

## Invitation to Tender

**Tender Name: Provision of Managed Public Cloud Services and Supporting Services for the Perishable Products Export Control Board (PPECB).**

**Tender Number: RFP/ICT/CSPWORKSPACE/20255/02**

<b>Date of Issue</b>	03 July 2025
<b>Compulsory Briefing Date &amp; Time</b>	<b>Virtual on MS Teams (Link in the document Page: 19) 10 July 2025 14h30 until 15h30.</b>
<b>Closing Date &amp; Time</b>	25 July 2025 at 11h00
<b>Bid Validity Period from date of Closure</b>	120 Days
<b>Method of Submission</b>	Physical Submission in Tender box: PPECB Head Office, Main Reception and An electronic submission, that must be stored via Microsoft OneDrive
<b>Tender Enquiries</b>	Name of sourcing specialist E-mail: SangoJ@ppecb.com Tel: +27 21 930 1134
<b>PPECB business hours</b>	08:15 – 16:45
<b>Category</b>	ICT



**PPECB**

[www.ppecb.com](http://www.ppecb.com)

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### **CONFIDENTIALITY AND PROPRIETARY NOTICE**

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## **1 Invitation to Tender**

Bidders are invited to tender for the Managed Public Cloud Services and Supporting Services for the Perishable Products Export Control Board (PPECB). The duration of contract is 5 years with option to renew for a further period of 2 years.

Bidders must comply with the instructions of all the requirements of this Invitation to Tender. Non-compliance may lead to a tender not being considered by the PPECB.

The bid and accompanying documents must be carefully parcelled, sealed, and delivered as per the instructions in this document no later than the closing date and time specified on the invitation to tender cover (page 1).

## **2 PPECB Background**

The PPECB is a Schedule 3A national public entity that is constituted and mandated in terms of the PPEC Act, No. 9, of 1983 to perform cold chain services. The PPECB also delivers inspection and food safety services as mandated by the Department of Agriculture under the APS Act, No.119 of 1990.

The PPECB's Executive Authority is the Minister of the Department of Agriculture who appoints the board members. The board comprises of representatives from the perishable product industries.

The PPECB employs ± 1 020 people, who deal with more than 200 products and 500 varieties. There are more than 50 service types, over 30 offices in 13 production regions, at more than 1,500 locations. A large percentage of staff are inspectors and therefore not office bound. In addition to these offices the PPECB also has several sub offices that operate on a seasonal or ad-hoc basis.

The PPECB, mandated by the Minister of the has been delivering end-point inspection services on perishable products destined for export since 1991. Inspectors stationed across the country; deliver inspection services on 200 product types at more than 1500 locations.

The PPECB is responsible for South Africa's cold chain management and ensures that products for export are handled, stored, and transported at specific temperatures and optimum conditions.

Please visit the PPECB's website on [www.ppecb.com](http://www.ppecb.com) for more information on the PPECB.

## **3 Conditions of Tender and Tender Instructions**

### **3.1 Central Supplier Database**

Bidders are required to register on the Central Supplier Database ([Welcome - Central Supplier Database Application \(csd.gov.za\)](http://Welcome-Central-Supplier-Database-Application.csd.gov.za)) and to include their Master Registration Number (Supplier MAAA Number) in SBD1 in order to enable the PPECB to verify the supplier's tax status, company registration, bank details, directors and shareholders.

### **3.2 Cost of proposal preparation**

The PPECB is not liable for any costs incurred by a bidder in the process of responding to this invitation, including post submission tender activities, such as responding to clarification questions, preparing for, and conducting presentations and demonstration, responding to the PPECB due diligence requirements, etc.

### **3.3 Questions from bidders & additional tender information**

Each Bidder must ensure that they are familiar with the Tender Documents and understand the obligations that will apply if the Tender is accepted by the PPECB.

Should the Bidder wish to clarify aspects of this Tender or the acquisition process, they must contact, via email, the officials listed on the Tender cover page. The Bidder must ensure that they use the Tender Number and Name as reference in any communication with the PPECB.

Any queries relating to the Tender Documents must be sent no later than **ten (10) days** before the closing date of Tender. No questions will be responded to after the deadline for submission of questions.

### **3.4 Changes to the specification**

Should it be necessary to revise any part of this specification document, an addendum setting out such revisions will be published on the E-Tenders and the PPECB website.

Any amendment or change of any nature made to this Tender Documents shall only be of force and effect if it is in writing, signed by a PPECB authorized signatory and added to this Tender as an addendum.

### **3.5 Clarification from bidders following tender submission**

The PPECB may request written clarification, documentary evidence or further information regarding any aspect of this Bidder's tender submission. The Bidder must supply the requested information in writing within the time frames stipulated by the PPECB, otherwise the proposal may be disqualified.

### **3.6 Declarations of Interest**

Bidders must make full disclosure where interest exists or may exist between parties under the proposed contract. In the event that a conflict of interest exists between the most advantageous Bidder and the PPECB, and this was not disclosed, the said Bidder's bid will not be accepted. The next most advantageous Bidder will be awarded the contract.

### **3.7 Tender Award**

The award of the tender is subject to receiving approval from the Executive Committee and the Board of the PPECB.

### **3.8 Bidder's Acceptance of Tender Conditions**

By submitting a proposal in response to this Tender, the Bidder acknowledges and accepts all the terms and conditions herein and the evaluation process and criteria.

### **3.9 Document Ownership**

This document and the information contained within it are for vendor use only, for the purposes of preparing a response to this Tender. The document is not to be duplicated and distributed, nor is its information to be disclosed to any third party without PPECB's written permission.

### **3.10 Bidder's Authorised Signatory**

Proposals submitted by companies must be signed by a person or persons duly authorised thereto. The Bidder must provide proof of authority to sign this bid (e.g. resolution of board of directors, etc).

### **Joint Ventures, Consortium or Trusts**

Bidders must submit proof of the existence of joint ventures, consortiums, trusts, partnership, agency and/or distribution arrangements. PPECB will accept signed agreements as acceptable proof of the existence of these agreements. In the B-BBEE Codes, joint ventures, consortiums or trusts are referred to as incorporated joint ventures or unincorporated joint ventures (such as a consortium).

The joint venture, consortium, partnership, agency and/or distribution agreements must clearly set out the names and roles and responsibilities of the Lead Partner in the agreement. The agreement must also clearly identify the Lead Partner, with the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture, consortium, partnership, agency and/or distribution agreement/arrangement. In addition, provide the following information:

- Entity(is) that will be guaranteeing contract performance.
- Date of the agreement formation, if applicable; and
- Details regarding the nature of the agreement between the parties including the proposed percentage division of work between the constituent members. Each party to the Tender, if that party is a subsidiary company, is required to give details of the extent to which the holding company and related subsidiaries and associates are prepared to provide guarantees.

**Failure to submit the listed will result in your bid deemed non-responsive**

**Preference Points for Joint Ventures, Consortiums or Trusts and Partnership Agreements**

A trust, consortium or joint venture and partnership agreement will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture and partnership agreement will qualify for points for their B-BBEE status level as an unincorporated entity, if the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

**3.11 Proposal Withdrawal**

Should the Bidder withdraw the proposal before the proposal validity period expires, the PPECB reserves the right to recover any additional expense incurred by PPECB having to accept any less favourable proposal or the additional expenditure incurred by PPECB in the preparation of a new Tender and by the subsequent acceptance of any less favourable proposal.

**3.12 Extension of Proposal Validity Period**

Should the evaluation of the proposals not be completed within the validity period, PPECB has discretion to extend the validity period. Upon receipt of the request to extend the validity period of the bid, the Bidder must respond within the required timeframes and in writing on whether or not it agrees to hold its original proposal responses valid under the same terms and conditions for a further period.

**3.13 Reference Checks**

In the evaluation of proposal, the PPECB reserves the right to conduct independent reference checks.

**3.14 Additional Information**

The PPECB reserves the right to obtain additional information from the Bidder after the bid closing date to clarify aspects of the Bidder's proposal.

Should such a request be made, the Bidder must respond within the timeframe specified in the request. Should a Bidder fail to respond or respond after the specified deadline, the Bidder's proposal will no longer be considered for further evaluation.

### **3.15 Rejection of proposal**

- 3.15.1 The PPECB reserves the right to reject any proposal found to be inadequate or non-compliant to the Scope of the Terms of Reference.
- 3.15.2 PPECB may reject a bid if does not comply with the instruction of submission of the proposal referred to above
- 3.15.3 No tender will be awarded if the proposed solution does not meet the technical compliance criterion as set out in the tender documents.

### **3.16 Data Protection**

Any personal information and confidential information of the PPECB which may be provided during the bidding process may only be processed by the Bidder for the purposes of this bid.

### **3.17 Disclaimer**

This specification document is an invitation for tender only and not an offer document; answers to it must not be construed as acceptance of an offer or imply the existence of a contract between the parties. By submission of its tender response, bidders shall be deemed to have satisfied themselves with and to have accepted all Terms and Conditions of this Tender. The PPECB makes no representation, warranty, assurance, guarantee or endorsements to bidder concerning the tender, whether with regard to its accuracy, completeness or otherwise and the PPECB shall have no liability towards the bidder or any other party in connection therewith.

### **3.18 Confidentiality**

Some of the information contained in the Tender Documents may be of a confidential nature and must only be used for purposes of responding to this Tender. This confidentiality clause extends to bidder's partners or consortium members whom you may decide to involve in preparing a response to this Tender.

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.

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 PPECB (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.

The receiving party shall take all such steps as may be reasonably necessary to prevent the PPECB's confidential information coming into the possession of unauthorized third parties. In protecting the receiving party's confidential information, the PPECB 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.

Any documentation, software or records relating to confidential information of the PPECB, 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:

- shall be deemed to form part of the confidential information of the PPECB,
- shall be deemed to be the property of the PPECB;
- 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 shall be surrendered to the PPECB on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts thereof.

### **3.19 General legal conditions**

The preparation of response will be made without obligation to acquire any of the items included in any Bidder's proposal or to select any proposal, or to discuss the reasons why such Bidder's or any other proposal was accepted or rejected.

While information in this Tender document has been prepared in good faith, it does not purport to be totally comprehensive, nor to have been independently verified. The PPECB does not accept any liability for its adequacy, accuracy, or completeness, nor does it make representation or warranties with respect to information contained in it, or upon which the Tender is based.

