



NSFAS

National Student Financial Aid Scheme

Request for Proposal

Cloud Based Information Technology Service Management Solution for a period of 48 months.

Date issued	19 May 2023	RFP number:	SCMN002/2023
Closing Date:	23 June 2023	Closing Time:	11H00

INVITATION TO BID (SBD1)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL STUDENT FINANCIAL AID SCHEME (NSFAS)					
BID NUMBER:	SCMN002/2023	CLOSING DATE:	23 JUNE 2023	CLOSING TIME:	11:00AM
DESCRIPTION	Cloud Based Information Technology Service Management Solution for a period of 48 months.				
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN TO THE NSFAS TENDER BOX LOCATED AT:					
4 Christiaan Barnard Street, City Centre, Cape Town, Ground floor.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	SCM	CONTACT PERSON	SCM		
TELEPHONE NUMBER	021 763 3200	TELEPHONE NUMBER	021 763 3200		
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	SCM@NSFAS.ORG.ZA	E-MAIL ADDRESS	SCM@NSFAS.ORG.ZA		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
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	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1 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]	2 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]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:

1. Purpose

The NSFAS ICT department Service and Operations units require a comprehensive ticketing tool to manage all operations, including, Service desk calls management, incidents, service requests, ICT assets, to automate incident workflow, create and publish service catalogue, manage problems, changes, and project management.

NSFAS seeks proposals from suitably qualified bidders to provide a managed cloud-based platform, that composes of licenses, training, and consulting services for a period of four (4) years, renewable. The successful service provider will be required to implement the proposed solution at NSFAS and perform data migration from the current ITSM [Information Technology Services Management] platform to the new proposed solution.

The bidder must demonstrate in the proposal that the various requirements stipulated in this document can be met. The following capabilities and more processes must be supported by the system.

- Incident Management
- Problem Management
- Change Management
- Asset Management
- Configuration Management and Database (CMDB)
- Purchase Management
- Contract Management
- Resource Management
- Project Management
- Release Management
- Service Catalogue
- Enterprise Service Management
- Self-Service Management
- Service Level Management
- Knowledge Management
- Reporting
- Advance data analysis & visualisation
- User Surveys
- Request Life Cycle
- Integration

2. Project Background

The National Student Financial Aid Scheme (NSFAS) is a schedule 3A public services entity operating under the stewardship of the Department of Higher Education, Science, and Innovation. The mandate of the NSFAS is to provide financial aid to all eligible public universities and Technical and Vocational Education and Training (TVET) college students from poor and working-class families in line with the NSFAS Act (Act No. 56 of 1999). NSFAS is located at 4 Christiaan Barnard Street, City Centre, Cape Town.

The NSFAS ICT department has been using an IT Service Management (ITSM) tool, the current license contract is coming to an end in October 2023.

The NSFAS ICT Department requires a tool that will play a critical role to enable NSFAS ICT to also comply to governance requirements. The tool will be used to log, track, and escalate internal and external stakeholder queries (Incidents or requests) and be used to make available critical management reports regarding SLA adherence and the types of queries being received.

The table below summarizes the steps that NSFAS follows to evaluate bidder proposals.

Phase	Description
Phase 1: Mandatory requirements evaluation	All bids must comply with the mandatory requirements of the bid and failure to comply with any of these requirements will immediately disqualify the bidders bid. Bidders who pass the mandatory requirements evaluation will proceed for evaluation for the functional evaluation.
Phase 2: Functional evaluation	Bidders are required to achieve a combined minimum score of 70% for the evaluation criteria to be evaluated for Phase 3.
Phase 3: Price and Specific Goals	The 80/20 Preference Point System will be used to determine the recommendation for award.

3. Mandatory Requirements

All bids must comply with the mandatory requirements and failure to comply with any of these requirements will immediately disqualify the bid.

No.	Mandatory requirement	Page reference per bidder proposal
1	The bidder must be a certified/accredited provider for the proposed solution. The evidence of this must be included in the bid proposal and must be valid at the closing date of the RFP.	
2	The bidder must be ISO9001 certified as part of the mandatory requirements. The evidence of this must be included in the bid proposal and must be valid at the closing date of the RFP.	

