane Provincial Office	18 Landros Mare Street Polokwane	30 Mbps
Bhisho Provincial Office	Unathi House, Independent Avenue Bhisho (To locate coordinates use, Independence Avenue, Parliament Hill, 5605/ SAPS Bisho to Is opposite PPSA Office)	30 Mbps
Nelspruit Provincial Office	Pinnacle Building Suite 101 1 Parking Street, Nelspruit	50 Mbps
Durban Provincial Office	22nd Floor, Suite 2114, Commercial City Building, Durban	30 Mbps

<b>Bloemfontein Provincial Office</b>	49 Charlotte Maxeke Street, Fedsure Building, 5th Floor, CBD Bloemfontein	30 Mbps
<b>Kimberley Provincial Office</b>	48 Sydney Street Dean Snyders Building Kimberley	30 Mbps
<b>Mafikeng Provincial Office</b>	06 Martin Street Mafikeng	30 Mbps
<b>Cape Town Provincial Office</b>	51 Wale Street, Cape Town	30 Mbps
<b>Mthatha Regional Office</b>	No. 6 Knorff Street, Fortgale, Mthatha (Near University of Walter Sisulu Mthatha Campus or ECDC (Block of Offices in Fortgale) to locate coordinates)	20 Mbps
<b>George Regional Office</b>	1st Floor, South Wing, Bataleur Park, Cnr. Cathedral and Cradock George	20 Mbps
<b>Rustenburg Regional Office</b>	135 Kloppe Street, Old SARS Building Rustenburg	20 Mbps
<b>Phuthaditjhaba Regional Office</b>	Shop No. 1, Naledi Mall, 9866 Mampoti Street, Phuthaditjhaba	20 Mbps
<b>Upington Regional Office</b>	Vloere Building, 56 Nelson Mandela Rd, Upington	20 Mbps
<b>Benoni Satellite Office</b>	Benoni Magistrates Court. Address. 69 Harpur Street, Benoni. Ekurhuleni. Gauteng	8 Mbps
<b>KwaMhlanga Satellite Office</b>	Kwamhlanga Magistrate Court, Kwamhlanga, Mpumalanga	8 Mbps
<b>Port Shepston Satellite Office</b>	Port Shepston Magistrate Court, Port Shepston	8 Mbps
<b>Ixopo Satellite Office</b>	Ixopo Magistrate Court, Ixopo	8 Mbps

## 5 INTERNET SERVICES REQUIREMENTS

5.1. The service provider will :

5.1.1. Be required to set up, manage, support and maintain the Internet Gateway and the Internet application services including firewall, proxy, DNS and mail relay services.



- 5.1.2. Ensure that there is provision of an upstream inbound and outbound internet antispam and antivirus mail filtering system.
- 5.1.3. Be required to provide an internet content filtering system where PPSA can filter content and be able to block websites at user and domain level. PPSA ICT systems administrators should have full access to this system and be able to perform these functions.
- 5.2. 2 x Internet breakout line that will provide Internet services to all PPSA offices is required as follows, the secondline will act as a failover line.

DESCRIPTION	BANDWIDTH
<b>2 x Internet Line with a firewall service</b>	200Mbps Fully Managed Internet Service:  Maximum of 99.9% availability for all traffic with the full bandwidth.

## 6 REMOTE ACCESS SERVICES REQUIREMENTS

- 6.1 The Service Provider to grant a secured access to applications hosted within PPSA WAN from the internet while the user is remote.
- 6.2 The remote access service will enable PPSA employees to access internal applications such as the Case Management System and other application from an internet connection outside the PPSA WAN.
- 6.3 This service will enable PPSA employees to securely access applications and systems that are not published externally.
- 6.4 The WAN remote service must use secure protocols such as VPN, tunnelling and encryption.

## 7 DYNAMIC WEBSITE REQUIREMENTS

- 7.1 The service provider must :
- 7.2 The service provider must design, develop and support a secure, dynamic and intelligent new website for the PPSA.
- 7.3 The service provider will be responsible for full management and maintenance of the website which includes enhancements, update graphical design, user interface layout and content management.
- 7.4 The website must have a function to upload and download reports.
- 7.5 The website must have Google analytics and SEO.
- 7.6 The website should allow PPSA communication unit to manage the content in collaboration with the service provider.

