

## Invitation to Tender

**Tender Name: Provision of Outsourced ICT infrastructure services)**

**Tender Number: RFP/ICT/OUTSOURCING/2024/02**

<b>Date of Issue</b>	30 April 2024
<b>Compulsory Briefing Date &amp; Time</b>	<b>Virtual on MS Teams (Link in the document Page: 37) 08 May 2024 11h30 until 13h00.</b>
<b>Closing Date &amp; Time</b>	31 May 2024
<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

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### **CONFIDENTIALITY AND PROPRIETARY NOTICE**

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## 1 Invitation to Tender

Bidders are invited to tender for the ICT Infrastructure Services for the Perishable Products Export Control Board (PPECB). The duration of contract is 5 years with option to renew for a further 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, Land Reform and Rural Development under the APS Act, No.119 of 1990.

The PPECB's Executive Authority is the Minister of the Department of Agriculture, Land Reform and Rural Development 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 Department of Agriculture, Land Reform and Rural Development 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://www.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).

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

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

The joint venture and/or consortium agreements must clearly set out the names and roles and responsibilities of the Lead Partner in the joint venture and/or consortium party. 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 and/or consortium arrangement. In addition, provide the following information:

- Entity(ies) that will be guaranteeing contract performance;
- Date of Joint Venture formation, if applicable; and
- Details regarding the nature of the agreement between the Joint Venture Partners 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.

### **3.11.1 Preference Points for Joint Ventures, Consortiums or Trusts**

A trust, consortium or joint venture 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 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.

### **3.12 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.

### **3.13 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.

### **3.14 Reference Checks**

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

### **3.15 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.

### **3.16 Rejection of proposal**

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

3.16.2 PPECB may reject a bid if does not comply with the instruction of submission of the proposal referred to above

3.16.3 No tender will be awarded if the proposed solution does not meet the technical compliance criterion as set out in the tender documents.

### **3.17 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.

### **3.18 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.

### **3.19 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.

### **3.20 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.

### **3.21 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. To achieve the necessary efficiencies PPECB is considering outsourcing its ICT Infrastructure 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;
- 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 ICT Infrastructure Services that take into consideration an end-to-end enterprise and life cycle view across all ICT Infrastructure Operations;
- 4.2.7 To ensure all common activities across ESPs and outsourced engagements have consistent accountabilities between PPECB and ESPs;
- 4.2.8 Fully Improve end-user satisfaction possible across all aspects of End-User support;
- 4.2.9 Continuously improve service performance and metrics by incorporating automation and analytics, artificial intelligence, virtual customer assistant (VCA) and machine learning capabilities to reduce the number of incidents, increase self-serve capabilities and improve overall service quality.
- 4.2.10 To manage all infrastructure assets consistent with our fiduciary and legislated obligations.

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

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

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 – Onsite Support
- Annexure C - Service Desk
- Annexure D - Networking (Local Area Network)
- Annexure E - Asset Tracking
- Annexure F - Pricing Schedule
- Annexure G - Server

**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 Outsourced ICT Infrastructure Services and Support. Please note at this stage the scope of the pricing/Bid excludes hardware or software procurement/supply services and is focused on providing outsourced support services to PPECB.

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, ERP etc.)</li> <li>• Severe disruption during critical periods (e.g., month-end processing, PPECB Head Office meetings)</li> <li>• Full WAN; Link Outage or LAN 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., MS Exchange)</li> <li>• Email system is performing slowly, but workload in manageable.</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

<b>Service Level Type</b>	<b>Time to respond</b>	<b>Time to resolve Resolved for Priority 1 &amp; 2 deemed as escalation to Microsoft</b>	<b>Target for call resolution as measured against calls logged per month</b>	
Priority 1	15 mins	30 mins		99.99%
Priority 2	20 mins	1 hour		99.95%
			<b>Time to close</b>	<b>Target for call resolution as measured against calls logged per month</b>
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	
<b>R</b>	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.
<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
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 SLRs of the PPECB ICT service operations.	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 ICT 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:
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**Service Desk  
(End-user  
support)**

- Design and implement a cloud-based Service Desk solution with processes and procedures aligned to ITIL and work instructions to deliver the required services to PPECB.
- Transition of existing resolver groups from current to recommended solution\platform.
- The solution should be able to cater for any software solution in terms of scalability,
- Provide the Service Desk processes, procedures and work instructions to PPECB, where required.
- Ensure Service Desk processes, procedures and work instructions are documented and reviewed regularly to provide an effective Service Desk Service.
- Define and agree with PPECB the matrix for assignments, End User notifications and escalations for effective Incident and Service Request Management.
- Implement Changes to escalations and notifications as received from PPECB for retained services, in accordance with the Change Management Procedure.
- Consolidated dashboard.
  
- **Ticket logging system requirements**
  - Tool should have the ability to segregate tickets based on security and compliance requirements.
  - The solution should be able to configure the graphical user interface by using drag and drop for windows and fields.
  - Must provide reports and logs for Audit Trails.
  - The bidder must provide the documentations on concept Solution, Scope, Functional and Operational requirements, Project design and Plan, product description, guidance for best practices, implementation guidelines, operation manual and training materials.
  - The solution should have readily available integration with SCCM deployed in the environment.
  - The solution should have a Single Architecture and leverage a single application instance across ITIL processes, including unique data and workflows segregated by business unit and user role.
  - The solution should have a persona-based approach for IT staff so that user see his relevant UI based on his role, for example change manager should see change functionalities only.
  - The solution should have an interface with all the information about user, readily available when a user calls the helpdesk.
  - Self Service App/Portal should provide a snapshot of the day, displaying activities feed with upcoming, pending requests, approvals, unresolved issues, and alerts from systems you use in your daily work.