3	The bidder must be ISO27001 certified as part of the mandatory requirements. The evidence of this must be included in the bid proposal and must be valid at the closing date of the RFP.	
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4. Functional Specifications

The bidder must demonstrate in the proposal that the various requirements stipulated in this document can be met. The following capabilities and more processes must be supported by the system.

NSFAS ICT Department requires:

- 4.1 A web-based IT Service desk software that has been built on ITSM best practices with integrated asset and project management.
- 4.2 A system that will manage customer tickets, track logged service requests and incidents easily.
- 4.3 A Self-service portal with a service catalogue that can showcase ICT services.
- 4.4 A system that can discover and monitor all NSFAS ICT assets (hardware and software) from one central place.
- 4.5 Problem and change management with automated workflows.

5. Technical specifications

5.1 Solution Architecture

- 5.1.1 The bidder will be required to provide detailed design documentation and diagrams for all the components of the proposed solution.
- 5.1.2 The solution must be a fully managed Cloud based platform.
- 5.1.3 The cloud platform must comply to data regulations and legislations (like POPIA, the ECT and others)
- 5.1.4 The Platform must be an intuitive interface that can easily be configured to adapt to a wide variety of workflows and processes.
- 5.1.5 NSFAS will remain the owner of all its data in the platform at no extra cost.
- 5.1.6 The proposed solution must be able to integrate with other business applications (like office 365 suite) with the use of APIs and other methods.
- 5.1.7 The proposed solution must integrate natively with monitoring applications (like SolarWinds, AD, ManageEngine, barcode scanning, SIEM solutions) and can auto-log incidents that are related to system events.

5.2 Migration

The bidder will be required to migrate data from the current ITSM tool used by NSFAS to the proposed solution.

5.3 Security and Authentication

- 5.3.1 The bidder will be required to provide evidence that they have implemented comprehensive security on the platform meeting requirements of ISO27001.
- 5.3.2 The proposed platform must support role-based access.
- 5.3.3 The proposed platform must be able to natively integrate into NSFAS Active Directory for Authentication.
- 5.3.4 The proposed solution must be able to use Multi Factor Authentication (MFA).
- 5.3.5 The proposed solution will be tested for vulnerabilities using different security testing methodologies deemed necessary by NSFAS before acceptance.

5.4 Support and Maintenance

- 5.4.1 The proposal must include licensing requirements with maintenance and support for a period of 4 years.
- 5.4.2 Provide once-off onsite training for 400 end users on the proposed platform.
- 5.4.3 Provide training to ICT system users.
- 5.4.4 Provide training to ICT system developers.
- 5.4.5 Provide training to train the trainer, product champion.

5.5 Disaster Recovery

The bidder must make sure the proposed solution has recovery site in case the primary site fails. The details must also be included in the proposal.

5.6 Minimum Technical Functional Requirements

Bidders to respond with a Y on the below table if their tool meets any of the specified requirements below and N if not:

NO.	REQUIREMENT	BIDDERS RESPONSE (Y/N)
INCIDENT MANAGEMENT (The system should meet the below features on Incident Management)		
INCIDENT IDENTIFICATION		
1.	Create tickets from emails, web forms, chat messages or phone calls.	
2.	Convert incidents into service request and vice versa.	

INCIDENT LOGGING		
3.	Collect relevant information from requesters with custom incident and request templates.	
4.	Create shared or separate catalogues for incidents and service requests.	
5.	Automate templates with field and form rules that perform condition-based activities like mandating fields, populating fields, enabling, and disabling fields based on ticket criteria during creation or after editing the incident.	
6.	Provide role-based access to technicians and end users.	
7.	Restrict end user access to request templates, based on site, category, and user groups.	
8.	Link, merge, or clone incidents to manage multiple tickets.	
INCIDENT CATEGORIZATION		
9.	Create custom categories, subcategories, and items.	
10.	Assign categories to tickets based on the ticket parameters.	
INCIDENT ASSIGNMENT		
11.	Assign tickets to technicians automatically with the technician auto assign based on round -robin or load balancing algorithms.	
12.	Assign tickets to specific technician groups based on ticket parameters like category, priority, impact and more (using business rules).	
13.	View the available technician with the technician availability chart.	
14.	Mark technician unavailability and set up back up technicians	
15.	Send a broadcast message to all logged-in technicians to notify IT wide announcements.	
INCIDENT PRIORITIZATION		
16.	Determine the priority of a request automatically based on impact and urgency with the priority matrix	
17.	Create custom request life cycle on a drag-and-drop canvas with contextual notification.	