Prior to submitting the proposal, Bidders should satisfy themselves of the accuracy and completeness of all the information submitted. Bidders should be confident that the pricing submitted is sufficient for the company to meet all its obligations in terms of this Tender document and any contract that may result from this Tender process. Failure to do so may lead to disqualification.

### **3.20 Tender submissions**

Bidders are required to submit detailed proposals to demonstrate their ability to provide the services they will deliver on this Tender. A detailed specification of the services required by the PPECB is contained herein.

For further tender instructions, refer to Tender submission instructions, refer to Section 6.

## 4 Terms of Reference

**4.1** The PPECB is seeking to create a cost effective; efficient; world class experience for its users and customers. To achieve the necessary efficiencies PPECB is considering enlisting a supplier to provide it with managed Public Cloud services and Supporting services with the following service objectives: -

**4.2** *Objectives:*

- 4.2.1 To apply best-in-class internal business processes to ensure secure and efficient operations linking to PPECB's strategic objectives;
- 4.2.2 To foster strong relationships with our external partners to support our legislative, regulatory, and programmatic initiatives.
- 4.2.3 To provide thorough and sound advice to enable the PPECB Board to make prudent decisions;
- 4.2.4 To ensure that critical ICT life cycle and Service Management functions and processes are included in all ICT Infrastructure Operations;
- 4.2.5 To ensure that all critical IT life cycle and Service Management functions and processes are defined with clearly delineated roles and responsibilities, touch points and measurements between PPECB and our external service providers (ESPs);
- 4.2.6 To receive managed Public Cloud Infrastructure Services that take into consideration an end-to-end enterprise and life cycle view across all ICT Infrastructure Operations;
- 4.2.7 To fully improve the adoption of Modern Workspace services.
- 4.2.8 To ensure all common activities across ESPs and outsourced engagements have consistent accountabilities between PPECB and ESPs;
- 4.2.9 Fully Improve Cloud end-user satisfaction possible across all aspects of End-User support;
- 4.2.10 To support Cloud platform which includes governance, provisioning services, deployment design and platform maintenance services.
- 4.2.11 To manage all virtual infrastructure assets consistent with our fiduciary and legislated obligations.

Service levels will be managed via an SLA that will be monitored on a monthly basis.

The services will be governed by a five (5) year contract with the option to renew for a further two (2) years.

Please note that although every effort has been made to ensure relevant information is available to you for the purposes of pricing your solution, some technological aspects may have been omitted due to unavailability at the time of publishing this Tender Document.

**The Bidder's Bid must include:**

Annexure A - Company Experience and References

Annexure B – Pricing Schedule

**4.3** *Please provide detailed solutions to the below questions on PPECB service requirements:*

- 4.3.1 The requirement for the purposes of this Invitation to Tender is to supply Managed Private Cloud Services and Support.
- 4.3.2 The table below will provide a high-level description of the PPECB office hours:

#	Service Hours Description:	Hours of Support:
1	<b>Core Hours Support</b>	Mon – Fri 7am – 7pm
2	<b>After Hours Support (Including Weekends and Public Holidays)</b>	24 Hours Mon – Sun

#### 4.4 Priority Descriptions

Incident Level	Service Description	Response Time
Priority Level 1 — Emergency/Urgent <i>Critical Business Impact</i>	The incident has caused a complete and immediate work stoppage affecting a critical function or critical infrastructure component, and a primary business process or a broad group of users (an entire department, floor, site, line of business or external customer). No workaround available. Examples: <ul style="list-style-type: none"> <li>• Major application problem (e.g. TITAN 2.0, etc.)</li> <li>• Severe disruption during critical periods (e.g., month-end processing)</li> <li>• Full WAN; Link Outage</li> <li>• Security violation (e.g. cyber-attack, denial of service, port scanning)</li> </ul>	Core Hours After Hours Weekends Public Holidays
Priority Level 2 — High <i>Major Business Impact</i>	A business process is affected in such a way that business functions are severely degraded, multiple users are impacted, a key user (VIP service) is affected, or a critical function is operating a significantly reduced capacity or functionality. A workaround may be available but is not easily sustainable. Examples: <ul style="list-style-type: none"> <li>• Major data/database or application problem (e.g., TITAN DB)</li> <li>• Security incursion on a non-critical system</li> </ul>	Core Hours After Hours Weekends Public Holidays
Priority Level 3 — Medium <i>Moderate Business Impact</i>	A business process is affected in such a way that certain functions are unavailable to the PPECB staff or a system and/or service is degraded. A workaround may be available. Examples: <ul style="list-style-type: none"> <li>• Telecommunication problem (e.g., Skype for Business, Teleconferencing)</li> <li>• End-User device problem (e.g., hardware, software)</li> <li>• Peripheral problems (e.g., locally attached printer)</li> </ul>	Core Hours After Hours Weekends
Priority Level 4 — Low <i>Minimal Business Impact</i>	An incident that has little impact on normal business processes and can be handled on a scheduled basis. A workaround is available or there is minimal negative impact on a user's ability to perform their normal daily work. Example: <ul style="list-style-type: none"> <li>• "How to" questions</li> <li>• Service requests (e.g., system enhancement)</li> <li>• Preventative maintenance</li> </ul>	Core Hours

#### 4.5 PPECB Service Level Agreement

Service Level Type	Time to respond	Time to resolve Resolved for Priority 1 & 2 deemed as escalation to Microsoft	Target for call resolution as measured against calls logged per month	
Priority 1	15 mins	30 mins		99.99%
Priority 2	20 mins	1 hour		99.95%
			Time to close	Target for call resolution as measured against calls logged per month
Priority 3	30 mins	1 hour	8 hours	99.90%
Priority 4	2 hours	6 hours	2 business days	99.90%
Priority 5	2 hours	8 hours	3 business days	99.90%

\*Priority Levels 1 and 2 will be monitored on a proactive basis by the Supplier's Managed Service Desk.

\*Team on a 24/7 basis to ensure minimal business impact on the PPECB.

\*Priority Levels 3 to 5 will be responded to within Business Hours.

\* Resolution for Priority 4 and 5 requests - where request cannot be resolved within the stipulated times above, the provision of a quote, which specifies the statement of work, effort and time required to complete each request will be considered resolution of the request.

## 5 Service Description

**5.1** This section is intended to provide a detailed description of the services that are delivered within each of the required service lines. Your response should not be limited to what is contained in the service areas if there is more up to date technology available include the details in your response as well as how you would manage the implementation and support.

### 5.2 General Responsibilities

Below is the definition of the RACI model which should form the basis of your response, it is imperative that responsibilities and accountabilities are clearly defined.

Code	Role	Role Detail Description	
R	Responsible	Individual operationally responsible for performing a sourcing activity. Responsible individuals report to the Accountable individual.	Only one individual is accountable for any given activity.  Responsible is a proactive role.

Code	Role	Role Detail Description	
<b>A</b>	Accountable	Individual with final accountability for the results of a sourcing activity. Accountability includes a mandate to dismiss or accept the results by activity as realized by the Responsible individual. This individual also holds the budget to back the mandate.	Only one individual is accountable for any given activity.  Accountable is a reactive role.
<b>S</b>	Supporting	Individuals who support the Responsible individual in realizing the sourcing activity. They actively participate in realizing/executing/performing the activity. Supportive individuals report to the Responsible individual.	Multiple individuals can participate in support of the Responsible individual for any given activity.  Supporting is a proactive role.
<b>C</b>	Consulted	Individuals who should be consulted in realizing/executing/performing the activity, on the scope, budget, time, and value of the activity.	Multiple individuals can be required to be heard for any given activity.  Consulted is a reactive role.
<b>I</b>	Informed	Individuals who need to be informed but have no role in the realization/execution/performance of an activity, other than being informed of the result of the activity.	Multiple individuals can be informed of the results of any given activity.  Informed is a passive role.

**5.2.1 The following table identifies general roles and responsibilities associated with the service profile:**

General Services Roles and Responsibilities	Service Provider	PPECB
1. Provide Services and the supporting processes that support the PPECB business needs, technical requirements, and End-User requirements	R, A	C
2. Approve Services and the supporting processes that support the PPECB business needs, technical requirements, and End-User requirements	I	R
3. Comply with PPECB policies, guiding principles, standards, and regulatory requirements applicable to PPECB for information, information systems, personnel, physical and technical security	R, A	C
4. Develop and maintain an approved comprehensive Standards and Procedures Manual that contains the standards, processes and procedures that will be used in the delivery of all ICT Services. The manual will include clearly delineated roles and responsibilities, touch points and measurements between PPECB and the service provider.	R, A	C

General Services Roles and Responsibilities	Service Provider	PPECB
5. Approve the comprehensive Standards and Procedures Manual that contains the standards, processes and procedures that will be used in the delivery of all ICT Services. The manual will include clearly delineated roles and responsibilities, touch points and measurements between PPECB and the service provider.	I	R
6. Conform to changes in laws, regulations, and policies. Major Service Changes shall be proposed on a project-by-project effort basis to alter the environment to conform to the new requirements.	R	C, A
7. Report performance against Service-Level Requirements (SLRs)	R, A	I
8. Coordinate all Changes to the PPECB ICT systems that may affect the SLAs of the PPECB ICT service operations in conjunction with the PPECB ICT Change Management policy.	R, A	C, I
9. Provide timely creation, updating, maintenance and provision of all appropriate project plans, project time and cost estimates, technical specifications, management documentation and management reporting in a form/format that is acceptable to PPECB for all Private Cloud service operations related projects and major ICT service activities.	R, A	C
10. Adhere to IT service management (ITSM) best practices and Key Performance Indicators (KPIs).	R, A	I
11. Approve the use of the ITSM best practices and KPIs.	C, I	R

### 5.2.2 Service Profile

PPECB requires the services as listed below, please ensure your responses speak to this.