- 7.7 The website should be synchronized with all PPSA social media platforms.
- 7.8 The website must achieve 98% availability.
- 7.9 The service provider will be responsible for support and maintenance of the website including security.
- 7.10 The service provider will be responsible for hosting the website for the duration of the contract.
- 7.11 The service provider will work closely with PPSA Communications Team to deliver on this service.
- 7.12 The website must incorporate artificial intelligence such as a chatbot.
- 7.13 The service provider will be responsible for migrating and managing the website content from the old to the new website including domain name configurations.
- 7.14 The service provider will be responsible for securing the website including providing the SSL certificate for the duration of the contract.
- 7.15 The PPSA Communications team must have permanent remote access to the website for the duration of the contract.
- 7.16 The website must achieve the following critical design principles:
  - 7.16.1 Intelligent website (chatbot)
  - 7.16.2 Seamless navigation
  - 7.16.3 Responsive design
  - 7.16.4 Across the board consistency
  - 7.16.5 High performance
  - 7.16.6 Clear communication
  - 7.16.7 Effective visual language
  - 7.16.8 Hierarchical content structure
  - 7.16.9 Familiar web conventions
  - 7.16.10A professional usability interface
- 7.16.11 The website must have a video player and integrate youtube

## **8 THE BID WILL BE EVALUATED AS OUTLINED BELOW:**

### **8.1 Phase 1 evaluation: Mandatory requirements**

Failure to submit the mandatory requirements will result in automatic disqualification of the bidder:

- 8.1.1 **SD-WAN Hosting Platform Infrastructure Ownership** - The service provider must provide a
  - 1. Electronic Communications Network Service (ECNS) Licence from ICASA
  - 2. Electronic Communications Service (ECS) Licence from ICASA

### **8.2 Phase 2 Evaluation: Administrative Compliance**

Bidders must ensure that they complete and sign SBD documents as indicated below, and

the documents must be submitted as part of the bid document by the closing date and time:

- 8.2.1 Signed SBD 1: Invitation to Bid
- 8.2.2 Completed SBD 3.3
- 8.2.3 Signed SBD 4: Bidders disclosure.
- 8.2.4 Signed SBD 6.1: Preference Points claim form in terms of the Preferential Procurement Regulations 2022
- 8.2.5 The bidder must be registered on Central Supplier Database (CSD): (attach the CSD report with the bid document or provide bidder CSD registration number).
- 8.2.6 Submit proof of the points claimed under specific goals.

Specific goals requirements	Required Proof (Copies)
Enterprises with ownership of 51% or more by person/s who are black person/s.	<ul style="list-style-type: none"> <li>• CIPC registration documents and,</li> <li>• B-BBEE certificate/sworn affidavit and,</li> <li>• South African Identification Document</li> <li>• CSD</li> </ul>
Enterprises with ownership of 51% or more by person/s who are women	<ul style="list-style-type: none"> <li>• CIPC registration documents and,</li> <li>• B-BBEE certificate/sworn affidavit and,</li> <li>• South African Identification Document</li> <li>• CSD</li> </ul>
Enterprises with ownership of 51% or more by person/s who are youth	<ul style="list-style-type: none"> <li>• CIPC registration documents and,</li> <li>• B-BBEE certificate/sworn affidavit and</li> <li>• South African Identification Document</li> <li>• CSD</li> </ul>
Enterprise with ownership of 51% or more by person/s with disability	<ul style="list-style-type: none"> <li>• Letter from the Doctor confirming Disability</li> <li>• Medical certificate</li> <li>• South African Identification Document</li> </ul>

### 8.3 Phase 3 Functionality Evaluation

The service provider must score at least **60 points** out of 100 points on functionality to proceed to phase 4 evaluation. Bidders who score less than 60 points on functionality will be regarded as non-responsive submission.

TECHNICAL EVALUATION CRITERIA	METHOD OF EVALUATION			SUBSTANTIATE
<b>1.1 Company experience: (30)</b>  <b>Requirement:</b> The bidder must demonstrate experience in providing <b>SD-WAN, Website, and Server Hosting</b> services by having successfully completed projects from <b>2016 onwards</b> .				
	<b>Experience Category</b>	<b>Evidence Submitted</b>	<b>Score</b>	
	<b>SD-WAN Projects</b>	3 or more completed SD-WAN projects	15	
		2 completed SD-WAN projects	10	