	<ul style="list-style-type: none"> <li>• Solution must be capable to show IT service catalogue in self-service app/portal and allow users to easily pick and choose required services.</li> <li>• Enable end users to solve simple and repetitive incidents on their own by accessing relevant solutions in the knowledge.</li> <li>• Customize the self-service portal by specifying role-based access. Permissions for end users on knowledge base articles, ticket templates, service catalogue items and announcements</li> <li>• The solution should integrate the call tracking and ticketing with the existing system or provide the same with entries from historical data of the previous tool. It should be able to track logged calls.</li> <li>• Users should be able to select the period to report on data.</li> <li>• The proposed solution shall provide an identity management that allows user/role management and integration with authentication systems such as AD.</li> <li>• The proposed solution should also offer a service catalogue as part of the license for request management.</li> </ul> <p>– <b>Communication channels</b></p> <ul style="list-style-type: none"> <li>• Act as a SPOC for all IT-related Incidents and Service Requests to provide the following services:</li> <li>• First Level Support, where possible. Remote support will only be provided to PPECB sites which have adequate connectivity, security and bandwidth and has been identified as First Line Resolution support.</li> <li>• catch and dispatch service to resolver groups.</li> <li>• Provide PPECB with the usage guidelines (including contact details) of the different Supplier Service Desk communication channels.</li> <li>• Accept Service Desk Contacts via the provided communication channels, such as telephone, email, and a secure web portal.</li> <li>• Provide a dedicated telephone number for End Users to contact the Supplier Service Desk.</li> <li>• Provide a PPECB specific telephonic greeting at the Supplier Service Desk.</li> <li>• Provide, maintain, administer, and support the Supplier telephony system to provide the Service.</li> <li>• Provide a secure web portal for all PPECB End Users to log non-Priority 1 and Priority 2 Incidents and Service Requests.</li> <li>• Provide, maintain, administer, and support the Supplier web portal to provide the Service.</li> <li>• Provide a dedicated Supplier Service Desk email address to log non-Priority 1 and Priority 2 Incidents and Service Requests.</li> </ul> <p>– <b>Language and skills</b></p> <ul style="list-style-type: none"> <li>• Provide all Service Desk Services in English only.</li> </ul>
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<b>Service Area:</b>	<b>Description:</b>
	<ul style="list-style-type: none"> <li>• Provide Service Desk support during Service Hours – Add 7am – 7pm for service desk.</li> <li>• Provide skilled and experienced resources, and train as required, to ensure in-scope service quality. PPECB will then of course provide knowledge guides and training, as and when required for any PPECB retained services, where it is agreed to be part of Service Desk First Line Resolution</li> <li>• Event monitoring and break fixes needs to be attended to.</li> </ul> <p style="margin-left: 40px;">– <b>Technologies and systems</b></p> <ul style="list-style-type: none"> <li>• Provide all necessary telephony, facilities, and infrastructure for the Service Desk to provide the Service.</li> <li>• Provide, maintain, administer, and support the Supplier Incident Management System to provide the Service.</li> <li>• Populate the Supplier Incident Management System with the End User contact details provided by PPECB.</li> <li>• Provide an Incident Management System interface for PPECB to update and resolve assigned Incidents and Service Requests for PPECB retained services and / or PPECB Third Party services.</li> <li>• Provide, maintain, and update a Knowledge Base containing, for example, know-how on how to respond to, classify and perform First Line Resolution on common Incidents, Service Requests and FAQs, to be used by Supplier personnel.</li> <li>• Provide a system to track and report on Customer Satisfaction levels related to resolved IT Incidents and Requests</li> </ul>
<b>Performance and Operations Management (Includes pro-active monitoring)</b>	<ul style="list-style-type: none"> <li>– Performance Management Services are the activities associated with managing and tuning the ICT service components for optimal performance. The process encompasses the following: <ul style="list-style-type: none"> <li>• Monitoring of performance and throughput of ICT Services and supporting ICT components</li> <li>• Assessing the results of the reports</li> <li>• Conducting trending analysis</li> <li>• Providing recommendations to tune</li> <li>• Performing tuning activities</li> <li>• Updating on a periodic basis (at least annually)</li> </ul> </li> <li>– Operations and Administration Services are the activities associated with providing a stable ICT Infrastructure, and with effectively and efficiently performing procedures to ensure ICT services meet SLR targets and requirements.</li> </ul>
<b>Back-up and Recovery</b>	<ul style="list-style-type: none"> <li>– Backup and Recovery Services are the activities associated with providing ongoing Backup and Recovery capabilities according to the PPECB schedules and requirements. Provider must demonstrate that it will consistently meet or exceed PPECB’s ongoing Backup and Recovery requirements.</li> </ul>

<b>Service Area:</b>	<b>Description:</b>
<b>Service Continuity and Disaster Recovery (DR) Services</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, End-User 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. Provider must demonstrate that it will consistently meet or exceed PPECB's ICT Service Continuity and DR Services requirements.</li> </ul>
<b>Release Management</b>	<ul style="list-style-type: none"> <li>- Release Management is concerned with implementing the changes to defined ICT services and covers both the software and the hardware. Release Management Services are activities that take a holistic view of a change to a Service to ensure that the technical and non-technical aspects of a release related to software and hardware changes.</li> <li>- These changes can be implemented by rolling out a combination of new applications or infrastructure software and/or upgraded or new hardware, or simply by making changes to the documentation, such as service hours or support arrangements. Release Management processes and activities are inter-related and complementary with the Change Management process, as well as Asset Management and Problem Management.</li> <li>- Establishing standardized Release Management policies and procedures</li> <li>- Managing release planning and scheduling for the overall release schedule, as well as for individual releases</li> <li>- Establishing and managing release documentation and identification schema</li> <li>- Managing the release design, build, and configuration processes</li> <li>- Release testing and testing management.</li> <li>- Rollout planning including quality plans and back-out plans.</li> <li>- Release communication, preparation, and training.</li> <li>- Managing the successful roll out/distribution and installation of all elements of a release</li> <li>- Documenting each release</li> <li>- Releases can also consist of several problem fixes and enhancements to existing ICT services. A release consists of the new or changed software required and any new or changed hardware needed to implement the approved changes. Releases are generally divided into: <ul style="list-style-type: none"> <li>• Major software releases and hardware upgrades or replacements, normally containing large areas of new functionality. A major upgrade or release usually supersedes all preceding minor upgrades, releases, and emergency fixes.</li> <li>• Minor software releases and hardware upgrades, normally containing small enhancements and fixes, some of which may have already been issued as emergency fixes. A minor upgrade or release usually supersedes all preceding emergency fixes.</li> <li>• Emergency software and hardware fixes, normally containing the corrections to a small number of known problems.</li> </ul> </li> </ul>