Service Area:	Description:
<b>Azure Partner</b>	<ul style="list-style-type: none"> <li>– Provide PPECB with the Microsoft documentation to allow the supplier to act as PPECB's Microsoft Azure Expert Managed Services Provider (MSP).</li> <li>– Constantly advise PPECB on the capabilities of the different Azure Services</li> </ul>
<b>Tenant management</b>	<ul style="list-style-type: none"> <li>– Perform changes to the tenant and subscription structure</li> </ul>
<b>Billing administration</b>	<ul style="list-style-type: none"> <li>– Provide billing and subscription support</li> <li>– Administrate monthly billing and charging to PPECB in accordance with the month's usage</li> <li>– Provide constant advice on Azure, Azure Marketplace SaaS, and Power BI Embedded structuring, pricing and usage volumes</li> </ul>
<b>Azure administration, operations and support</b>	<ul style="list-style-type: none"> <li>– Ordering, invoicing, reconciliation of Azure related services like Azure Marketplace</li> <li>– Process service requests for the provisioning of Azure Marketplace services</li> <li>– Provide Microsoft Azure Product information updates</li> </ul>
<b>Compliance, data classification and accountability</b>	<ul style="list-style-type: none"> <li>– Provide overall security administration and control of the cloud deployment</li> </ul>

<b>Service Area:</b>	<b>Description:</b>
<b>Data Classification</b>	<ul style="list-style-type: none"> <li>– Provide guidance, advice and recommendations on data classification ensuring the PPECB is aligned to Microsoft Best Practice(s)</li> </ul>
<b>Request fulfilment</b>	<ul style="list-style-type: none"> <li>– Fulfil new infrastructure provisioning requests</li> <li>– Fulfil new infrastructure provisioning requests for new business applications and major migrations</li> </ul>
<b>Support of deployed environment</b>	<ul style="list-style-type: none"> <li>– Provide support and maintenance of the landing zone, including the network, basic platform security options and instances deployed.</li> <li>– Resolve performance problems, service availability problems, integration problems or other deployment problems</li> </ul>
<b>Azure Governance</b>	<ul style="list-style-type: none"> <li>– Maintain the standard build policies for Azure infrastructure as a service, including minimum security configurations for all infrastructure deployed in the PPECB Azure environment</li> <li>– Adhere to azure best practice and client policies.</li> </ul>
<b>Patching</b>	<ul style="list-style-type: none"> <li>– Patching of the virtualized servers and update control for all SaaS deployed components.</li> <li>– Advise PPECB on updates released by Microsoft and what the available delay options are</li> <li>– Apply updates when approved by PPECB</li> </ul>
<b>Virtual network support and maintenance</b>	<ul style="list-style-type: none"> <li>– Support and maintenance of the virtual networks set up in the public cloud</li> </ul>
<b>IP Security Tunnel</b>	<ul style="list-style-type: none"> <li>– Maintain secure tunnel between PPECB network and Microsoft Azure network</li> </ul>
<b>Object and blob storage as a Services</b>	<ul style="list-style-type: none"> <li>– Manage storage containers</li> </ul>
<b>Container Services</b>	<ul style="list-style-type: none"> <li>– Manage security, governance and creation of containers</li> <li>– Manage the storage tiers within the containers</li> </ul>
<b>Web Apps for Containers (PaaS)</b>	<ul style="list-style-type: none"> <li>– Provide PaaS support services when requested</li> </ul>
<b>SendGrid licences via Azure Marketplace</b>	<ul style="list-style-type: none"> <li>– Provisioning of SendGrid licenses via Azure Marketplace</li> <li>– Management and Support of SendGrid configurations on Azure</li> </ul>
<b>Azure Firewall</b>	<ul style="list-style-type: none"> <li>– Management and Support of the Azure Firewall</li> <li>– Reports for annual review of firewall rules and audit</li> </ul>
<b>Azure B2C</b>	<ul style="list-style-type: none"> <li>– Management and Support of PPECB's Azure B2C tenants</li> </ul>
<b>Azure Synapse</b>	<ul style="list-style-type: none"> <li>– Management and Support of PPECB's Synapse workspaces</li> <li>– Provisioning and deployment of Synapse resources</li> </ul>
<b>SonarQube Cloud SaaS license administration</b>	<ul style="list-style-type: none"> <li>– Ordering, invoicing and reconciliation of SonarQube Team licenses</li> </ul>

Service Area:	Description:
<b>DevOps and DevSecOps support</b>	<ul style="list-style-type: none"> <li>– Ongoing user queries and support               <ul style="list-style-type: none"> <li>○ Provide support for users on Azure DevOps and assist with user queries</li> <li>○ Setup of CI/CD pipelines for new project initiatives</li> <li>○ Integrating with various build tools</li> </ul> </li> <li>– Reporting               <ul style="list-style-type: none"> <li>○ Run a workshop with the relevant PPECB teams to understand their reporting requirements from a DevSecOps perspective.</li> <li>○ Setup reporting on SonarCloud and AzureDevOps to fulfil the DevSecOps reporting requirements</li> </ul> </li> <li>– InTune               <ul style="list-style-type: none"> <li>○ Support and manage the integration of DevOps Ci/CD pipelines into Intune</li> </ul> </li> </ul>
<b>SonarQube configurations</b>	<ul style="list-style-type: none"> <li>– Update SonarQube policies for C#, JavaScript and TypeScript</li> <li>– Maintain SonarQube integrations into CI/CS pipelines</li> <li>– Maintain SonarQube quality gates</li> <li>– Setup reporting on SonarQube Cloud to fulfil the DevSecOps reporting requirements</li> </ul>
<b>IT Service Continuity Management (ITSCM)</b>	<ul style="list-style-type: none"> <li>– ICT Service Continuity and Disaster Recovery (DR) Services are the activities associated with providing such Services for Client applications, and their associated infrastructure (e.g., CPU, servers, network, data and output devices) and for PPECB Voice Network Services. PPECB applications, associated infrastructure and Voice Network Services will receive DR Services according to the PPECB ICT Business Continuity Plan.</li> <li>– Supplier will support PPECB's Disaster Recovery through the Supplier's IT Service Continuity Management (ITSCM) services for servers hosted on the Public Cloud platform</li> <li>– Bring about a sustainable improvement in the resilience of the IT services that support PPECB's time and/or critical business processes.</li> <li>– Respond appropriately to damaging events.</li> <li>– Resume the services as quickly as possible.</li> <li>– Provider must demonstrate that it will consistently meet or exceed PPECB's ICT Service Continuity, DR Services and Redundancy requirements.</li> <li>–</li> </ul>
<b>IPC: Cloud based call logging</b>	<ul style="list-style-type: none"> <li>– Service request and problem management via the PPECB's Service Desk</li> </ul>

Service Area:	Description:
<b>Tenant Reporting/ Dashboard</b>	<p>Client Read-Access to all Monitoring and Reporting Tools Consolidated view on all Dashboard on all monitoring Provide usage and availability reports</p> <ul style="list-style-type: none"> <li>– <b><u>Enhances Collaboration:</u></b> Access to monitoring tools allows for better collaboration between the client and the Service Provider. Both parties can have visibility into the same data, facilitating more effective communication and decision-making regarding server performance, issues, and resolutions.</li> <li>– <b><u>Transparency &amp; Accountability:</u></b> Access to monitoring tools promotes transparency and accountability in the service provider-client relationship. To verify independently the service provider's performance, adherence to service level agreements (SLAs), and compliance with contractual obligations based on the data provided by the monitoring tools.</li> </ul>
<b>Capacity Management</b>	<ul style="list-style-type: none"> <li>– <b>Capacity Management Services are the activities associated with ensuring that the capacity of the ICT Service Operations matches the evolving demands of the PPECB business in the most cost-effective and timely manner. The process encompasses the following:</b> <ul style="list-style-type: none"> <li>▪ Monitoring of performance and throughput of ICT Services and supporting ICT components</li> <li>▪ Understanding current demands and forecasting for future requirements</li> <li>▪ Developing capacity plans which will meet demand and SLRs.</li> <li>▪ Developing modeling and conducting simulations to manage capacity.</li> <li>▪ Conducting risk assessment of capacity recommendations</li> <li>▪ Developing and implementing a capacity plan including the financial impact of the Service Towers</li> <li>▪ Undertaking tuning activities</li> </ul> </li> </ul>
<b>Reporting Schedule</b>	<ul style="list-style-type: none"> <li>– Service Level performance monitoring and reporting.</li> <li>– Provide monthly reporting information on compliance; incidents; trends; capacity; root cause and any other issues. Must also include recommendations for improvements.</li> <li>– Drafting of reports for quarterly; monthly and weekly reporting as per SLR's</li> <li>– Monthly service review meetings discussing the above.</li> <li>– Weekly Operational report - Should contain all Incidents (Logged, Resolved, Open).</li> <li>– Monthly Operations Report – This should provide an overview of Incident Management, Request Management and Problem Management statistics for the month.</li> <li>– Monthly post-implementation reporting of all implemented changes</li> <li>– Monthly Hardware Inventory of systems deployed in the public cloud environment</li> <li>– Monthly Cloud platform availability – Should contain availability statistics</li> <li>– Root Cause Analysis reports (Priority 1 and 2 incidents), including details of any rectification plans – This is as required.</li> </ul>

Service Area:	Description:
<b>Incident Management</b>	<ul style="list-style-type: none"> <li>– Log all Incidents and Service Requests by capturing the relevant information in the Supplier Incident Management System</li> <li>– Utilise the Supplier Incident Management System to manage all Incidents and Service Requests.</li> <li>– Determine whether the user is an authorised PPECB end user.</li> <li>– Provide a unique Ticket number as a confirmation of receipt of the contact.</li> <li>– Classify and prioritise Incidents and Service Requests as per the Priority Level Matrix provided for in Section 4.5</li> <li>– First Line Support: <ul style="list-style-type: none"> <li>• Resolve Incidents and Service Requests using remote troubleshooting, where possible.</li> <li>• Should additional bandwidth be required to a Site to facilitate remote support, Supplier will submit a Change Request for approval to PPECB.</li> </ul> </li> <li>– On request by an End User, relay information updated on the Supplier Incident Management System with respect to the status of the Incident or Service Request.</li> <li>– Such status queries will be logged as a Contact.</li> <li>– Automated notifications will be sent to the End User on the following statuses: Open, Pending Customer, Resolved and Re-opened, where such End User information is available.</li> <li>– If no response is received from the End User within 5 (five) calendar days after resolution, the Ticket will be closed automatically.</li> <li>– <b>Priority 1 and 2 Incidents</b> <ul style="list-style-type: none"> <li>• Communicate to PPECB the critical systems list and scenarios that constitute Priority 1 and 2 Incidents, which should be logged via the telephone channel at the Supplier Service Desk.</li> <li>• Accept Priority 1 and 2 Incidents.</li> <li>• Priority 1 and 2 Incidents will be assigned based on the Incident Priority Level Matrix as defined by PPECB and will be reviewed on bi-annual basis.</li> <li>• Such High Impact Incidents will be followed by a telephone call to the assigned Incident Management role for confirmation and escalation.</li> <li>• Record Priority 1 Incidents in the Supplier Service Desk telephony system to inform End Users of Priority 1 Incidents.</li> </ul> </li> </ul>