<p><b>Submission Requirements (Substantiation):</b> Bidders must submit a <b>project list</b> that includes the following for each project:</p> <ul style="list-style-type: none"> <li>• Client name</li> <li>• Services rendered (clearly indicating SD-WAN)</li> <li>• Website &amp; Server Hosting.</li> <li>• Project completion date (2016 onwards).</li> <li>• Client contact person and contact details (email and telephone).</li> </ul> <p><b>Maximum Score for Company Experience: 30 points</b></p> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>• Only projects completed from <b>2016 onwards</b> will be considered.</li> <li>• The evaluation committee reserves the right to verify submitted references.</li> <li>• Failure to submit verifiable project information may result in a score of <b>zero (0)</b> for the affected category.</li> </ul>	<table> <tr> <td></td><td>1 completed SD-WAN project</td><td>5</td></tr> <tr> <td></td><td>No SD-WAN projects</td><td>0</td></tr> <tr> <td><b>Website &amp; Server Hosting Projects</b></td><td>3 or more completed Website and Server Hosting projects</td><td>15</td></tr> <tr> <td></td><td>2 completed Website and Server Hosting projects</td><td>10</td></tr> <tr> <td></td><td>1 completed Website and Server Hosting project</td><td>5</td></tr> <tr> <td></td><td>No Website and Server Hosting projects</td><td>0</td></tr> </table>		1 completed SD-WAN project	5		No SD-WAN projects	0	<b>Website &amp; Server Hosting Projects</b>	3 or more completed Website and Server Hosting projects	15		2 completed Website and Server Hosting projects	10		1 completed Website and Server Hosting project	5		No Website and Server Hosting projects	0	
	1 completed SD-WAN project	5																		
	No SD-WAN projects	0																		
<b>Website &amp; Server Hosting Projects</b>	3 or more completed Website and Server Hosting projects	15																		
	2 completed Website and Server Hosting projects	10																		
	1 completed Website and Server Hosting project	5																		
	No Website and Server Hosting projects	0																		
<p><b>1.2 References: (10)</b> Requirement: Bidders must provide three (3) separate and contactable reference letters, each on the client's official letterhead and signed by the referee, confirming services rendered as follows:</p> <p>One (1) reference letter for SD-WAN services.</p> <p>One (1) reference letter for Server Hosting services.</p> <p>One (1) reference letter for Website services.</p> <p><b>Each reference letter must relate specifically to the service category indicated</b></p>	<table> <tr> <th>Reference Letters Submitted</th><th>Evidence Submitted</th><th>Score</th></tr> <tr> <td>Three (3) separate reference letters</td><td>One letter each for SD-WAN, Server Hosting, and Website services</td><td>10</td></tr> <tr> <td>Two (2) – One (1) separate reference letters</td><td>Any two of the required service categories</td><td>5</td></tr> <tr> <td>None compliant</td><td>Any one of the required service categories</td><td>0</td></tr> </table>	Reference Letters Submitted	Evidence Submitted	Score	Three (3) separate reference letters	One letter each for SD-WAN, Server Hosting, and Website services	10	Two (2) – One (1) separate reference letters	Any two of the required service categories	5	None compliant	Any one of the required service categories	0							
Reference Letters Submitted	Evidence Submitted	Score																		
Three (3) separate reference letters	One letter each for SD-WAN, Server Hosting, and Website services	10																		
Two (2) – One (1) separate reference letters	Any two of the required service categories	5																		
None compliant	Any one of the required service categories	0																		

<p>above. Combined or generic reference letters covering multiple services will not be accepted.</p> <p><b>Maximum score for References =10 points</b></p> <p><b>Submission Requirements (Substantiation)</b></p> <p>Each reference letter must clearly indicate:</p> <ul style="list-style-type: none"> <li>• Client name</li> <li>• Services rendered (SD-WAN, Website, and Server Hosting)</li> <li>• Period during which the services were rendered</li> <li>• Referee name, designation, and contact details (telephone and email)</li> </ul> <p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>• Only projects completed from <b>2016 onwards</b> will be evaluated.</li> <li>• Only <b>signed and contactable</b> reference letters will be considered.</li> <li>• The evaluation committee reserves the right to verify all submitted information.</li> <li>• Failure to submit verifiable evidence may result in a score of <b>zero (0)</b> for the affected criterion.</li> </ul>											
<p><b>1.3 Availability: (15)</b></p> <p>Requirement: The bidder must demonstrate service availability by submitting separate service availability reports for each required service, covering the last five (5) years, indicating a minimum of 99% availability per service.</p>	<table> <tr> <th data-bbox="694 1617 901 1697">Availability Reports Submitted</th><th data-bbox="901 1617 1141 1697">Evidence Submitted</th><th data-bbox="1141 1617 1248 1697">Score</th></tr> <tr> <td data-bbox="694 1697 901 1854">Five (5) separate reports</td><td data-bbox="901 1697 1141 1854">One report per required service, each indicating minimum 99% availability</td><td data-bbox="1141 1697 1248 1854">15</td></tr> <tr> <td data-bbox="694 1854 901 1919">Three ( 3) – Four (4)</td><td data-bbox="901 1854 1141 1919">Reports covering any of the</td><td data-bbox="1141 1854 1248 1919">10</td></tr> </table>	Availability Reports Submitted	Evidence Submitted	Score	Five (5) separate reports	One report per required service, each indicating minimum 99% availability	15	Three ( 3) – Four (4)	Reports covering any of the	10	
Availability Reports Submitted	Evidence Submitted	Score									
Five (5) separate reports	One report per required service, each indicating minimum 99% availability	15									
Three ( 3) – Four (4)	Reports covering any of the	10									