18.	Assign service level agreements (SLAs) automatically based on ticket parameters.	
19.	Handle requests from VIP users with high priority	
INCIDENT RESOLUTION		
20.	Search the knowledge base for a resolution from within a request and copy the resolution into it.	
21.	Create problems and changes from the incident to resolve the underlying issue/root cause.	
22.	Separate tickets views and task views.	
23.	Create custom filters and list views to find tickets easily.	
24.	Organise and track requests in Kanban or similar view.	
25.	Collaborate with other technicians and groups by sharing the incident.	
26.	Gain real time updates from other technicians working on similar tickets with request collaboration.	
INCIDENT CLOSURE		
27.	Mandate fields and mark tasks that need to be completed for incident closure	
28.	Create work logs to record the cost, effort and time taken to resolve the incident.	
29.	Send user ticket specific surveys when the incident is closed	
30.	Analyse the time taken from logging, assigning to completion, and more with time analysis.	
PROBLEM MANAGEMENT (The system should meet the below features on Problem Management)		
PROBLEM CREATION AND LOGGING		
31.	Collect relevant information with custom problem templates.	
32.	Problems can be created from an incident.	

33.	Incident and changes can be associated to problems.	
34.	Mark a problem as a known error.	
PROBLEM ANALYSIS		
35.	Analyse the impact of the problem and document it.	
36.	Identify and document symptoms and root cause.	
PROBLEM SOLUTION		
37.	Provide a temporary solution with a workaround or a permanent solution for the problem.	
38.	Break-up problem resolution into multiple tasks assignable to different technicians.	
39.	Create a change to further resolve underlying issues if needed.	
PROBLEM CLOSURE		
40.	Copy problem solution and workaround to all associated incidents.	
41.	Close all associated incidents automatically on closure of the problem.	
42.	Create work logs to record the cost, effort and time taken to resolve the problem.	
CHANGE MANAGEMENT (The system should meet the below features on Change Management)		
CHANGE CREATION AND LOGGING		
43.	Create changes from incidents and problems with information carried over.	
44.	Collect the necessary information with custom change templates.	
45.	Create different types of changes and create unique workflows for each of these.	
46.	Involve the right stakeholders like change owner, approver, line manager, change reviewer and others through change roles.	

CHANGE PLANNING AND EVALUATIONS		
47.	Create elaborate change plans with impact analysis, roll out, back-out and downtime plans.	
48.	Maintain a checklist of essential steps to be completed.	
CHANGE APPROVAL		
49.	Form multiple change advisory boards (CAB).	
50.	Configure multiple levels of approval, mark whether the request for change must be approved by all members or by any other member.	
51.	Allow the Change Manager to have the final say in the approval of the change.	
52.	Bypass approvals from the Change Manager. The Change approver to auto approve [escalating to next level] the change when all CAB members recommend the change.	
COORDINATING CHANGE IMPLEMENTATION		
53.	Breaking down changes into tasks and estimate change implementation team's activities using work logs.	
54.	Streamline implementation by creating projects from the change or associate existing projects.	
55.	Track all associated incidents and problems linked to the change.	
56.	Schedule downtime and notify key stakeholders.	
57.	Keep stakeholders in the loop with regular notifications.	
CHANGE REVIEW AND CLOSURE		
58.	Document post implementation review (PIR)	
CHANGE WORKFLOWS		
59.	Create distinct workflows with varying levels of complexity and functions for different change types and processes.	
60.	Configure various actions like conditions, switches, notifications, field updates and approvals between transitions of stages.	