Service Area:	Description:
<b>Problem Management</b>	<ul style="list-style-type: none"> <li>– Proactively identify and fix issues before users experience any issues using the problem management module.</li> <li>– Document symptoms and analyse the impact of problems to mitigate risk.</li> <li>– Provide temporary workarounds to ensure service availability until the permanent fix is ready.</li> <li>– Make announcements on problems and avoid duplication of incident tickets.</li> <li>– Maintain known error records and enable users to search for them in the self-service portal.</li> <li>– Enable technicians to close a problem and trigger an automatic closure of all linked incidents.</li> <li>– Publish an effective knowledge base articles on resolved problems for future reference.</li> <li>– Identify problem trends with insightful, easy-to-generate reports and come up with permanent solutions.</li> <li>– Work in tandem with other ITSM processes like incident, change, and asset management to ensure a high availability of IT infrastructure.</li> <li>– Log problems from incidents and link similar incidents to the problem.</li> <li>– During problem analysis, acquire critical asset-related information and view relationships in the CMDB.</li> <li>– Initiate a new change from within a problem when a permanent fix is identified.</li> </ul>
<b>Modern Workplace Services</b>	<p>Tailor-made training for PPECB users for Modern Workplace</p> <ul style="list-style-type: none"> <li>– Provisioning of Online tailor-made training material that can be accessed via PPECB's Oracle SaaS <ul style="list-style-type: none"> <li>▪ Preference being that it is housed within Oracle application</li> </ul> </li> <li>– Training content to cover minimum: <ul style="list-style-type: none"> <li>▪ SharePoint</li> <li>▪ One Drive</li> <li>▪ Teams</li> <li>▪ Outlook</li> <li>▪ Word</li> <li>▪ Excel</li> <li>▪ PowerPoint</li> </ul> </li> <li>– Continuous update of the training material when significant updates to the applications have been made by Microsoft</li> </ul>
<b>Power Platform</b>	<ul style="list-style-type: none"> <li>– Maintenance and Support of the PPECB Power Platform</li> <li>– Training of users in being able to create and maintain their own Power Apps</li> <li>– Enabling Power Apps automation via Azure DevOps</li> </ul>
<b>Dynamics 365 Tenant</b>	<ul style="list-style-type: none"> <li>– Maintenance and Support of the D365 Tenant and environments</li> </ul>
<b>Exit Management/Exit Assistance</b>	<ul style="list-style-type: none"> <li>– Service Provider must either provide an exit management plan or strategy to be implemented upon expiry/termination of the Agreement, or agree to the PPECB's standard plan in terms of which it will assist the PPECB to transition to the newly appointed service provider.</li> </ul>

The PPECB reserves the right to terminate without penalty if the successful Bidder is not able to honour the terms and conditions specified by the tender requirements.

## 6 Instructions for Submitting Tender Response

### 6.1 General Submission Instructions

6.1.1 The tender must be submitted in **dual** format:

A **hard copy** submission, which must be delivered to the designated PPECB Tender Box (refer section 6.3 for physical submission instructions); and

An **electronic** submission, which must be stored via Microsoft OneDrive and shared with the email address specified in section 6.4 (refer to section 6.4 for further instructions on the electronic submission)

The hardcopy submission (in the tender box) and the electronic submission (via email) must be delivered to the designated addresses **before** the tender closing date and time. **The hard copy takes precedence should any discrepancies/contradictions be found in the document.**

No late bid responses will be considered.

The tender must be submitted on the Forms of Tender incorporated herein. The forms must be duly signed by each Bidder and submitted in the sequence listed in paragraph 6.2

Envelope submission: Two Envelopes

Proposals must consist of two parts, each of which is submitted in a separate package clearly marked:

**Envelop 1 – Technical Proposal: RFQ/ICT/CSPWORKSPACE/2025/02 - (No Pricing in this envelope)**

Bidders must submit one (1) signed, completed original of the Technical Proposal, together with one (1) electronic copy (in PDF format) via Microsoft One Drive (unencrypted). The envelope must contain all information and documentation relating to the tender. Refer to Structure of the Proposal below.

**No pricing** information must be included in Envelope One (Non-compliance will result in automatic disqualification).

**Envelope 2 – Pricing Proposal: RFQ/ICT/CSPWORKSPACE/2025/02 – Provision of Managed Public Cloud Services and Supporting Services for the Perishable Products Export Control Board (PPECB)**

Bidders must submit one (1) signed, completed original Price Proposal (pricing schedule/schedule of rates as applicable), together with one (1) electronic copy (in MS-Excel format) via One Drive (unencrypted). No technical information must be included in Envelope Two.

#### 6.1.2. Compulsory Briefing

A compulsory briefing session will be held on 10 July 2025 14h30 until 15h30. **This is a compulsory briefing session and failure to attend the meeting will result in your bid declared non-responsive.**

Link: [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_YWI3MDJkNDQtMDFiOS00YzZhLWE1OWItOTNIYjU5Njc2OWFm%40thread.v2/0?context=%7b%22Tid%22%3a%2204002956-6814-4733-a7e6-d104266c1d4a%22%2c%22Oid%22%3a%221e207b07-dd29-4eb6-ba60-8a1ff043700c%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_YWI3MDJkNDQtMDFiOS00YzZhLWE1OWItOTNIYjU5Njc2OWFm%40thread.v2/0?context=%7b%22Tid%22%3a%2204002956-6814-4733-a7e6-d104266c1d4a%22%2c%22Oid%22%3a%221e207b07-dd29-4eb6-ba60-8a1ff043700c%22%7d)

## 6.2 Structure of the Proposal

### Envelope 1: Technical Proposal

1.	Bidder's Cover letter on Company Letterhead
2.	Table of Contents Page
3.	Bidders written technical proposal, providing evidence/support for technical evaluation
4.	Specification document, with the declaration section on page 17, completed and signed by the bidder
5.	SBD 1 – Invitation to Submit Proposal
6.	SBD 4 – Bidder Declaration
7.	SBD 6.1 - Preference Point Claim Form
8.	Valid B-BBEE Certificate ** For a Joint Venture or Consortium, the consolidated B-BBEE certificate of the joint venture or consortium must be submitted
9	Non-Disclosure Agreement -Annexure A
10.	Tax Compliance Pin / Tax Clearance Certificate
11.	In case of a proposal from a joint venture, consortium or subcontracting, the following must be submitted: <ul style="list-style-type: none"><li>• Joint Venture Agreement including split of work and rand value signed by both parties;</li><li>• The Tax Clearance Certificate / Proof Tax Compliance of each joint venture member;</li><li>• Proof of ownership/shareholder certificates/copies of Identity document; and</li><li>• Company registration certificates</li></ul>

### Envelope 2: Pricing Proposal

1.	SBD 3.3 – Pricing Schedule
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## 6.3 Physical Submission - Tender Packaging and Delivery

- 6.3.1 The Technical and Pricing Proposal must be split into two separate envelopes, both sealed, which must then be placed together in an outer envelope or parcel, which must also be sealed.
- 6.3.2 The outer envelope or packaging must be sealed and marked with the following information:

**Tender: RFP/ICT/CSPWORKSPACE/2025/02**

**Venue:** THE PERISHABLE PRODUCTS EXPORT CONTROL BOARD (PPECB)  
45 Silwerboom Avenue  
Platteklouf  
Cape Town, 7500

- 6.3.3 The sealed Tender submission documents must be placed in the Tender Box in the main reception area at the PPECB Head Office no later than the closing date and time stipulated in the Tender Summary Information (refer cover page).
- 6.3.4 Failure to comply with these instructions may result in the tender being considered ineligible.

## 6.4 Electronic Submission

- 6.4.1 An electronic copy must be submitted online via Microsoft OneDrive and shared with email address [sangoj@ppecb.com](mailto:sangoj@ppecb.com) and ppecb-procurement@ppecb.com.
- 6.4.2 The electronic submission must be structured in the same sequence as the physical submission (Individually filed in folders and named accordingly)
- 6.4.3 The electronic copy must be in PDF format with all the relevant documents signed as per hard copy original, but the electronic version must also have the completed pricing matrix in EXCEL format, unencrypted.

## 7 Evaluation Process and Criteria.

The tender evaluation process will be conducted in compliance with the relevant Supply Chain acts (including, the Public Finance Management Act of 1999, Preferential Procurement Policy Framework Act of 2000, etc.), its associated Regulations, and PPECB's Procurement and Preferential Procurement Policies.

The bids will be evaluated based on the following stages and further described below:

- Stage 1 – Administrative/Compliance Evaluation.
- Stage 2 – Mandatory Requirements
- Stage 3 – Functional / Technical Evaluation.
- Stage 4 – Supplier Presentation Evaluation.
- Stage 5 – Price and Preference Evaluation; and
- Stage 6 – Objective Criteria (Risk) Evaluation.

Should a bidder fail on any of the previous stages, they will be disqualified and not be considered for any of the follow-on stages. These different stages are further described below.

### 7.1 Stage 1 – Administrative/Compliance Evaluation

- The bidders will be evaluated on the returnable documents for administrative compliance and to confirm if the bidder meets all the terms and conditions of bid as referenced in this document, including all annexures.

### Stage 2 – Mandatory Requirements

- The bidders must meet the below requirements to proceed further.

Requirement		Comply (Yes/No)
a.	Bidder must provide PPECB with an overarching service management via the ITSM process (Service Desk, Incident Management, Problem Management). (Confirm in writing)	
b.	Bidder must be at minimum, a Microsoft Azure Expert Managed Services Provider (MSP). (Submit valid/updated certificate). The certificate must also be valid/current during the contract period.  <b>In the case of a Joint Venture, the lead partner must be at minimum Microsoft Azure Expert Managed Services Provider</b>	

## 7.2 Stage 3 - Functional / Technical Evaluation

This bid will be evaluated on functionality. The functional / technical evaluation is further sub-divided in the following sub-stages.

### 7.2.1 Weighted/Rated Technical Evaluation

Bidders will be evaluated based on the following Weighted/Rated Technical/Functional Evaluation Criteria.