<p>The required services are:</p> <ul style="list-style-type: none"> <li>• <b>Software Defined WAN (SD-WAN)</b> – one (1) report</li> <li>• <b>Internet Service</b> – one (1) report</li> <li>• <b>WAN Remote Access Service</b> – one (1) report</li> <li>• <b>Firewall Services</b> – one (1) report</li> <li>• <b>VPN Services</b> – one (1) report</li> </ul> <p><b>Maximum score for Availability = 15 points</b></p> <p><b>Submission Requirements (Substantiation)</b></p> <p>Bidders must submit availability or uptime reports (Service Level Agreement, performance reports, monitoring system extracts) that:</p> <ul style="list-style-type: none"> <li>• Are issued within the last five (5) years</li> <li>• Clearly indicate minimum 99% service availability</li> <li>• Specify the relevant service(s) covered</li> <li>• Are attributable to the bidder (or its subcontractor where applicable)</li> </ul> <p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>• Reports may be issued per service or combined, provided that each required service is clearly reflected.</li> <li>• The evaluation committee reserves the right to verify the authenticity of submitted reports.</li> <li>• Failure to submit compliant availability evidence may result in a</li> </ul>	separate reports	required services, each indicating minimum 99% availability		
	Two (2) – One (1) separate report	Reports covering any of the required services, each indicating minimum 99% availability	5	
	No compliant reports submitted	No acceptable proof submitted	0	

score of zero (0) for this criterion.			
<b>1.4 Quality of Service (QoS): (15)</b> <b>Requirement:</b> The bidder must submit a detailed Quality of Service (QoS) proposal describing how QoS will be configured and managed for Wide Area Network (WAN) and Internet Line services.  The proposed QoS solution must explicitly prioritise, classify, and manage network traffic for all PPSA technical and business applications and systems, ensuring optimal performance, reliability, and availability. <b>Maximum score for Quality of Service = 15 points.</b>  <b>Submission Requirements (Substantiation)</b> The QoS proposal must, at a minimum, address the following: <ol style="list-style-type: none"> <li>1. Network traffic classification and marking (e.g. applications, protocols, ports)</li> <li>2. Traffic prioritisation and queuing mechanisms for critical PPSA systems</li> <li>3. Bandwidth allocation and congestion management</li> <li>4. Latency, jitter, and packet loss management</li> <li>5. Integration with SD-WAN and Internet services</li> <li>6. Monitoring, reporting, and continuous optimisation of QoS policies</li> </ol>	<b>QoS Proposal Assessment</b>	<b>Evidence Submitted</b>	<b>Score</b>
	Comprehensive QoS proposal	Fully addresses all seven (7) requirements, demonstrates clear prioritisation for PPSA applications, and provides a robust, technically sound QoS configuration approach	15
	Adequate QoS proposal	Addresses 5 to 6 requirements with acceptable technical detail and application prioritisation	10
	Basic QoS proposal	Addresses 4 and below requirements, generic approach, or partial coverage of PPSA applications	5
	No QoS proposal submitted	No evidence submitted	0

7. Governance, change management, and escalation procedures.																													
<b>1.5 Security: (30)</b> <b>Requirement:</b> The bidder must submit a <b>service-specific security proposal</b> detailing how the following services will be secured to protect PPSA systems and information: 1. <b>WAN Service</b> 2. <b>WAN Remote Access Service</b> 3. <b>Firewall Services</b> The proposal must clearly describe the security controls, technologies, and processes that will be implemented for each service. <b>Maximum score for Security = 30 points</b>  <b>Submission Requirements (Substantiation)</b>  For each service listed above, the security proposal must include: <ul style="list-style-type: none"> <li>• Description of security measures and controls implemented.</li> <li>• Access control and authentication mechanisms.</li> <li>• Data protection measures (e.g. encryption, secure access).</li> <li>• Monitoring, logging, and incident response approach.</li> </ul>	<table border="1"> <tr> <td><b>WAN Service</b></td><td>Detailed and relevant redundancy information</td><td>10</td></tr> <tr> <td></td><td>Fair level of relevance</td><td>5</td></tr> <tr> <td></td><td>Not submitted</td><td>0</td></tr> <tr> <td><b>WAN Remote Access Service</b></td><td>Detailed and relevant redundancy information</td><td>10</td></tr> <tr> <td></td><td>Fair level of relevance</td><td>5</td></tr> <tr> <td></td><td>Not submitted</td><td>0</td></tr> <tr> <td><b>Firewall Services</b></td><td>Detailed and relevant redundancy information</td><td>10</td></tr> <tr> <td></td><td>Fair level of relevance</td><td>5</td></tr> <tr> <td></td><td>Not submitted</td><td>0</td></tr> </table>	<b>WAN Service</b>	Detailed and relevant redundancy information	10		Fair level of relevance	5		Not submitted	0	<b>WAN Remote Access Service</b>	Detailed and relevant redundancy information	10		Fair level of relevance	5		Not submitted	0	<b>Firewall Services</b>	Detailed and relevant redundancy information	10		Fair level of relevance	5		Not submitted	0	
<b>WAN Service</b>	Detailed and relevant redundancy information	10																											
	Fair level of relevance	5																											
	Not submitted	0																											
<b>WAN Remote Access Service</b>	Detailed and relevant redundancy information	10																											
	Fair level of relevance	5																											
	Not submitted	0																											
<b>Firewall Services</b>	Detailed and relevant redundancy information	10																											
	Fair level of relevance	5																											
	Not submitted	0																											
<b>TOTAL</b>	<b>100</b>																												