<b>Service Area:</b>	<b>Description:</b>
<b>Integration, Implementation and Migration Services</b>	<ul style="list-style-type: none"> <li>– Integration Services are the activities associated with ensuring that all individual ICT components configured with or added to the ICT environment work together cohesively to achieve the intended results.</li> <li>– Implementation and Migration Services are the activities associated with the installation of new and upgraded ICT components (e.g., hardware, software [operating system] and network components).</li> <li>– Technology Refreshment and Replenishment (TR&amp;R) Services are the activities associated with modernizing the ICT environment on a continual basis, to ensure that the system components stay current with evolving industry-standard technology platforms.</li> </ul>
<b>Mobile Computing</b>	<ul style="list-style-type: none"> <li>– 1st line troubleshooting of mobile computing devices which includes on-site and remote support.</li> <li>– Working with supplier to assist with the diagnosis and resolution of a hardware incident where such device is within warranty or maintenance.</li> <li>– Perform software upgrades where required for supported software.</li> <li>– Identify user training needs to be escalated to the PPECB Training Department.</li> <li>– Compliance with PPECB standards.</li> </ul>
<b>Printing</b>	<ul style="list-style-type: none"> <li>– Provide 1st line printing and diagnostic support to users and escalate to 3<sup>rd</sup> Party print services service provider, where required.</li> <li>– Maintain Print Server.</li> <li>– Working with 3<sup>rd</sup> party printing supplier to resolve end user support issues.</li> </ul>

<p><b>Change Management</b></p>	<ul style="list-style-type: none"> <li>- Provide the Service Desk Service in respect of any new IT services or changes or enhancements to existing IT-related services.</li> <li>- The vendor will provide the overall change solution.</li> <li>- Where such new services are not services provided PPECB must: <ul style="list-style-type: none"> <li>• conclude an Additional Service Request with Supplier;</li> <li>• inform the Service Desk about any new technology roll-out and enable it to handle and troubleshoot End User calls;</li> <li>• identify and provide training required by the Service Desk on any new technology introduced into PPECB's environment; and</li> <li>• provide, where applicable, know how for the Supplier Knowledge Base.</li> </ul> </li> <li>- Such changes will be implemented through the Change Management Process.</li> <li>- Perform resource planning according to Supplier Service Desk business Impact of Changes as provided by PPECB</li> </ul>
<p><b>EUC (End User Computing)</b></p>	<ul style="list-style-type: none"> <li>- Configuration and Desktop Management System – Supplier to perform the rollout and implementation of a configuration and desktop management system, PPECB to then approve the roll-out and implementation of a configuration and desktop management system.</li> <li>- Hardware and Software – Supplier to request required Hardware and Software from PPECB to fulfil responsibilities – PPECB to then approve the roll-out and implementation of a configuration and desktop management system.</li> <li>- Licenses, maintenance, and warranty – Supplier to “Inform” PPECB to provide the license or warranty agreement, also provide guidance on standards. PPECB to provide all licenses and warranty/maintenance agreements. Ensure that the technical specifications meet the standards for Standard Desktops and Laptops, and applications, unless agreed otherwise with the Supplier in writing.</li> <li>- In conjunction with the service desk, 1st line support to be conducted before escalating to 2nd and 3rd line.</li> </ul> <p><b>– Incident and Service Request Resolution</b></p> <ul style="list-style-type: none"> <li>• Ticket response – Supplier to respond to logged Incidents or Service, Requests assigned by the Supplier Service Desk to be resolved by the Supplier. Supplier also to confirm if Incident or Service requests are correctly assigned to the Resolver Group, contact impacted End User, and agree resolution activities with impacted End User.</li> <li>• Communication - Provide feedback to impacted End User while resolving the recorded Incident or Request by means of contacting the End User directly or by submitting a generated automatic update.</li> <li>• Ticket resolution - Once the Incident or Request has been resolved, confirm resolution with impacted End User directly or by submitting a generated automatic update. Update Incident or Request status to “resolved”. End User to be available and confirm resolution.</li> </ul>