**Please note: Bidder to provide end to end manage service for the below mentioned service tower. The service should include and clearly stated in the proposal but not be limited to the following aspects. It must also be labelled for ease of reference.**

**\*\*Reference in Proposal - This must be stated in your proposal to score points. 0 points will be awarded if it is not in the proposal.\*\***

No	Technical Evaluation Criteria	Ref. Page	Min Points	Max Points
<b>1. Company Experience</b>	<p>a. The bidder must demonstrate experience in the implementation of the proposed services at a medium size South African organization (Employs more than 200 employees).</p> <p>0-5 years – 0 points More than 5 - 9 years – 5 points More than 9 years – 10 points</p> <p>Complete Annexure A and provide company profile.</p>			10
<b>2. References</b>	<p>Provide a list of contactable references in the format stipulated in <u>Annexure A</u>.</p> <p>References must be in relation to the scope/type of services as per the scope of works. Only reference where the monetary value of the project was/is R 10 million or more will be accepted.</p> <p>3 References or more – 15 Points 2 References – 10 Points 1 References – 0 Points</p> <p>Complete <u>Annexure A</u> fully.</p> <p>Please note that PPECB reserves the right to contact the clients for a reference check. It is therefore important to ensure that the clients listed on the schedule are contactable.</p>			15
<b>3. Compliance</b>	<p>Latest version of ISO/IEC 20000 valid certification - 10 points</p> <p>Latest version of ISO/IEC 19944 valid certification – 10 points</p> <p>No certification – 0 points</p>			20
<b>4. Security Compliance</b>	<p>Provide overall security administration and control of the cloud deployment as guided by the ICT Security Policy and the PPECB Azure Governance – 10 points</p>			10
<b>5. Exit Management/</b>	<p>Service Provider must provide an exit management plan or strategy to be implemented upon expiry/termination of</p>			10

No	Technical Evaluation Criteria	Ref. Page	Min Points	Max Points
<b>Assistance</b>	<p>the Agreement, in terms of which it will assist the PPECB to transition to the newly appointed service provider.</p> <p>Bidder's standard Exit Management Plan/Procedure provided – 10 points.</p> <p>Where bidder does not have a standard plan or procedure, but Bidder is willing to agree to an Exit Management plan – 5 points.</p> <p>No Plan/Procedure submitted and/or no confirmation that bidder is willing to agree to a plan – 0 points</p>			
<b>6.Service Desk</b>	<b>The service should include but not be limited to the following aspects:</b>			<b>5</b>
	a. Provide overarching service management via the ITSM process (Service Desk, Incident Management, Problem Management) - 5 points			5
<b>7.Incident Management</b>	<b>The service should include but not be limited to the following aspects:</b>			<b>10</b>
	a. Fully fledged end to end IM process - 5 points			5
	b. Allocated Incident Manager – 5 points			5
<b>8. Cloud Infrastructure Services</b>	<b>The service should include but not be limited to the following aspects:</b>			<b>155</b>
	a. Azure Tenant Management – 10 points			10
	b. Provision of Billing Administration – 10 points			10
	c. Administration of Azure, operations and Support – 10 points			10
	d. Fulfilment of infrastructure service requests – 10 points			10
	e. Support and maintenance of deployed Azure environment – 10 points			10
	f. Provision of platform support for Microsoft Teams - 10 points			10
	g. Maintain PPECB's Azure governance and adhering to Azure best practice – 10 points			10
	h. Patch the virtualized server environments and update control for all Azure SaaS deployed components and advise PPECB on updates released by Microsoft with available delay options – 10 points			10
	i. Support and maintain the virtual networks setup on Azure – 10 points			10
	j. Maintain the secure traffic tunnel between PPECB network and Microsoft Azure network – 10 points			10
	k. Manage storage containers – 10 points			10
	l. Manage security, governance, creation of containers and storage tiers within containers – 10 points			10
	m. Provision of PaaS support services when requested – 5 points			5
	n. Management and Support of the Azure Firewall and provision of reports for annual review of firewall rules and audit purposes – 10 points			10

No	Technical Evaluation Criteria	Ref. Page	Min Points	Max Points
	o. Management and Support of PPECB's Azure B2C tenants – 10 points			10
	p. Management, Support, provisioning and deployment of Azure Synapse workspaces – 10 points			10
<b>9. Software as a service (SaaS)</b>	<b>The service should include but not be limited to the following aspects:</b>			<b>45</b>
	a. Provisioning of SendGrid licences via Azure Marketplace - 10 points			10
	b. Management and Support of SendGrid Configurations on Azure. – 5 points			5
	c. Ordering, invoicing and reconciliation of SonarQube Team licenses – 10 points			10
	d. Update SonarQube policies for C#, JavaScript and TypeScript – 5 points			5
	e. Maintain SonarQube integrations into CI/CD pipelines – 5 points			5
	f. Maintain SonarQube quality gates – 5 points			5
	g. Setup reporting on SonarQube Cloud to fulfil the DevSecOps reporting requirements – 5 points			5
<b>10. IT Service Continuity Management (ITSCM)</b>	<b>The service should include but not be limited to the following aspects:</b>			<b>10</b>
	a. Supplier will support PPECB's Disaster Recovery through the Supplier's IT Service Continuity Management (ITSCM) services for servers hosted on the Public Cloud platform – 10 points			10
<b>11. Reporting Schedule</b>				<b>50</b>
	a. Service Level performance monitoring and monthly reporting – 5 points			5
	b. Provide monthly reporting information on compliance, trends. Must also include recommendations for improvements. – 10 points			10
	c. Weekly Operational report - Should contain all Incidents – 5 points			5
	d. Monthly Operations Report – This should provide an overview of Incident Management, Request Management and Problem Management statistics for the month. – 10 points			10
	e. Monthly Post-implementation reporting of all implemented changes – 5 points			5
	f. Monthly Hardware Inventory of systems deployed in the public cloud environment – 10 points			10
	g. Root Cause Analysis reports (Priority 1 and 2 incidents), including details of any rectification plans – This is as required. - 5 points			5
<b>12. Reporting/ Dashboard</b>	<b>The service should include but not be limited to the following aspects:</b>			<b>10</b>
	a. Bidder will grant PPECB Read-Access to all Monitoring and Reporting Tools granting us a consolidated view on all Dashboard on all monitoring - 10 Points			10
<b>13. DevOps/ DevSecOps Support</b>	<b>The service should include but not be limited to the following aspects:</b>			<b>45</b>

No	Technical Evaluation Criteria	Ref. Page	Min Points	Max Points
	a. Provide support for users on Azure DevOps and assist with user queries - 10 Points			10
	b. Setup of CI/CD pipelines for new project initiatives - 10 Points			10
	c. Setup reporting on SonarQube Cloud and Azure DevOps to fulfil the DevSecOps reporting requirements - 10 Points			10
	d. Ability to integrate with various build tools via the pipelines – 5 points			5
	e. Support and manage the integration of DevOps CI/CD pipelines into Intune			10
<b>13. Modern Workplace services</b>	<b>The service should include but not be limited to the following aspects:</b>			<b>30</b>
	a. Provisioning of Online tailor-made training material that can be accessed via PPECB's Oracle SaaS - 10 Points			10
	b. Training content to cover as a minimum: SharePoint, One Drive, Teams, Outlook, Word, Excel, PowerPoint – 10 points			10
	c. Continuous update of the training material when significant updates to the applications have been made by Microsoft			10
<b>14. Power Platform Support</b>	<b>The service should include but not be limited to the following aspects:</b>			<b>30</b>
	a. Maintenance and Support of the PPECB's Power Platform			10
	b. Training of users in order to be able to create, maintain and deploy their own Power Aps			10
	c. Enabling Power Platform automation via Azure DevOps			10
<b>15. Dynamics 365 Tenant management</b>	<b>The service should include but not be limited to the following aspects:</b>			<b>10</b>
	a. Maintenance and Support of the D365 Tenant and environments			10
	<b>Total Points</b>			<b>465</b>

### Functional Threshold

The minimum functional threshold is **375 Points**. Bidders who score less than this threshold will be disqualified and not be considered for any further evaluation. In addition to the overall score, the bidders must also score higher than the individual sub-minimum points per criteria, where applicable.

### VERY IMPORTANT:

- **Technical documents must be arranged in sequence of the above criteria in a pack with clearly marked sections according to the headings listed above.**
- **Complete the “Bidder page reference and page number” in the table above to ensure that your responses to the technical evaluation can be located.**

**Stage 4 – Supplier Presentation/Demonstration**

Bidders who meet the required score in Stages 1 to 3, will be further be evaluated under this side. The bidder must present their solution, and the solution must consider/contain the below:

#	Service Tower	Description	Points allocation
1	Incident and Problem Management	<b>The bidder must demonstrate the full incident and problem management.</b> A - Fully fledged end to end Incident Management process. B - Fully fledged end to end Problem Management process.	10
2	Public Cloud Managed Service	<b>The bidder will demonstrate the complete Public Cloud managed service.</b> A – Demonstrate Tenant Management. B – Demonstrate Azure Governance. C – Demonstrate Cloud Cost optimization by ensuring the process of reducing PPECB's over cloud spend by identifying mismanaged resources, eliminating waste	15
4	Software as a Service (BaaS)	<b>The bidder must demonstrate the full Software as a Service managed service</b> A – Demonstrate Support of SendGrid Configurations on Azure B – Demonstrate SonarQube Cloud policy maintenance	10
5	DevOps/ DevSecOps Support	<b>The bidder must demonstrate the full DevOps/DevSecOps service</b> A – Setup reporting on Azure DevOps and SonarQube Cloud to fulfill reporting requirements B – Ability to integrate to various build tools like DacPacs, C – Ability to integrate DevOps pipeline into Intune	10
6	IT Service Continuity Management (ITSCM)	<b>The bidder must demonstrate the complete IT Service Continuity Management service.</b>	10
7	Modern Workplace Services	<b>The bidder must demonstrate the complete Modern Workplace service</b> A - Provisioning of Online tailor-made training material that can be accessed via Oracle Fusion SaaS	10
8	Power Platform Support	<b>The bidder must demonstrate the complete Modern Power Platform service</b> A – Maintenance of Apps B – Enabling Power Platform automation via DevOps	10
9	Dynamics 365	<b>The bidder must demonstrate the complete Dynamics 365 Support</b> A – Azure Synapse Workspace Maintenance B – D365 Tenant Management	10
10	Value-added Services	<b>The bidder must demonstrate value-added services</b>	5
	<b>Total Points</b>		<b>100</b>

The minimum functional threshold is **80 Points**. Bidders who score less than this threshold will be disqualified and not be considered for any further evaluation. In addition to the overall score, the bidders must also score higher than the individual sub-minimum points per criteria, where applicable.