61.	Draw up change workflows on a graphical drag-and-drop canvas.	
ASSET MANAGEMENT (The system should meet the below features on Asset Management)		
62.	Build asset inventory	
63.	Hardware asset management	
64.	Auto track assets	
65.	Asset discovery techniques for windows	
DISCOVERY TECHNIQUES FOR OTHER DEVICES (MACS, LINUX, PRINTER, AND OTHER NETWORK DEVICES)		
66.	Network and Credentials.	
67.	Probe scanning (Distributed asset scan).	
68.	Bar code scanning capability.	
SOFTWARE ASSET MANAGEMENT		
69.	License management with suite licensing, ability to upgrade and downgrade licenses.	
70.	Create multiple license types and associate them to manufactures.	
71.	License Agreement Management.	
72.	Compliance Management.	
TRACK THE COMPLETE LIFE CYCLE OF ASSETS		
73.	Keep track of all assets in one place.	
74.	Create multiple asset states.	
75.	Automatically scan all assets.	
76.	Mark the asset states that need to be scanned.	

77.	Configure depreciation rates to keep track of asset value/cost over time.	
LOAN ASSETS FOR TEMPORARY USERS		
78.	Loan assets to users for a limited time.	
79.	Keep track of all loaned assets in one place.	
80.	Get notified when a loaned asset is nearing expiry.	
KEEP TRACK ON ASSET METRICS		
81.	Keep track of all your assets with real time dashboards like total number of assets, workstations, software, purchase orders and contracts and more out-of-the box assets.	
82.	Create standard, custom and audit reports.	
CONFIGURATION MANAGEMENT DATABASE (CMDB) (The system should meet the below features on Configuration Management Database)		
83.	Define CIs (configuration items) and map their relationship in a hierarchical or network structure.	
84.	Graphical view of CIs and their relationship map.	
85.	Create new CI types.	
86.	Create different business views to map the relationship between CIs for different services.	
87.	Import CIs through a CSV file and CI relationship through an XLS file.	
88.	Export the CI relationship map as a PDF or PNG file.	
PURCHASE MANAGEMENT (The system should meet the below features on Purchase Management)		
89.	Manage the purchase of both assets and services.	
90.	Create different service types and associate vendors according to the service provided.	

91.	Support for multiple currencies.	
92.	Provision for adding shipping costs, taxes, and transport costs.	
93.	Associate multiple service requests to the purchase order.	
94.	Configure up to 5 levels of approval.	
95.	Configure requesters and technicians as purchaser approvers and set the upper limit for each approver.	
96.	Add invoice and payment information	
97.	Integrate with assets to track the asset that has been added to the organization.	
CONTRACT MANAGEMENT		
(The system should meet the below features on Contract Management)		
98.	Create contracts and track all contracts from one central point.	
99.	Associate multiple assets to a contract.	
100.	Create sub-contracts within the contract.	
101.	Send notifications when a contract is nearing expiry.	
RESOURCE MANAGEMENT		
(The system should meet the below features on Resource Management)		
102.	The ability to Graphically track and manage users' task effectively.	
103.	Categorize resource utilization based on workloads.	
104.	Filter tasks based on time or time scales, sites, groups, and technicians.	
PROJECT MANAGEMENT		
(The system should meet the below features on Project Management)		
105.	Create custom project templates, project types and project statuses.	
106.	Track the progress of the project with a Gantt Chart or similar.	

107.	Create project roles and responsibilities and configure the level of access of each role.	
108.	Create project milestones to measure the progress of the project.	
109.	Implement the project with tasks or activities and work logs	
110.	The tool to have the ability to export project management map and overview map as a PDF file.	
RELEASE MANAGEMENT (The system should meet the below features on Release Management)		
111.	Create custom release templates.	
112.	Develop custom request roles.	
113.	Initiate a release from a change request or associated change.	
114.	Configure stages and statuses.	
115.	Add impact, roll-out, and back-out plans, and use a checklist for implementation.	
116.	Notifications to technicians and/or end users.	
SERVICE CATALOG (The system should meet the below features on Service Catalog Management)		
SERVICE CATALOG CONFIGURATION		
117.	Create multiple service categories	
118.	Organize service templates under relevant categories.	
119.	Add icons to represent each service category uniquely.	
120.	Provide the ability to organize the service Catalog by moving items around.	
REQUEST FULFILMENT WORKFLOW		
121.	Configure a multi-stage approval process.	