	<ul style="list-style-type: none"> <li>• Forensic Data Recovery - Upon receipt of an approved Additional Service Request, facilitate the recovery of data and if possible, from the Standard Desktop where data might have been corrupted or where data cannot be accessed.</li> </ul> <p>– <b>Remote Support</b></p> <ul style="list-style-type: none"> <li>• Toolset – Supplier to implement remote management application and licensing (TeamViewer preferred)– PPECB to provide licenses and approve the implementation of a remote management toolset that meets PPECB's Remote Access Policy, supporting infrastructure, routed network access and bandwidth requirements.</li> <li>• Incident or Request Response – Supplier to respond to logged Incidents or Requests by attempting remote resolution of the Incident or Request impacting the End User, dependent on infrastructure required to perform the remote support. Remote support can only be performed if the connection to the endpoint allows for it. End User to ensure he/she is connected to the PPECB LAN or WAN for the Supplier to resolve the Incident or Request remotely.</li> <li>• Processes and Procedures – Supplier to Adhere to the PPECB Remote Access Policy. PPECB to provide the Supplier with the PPECB Remote Access Policy to perform remote support.</li> <li>• Remote access – Supplier to contact impacted End User, confirm logged Incident and request permission for remote support of the Standard Desktop or Laptop.</li> <li>• Communication – Supplier to request from PPECB the relevant business system information to perform the required support.</li> <li>• 1st Level Support - Provide operating system software support, including troubleshooting of the Standard Desktop, Mobile Device or Laptop, for Incident and Problem determination. This includes Level 1 Support (standard business system) in so far as it relates to installation, configuration and troubleshooting to the point of business system logon screen. PPECB to provide the contact details of the PPECB representative that will supply the Supplier with the necessary software and configuration settings at the time when the software installation is required. Provide 2nd Level and 3rd Level Support (business system application).</li> <li>• Incident resolution - Resolve Incidents remotely, if possible, else inform impacted End User that on-site support will be required.</li> <li>• Administration – Supplier to update the Incident Management System with End User contact and location details and assist and agree the list of in-scope core systems to be supported. PPECB to provide and agree the list of in-scope core systems to be supported.</li> <li>• Field services - Provide on-site Incident and IMAC support to End Users at PPECB Sites.</li> <li>• Business Software and System Support – Supplier to provide on-site Business Software and System Support at PPECB sites, including 1st Level Support for the in-scope systems in so far as it relates to installation, configuration and troubleshooting to the point of business</li> </ul>
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	<p>system logon screen. PPECB end user to Log a Ticket with the Service Desk and provide 2nd Level and 3rd Level Support for out-of-scope services.</p> <ul style="list-style-type: none"> <li>• Incident Resolution - Provide onsite Incident and IMAC support to End Users at PPECB Sites, including Operating System software support and troubleshooting when remote support fails to resolve the Incident or Request.</li> <li>• Loan Units – Supplier to commission dedicated loan units to the End User, if loan units are available, and are dedicated to the Priority End User. PPECB to provide dedicated loan units with a quick release process for Priority End Users.</li> </ul> <p>– <b>Break Fix Support</b></p> <ul style="list-style-type: none"> <li>• Fault identification – Supplier to identify faulty Standard Desktops, Mobile Devices and Laptops and assist with the collection and repair of the Hardware.</li> <li>• Transportation - Advise PPECB where transportation services are required for defective Standard Desktops and Laptops. PPECB to arrange transportation of defective Standard Desktops and Laptops.</li> <li>• Documentation – PPECB to provide documentation of warranty and maintenance contract details for all End User Hardware that the Supplier must support.</li> <li>• Processes and procedures - Supplier to follow the PPECB loan unit process for providing loan units and installation thereof. PPECB to provide loan unit processes.</li> <li>• Hardware failure – Supplier to confirm with the impacted End User that the logged Incident is a result of a Standard Desktop, Mobile Device or Laptop failure and when the faulty Standard Desktop or Laptop can be collected. Where the Standard Desktop, Mobile Device or Laptop cannot be fixed, collect the Standard Desktop, Mobile Device or Laptops from impacted End User and deploy a loan unit if loan units are available.</li> <li>• Supplier to upon receipt of an approved Additional Service Request, where the Hardware cannot be fixed at Remote Sites, collect Hardware from impacted End User and deploy loan unit if loan units are available. PPECB to then raise an Additional Service Request</li> <li>• Supplier to make faulty Hardware available to PPECB or Third Parties to collect for repair or replacement. On notification from the Supplier, PPECB to ensure that the Third Party responsible for repair, complete repair within the contracted period.</li> <li>• Upon receipt of an approved Additional Service Request, facilitate repair or replacement of EUC printers, and data projectors. PPECB to raise an Additional Service Request with the Supplier</li> <li>• Loan Units – Supplier to Advise PPECB when loan units are required. At the Head office site return repaired Hardware to impacted End User and if loan unit was provided, return loan unit. At the Remote locations return repaired Hardware to impacted End User and if loan unit was provided, return loan unit. Upon receipt of an approved Additional Service Request, return repaired devices to impacted End User at Remote Sites and if loan unit was provided, return loan unit.</li> </ul>
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Service Area:	Description:
	<ul style="list-style-type: none"> <li>• Multi-function devices – Supplier upon receipt of an Approved Service Request provide break-fix services for multi-function devices. PPECB to raise an Additional Service Request with the Supplier.</li>   <li>– <b>Hardware Support</b></li>   <li>• 1st Level Support - Provide 1st Level Support for the in-scope onsite printers. PPECB to provide the Supplier access to the printers to perform 1st Level Support.</li> <li>• Incident Resolution - At Remote Sites, Supplier to despatch the Supplier resource to attempt Incident resolution of the in-scope printers onsite.</li> <li>• Assist with 1st Level Support related to printers. PPECB to raise a Service Request with the Supplier and provide the Supplier access to printers.</li> <li>• Consumables - Where End User requires the installation of consumables advise PPECB of the requirement. Provide and install printer consumables.</li> <li>• Configuration - Supplier, upon receipt of an approved Additional Service Request, configure the End User device to enable non-printing functionality on a multi-functional printer. PPECB to raise an Additional Service Request.</li> </ul>

Service Area:	Description:
<b>Asset Management</b>	<ul style="list-style-type: none"> <li>- Asset Management Services are the activities associated with process of the ongoing management and tracking of the life cycle of existing, ICT service components (e.g., hardware, software and software licenses, maintenance, circuits) and their attributes (i.e., location, costs, depreciation, contracts, vendor, serial numbers, etc.).</li> <li>- Within five days after the first day of each calendar quarter, Provider shall select a statistically valid sample, in accordance with the process specified in the Standards and Procedures Manual, to measure Service Provider's compliance pertaining to the accuracy of individual data elements in the asset tracking database.</li> <li>- Capture details of device when issuing devices to users.</li> <li>- The Bidder should: <ul style="list-style-type: none"> <li>• Ensure that assets are inventoried;</li> <li>• Ensure that assets appropriately classified and protected;</li> <li>• Define and periodically review access restrictions and classifications to important assets, taking into accounts applicable access control practices.</li> </ul> </li> <li>- End-to-end asset life cycle management: <ul style="list-style-type: none"> <li>• Asset assignment;</li> <li>• Asset transfers;</li> </ul> </li> <li>- Physical and remote audits.</li> <li>- Asset tracking.</li> </ul>
<b>Secure Socket Layer Certificate (SSL) Management</b>	<p>Annual procurement, installation, and renewal of SSL certificates to secure server communications and transactions.</p>
<b>Servers</b>	<ul style="list-style-type: none"> <li>- Installation of new Server Operating Systems</li> <li>- Installing operating systems, applications, and necessary configurations to meet specifications and requirements.</li> <li>- Management and configuration of all physical servers within the estate.</li> <li>- Installation of virtual servers</li> <li>- Management and support of virtualized server environments, including hypervisor and VMWare configuration and VM provisioning.</li> <li>- Management and configuration of all virtual servers within the estate.</li> <li>- Providing Configuration and Technical support to our Application Servers example Exchange, Azure</li> <li>- Provide all Configuration and Technical support to our infrastructure Servers such as DHCP, AD, DNS,</li> <li>- Installation and configuration of LAN equipment including switches, routers, access points, and network cables.</li> <li>- Setup of network protocols, IP addressing schemes, and VLANs (Virtual Local Area Networks).</li> </ul>