### 7.3 Stage 5 – Price and Preference Evaluation

All bidders that pass all previous stage of evaluation (acceptable bidders) will qualify to be further evaluated on Price and Preference/Specific Goals (B-BBEE).

The bid will be evaluated using the **80/20** preference point system as per the current Preferential Procurement Regulations.

Bidders that passed the previous evaluation stage(s) will be evaluated on one of the following two options:

### 7.4 POINTS AWARDED FOR SPECIFIC GOALS

3.1. 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:

3.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

No	Specific Goal	Supporting Evidence	Preference Points	Number of points claimed (80/20 system) (To be completed by the bidder)
1	Small business including EMEs or QSEs;	Proof of B-BBEE status level of contributor, specifically in line with the respective Sector Codes which the company operates - SANAS Approved certificate or Commissioned affidavit or Annual Financial Statements	<b>Total Points: 20</b> EME = 20 QSE = 20 Generic = 5	
	<b>Total Specific Goals</b>		<b>20</b>	

### 7.5 Stage 6 - Objective Criteria

In terms of Preferential Procurement Regulation 11 and section 2(1)(f) of the Preferential Procurement Policy Framework Act, the PPECB may consider the following objective criteria in the bid award:

- 1) The risk of fruitless and wasteful expenditure to the PPECB;
- 2) The risk of an abnormally low bid;
- 3) The risk of a material irregularity;
- 4) The PPECB reserve the right not to consider bids from Bidders who are currently in litigation with the PPECB; and
- 5) The PPECB further reserve the right not to award this tender to any Bidder based on the proven poor record of accomplishment of the Bidder in previous projects within the PPECB and the referee submitted by the Bidder.

## 8 Financial Proposal

### Points awarded for price

**Note: Bidders are required to complete and return Annexure G - Pricing Schedule that details the total cost of the proposed services. The Bidder's Proposal must set out all pricing assumptions, including the applicable foreign currency exchange rates, applicable indices, and the like.**

All prices must be inclusive of VAT. No variation, to the accepted quote, will be allowed unless the service provider has obtained prior written approval from the PPECB. Quoted prices to be valid for 120 business days and no variation to the accepted quote will be allowed.

**The agreement will be based on variation-based agreement i.e., fixed unit costs will apply throughout the agreement lifecycle.**

A cost estimate for the contract period of each financial year, which must include related assumptions and details that make up a duration of five years.

Bidders must provide explicit and detailed costing model for their solution.

### 8.1. Notes on Quantities and Pricing

- a) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule will result in a bid being declared non-responsive.
- b) Please note that should you have offered a discounted price(s), PPECB will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- c) Suppliers must submit a price schedule in which they set out the total cost breakdown of the prices they have quoted in their proposals.
- d) Please take note that the specified volumes are estimates and subject to change due to the seasonal resourcing fluctuations of the PPECB.
- e) Errors and omissions will not be accepted and only the total price submitted in your bid will be considered.
- f) The Tender must be quoted in its entirety in the pricing schedule. No portion may be left blank – failure to quote on all components will disqualify you from the tender process.
- g) Please ensure that a detailed description accompanies the pricing schedule that describes how the pricing has been derived including all variable costs, value-adds not considered, additional costs that should be factored in as well as the adjustment criteria used.
- h) The Total Cost for all years inclusive of VAT, once-off and variable costs as well as any value-adds will be used for evaluation. Therefore, it is imperative that bidders provide a total cost.

## 9. General Conditions of Contract and Special Conditions of Contract

9.1. The National Treasury's General Conditions of Contract (GCC) will apply and is enforceable on this tender.

PPECB may not amend the GCC but may supplement this with its own Special Conditions of Contract (SCC), which commence **at Paragraph 9.2.**

Where there is a conflict between the GCC and the SCC the provisions of the SCC shall prevail.

## **9.2. Special Conditions of Contract**

The PPECB reserves the right to reject any proposal found to be inadequate or non-compliant to the Terms of Reference.

The PPECB needs to be formally informed of any change/replacement of approved resources.

### **Non-Disclosure of Information**

The successful Bidder will be required to sign a formal agreement with the PPECB.

The Bidder may not intend to assign, in whole or in part, any of its obligations to perform in terms of the contract to any third party, unless prior consent is obtained in writing.

A Bidder may not intend to cede his right to payment in terms of a contract to a third party without prior written consent.

### **Insurance**

The successful bidder will be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all descriptions issued in connection with this Tender.

Upon award of contract and prior to beginning work, the successful bidder must provide proof of insurance. Insurance must be maintained for the duration of the contract.

Bidders are required to provide a sample certificate of insurance that indicates your company's limitations of liability as part of your tender response.

The bidder is to submit a copy of their public liability insurance

### **Assignment and Cession**

A Bidder may not assign, in whole or in part, any of its obligations to perform in terms of the contract to any third party.

A Bidder may not intend to cede his right to payment in terms of a contract to a third party without prior written consent.

### **News and press releases**

Bidders or their agents shall not make any news releases concerning this Tender or the awarding of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with the PPECB.

### **Quality**

The quality of the products/services delivered shall not differ from that specified in Point 7 of this document.

### **Payment**

The PPECB shall pay the price to the appointed Bidder in accordance with the contract signed pursuant to the award of this tender, which payment shall be subject to:

the price being in accordance with the agreed quotes and as per the contract;

the products/services being received and accepted by the PPECB in terms of the contract;

Goods and services VAT being included in the price.

A correct purchase order number being quoted on the tax invoice.

The **payments terms** shall be 30 days from invoice date.

### **Subcontracting after Award**

Should a bidder wish to change or appoint a new subcontractor after award the following conditions will apply.

Any changes to subcontracting arrangements must be done with the prior written approval of PPECB.

#### **Duration of Contract**

This contract and/or Service Level Agreement shall commence on the commencement date and terminate as per the agreement terms signed by both parties,

The duration of the agreement shall be subject to an annual performance review by the PPECB, which shall entitle the PPECB to cancel this agreement if the performance of the services do not meet the required agreed performance standards.

The PPECB reserves the right to terminate without penalty if the successful tenderer is not able to honour the terms and conditions specified by the contract. Further to this, should there be any risk in terms of reputational damage by association the PPECB reserves the right to cancel the contract.

#### **Legal Jurisdiction**

The laws of the Republic of South Africa shall govern this Tender, and any subsequent agreement entered into. Bidders accept hereby that the courts of the Republic of South Africa shall have jurisdiction.

**DECLARATION BY THE BIDDER**

Only Bidders who have completed the declaration below will be considered for evaluation.

Tender No: **RFP/ICT/CSPWORKSPACE/2025/02**

I hereby undertake to render services described in the attached Tender documents to PPECB in accordance with the requirements and task directives / proposal specifications stipulated in the Tender mentioned above at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the PPECB during the validity period indicated and calculated from the closing date of the proposal.

I confirm that I am satisfied with the correctness and validity of my proposal; that the price(s) and rate(s) quoted cover all the services specified in the proposal documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this proposal as the principal liable for the due fulfilment of this proposal.

I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other proposal.

I accept that the PPECB may take appropriate action should there be a conflict of interest or if this declaration proves to be false.

The bidder herewith consents to the processing of it's Personal Information, as defined in the Protection of Personal Information Act 4 of 2013 and any other applicable data protection legislation, for the purposes of the evaluation, adjudication, and appointment of a successful bidder. Where applicable, the bidder warrants that it has obtained the necessary consent to process any personal information of its employees and/or any third parties whose personal information is provided for this bid. The bidder consents that the PPECB may verify personal information, where necessary, with the National Treasury CSD website and any other regulatory/ industry or any accredited/certification bodies. Should the bidder wish to withdraw its consent as discussed above at any time, it must do so in writing and address such notification to the Procurement Manager of the PPECB. The personal information collected for the purpose of this bid will be retained for a period of three years after the bid has been awarded. The bidder further consents to retention of its information including personal information pursuant to this Agreement and agrees that such information may be stored on a private/public cloud hosted in Western Europe/European Union for the relevant retention periods as may be provided for in the PPECB's retention policy.

I confirm that I am duly authorised to sign this proposal.

NAME (PRINT) ..... Signature .....

DESIGNATION .....

WITNESSES:

1 .....

2 .....

### Annexure A – Company Experience & References

Nr	Client	Start Date - End Date (Month- Year)	Nature of service provided	Estimated Contract Value	Number of employees	Contact Person and Details (email and number)

**\*If additional space is required, the bidder may make a copy of the above table and attach.**

### Annexure B – Pricing Schedule (All-inclusive costing)

	Service Line	Once off cost	Variable costing (YIN)	Year 1	Year 2	Year 3	Year 4	Year 5
1	Service Desk (ITSM)							
2	Incident and Problem and Management							
3	Platform Patching							
4	DevOps/DevSecOps							
5	Modern WorkPlace							
6	Supplier Public Cloud services (Split into the various line items)							
7	Reporting dashboard							
8	Exit Management/Exit Assistance (if applicable)							
9	Software as a Service (Saas) (Split into the various line items)							
10	Power Platform Support							
11	Dynamics 365 Tenant Management							
	<b>Total</b>							

**Total Cost for Year 1 to Year 5 inclusive of Once-Off costs and variables**

R

#### Pricing Notes:

1. The Total Cost for all years inclusive of VAT, once-off and variable costs as well as any value-adds will be used for evaluation. Therefore, it is imperative that bidders provide a total cost highlighted (green) above.
2. The bidders must ensure that a detailed description accompanies the pricing schedule that describes how the pricing has been derived including all variable costs, value-adds not considered, additional costs that should be factored in as well as the adjustment criteria used.
3. Refer to the Notes on Pricing for any additional notes.
4. Variable costing used should assume that there are 1000 users. This is purely for evaluation purposes.

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PPECB</b>					
BID NUMBER:	RFP/ICT/CSPWORKSPACE/20255/02	CLOSING DATE:	25 July 2025	CLOSING TIME:	11h00
DESCRIPTION	Provision of Managed Public Cloud Services and Supporting Services for the Perishable Products Export Control Board (PPECB).				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Head Office: 45 Silwerboom Ave, Plattekleof, Cape Town, 7560					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Sango Jikani		CONTACT PERSON	Andile Majodina	
TELEPHONE NUMBER	021 930-1134		TELEPHONE NUMBER	021 930-1134	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	SangoJ@ppecb.com		E-MAIL ADDRESS	AndileM@ppecb.com,	
<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:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<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?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

**PRICING SCHEDULE****Provision of Managed Public Cloud Services and Supporting Services for the Perishable Products Export Control Board (PPECB).**

Name of Bidder.....Bid number..... RFP/ICT/CSPWORKSPACE/20255/02...