#### **8.4 Phase 4 evaluation: Pricing and Specific goals**

The applicable preference point system for this RFQ is the 80/20 and shall be awarded for:

- (a) Price (80)
- (b) Specific Goals (20)

8.4.1 The points scored for the specific goal will be added to the points scored for price and the total will be rounded off to the nearest two decimal places.

8.4.2 The contract will be awarded to the tenderer scoring the highest points.

8.4.3 If two or more tenders score an equal total number of points, the contract will be awarded to the tenderer that scored the highest points. for specific goals, and if two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

**NB: Bidders quotations and proposal must address the entire terms of reference for this RFB.**

**The PPSA may at its discretion request written clarification on quoted products. Failure to provide the requested clarification within stipulated time may result in disqualification.**

## **PART B**

### **9 General conditions of contracts**

- 9.1 The General Conditions of Contracts (GCC) as set out by the National Treasury will be applicable in all instances

### **10 Other bid requirements**

- 10.1 The PPSA reserves the right to disqualify any bidder who does not comply with any one or more of the required information as indicated below:
- 10.2 If the bidder/s submit their bids without all the data and information requested.
- 10.3 Proposal that did not submit mandatory documents stipulated in the RFP document;
- 10.4 Proposal that fails to comply with the specification.
- 10.5 Proposal that contains any information that is found to be incorrect or misleading in anyway or Bidders who submit information that is fraudulent, factually untrue or inaccurate information.
- 10.6 Bidders who submit incomplete information and documentation according to the requirements of this RFP document.
- 10.7 Bidders who receive information not available to other potential bidders through fraudulent means.
- 10.8 Service providers must declare any interest it has in an assignment.
- 10.9 In the event that any conflict of interest is discovered during the assignment, PPSA reserves the right to summarily cancel the agreement and demand that all information, documents and property of PPSA be returned forthwith.
- 10.10 Price quoted on specific assignments should include VAT and disbursements.

### **11 PPSA reserve the right:**

- 11.1 Not to award or cancel this bid at any time
- 11.2 To negotiate with one or more Preferred or Reserved Bidders identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other Bidder who has not been awarded the status of the Preferred or Reserved Bidder.
- 11.3 To award in part or in full.
- 11.4 To award this bid to one or more bidders.
- 11.5 To negotiate prices of items that are contracted and should these items be available at a competitive price than the contracted price, PPSA will request the current bidder to reduce their price to be inline failing which; these will be purchase out of contract.
- 11.6 To cancel and/or terminate the bid process at any stage, including after the Closing Date and/or

after presentations have been made, and/or after bids have been evaluated and/or after the Preferred Bidders have been notified of their status as such.

- 11.7 To carry out explanatory meetings in order to verify the nature and quality of the services bided for, whether before or after adjudication of the bid at bidder's corporate offices and / or at client sites if so required.
- 11.8 To correct any mistakes at any stage of the bid that may have been in the bid documents or occurred at any stage of the bid process.
- 11.9 The PPSA is entitled to amend any bid conditions, bid validity period, RFP specifications, or extend the bid closing date, all before the bid closing date. All bidders, to whom the RFP documents have been issued and where the PPSA have record of such bidders, may be advised in writing of such amendments in good time and any such changes will also be posted on the PPSA's website under the relevant tender information. All prospective bidders should therefore ensure that they visit the website regularly and before they submit their bid response to ensure that they are kept updated on any amendments in this regard.
- 11.10 The PPSA reserves the right not to accept the lowest priced bid or any bid in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and whose bid is functionally acceptable and/or financially advantageous to the PPSA.
- 11.11 The PPSA reserves the right to request all relevant information, agreements and other documents to verify information supplied in the bid response.
- 11.12 The bidder hereby gives consent to the PPSA to conduct background checks, including FICA verification, on the bidding entity and any of its directors / trustees / shareholders / members.
- 11.13 No attempt may be made, whether directly or indirectly, to canvass any member of PPSA employees before the award of the contract.
- 11.14 Any enquiries must be referred, in writing, to the specified persons.