<b>Service Area:</b>	<b>Description:</b>
<b>Exchange/ O365 (E-mail)</b>	<ul style="list-style-type: none"> <li>– Configuration, maintenance, and troubleshooting of Mail Server</li> <li>– Setting up email accounts.</li> <li>– Configuration of email clients.</li> <li>– Monitoring email delivery and ensuring proper functionality.</li> <li>– Managing of email server settings.</li> <li>– Providing technical support for email-related issues such as delivery failures, spam filtering, and mailbox configuration etc.</li> <li>– Customize the Exchange Server settings and features to align with the organization's email and collaboration needs.</li> <li>– Monitor Exchange Server performance and usage, utilizing tools and insights provided by the vendor.</li> </ul>
<b>Domain Name Services (DNS) Management</b>	<ul style="list-style-type: none"> <li>– Configuration, Support, and management of DNS servers to ensure accurate and efficient domain name resolution.</li> <li>– Setting up DNS records (A, CNAME, MX, TXT, etc.).</li> <li>– Managing domain name registrations and transfers.</li> <li>– Troubleshooting DNS-related issues such as domain propagation, DNSSEC, and DNS hijacking.</li> <li>– Implementing DNS security best practices to prevent DNS attacks and DNS cache poisoning.</li> <li>– All other DNS functionality requirements</li> </ul>
<b>Dynamic Host Configuration Protocol (DHCP) Management</b>	<ul style="list-style-type: none"> <li>– Configuration and management of DHCP (Dynamic Host Configuration Protocol) servers to automate the assignment of IP addresses and network configuration parameters to devices on the client's network.</li> <li>– Setting up DHCP scopes and leases.</li> <li>– Configuring DHCP options such as DNS servers, default gateways, and subnet masks.</li> <li>– Monitoring DHCP server performance and addressing DHCP-related issues such as IP address conflicts and lease expiration.</li> <li>– Setting up Reservations by assigning static IP addresses to specific devices based on their MAC addresses, ensuring that critical devices always receive the same IP address from the DHCP server.</li> <li>– Implementing DHCP security measures such as DHCP snooping, IP source guard, and DHCP authentication to prevent unauthorized DHCP server spoofing and mitigate DHCP-based attacks.</li> <li>– All other DHCP functionality requirements</li> </ul>

Service Area:	Description:
<b>Active Directory Management</b>	<ul style="list-style-type: none"> <li>– Manage all AD structure, including domains, organizational units (OUs), and group policies, based on the organization's hierarchy and security needs.</li> <li>– If required Install and configure the AD server(s) according to the planned design</li> <li>– Manage and support of AD integration with other systems and services, such as Exchange Server, SharePoint, SCCM and File and Print Servers as well as other Application Servers for centralized user management and authentication.</li> <li>– Manage all policies associated with AD within the Server, Desktop, Laptop infrastructure.</li> </ul>
<b>Remote Access Support</b>	<ul style="list-style-type: none"> <li>– Configuring remote desktop services (such as RDP, VNC or TeamViewer) to allow remote access to servers and workstations.</li> <li>– Vendor will provide us with Remote support tool with 25-30 licenses.</li> <li>– Providing technical support and troubleshooting assistance for remote access issues, including connectivity problems and authentication errors.</li> <li>– Monitoring remote access activity and auditing logs to detect and mitigate security threats.</li> </ul>
<b>Asset Tracking Management Tool</b>	<ul style="list-style-type: none"> <li>– <b>Inventory Management:</b> The tool should effectively track assets from acquisition to disposal, ensuring accurate records throughout their lifecycle.</li> <li>– <b>Customizable Asset Profiles:</b> Detailed profiles should be customizable to include essential information such as serial numbers, purchase dates, location, and user assignments.</li> <li>– <b>Barcode/QR Code Scanning:</b> Support for barcode or QR code scanning to streamline asset identification and updates, improving efficiency and accuracy.</li> <li>– <b>Integration Capabilities:</b> Seamless integration with other IT systems like help desk software and procurement systems for data exchange and workflow optimization.</li> <li>– <b>Automated Alerts and Notifications:</b> Automated alerts for low inventory levels, maintenance schedules, and warranty expirations enable proactive asset management and reduce downtime.</li> <li>– <b>Reporting and Analytics:</b> Robust reporting features provide insights into asset usage, depreciation, compliance, and other key metrics, aiding in decision-making and regulatory compliance.</li> <li>– <b>Data Security:</b> Implementation of robust security measures to protect sensitive asset information from unauthorized access or loss, ensuring data integrity and compliance with privacy regulations.</li> </ul>

Service Area:	Description:
<b>Reporting/ Dashboard</b>	<p>Client Read-Access to all Monitoring and Reporting Tools Consolidated view on all Dashboard on all monitoring</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>