Closing Time 11:00 ..... Closing date...25 July 2025.....

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

ITEM	DESCRIPTION				Total Price of Item (ZAR)
1	Total Cost for Year 1 to Year 5 inclusive of Once-Off costs and variables (Annexure C)				
	TOTAL				
	VALUE ADDED TAX				
	TOTAL INCLUSIVE OF VALUE ADDED TAX				

**Pricing Notes:**

***NB!!! Suppliers must submit a price schedule in which they set out the total cost breakdown of the prices they have quoted in their Proposals. Suppliers must provide details on which adjustments will be applied.***

## 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 institution	State

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

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<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.

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

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

### **3 DECLARATION**

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

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

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

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**

*(delete whichever is not applicable for this tender).*

- 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 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### **4. POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

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

No	Specific Goal	Supporting Evidence	Preference Points	Number of points claimed (80/20 system) (To be completed by the bidder)
1	Small business including EMEs or QSEs;	Proof of B-BBEE status level of contributor, specifically in line with the respective Sector Codes which the company operates - SANAS Approved certificate or Commissioned affidavit or Annual Financial Statements	<b>Total Points: 20</b> EME = 20 QSE = 20 Generic = 5	
	<b>Total Specific Goals</b>		<b>20</b>	

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in

addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

# **GOVERNMENT PROCUREMENT**

## **GENERAL CONDITIONS OF CONTRACT**

### **NOTES**

The purpose of this document is to:

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

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

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

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## **General Conditions of Contract**

### **1. Definitions**

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

- |  |  |
|--|--|
| <b>2. Application</b>  | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>   |
| <b>3. General</b>  | <p>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.</p> <p>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 <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>  |
| <b>4. Standards</b>  | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>  |
| <b>5. Use of contract documents and information; inspection.</b> | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| <b>6. Patent rights</b>  | <p>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.</p>   |
| <b>7. Performance security</b>                                   | <p>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.</p>   |

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

**8. Inspections, tests and analyses**

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

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

<b>16. Payment</b>	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
<b>17. Prices</b>	<p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>
<b>18. Contract amendments</b>	<p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
<b>19. Assignment</b>	<p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>
<b>20. Subcontracts</b>	<p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>
<b>21. Delays in the supplier's performance</b>	<p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the 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.</p>

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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

#### **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

**26. Termination  
for insolvency**

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

**27. Settlement of  
Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of  
liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	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.
<b>32. Taxes and duties</b>	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.
<b>33. National Industrial Participation Programme (NIP)</b>	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.



## **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

Entered into between

**1. The Perishable Products Export Control Board**  
(hereinafter referred to as the "PPECB")

**2. The Bidder**  
(hereinafter referred to as the "Bidder")

Individually known as "Party" and Jointly known as the "Parties"

### **INTRODUCTION**

- 1.1 WHEREAS some of the information contained in the Tender Documents and shared at compulsory briefing sessions (if held) or obtained during due diligence may be of a confidential nature and must only be used for purposes of responding to this RFP. This confidentiality clause extends to bidder partners whom you may decide to involve in preparing a response to this RFP.
- 1.2 AND WHEREAS the Parties do not wish such Confidential Information to be disclosed to third parties, or the general public, or to be used by the Receiving Party for his/her own benefit unless such Party has expressly consented to the disclosure of such information.
- 1.3 NOW THEREFORE the Parties agree to the terms and conditions stipulated hereunder.

### **2. DEFINITIONS**

- 2.1 In this Agreement, unless the context indicates otherwise:
  - 2.1.1. "**Agreement**" means this Confidentiality and Non – Disclosure Agreement and any addendums and annexures thereto;
  - 2.1.2. "**Confidential Information**" means any information or data shared by the Disclosing Party which by its nature or content is identifiable as confidential and/or proprietary to the Disclosing Party and/or any third party, or which is provided or disclosed in confidence and which the Disclosing Party or any person acting on its behalf may disclose or provide to the Receiving Party or which may come to the knowledge of the Receiving Party by whatsoever means, including all information relating to the Disclosing Party's current and existing strategic objectives, its business activities, business relationships, technical, scientific, commercial, financial and market information and trade secrets, data concerning its architectural information, demonstrations, processes and machinery, all agreements to which it or its clients is/are a party, information relating to the Services and information relating to its clients and facilities and including in all cases the PPECB

Intellectual Property, PPECB Materials and PPECB Data (where PPECB is the Disclosing Party);

2.1.3. **"Data Protection Legislation"** means any and all laws relating to the protection of data or of Personal Information relevant to a Party, including POPIA, the GDPR (to the extent applicable) and the protection of Personal Information principles agreed to in this Agreement;

2.1.4. **"Data Subject"** means the person (whether natural or juristic) to whom Personal Information relates;

2.1.5. **"Disclosing Party"** means either Party and/or any third party to the extent that it discloses any Confidential Information in terms of this Agreement;

2.1.6. **"Effective Date"** means the date of signature by the Bidder;

2.1.7. **"GDPR"** means the General Data Protection Regulation 2016/679, as amended from time to time;

2.1.8. **"PPECB Data"** means PPECB Materials, data, processes, or information, including but not limited to Personal Information and Confidential Information, relating to PPECB, PPECB's personnel, PPECB board members, the customers of PPECB and PPECB's operations, business activities;

2.1.9. **"PPECB Intellectual Property"** includes but is not limited to;

- all current and future PPECB intellectual property rights of any kind whatsoever and however embodied which may subsist or be capable of protection wheresoever in the world, including (without limitation) patents, trademarks, present and future rights of copyright, rights in and to designs, design rights, drawings, specifications and business methods, rights in and to inventions, topography rights, rights in and to trade secrets, rights in and to trade names, business names, Internet domain names, logos and service marks, the right to keep information confidential and private, rights in and to know-how, rights in and to databases (including rights of extraction), data, source code, registered reports;
- PPECB Confidential Information (to the extent containing intellectual property of PPECB) as well as PPECB's product quality, food safety, orchard inspection, export certification and cold chain standardized applications and methodologies;
- the materials used within the Learning and Development Division to ensure the uniform interpretation and application of the standards and requirements as per the Agricultural Product Standards Act 119 of 1990 and its regulations, the Perishable Products Export Control Act 9 of 1983 and its regulations and the Perishable Products Export Control Bill;
- Standardized product quality and cold chain material knowledge, food safety market access training material;
- the proprietary PPECB software known as TITAN 2.0® and any updates, patches, fixes, upgrades or later versions thereof; and
- all rights and forms of protection of a similar nature or having equivalent effect to any of them which may subsist or be capable of protection as at the Effective Date or thereafter wheresoever in the world,

whether or not any of these is registered and including, but not limited to, applications for any such rights or registration thereof and any goodwill related to or arising from such rights;

- 2.1.10. **"PPECB Materials"** means all products, goods, software, software documentation, documentation, literature, materials, tools, data, information, databases, modules, components, compilations of data, methodologies, processes, policies, procedures, techniques, models, configurations, protocols, routines, interfaces (including API interfaces), reports, plans, notes, files, diagrams, manuals, templates, schematics, correspondence, designs, circuit designs, algorithms, specifications, records, equipment, hardware, servers, computers, platforms, computer code, derivative works, and works of authorship, and irrespective of the form and format of the foregoing and whether tangible or intangible, including without limitation PPECB Intellectual Property;
- 2.1.11. **"Personal Information"** shall have the meaning ascribed thereto in applicable Data Protection Legislation;
- 2.1.12. **"POPIA"** means the Protection of Personal Information Act, No. 4 of 2013, as amended from time to time;
- 2.1.13. **"Process"** shall have the meaning ascribed thereto in applicable Data Protection Legislation;
- 2.1.14. **"Receiving Party"** means the Party, other than the Disclosing Party, to the extent that it receives any Confidential Information from the Disclosing Party;
- 2.1.15. **"Staff"** means any employee, independent contractor, agent, consultant, or other representative of the Bidder; and
- 2.1.16. **"Subcontractor"** means a person other than the Bidder or its Staff who is contracted or appointed by the Bidder to perform any part of or provide the products, perform the services or deliver the obligations undertaken by the Bidder in terms of the Agreement, including its appointed sub-Processors.

2.2 In this Agreement unless the context indicates otherwise, words which refer to:

- 2.2.1 The singular shall include the plural and vice versa;
- 2.2.2 Any reference to a natural person shall include a reference to a juristic person and vice versa;
- 2.2.3 Clause headings shall only be utilised for convenience purposes and shall not be utilised in the interpretation of this Agreement;
- 2.2.4 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 2.2.5 Where any number of days is prescribed in this Agreement same shall be considered to be calendar days and reckoned exclusive of the first and inclusive of the last day unless the last day falls on a Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Sunday or public holiday in the Republic of South Africa;
- 2.2.6 The rule of construction that an agreement shall be interpreted against the party responsible for the drafting or preparation of the Agreement, shall not apply; and
- 2.2.7 The expiration or termination of this Agreement shall not affect those provisions of this Agreement which expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding the fact that the clauses themselves do not expressly provide for this.

### 3. COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the Effective Date and will continue for an indefinite period.

#### **4. CONFIDENTIALITY OF INFORMATION**

- 4.1 The Parties shall keep confidential and shall not disclose to any third party (other than for the purposes of performing services under this Agreement) any of the Confidential Information disclosed to either Party during the discussions or negotiations or implementation of this Agreement or at any time thereafter.
- 4.2 The provisions of 4.1 shall not apply to any Confidential Information which:
  - 4.2.1 is or hereafter becomes part of the public domain (otherwise than as result of a breach of the provisions of 4.1 above);
  - 4.2.2 can be shown to have been lawfully in the possession of the Receiving Party, or its affiliates, prior to its disclosure and is not subject to any existing Contract between the Parties and/or their affiliates;
  - 4.2.3 is acquired by a Party or its affiliates independently from a third party, who lawfully acquired such information without restriction, or information which acquired or developed by a Party or its affiliates independently without access or reference to Confidential Information of the Disclosing Party; or
  - 4.2.4 is disclosed or released with prior written authorisation by the Disclosing Party to satisfy an order of Court or otherwise comply with the provisions of any law or regulation in force at the time.
- 4.3 In the event of termination or cancellation of this Agreement, the Bidder shall return all PPECB Confidential Information to PPECB or destroy such Confidential Information and provide a signed certificate of destruction, at PPECB's election. The signed certificate shall stipulate the action taken in terms of the destruction of the Confidential Information as well as a warranty that the Confidential Information has been destroyed to provide assurance to the PPECB that this has been done.