## **12 Undertakings by the Bidder**

- 12.1 By submitting a bid in response to the RFP, the bidder will be taken to offer to render all or any of the services described in the bid response submitted by it to the PPSA on the terms and conditions and in accordance with the specifications stipulated in this RFP document.
- 12.2 The bidder shall prepare for a possible presentation should PPSA require such and the bidder shall be notified before the actual presentation date. Such presentation may include a practical demonstration of services as called for in this RFP.
- 12.3 The bidder agrees that the offer contained in its bid shall remain binding upon him/her and receptive for acceptance by the PPSA during the bid validity period indicated in the RFP and calculated from the bid closing hour and date such offer and its acceptance shall be subject to

the terms and conditions contained in this RFP document read with the bid.

- 12.4 The bidder furthermore confirms that he/she has satisfied himself/herself as to the correctness and validity of his/her bid response; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid response documents; and that the price(s) and rate(s) cover all his/her obligations under a resulting contract for the services contemplated in this RFP; and that he/she accepts that any mistakes regarding price(s) and calculations will be at his/her risk.
- 12.5 The successful bidder accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under the supply agreement and SLA to be concluded with PPSA, as the principal(s) liable for the due fulfilment of such contract.
- 12.6 The bidder accepts that all costs incurred in the preparation, presentation and demonstration of the solution offered by it shall be for the account of the bidder. All supporting documentation and manuals submitted with its bid will become PPSA property unless otherwise stated by the bidder/s at the time of submission.

### **13 Contract period**

- 13.1 The start date of the project implementation will be confirmed with the successful bidder upon contract negotiations. The initiative is based on deliverables.

### **14 General terms and conditions of contract**

- 14.1 Bidders must complete the attached the General Terms and Conditions of the contract.

### **15 Tax clearance certificate**

- 15.1 Government is committed to reducing supply chain related fraud and ensuring that persons conducting business with the State are not afforded any scope to abuse the supply chain management system.
- 15.2 It is therefore essential to ensure that persons conducting business with the State are tax compliant when participating in tenders or other bidding processes. On 18 April 2016, the South African Revenue Service (SARS) introduced an enhanced TCS system aimed at improving compliance and making it easier for taxpayers to manage their tax affairs.
- 15.3 Implementation of the tax compliance status system
  - 15.3.1 In order to comply with the new TCS system and the condition of bids that a successful bidder's tax matters must be in order, Accounting Officers and accounting authorities of all PFMA complaint institutions must:
  - 15.3.2 Designated officials, preferably from Supply Chain Management Unit, whose function will be to verify the tax compliance status of a bidder on the South African

Revenue Services' Tax compliance status system housed on eFiling.

15.3.3 Utilise the SBD1 issued by National Treasury when inviting bids,

15.3.4 As a bid condition, accounting officer or accounting authorities must request bidders to register on Government's Central Supplier Database and to include in their bid their Master Registration Number (Supplier Number) in order to enable the institution to verify the supplier's tax status on the Central Supplier Database.

15.4 The CSD and tax compliance status PIN are the approved methods to be used to prove tax compliance as the South African Revenue Services (SARS) no longer issues Tax Clearance Certificates but has made provision online, via e-Filing, for bidders to print their own Tax Clearance Certificates which they can submit with their bids or price quotations.

15.5 Accounting Officers are therefore required to accept printed or copies of Tax Clearance Certificates submitted by bidders and verify their authenticity on e-Filing. The verification result will be filed for audit purposes.

15.6 Where a bidder does not submit a tax compliance status PIN but provides a Central Supplier Database (CSD) number, the accounting officer and accounting authority must utilise the CSD number via its website [www.csd.gov.za](http://www.csd.gov.za) to access the supplier records and to verify the bidder's tax compliance status. A printed screen view at the time of verification should then be attached to the supplier's records for audit purposes.

## **16 Counter Conditions**

16.1 Bidder's attention is drawn to the fact that amendments to any of this condition of bid by bidders may result in the invalidation of the bids.

## **17 Fronting**

17.1 The PPSA support the Broad Black Based Economic Empowerment and recognizes that the real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Based on the above (PPSA) condemns any form of fronting.