122.	Associate SLAs and Business rules to the service request templates.	
123.	Create and associate tasks to the request template.	
124.	Create tasks dependencies to ensure tasks are performed in a sequential order.	
INVOLVING STAKEHOLDERS		
125.	Restrict access to templates based on user groups.	
126.	Set organization roles and responsibilities like department in-charge, site manager, as approvers for service requests where this ensures the approver is mapped to the role and not to a particular technician or requester.	
127.	Mark end user as service request approvers.	
ENTERPRISE SERVICE MANAGEMENT		
(The system should meet the below features on Enterprise Service Management)		
128.	Single enterprise directory for all instances.	
129.	Create unique service desk instances.	
130.	Search requests, solutions, projects, and announcements across instances.	
131.	Service automation across departments	
132.	Built-in Catalog and templates specific to each service desk instance.	
133.	Centralize the request portal.	
SERVICE LEVEL AGREEMENT MANAGEMENT		
(The system should meet the below features on Service Level Agreement Management)		
134.	Configuration of different levels of escalation	
135.	Automation of escalation	
136.	First response-based SLA	
137.	Provision of notifications before SLA is breached	

SELF-SERVICE		
(The system should meet the below features on Self-Service)		
138.	The self-service portal for technicians and requesters separately.	
139.	Add, delete, re-arrange and re-size custom widgets.	
140.	Publish incidents and service catalogs to create incident requests and service requests.	
141.	View announcements and browse the knowledge base.	
142.	Automatically suggest related solutions based on the subject request, during request creation itself.	
143.	Automatically mention related announcements based on the subject, of the request during ticket creation itself.	
KNOWLEDGE MANAGEMENT		
(The system should meet the below features on Knowledge Management)		
144.	Publish solution to the knowledge base with an approval process.	
145.	Organize solutions under relevant topics.	
146.	Restrict the access of solutions based on site and user groups.	
147.	Ability to show the request resolved by using a particular solution.	
148.	Create resolution templates for repeat requests requiring the same solution.	
149.	Set expiry dates for solutions.	
REPORTING		
(The system should meet the below features on Reporting)		
150.	Pre-build standard reports.	
151.	Create custom reports with configurable parameters.	
152.	Create query reports.	
153.	Create KPI reports.	
154.	Customizable report dashboard with role-based access permissions.	

155.	Create report folders and organize reports under relevant folders.	
156.	Create tabular, matrix, summary, audit, or CI history reports.	
157.	Depict reports visually as pie charts, line charts, time series charts, area charts or ring charts.	
158.	Export reports into CSV, XLS, HTML and PDF file formats.	
159.	Schedule reports, specify the frequency and the recipient of the scheduled reports.	
ADVANCED DATA ANALYSIS AND VISUALIZATION		
(The system should meet the below features on advance data analysis and visualization)		
160.	Native integration with ITSM tool	
161.	Code-free report generation	
162.	Further enhance reporting of ITSM tool with pre-build reports and dashboard	
USER SURVEYS		
(The system should meet the below features on user surveys)		
163.	Create custom surveys for requests.	
164.	Create user surveys in multiple languages.	
165.	Configure when and under what conditions a user survey is to be triggered	
166.	Collate data from survey reports for analysis.	
REQUEST LIFE CYCLE		
(The system should meet the below features on request life cycle)		
167.	Define the status flow of your request and help guide your technicians.	
168.	Ensure all requests go through a predefined status flow with various condition-based actions before, during and after each transition between the request statuses.	