#### **5. PROTECTION OF PERSONAL INFORMATION**

- 5.1 The Bidder acknowledges that the PPECB is required to Process the Bidder's Personal Information insofar as is necessary for the PPECB to comply with its obligations in terms of the Agreement.
- 5.2 It is recorded that, pursuant to its obligations under the Agreement, the Bidder may be required to Process the Personal Information of Data Subjects in connection with and for the purposes of complying with the Agreement.
- 5.3 The Bidder shall Process such Personal Information only:
  - 5.3.1 in compliance with Data Protection Legislation, the PPECB's instructions and the Agreement;
  - 5.3.2 for purposes connected with performing in terms of the Agreement or as specifically otherwise instructed or authorised by the PPECB in writing.
- 5.4 The Bidder shall treat the Personal Information that comes to its knowledge or into its possession as confidential and the Bidder shall comply with all the provisions of this clause 5, and not disclose such Personal Information without the prior written consent of the PPECB.
- 5.5 The Bidder warrants that it shall secure the integrity of the Personal Information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent:
  - 5.5.1 loss of, or damage to, or unauthorised destruction of the Personal Information; and/or

- 5.5.2 unlawful access to or unlawful Processing of the Personal Information.
- 5.6 In order to give effect to clause 5.5 above, the Bidder shall take reasonable measures to:
- 5.6.1 identify all reasonably foreseeable internal and external risks to the Personal Information in its possession or under its control;
  - 5.6.2 establish and maintain appropriate safeguards against the risks identified;
  - 5.6.3 regularly verify that these safeguards are effectively implemented; and
  - 5.6.4 ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards.
- 5.7 Within 5 Business Days of a request from the PPECB, the Bidder shall provide to the PPECB a written explanation and full details of the appropriate technical and organisational measures taken by or on behalf of the Bidder to demonstrate and ensure compliance with this clause.
- 5.8 The Bidder agrees that it may not modify any Personal Information which comes into its possession in terms of the Agreement, merge it with other data, commercially exploit it or engage in any other practice or activity that may in any manner adversely affect the integrity, security, or confidentiality of such Personal Information, other than as specifically permitted herein or as directed by the PPECB in writing.
- 5.9 In addition to any other obligations set out in the Agreement, the Bidder shall:
- 5.9.1 keep abreast of and comply with Data Protection Legislation at all times;
  - 5.9.2 limit further access to and disclosure of the Personal Information only to Staff who need to have access to such Personal Information to enable the Bidder to perform its obligations in terms of the Agreement;
  - 5.9.3 deal promptly and properly with all reasonable inquiries from the PPECB relating to the Bidder's Processing of the Personal Information and provide to the PPECB copies of the Personal Information in the format reasonably specified by the PPECB;
  - 5.9.4 promptly inform the PPECB of its inability to comply with the PPECB's instructions and this clause 5.2, in which case the PPECB is entitled to suspend the Bidder's access to the Personal Information and/or terminate the Agreement;
  - 5.9.5 provide the PPECB with full co-operation and assistance in relation to any requests for access to Personal Information or requests for the correction of Personal Information or complaints made by Data Subjects; and
  - 5.9.6 at the request of the PPECB or any regulatory body, submit its Personal Information Processing facilities for an audit of the Processing activities covered by the Agreement.
- 5.10 The Bidder shall notify the PPECB in writing:
- 5.10.1 within 1 Business Day or otherwise as soon as reasonably possible if any Personal Information has been or is reasonably believed to have been accessed or acquired by an unauthorised person or if a breach has occurred with reference to its use of the Personal Information under the Agreement. Such notification must provide sufficient information to allow affected individuals to take measures against the potential consequences of the compromise, including, if known to the Bidder, the identity of the unauthorised person who may have accessed or acquired the Personal Information;
  - 5.10.2 within 3 Business Days of receipt thereof, of any request for access to Personal Information or correction of Personal Information or complaints received by the Bidder and provide the PPECB with full details of such request or complaint; and
  - 5.10.3 promptly of any legally binding request for disclosure of Personal Information or any other notice or communication which relates to the Processing of the Personal Information from any regulatory, supervisory, or governmental body whatsoever.

- 5.11 The Bidder acknowledges and agrees that the PPECB and/or the applicable Data Subject retains all right, title, and interest in and to the Personal Information. The Bidder shall not possess or assert any lien or other right against or to such Personal Information and no such Personal Information shall be sold, assigned, leased, or otherwise disposed of to third parties by the Bidder or commercially exploited by or on behalf of the Bidder or its Staff.
- 5.12 Where applicable, the Bidder shall not be entitled to transfer Personal Information and other information, including Confidential Information, to a foreign country unless:
- 5.12.1 the Bidder is subject to Data Protection Legislation in such foreign country or binding corporate rules which provide an adequate level of protection that effectively upholds the protection of Personal Information principles contained in the Agreement; and
- 5.12.2 the PPECB consents in writing to such transfer of Personal Information to the foreign country in question.
- 5.13 The obligations in this clause 5 shall also apply to and extend to any Personal Information disclosed or received by the Bidder prior to the signature date of the Agreement.
- 5.14 The Bidder warrants that, where it discloses Personal Information to the PPECB, that it has obtained the necessary consent of the relevant Data Subject whose Personal Information it is disclosing under the Agreement and/or is otherwise authorised to make such disclosure to the PPECB in accordance with Data Protection Legislation.
- 5.15 The Bidder indemnifies the PPECB and holds the PPECB harmless from all losses, liabilities, penalties, fines, damages and claims, and related costs and expenses (including legal fees on the scale as between attorney and client, interest, and penalties) arising from any claim or action brought against the PPECB due to the Bidder's breach of the provisions of this Agreement.
- 5.16 Notwithstanding any other provision in the Agreement, this clause 5 shall survive any termination, cancellation, or expiration of the Agreement.

## **6. INTELLECTUAL PROPERTY**

- 6.1 All Intellectual Property Rights belonging to a Party and/or its licensors prior the Effective Date will remain vested in that Party and/or its licensors.
- 6.2 Unless agreed by the Parties to the contrary, reduced to writing and signed by both Parties, all Intellectual Property rights in all proposals and documentation furnished by the PPECB in or in relation to this Agreement are and shall remain at all times vested in the PPECB.
- 6.3 All Intellectual Property Rights in and to any PPECB Materials shall vest in and shall remain vested in PPECB and where the Bidder is provided access to any PPECB Materials, the Bidder shall use such PPECB Materials strictly in accordance with the terms of this Agreement. The Bidder shall perform all such actions and take all such steps as may be reasonably required for the purpose of preserving or perfecting such vesting and shall only use PPECB Intellectual Property in accordance with this Agreement.
- 6.4 In the event of termination or cancellation of this Agreement, the Bidder shall return all PPECB Intellectual Property to PPECB.
- 6.5 Neither Party's trademarks nor brands shall be used by the other Party for any purpose without obtaining prior written consent of the relevant Party and then only in the manner prescribed.

## **7. BREACH**

- 7.1 In the event that any Party (Defaulting Party) breaches any terms of this Agreement and fails to remedy such breach within 14 (FOURTEEN) business days of receipt of written notice by the other Party (Aggrieved Party) calling upon it to remedy such breach:
  - 7.1.1 Without prejudice to any other rights or remedies, the Parties acknowledge and agree that, in the event of any breach of this Agreement, the Aggrieved Party would irreparably and immediately suffer injury and damages would not be an adequate remedy for any breach of the provisions of this Agreement.
  - 7.1.2 If the Defaulting Party fails to remedy the breach within the period specified in such notice the Aggrieved Party shall be entitled to enforce the performance of the provisions of this Agreement by interdict or specific performance.
  - 7.1.3 Any such remedy shall be in addition to and not in lieu of any other remedies available at law, including monetary damages.

## **8. GENERAL**

- 8.1 The Parties agree that this Agreement embodies the entire agreement between them and confirm that:
  - 8.1.1 this Agreement contains all the express provisions agreed on by the parties with regard to the subject matter of the Agreement and the parties waive the right to rely on any alleged express provision not contained in this Agreement;
  - 8.1.2 no Party to this Agreement may rely on any representation which allegedly induced that Party to enter this Agreement;
  - 8.1.3 none of the terms and conditions of this Agreement are capable of being waived, amended, added to, or deleted unless such waiver, amendment addition or deletion is reduced to writing and is signed by the Parties hereto;
  - 8.1.4 no indulgence granted by a Party shall constitute a waiver or abandonment of any of that Party's rights under this Agreement and accordingly that Party shall not be precluded, as a consequence of having granted that indulgence, from exercising any rights against the other Party which may have arisen in the past or which may arise in the future.
- 8.2 No addition to or variation, consensual termination or novation of this Agreement, and no waiver of any right arising from this Agreement or its breach or termination shall be valid or enforceable unless it is in writing and signed by all the Parties or their duly authorised representatives. For the purpose of this clause, a data message (within the meaning defined in the Electronic Communications and Transactions Act, no 25 of 2002) shall not be regarded as meeting the requirements of being in writing and signed.
- 8.3 The Bidder shall not cede, assign, abandon or transfer any of its rights and/or obligations in terms of this Agreement (whether in part or in whole) or delegate any of its obligations in terms of this Agreement, without the prior written consent of the PPECB.
- 8.4 The Parties undertake to do all such things, perform all such actions and to take all such steps and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and/or import of this Agreement.
- 8.5 The Parties shall at all times exhibit the utmost good faith to each other.

- 8.6 The Parties warrant that they have read and understood the terms and conditions of this Agreement.
- 8.7 The representatives of the Parties warrant that they are duly authorised to sign this Agreement on behalf of the Parties.
- 8.8 The setting aside or suspension of any provision contained in this Agreement shall not render the Agreement void but instead the provision shall be severed from this Agreement or altered by a court of competent jurisdiction (if it is reasonable to do so having regard to the Agreement as a whole).

**REPRESENTING the Bidder**

SIGNED AT \_\_\_\_\_ on this day \_\_\_\_\_  
of \_\_\_\_\_ 2024.

**AS WITNESS:**

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**the Bidder**