**Network (Local Area Network)**

- Continuous monitoring of network performance, availability, and traffic patterns.
- Detection and resolution of network issues such as bandwidth congestion, packet loss, or network device failures.
- Management of network devices through centralized management platforms for configuration changes and firmware updates.
- Configuration and management of user access policies and permissions within the LAN.
- Implementation of network authentication mechanisms such as 802.1X, RADIUS, LDAP, etc.
- Diagnosis and resolution of network connectivity issues, including troubleshooting of hardware, firmware, and configuration problems.
- Utilization of network diagnostic tools such as ping, traceroute, and network analysers for identifying and resolving issues.
- Escalation of complex network problems to vendors or specialized support teams as necessary.
- Network support/troubleshooting/configuration is required for the purposes of ensuring there is connectivity from the end- point device to core infrastructure.
- Testing of Network Points to ensure operational when requested.
- Local Area Network management – Core Switches & Routers.
- Appropriate network logging and monitoring aligned to best practices.
- Authentication and Firewall governance.
- Deployment and configuration of wireless access points (WAPs) and wireless LAN controllers at our regions
- Responsible for managing all current network cabling as well as adding new cables to sites where needed in the estate.
- Repairing of failed network cables in the estate.
- Optimization of WLAN coverage and signal strength for maximum reliability and performance.
- Installation of Access Points at various sites
- Analysis of network traffic patterns and usage trends to forecast future capacity requirements.
- Recommendations for network upgrades and expansions to accommodate growing demands.
- Planning for scalability and redundancy to ensure the network can adapt to changing business needs and handle increased workloads.

<b>Service Area:</b>	<b>Description:</b>
<b>Security Compliance</b>	<ul style="list-style-type: none"> <li>– Security Services are the activities associated with maintaining physical and logical security of all ICT service components (hardware and software) and data, virus protection, access protection and other Security Services in compliance with the PPECB Security requirements. Data Security consists of the activities associated with the classification, management, security and encryption of sensitive/confidential data, and the storage of media containing that data.</li> <li>– Ensuring that all Desktops and Laptops are compliant to the PPECB Information Protection Policy.</li> <li>– Vulnerability Management – remediation only.</li> <li>– Remediation actions on all PPECB internal/external audit findings</li> <li>– Security Compliance and Audit Services are the activities to identify the standards that the PPECB must comply with, and to modify practices, policies, and procedures to enable compliance.</li> <li>– Implementation of security measures to protect the PPECB network infrastructure from unauthorized access and cyber threats.</li> </ul>
<b>Patch Management</b>	<ul style="list-style-type: none"> <li>– Regular assessment of available patches and updates for server operating systems, applications, and firmware.</li> <li>– Testing patches in a controlled environment before deployment to production systems to minimize potential disruptions.</li> <li>– Scheduled patch deployment to servers during maintenance windows to ensure minimal impact on business operations.</li> <li>– Monitoring patch deployment status and verifying successful installation to ensure all systems are up to date.</li> <li>– Performing rollback procedures in case of patch-related issues or conflicts to maintain system stability.</li> <li>– Maintaining documentation of patch management activities, including patch schedules, deployment logs, and compliance reports.</li> </ul>

**Incident Management**

- Log all Incidents and Service Requests by capturing the relevant information in the Supplier Incident Management System, unless directly assigned to the applicable resolver group when logged through the web portal.
- Utilise the Supplier Incident Management System to manage all Incidents and Service Requests.
- Determine whether the user is an authorised PPECB end user.
- Provide a unique Ticket number as a confirmation of receipt of the contact.
- Classify and prioritise Incidents and Service Requests as per the Priority Level Matrix provided for in Annexure A10: Cross Functional Services
- Update the initial Priority Level if the End User allocated an incorrect Priority Level and notify the End User accordingly.
  
- First Line Support:
  - Resolve Incidents and Service Requests using remote troubleshooting, where possible.
  - Should additional bandwidth be required to a Site to facilitate remote support, Supplier will submit a Change Request for approval to PPECB.
- Catch and Dispatch
  - Assign Tickets that were received via the web portal and that cannot be resolved at the Service Desk to the appropriate Resolver Groups for further troubleshooting and resolution.
  - Where a contact relates to IT services provided by PPECB or PPECB Third Party, and where the PPECB does not have access to the Supplier Incident Management System, such assignments will be per email to a pre-agreed email address.
- Where a contact relates to IT services provided by PPECB or PPECB Third Party and where the Ticket was received via the web portal, Supplier will:
  - assign the Ticket to a pre-agreed email address;
  - Add the Contact to the Contact volume.
  
- 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.
- Such status queries will be logged as a Contact.
- 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.
- After the applicable Resolver Group has confirmed the resolution of the Ticket and changed the ticket Status to resolved, a resolution notification will be provided to the End User via the auto-notification function of the Incident Management System, where such End User contact information has been provided.
- If no response is received from the End User within 5 (five) calendar days after resolution, the Ticket will be closed automatically.
- Integration of ticket logging system, if possible
  
- **Priority 1 and 2 Incidents**
  - 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.

Service Area:	Description:
	<ul style="list-style-type: none"> <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> <p style="text-align: center;">– <b>Customer Satisfaction Surveys</b></p> <ul style="list-style-type: none"> <li>• Provide automated email End User satisfaction surveys for every Ticket that has been logged through any of the agreed communication channels.</li> <li>• Provide a telephonic End User satisfaction survey for every Ticket that has been logged telephonically.</li> <li>• Take corrective action where feedback relates to unsatisfactory Supplier Service Desk Services.</li> <li>• Provide all survey results to the Supplier Service Delivery Manager for management and communication to PPECB.</li> </ul>
<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>