169.	Build request life cycles on graphical drag-and-drop canvas.	
170.	Restrict the ability of a technician to move the request to the next status with roles and responsibilities.	
171.	Collect relevant information only when required.	
172.	Create distinct request life cycles and associate them to request templates	
173.	Trigger contextual notification at various points in the requests' life cycle.	
INTEGRATION		
(The system should meet the below features on integration)		
174.	Option to integrate with Endpoint Management Tool to perform desktop and mobile device management activities right from the ITSM tool.	
175.	Integrate with ADManager Plus to extend the ticketing capabilities of ITSM tool to include AD user management activities and user password reset.	
176.	Option to integrate with network monitoring tool to convert network alerts in the network monitoring tool to tickets automatically and notify network technical engineers about any network outages or alarms.	
177.	Option with native integration with applications monitoring tool whereby alerts can be converted to tickets.	
178.	Integrate with Site24x7 to monitor uptime and performance of all aspects of IT infrastructure.	

8. Contract Period

The contract period will be for Forty-Eight (48) Months.

9. Pricing Schedule

Please consider the inevitable Consumer Price Index (CPI) increases year-on-year on the pricing upon the duration of the contract period being more than a 12-month period. The pricing must be inclusive of all costs including disbursements (travel, accommodation etc) where applicable. The bidder is encouraged to complete the pricing schedule and not attach a schedule in a format different to the one below.

No.	Quantity	Deliverables	Total price (VAT excluding) in RAN\$
1.	Once off	Implementation costs (Project management fees including analysis, customization, data migration, etc.)	
2.	Once Off	Training to be provided onsite to the following NSFAS staff. <ul style="list-style-type: none"> ▪ 5 ICT super users ▪ 5 Train-the-trainer champions. ▪ 90 ICT System users ▪ 300 End users 	
3.	48 Months	Software support and maintenance over Four (4) year period Support must be based in South Africa	
4.	48 Months	Software License fees <ul style="list-style-type: none"> ▪ 90 ICT System users ▪ 300 End Users ▪ 10 Approvers ▪ Assets (minimum of 2000) 	
Sub-total			
Disbursements (travel/accommodation) if applicable			
VAT @ 15%			
Total cost (VAT and disbursements included) for full contract period and full delivery of specifications (four years)			

10. Evaluation Criteria

Technical evaluation criteria element:

Element	Weight
References	10%
Methodology and Approach	25%
Resource Experience	15%
Technical Solution Proposal	50%
TOTAL	100%

Criteria and Weighting:

Bidders need to score a minimum of 70% for functionality. Bidders who score less than 70% minimum for functionality will not be considered further for Price and Specific Goals (80/20). Bids will be evaluated in accordance with the following technical criteria:

References	Points available	Points scored
The bidder must provide a minimum of three (3) reference letters, on the letterhead of the clients, for whom the service provider has successfully implemented similar solutions.	Three (3) or more reference letters = 10	
	Two (2) reference letters = 5	
	Less than two (2) reference letters= 0 points	

Methodology and Approach	Points available	Points scored
The proposal must include a high-level proposed project plan for implementation. This must include a process flow of how the solution will operate to demonstrate the key milestones and timeframes prior to go-live with included timelines for configuration, testing, training, amendments, go-live, integration, reporting, documentation, and other elements of the project plan.	No project plan submitted. = 0 Points	
	High level project plan submitted: = 10 points	
	Comprehensive project plan submitted and addressed all requirements: = 25 points	

Resource Experience	Points available	Points scored
<p>The bid proposal must include the following resources certifications that outlines the required experience.</p> <ol style="list-style-type: none"> 1) A minimum of three (3) consultants that are certified in implementing the proposed ITSM solution. 2) At least one (1) Project manager with a qualification in project management (CAPM, PMP, Prince 2 or equivalent and a minimum of five (5) years' experience in managing similar projects. 	Both criteria met = 15	
	One criterion met= 5 points	