17.2 The PPSA, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry /investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the

bid/contract and may also result in the restriction of the bidder /contractor to conduct business with the public sector for a period not exceeding ten years. The matter may be reported for criminal investigation and charges in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

## **18 Supplier Performance Management**

- 18.1 Supplier Performance Management is viewed by the PPSA as a critical component in ensuring value for money acquisition and good supplier relations between the PPSA and all its suppliers.
- 18.2 The contract management framework for the subsequent engagement of service providers on the panel for the provisioning or rendering of legal services required by the PPSA, comprises the delivery partner (service provider) appointment letter, the relevant Service Level Agreement, PPSA Litigation Protocols and Litigation Strategy, as well as the PPSA Supply Chain Management Procedure Manual.
- 18.3 The successful bidder shall upon receipt of written notification of an award, be required to conclude a Service Level Agreement (SLA) with the PPSA, which will form an integral part of the supply agreement. The SLA will serve as a tool to measure, monitor and assess the supplier's performance and ensure effective delivery of service, quality and value-add to PPSA's business.
- 18.4 Successful bidders will be required to comply with the above-mentioned conditions, and also provide a scorecard on how their product / service offering is being measured to achieve the objectives of these conditions.

## **19 Screening**

- 19.1 Acceptance of this bid may be subject to the condition that the successful bidder must be cleared by the appropriate authorities to render the service within the organ of the state.

## **20 Conflict of interest, corruption and fraud**

- 20.1 PPSA reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of PPSA or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")
- 20.2 Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct,

including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;

- 20.3 Seeks any assistance, other than assistance officially provided by PPSA, from any employee, advisor or other representative of PPSA in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to PPSA;
- 20.4 Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of PPSA's officers, directors, employees, advisors or other representatives.
- 20.5 Makes or offers any gift, gratuity, anything of any value or other inducement, to any PPSA's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to PPSA;
- 20.6 Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to PPSA;
- 20.7 Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to PPSA;
- 20.8 Has in the past engaged in any matter referred to above; or
- 20.9 Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

## **21 Misrepresentation**

- 21.1 The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that PPSA relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- 21.2 It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by PPSA against the bidder notwithstanding the conclusion of the Service Level Agreement between PPSA and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

## **22 Preparation costs**

- 22.1 The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore,

no statement in this bid will be construed as placing PPSA, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

## **23 Indemnity**

- 23.1 If a bidder breaches the conditions of this bid and, as a result of that breach, PPSA incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds PPSA harmless from any and all such costs which PPSA may incur and for any damages or losses PPSA may suffer.

## **24 Precedence**

- 24.1 This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

## **25 Limitation of liability**

- 25.1 A bidder participates in this bid process entirely at its own risk and cost. PPSA shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

## **26 Tender defaulters and restricted suppliers**

- 26.1 No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. PPSA reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been listed as defaulted with National Treasury by another government institution.

## **27 Governing Law**

- 27.1 South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.



## **28 Responsibility for sub-contractors and bidder's personnel**

- 28.1 A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that PPSA allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and PPSA will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

## **29 Confidentiality**

- 29.1 Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with PPSA's examination and evaluation of a Tender.
- 29.2 No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by PPSA remain proprietary to PPSA and must be promptly returned to PPSA upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.
- 29.3 Some of the information contained in this document may be of a confidential nature and must only be used for purposes of responding to this bid. This confidentiality clause extends to bidder's partners and/ or implementation agents, whom you may decide to involve in preparing a response to this bid.
- 29.4 For purposes of this process, the term "Confidential Information" shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party's strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know-how, architectural information, information contained in a party's software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or un-registered, or otherwise disclosed or communicated before or after the date of this process.
- 29.5 The receiving party shall not, during the period of validity of this process, or at any time thereafter, use or disclose, directly or indirectly, the confidential information of the PPSA (even

if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.

- 29.6 The receiving party shall take all such steps as may be reasonably necessary to prevent the PPSA confidential information coming into the possession of unauthorized third parties. In protecting the receiving party's confidential information, the PPSA shall use the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use or disclosure of the confidential information as the receiving party uses to protect its own confidential information.
- 29.7 Any documentation, software or records relating to confidential information of the PPSA, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process:
- 29.7.1 Shall be deemed to form part of the confidential information of the PPSA,
  - 29.7.2 Shall be deemed the property of the PPSA;
  - 29.7.3 Shall not be copied, reproduced, published or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and
  - 29.7.4 Shall be surrendered to the PPSA on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.

### **30 Proposal documents**

- 30.1 No bids submitted by Facsimile, telegram, email will be considered. It is the bidder's sole responsibility to ensure that the complete bid has been received by the Closing Date and Time. Giving the bid to a courier prior to the Closing Date without actual receipt by PPSA before the Closing Date and Time will not excuse the late delivery of a bid.
- 30.2 If a courier service company is being used for delivery of the bid response, the bid description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed / deposited into the bid box. The PPSA will not be held responsible for any delays where bid documents are handed to the PPSA Receptionist.
- 30.3 Where a bid response is not in the bid box at the time of the bid closing, such a bid document will be regarded as a late bid. It is the PPSA's policy not to consider late bids for tender evaluation.
- 30.4 All documents and correspondence must be in English, failure to comply, the bid proposal will not be evaluated.