<p><b>Installs, Moves, Deletes and Changes (IMACD)</b></p>	<ul style="list-style-type: none"> <li>- (Perform the following IMACDs in accordance with Service Requests from the Primary Site). Remote software installations: Perform Remote Software Installation. PPECB to accept the remote access session. Ensure that End User is connected to the PPECB LAN or WAN for the Supplier to resolve the request.</li> <li>- <b>Software Standard Desktop installations and deletions:</b> <ul style="list-style-type: none"> <li>• Perform software installations or deletions on the Standard Desktop or Laptop. Ensure User is available for the installation. Provide and enforce PPECB's Data Protection, Retention and Disposal Policy. Ensure that End Users perform back-up and restore of End User data before and after device re-imaging/build.</li> </ul> </li> <li>- <b>Hardware installations and deletions:</b> <ul style="list-style-type: none"> <li>• Perform the support tasks and activities and facilitate participation of Third Parties as required to complete a requested IMACD. PPECB to Ensure User is available for the installation/Deletion.</li> <li>• On escalation from the Supplier, ensure that relevant Third Parties support the Supplier as necessary to complete the IMACD.</li> <li>• Provide and enforce PPECB's Data Protection, Retention and Disposal Policy.</li> <li>• Ensure that End Users perform back-up and restore of End User data before and after device re-imaging/build.</li> </ul> </li> <li>- <b>Hardware moves, adds and changes:</b> <ul style="list-style-type: none"> <li>• Perform the support tasks and activities and facilitate participation of Third Parties as required to complete a requested IMAC. PPECB to ensure User is available and perform logistical activities to ship units to remote sites when applicable. On escalation from the Supplier, ensure that relevant Third Parties support the Supplier as necessary to complete the IMAC.</li> <li>• Site readiness - Supplier - Upon receipt of an approved Additional Service Request, confirm readiness of the site before execution of the IMACD. PPECB to raise an additional Service Request with the Supplier.</li> <li>• Ensure all electrical, network, telephony and site changes are performed on time to carry out IMACD requests.</li> <li>• Decommissioning - Supplier, upon receipt of an approved Additional Service Request, decommission devices. On decommissioning, wipe data and return device to the PPECB store in accordance with PPECB's supplied processes and standards. Raise an Additional Service Request with the Supplier. Provide PPECB's Data Protection, Retention and Disposal Policy.</li> <li>• Non-standard device / software support – Supplier, upon receipt of an approved Additional Service Request, provide IMACD for non-standard devices or non-standard software. PPECB to raise an Additional Service Request with the Supplier with the requirements for specific non-standard devices or software to be supported.</li> <li>• Software distribution software - Supplier to manage and maintain software management systems. (Dependant on PPECB requesting such a system to be installed as per new request). PPECB to allow remote takeover of devices to remotely install software.</li> <li>• (Allow the Supplier to place software distribution infrastructure at all locations requiring remote software installs.)</li> </ul> </li> <li>- <b>Software installation:</b> <ul style="list-style-type: none"> <li>• Supplier - Upon receipt of an approved Additional Service Request, install the Standard Desktop or Laptop operating environment, and any</li> </ul> </li> </ul>
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Service Area:	Description:
	<p>user-specific packaged software in accordance with the PPECB's standard software list.</p> <ul style="list-style-type: none"> <li>• PPECB to raise an Additional Service Request with the Supplier for Software installation. Provide the pre-staging infrastructure for installs so that the install is completed prior to delivery of the Standard Desktop or Laptop to the End User location at the PPECB site. Ensure End Users and/or businesses do not switch off onsite, staging infrastructure or disconnect it from the PPECB LAN or WAN.</li> <li>• Supplier - Install standard software as per the list provided by PPECB using toolset. (Dependant on PPECB requesting such a system to be installed as per new request). PPECB to provide the Supplier with PPECB's standard software list.</li> <li>• Supplier - Install standard software as per the list provided by PPECB manually. PPECB to provide the Supplier with PPECB's standard software list.</li> <li>• Disposal - Supplier - Upon receipt of an approved Additional Service Request, perform the physical disposal of devices. PPECB to raise an Additional Service Request with the Supplier for the disposal of devices.</li> </ul> <p>– .</p>
<p><b>Knowledge Management</b></p>	<p>– <b>Training and Knowledge Transfer Services consist of the following three types of training the Service Provide will provide:</b></p> <ul style="list-style-type: none"> <li>• Training for the improvement of skills through education and instruction for Service Provider's staff. Bidder will participate in any initial and ongoing training delivered by PPECB as required that would provide a learning opportunity about the PPECB business and technical environment.</li> <li>• Training for PPECB-retained technical staff for the express purpose of exploiting the functions and features of the PPECB computing environment. Delivery methods may include classroom-style, computer-based, individual, or other appropriate means of instruction.</li> <li>• Selected classroom-style and computer-based training (case-by-case basis) for standard COTS (Commercial Off the Shelf) and Software as a Service (SaaS) applications, including new employee training, upgrade classes and specific skills.</li> <li>• Ensuring that the Knowledge base and Self-Help sites are kept up to date with the relevant resolution to common incidents that are logged.</li> </ul>

Service Area:	Description:
<b>Availability Management</b>	<ul style="list-style-type: none"> <li data-bbox="475 235 1420 436">– Availability Management covers the evaluation, design, implementation, measurement, and management of the PPECB ICT Infrastructure Availability from a component and an end-to-end perspective (i.e., Services), including new or modified ICT Service Management methodologies and tools, as well as technology modifications or upgrades of ICT Infrastructure systems and components.</li> <li data-bbox="475 481 1420 616">– Determining business unit availability requirements (usually as part of the SLA development) for a new or enhanced ICT Service and formulating the availability and recovery design criteria for the IT Infrastructure to ensure ICT Services are designed to deliver the appropriate levels of a</li> <li data-bbox="475 627 1420 761">– Determining the critical business functions and impact arising from ICT component failure. Where appropriate, reviewing the availability design criteria to provide additional resilience to prevent or minimize impact to the business.</li> <li data-bbox="475 772 1420 862">– Identifying opportunities to optimize the availability of the ICT Infrastructure to deliver cost-effective improvements that deliver tangible business benefits.</li> <li data-bbox="475 873 1420 974">– Supporting the targets for availability, reliability and maintainability for the ICT Infrastructure components that underpin the ICT Service, to enable these to be documented and agreed within SLAs and contracts.</li> <li data-bbox="475 985 1420 1075">– Establishing measures and reporting of availability, reliability and maintainability that reflect the business, End-User, and ICT support organization perspectives.</li> <li data-bbox="475 1086 1420 1153">– Monitoring and trend analysis of the availability, reliability and maintainability of ICT systems and components</li> <li data-bbox="475 1164 1420 1254">– Reviewing ICT Service, system, and component availability, identifying unacceptable levels and ensuring appropriate corrective actions are taken to address ICT availability shortfalls.</li> <li data-bbox="475 1265 1420 1332">– Investigating the underlying reasons for unacceptable availability and providing recommendations for resolution</li> <li data-bbox="475 1344 1420 1512">– Producing and maintaining a forward-looking Availability Plan, which prioritizes and plans overall ICT availability improvements aimed at improving the overall availability of ICT Services and Infrastructure components to ensure that existing and future business availability requirements can be met.</li> <li data-bbox="475 1523 1420 1624">– Providing ICT availability reports to ensure that agreed levels of availability, reliability and maintainability are measured and monitored on an ongoing basis</li> </ul>