Technical Solution Proposal	Points available	Bidder scoring	Points scored
<p>The bid proposal must achieve the scope of work as outlined in the Technical functional specifications and technical requirements by providing a managed cloud platform.</p>	Solution offered achieves the incident, problem, change, asset and CMDB service management functionality= 10 points		
	Solution offered achieves the purchase, contract, resource, project, and release management functionality= 10 points		
	Solution offered achieves the service catalogue, enterprise service management, self-service, and knowledge management functionality= 10 points		
	Solution offered has a user surveys, request life cycle, service level management, reporting		

	and integration portal= 10 points		
	Details of disaster recovery site provided = 10 points		

Total points scored by bidder for the evaluation criteria:	
Percentage scored by bidder for evaluation criteria:	

11. Price and Specific Goals

All RFP proposals received that achieves the RFP requirements will be evaluated further in terms of the 80/20 Price and Specific Goals. A maximum of 80 points will be allocated for Price and a maximum of 20 points will be allocated for Specific Goals.

Bidders must complete the SBD6.1 form in full and provide the requisite evidence to claim the allocated points for the specific goals.

The following formula for Price and Specific Goals will apply in the evaluation process:

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Ps = Points scored for comparative price of proposal under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable proposal

12. Submission

Please complete the checklist below to verify your submission of the relevant documentation:

Schedules	Description	Submitted (Tick box below):	
		Yes	No
Schedule 1	Entity registration documentation		
Schedule 2	Tax pin		
Schedule 3	National Treasury Central Supplier Database proof of registration -please provide the latest full report.		
Schedule 4	Letter from Bank confirming banking details (not older than 3 months from date of closing date of tender)		
Schedule 5	Completed and signed standard bidding forms (failure to complete and sign will result in RFP disqualification).		
Schedule 6	Detailed Bid proposal in response to bid specification requirements		
Schedule 7	Evidence submitted to claim the allocated points for specific goals		

10 Validity period

Any RFP submitted shall remain valid, irrevocable, and open for written acceptance by NSFAS for a period of 120 days. An RFP submitted shall further be deemed to remain valid after the expiry of the above mentioned 120-day period until formal acceptance by NSFAS, unless NSFAS is notified in writing by the bidder of anything to the contrary (including any further conditions the RFP may introduce). Any further conditions that the bidder may introduce will be considered at the sole discretion of NSFAS.

11 Clarification

Any clarification required by a bidder regarding the meaning or interpretation of the Request for Proposal or any other aspect concerning the request for proposal, are to be requested in writing by email from scm@nsfas.org.za. The request for proposal number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all bidders by e-mail only.

To ensure transparency and for record purposes, all correspondence between NSFAS's Supply Chain Management (SCM) officials and bidders, will only be done via the official NSFAS SCM email address: scm@nsfas.org.za.

Bidders are reminded that NSFAS SCM officials will never contact bidders telephonically or by other method other than through the official SCM email address listed above.

During the evaluation of the bids, additional information may be requested in writing from bidders, for clarity. Replies to such requests must be submitted, within the prescribed timeframe as determined by NSFAS Failure to comply, may lead to your bid being disregarded.

12 Reason for Rejection

NSFAS will reject a bid for the award of a contract if the recommended bidder has committed a proven corrupt or fraudulent act in competing for the particular contract.

NSFAS will disregard the bid of any bidder if that bidder, or any of its directors or employees:

- Has abused the Supply Chain Management system of NSFAS.
- Is listed on the National Treasury list of restricted suppliers or tender defaulters.
- Has committed proven fraud or any other improper conduct in relation to such system; or
- Has failed to perform on any previous contract and the proof exists.

Any effort or attempt by a bidder to influence the award decision in any matter will result in the rejection of the bid

13 Disclaimer

NSFAS will apply their Supply Chain Management Policy and where Policy is silent, will apply National Treasury Regulations. All costs incurred in drafting the proposal are those of the service provider.

Where reference has been made to a brand/trademark, an equivalent may be proposed by the bidder.

By providing a proposal to NSFAS, the bidders accept the following:

NSFAS will issue a purchase order to the appointed service provider. NSFAS will not pay (and not be held liable) the service provider any amounts over and above the purchase order value and will not pay the service provider for any work performed outside the original bid specification document that was issued and advertised by NSFAS. Should you receive any instruction from NSFAS that does not come from the SCM unit to perform any work outside of the original bid specification, NSFAS will not be held liable for this payment.