30.5 Proposals must be compiled in the following manner:

30.5.1 One (1) original proposal (marked 'original') must be submitted and should not be retyped and One (1) electronic copy (**on memory stick / USB**)

30.5.2 All Annexures, company profiles, CV's, etc., shall form part of the 'ORIGINAL' as well as the 'electronic copy' in memory stick proposals.

30.5.3 All proposals must be delivered **sealed**. The following information shall appear on the outside of the sealed proposal be placed in the bid box at the Main Reception area at, 175 Lunnon Street, Hillcrest Office Park, Hillcrest, Pretoria:

30.5.3.1 Name of bidder;

30.5.3.2 Description of proposal;

30.5.3.3 Bid / tender number;

30.5.3.4 Closing date and time;

30.5.3.5 The name and address of the Bidder must be written on the front or back side of the proposal/envelope.

30.5.4 Bids submitted by bidders which are, or are comprised companies must be signed by a person or persons duly authorised thereto by a resolution of the applicable Board of Directors, a copy of which Resolution, duly certified, must be submitted with the bid.

30.5.5 The bidder should check the numbers of the pages of its bid to satisfy itself that none are missing or duplicated. No liability will be accepted by PPSA in regard to anything arising from the fact that pages of a bid are missing or duplicated.

### 31 Consultation prior to submission of the bid documents

31.1 Bidders shall consult, **in writing**, with the PPSA's officials indicated below should there appear to be any discrepancy, ambiguity or uncertainty pertaining to the meaning or effect of any description, dimension, quality, quantity or any other information contained in this bid. PPSA undertakes to provide clarification in writing to all Bidders, provided that the request is received prior to the closing date and time for clarifications.

Bidding procedure enquiries may be directed to		Technical enquiries may be directed to:	
Contact person	Kabelo Iekalakala	Contact person	Tiyani thuketane
Telephone number	012 366 7157	Telephone number	012 366 7152
E-mail address	<a href="mailto:kabelol@pprotect.org">kabelol@pprotect.org</a>	E-mail address	<a href="mailto:tiyanit@pprotect.org">tiyanit@pprotect.org</a>

## **32 CLARIFICATIONS AND COMMUNICATION**

- 32.1 Bidders are encouraged to submit clarification questions in writing to the Public
- 32.2 Protector South Africa (PPSA) officials mentioned above not later than 17 February 2026 No further questions will be entertained after this period.
- 32.3 The PPSA will respond in writing to queries and distribute to all bidders who attended the briefing session after receipt of questions.
- 32.4 The PPSA may respond to any enquiry in its absolute discretion and the bidder acknowledges that it will have no claim against the PPSA on the basis that its bid was disadvantaged by lack of information, or inability to resolve ambiguities.
- 32.5 Oral communication or instruction by PPSA or its representative shall have no standing in this bid unless and until they have been confirmed in writing.
- 32.6 PPSA accepts no responsibility for the failure of any bidder not receiving notifications or correspondence relating to this bid.
- 32.7 Whilst all due care has been taken in connection with the preparation of this bid, PPSA makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. PPSA, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.
- 32.8 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by PPSA (other than minor clerical matters), the Bidder(s) must promptly notify PPSA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford PPSA an opportunity to consider what corrective action is necessary (if any).
- 32.9 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by PPSA will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 32.10 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

### 33 BIDDER DECLARATION

The bidder hereby declares the following:

We confirm that \_\_\_\_\_ (Bidder's Name)  
will:

- a. Provide a wide area network (wan) and hosting services for the Public Protector South Africa (PPSA) for a period of 5 years
- b. Employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- c. Act with circumspection and treat PPSA fairly in a situation of conflicting interests;
- d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with PPSA;
- f. Avoid fraudulent and misleading advertising, canvassing and marketing;
- g. Conduct business activities with transparency and consistently uphold the interests and needs of PPSA as a client before any other consideration; and
- h. Ensure that any information acquired by the bidder(s) from PPSA will not be used or disclosed unless the written consent of the client has been obtained to do so.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_.

**Print Name of Signatory:** \_\_\_\_\_ **Designation:** \_\_\_\_\_.

**For and on behalf of:** \_\_\_\_\_.

## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

# GENERAL CONDITIONS OF CONTRACT

## TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## 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 markets 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.

## **9 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.

## **10 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.

## **11 Performance security**

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

## **12 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**

- 5.1 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 antidumping 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.