14 Fraud and corruption

All bidders are to take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No 12 of 2004 and any other Act applicable. The National Student Financial Aid Scheme is committed to conducting business ethically and is constantly introducing proactive measures to ensure that we identify and appropriately respond to any unlawful and unethical business practices. All NSFAS tenders are subject to certain

audit processes and limited due diligence checks with the intend to identify any possible unlawful or unethical practices.

Reporting of any unlawful or unethical incidents to NSFAS

Should any bidder, potential or current supplier of NSFAS or any other third party:

- receive any irregular contact or correspondence from anyone presenting themselves as an employee or representative of NSFAS
- receive any contact or correspondence from anyone soliciting any bribe of any form
- become aware of any irregular or illegal conduct by any party who has a relationship with NSFAS or any NSFAS official

You are requested to immediately report it to NSFAS's Governance, Risk and Compliance (GRC) Department. All information provided to the NSFAS GRC department will be treated with utmost confidentiality and in terms of the Protected Disclosures Act, Act 26 of 2000.

For any unlawful or unethical incidents, please email: forensics@nsfas.org.za

All SCM related queries must be submitted to scm@nsfas.org.za

Reporting of any unlawful or unethical incidents to the South African Police

Bidders, current or potential NSFAS suppliers or any other third party who become aware of any unlawful and unethical conduct are encouraged to report the matter to the South African Police. NSFAS request that details of such reports made to the SAP be shared with NSFAS official listed above to enable consolidation of possible related investigations.

15 NSFAS rights

The following rights are reserved:

- 1) NSFAS reserves the right to appoint more than one (1) service provider.
- 2) NSFAS reserves the right to reject a bid if the bidder has submitted a proposal that is not according to the specifications/terms of reference.
- 3) NSFAS reserves the right to reject a bid if the standard bidding document (s) have not been submitted or not completed in full.
- 4) NSFAS reserves the right to not award the bid if the bid price is not market related.
- 5) NSFAS further reserves the right to engage with the short-listed bidders for price negotiation and a site inspection where necessary.
- 6) NSFAS reserves the right to invite the shortlisted for a presentation as part of the bid process.

- 7) NSFAS reserves the right to not select the lowest price and/or lowest price only, provided that justifiable objective criteria are applied during the awarding process. These advertised objective criteria include the following:
 - 4.1) Timelines for delivery of the solution whereby the solution is required urgently.
 - 4.2) Part and parcel of risk mitigation to not be solely dependent on one (1) supplier.
 - 4.3) Capacity and/or presence/reach considerations of the supplier.
- 8) NSFAS reserves the right to not award the tender to the shortlisted bidder should any risk arise from any NSFAS due diligence assessment performed and/or any underperformance was identified in a previous and/or current contract held with the bidder and/or any risk arising from the completed standard bidding form number four (4).
- 9) NSFAS reserves the right to award the contract in whole or in parts.
- 10) NSFAS reserves to cancel this RFP advertisement at any time during the advertisement period.

16 Closing date

The bid proposal must be submitted by no later than 23 June 2023 at 11h00 and must be hand delivered in to the NSFAS tender box, located on ground floor, 4 Christiaan Barnard Street, City Centre Cape Town.

SBD4- BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

3.1 I have read, and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

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

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

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

SBD6- PREFERENCE POINTS CLAIM FORM

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**

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
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 **Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.**

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEM

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

80/20

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

Where:

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Evidence to be submitted by the tenderer in order to claim the allocated points	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
The entity must be 100% black owned	Valid BBB-EE certificate or valid sworn affidavit	10 points	
The entity must be a minimum of 40% black female owned	Valid BBB-EE certificate or valid sworn affidavit	10 points	

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

GENERAL CONDITIONS OF CONTRACT (GCC)

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 anything 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 ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3 General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the

performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so, required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so, required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed 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 supplier's cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided

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

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his

discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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 wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive Practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.