Service Area:	Description:
Capacity Management	<p data-bbox="466 273 1420 398">– <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></p> <ul style="list-style-type: none"> <li data-bbox="571 407 1420 470">▪ Monitoring of performance and throughput of ICT Services and supporting ICT components</li> <li data-bbox="571 492 1420 555">▪ Understanding current demands and forecasting for future requirements</li> <li data-bbox="571 577 1420 609">▪ Developing capacity plans which will meet demand and SLRs.</li> <li data-bbox="571 631 1420 694">▪ Developing modeling and conducting simulations to manage capacity.</li> <li data-bbox="571 716 1420 748">▪ Conducting risk assessment of capacity recommendations</li> <li data-bbox="571 770 1420 833">▪ Developing and implementing a capacity plan including the financial impact of the Service Towers</li> <li data-bbox="571 855 1420 887">▪ Undertaking tuning activities</li> </ul>



## 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/OUTSOURCING/2024/02 - (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/OUTSOURCING/2024/02 – Provision of Outsourced ICT Infrastructure Services**

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 08 May 2024 11h30 until 13h00. **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\\_NmUxNDE1YmEtZjliNi00MDI4LTg5OWQtOWRiZWlxNDY2MDc2%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_NmUxNDE1YmEtZjliNi00MDI4LTg5OWQtOWRiZWlxNDY2MDc2%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 (refer paragraph 3.11.1.).
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/OUTSOURCING/2024/02**

**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 – Site Visit of the bidders Network Operations Centre (N.O.C).
- Stage 6 – Price and Preference Evaluation; and
- Stage 7 – 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 a cloud-based service desk. (Confirm in writing)	
b. Bidder must be at minimum, a Microsoft Gold Partner. (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 Gold Partner.</b>	
c. Bidder must have a national footprint with site offices in the Eastern Cape, Western Cape, Gauteng, and Kwa-Zulu Natal. (Site addresses and GPS coordinates)	
d. Bidder will have a Network Operations Centre (N.O.C) (Provide address of N.O.C)	

## 7.2 Stage 3 - Functional / Technical Evaluation

This bid will be evaluated on functionality. The functional / technical evaluation is further subdivided 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.**

No	Technical Evaluation Criteria	Reference in Proposal	Min Points	Max Points
		This must be stated in your proposal to score points. 0 points will be awarded if it is not in the proposal.		
<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 as per <u>Annexure A</u>.</p> <p>References must be in relation/similar 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 – 15 Points            2 References – 10 Points            1 References – 0 Points</p> <p>Complete Annexure A fully.</p> <p>Please note that PPECB reserves the right to contact the clients for a reference check. It is</p>			15

	therefore important to ensure that the clients listed on the schedule are contactable.			
<b>3. Compliance</b>	Latest version of ISO/IEC 20000 valid certification - 10 points No certification – 0 points			10
<b>4. National Footprint</b>	a. Methodology – Refer to Annexure B onsite support with lead times - 10 points.  To score full points, the bidder must detail how each office will be serviced and the lead times.  No methodology and/or methodology does not address all offices – 0 points.			10
<b>5. Exit Management/ Assistance</b>	Service Provider must provide an exit management plan or strategy to be implemented upon expiry/termination of the Agreement, in terms of which it will assist the PPECB to transition to the newly appointed service provider.  Bidder's standard Exit Management Plan/Procedure provided – 10 points.  Where bidder does not have a standard plan or procedure, but Bidder is willing to agree to an Exit Management plan – 5 points.  No Plan/Procedure submitted and/or no confirmation that bidder is willing to agree to a plan – 0 points			10
<b>6. Service Desk</b>	<b>The service should include but not be limited to the following aspects:</b>	<i>Please refer to Annexure C.</i>		<b>100</b>
	a. Provide a cloud-based Service Desk solution with processes and procedures aligned to ITIL and work instructions to deliver the required services to PPECB - 5 points			5
	b. Dedicated email address for PPECB - 5 points			5
	c. Dedicated phone line for PPECB - 5 points			5
	d. No monthly ticket capping on ticket volumes - 5 points		5	5
	e. Transition of existing resolver groups from current to recommended solution\platform - 5 points			5
	f. Provide Customer Satisfaction Scores: Feedback from users on the quality of service provided by the service desk - 5 points			5
	g. Availability and Uptime: The service desk's availability and uptime process to ensure continuous support for users with 99.95% availability - 5 points			5
	h. Service desk should be able to incorporate SD PPECB SLA's - 5 points.			5
	i. SLA email notifications - Emails sent to indicate potential violation of the Service Level Agreement - 5 points			5

	j. Push notifications of progress on incidents and requests - 5 points			5
	k. Email ingestion – SD should automatically assign tickets to resolver groups - 5 points			5
	l. No restriction on number of resolver groups – 5 points			5
	m. Licensing Model: Multi-user license model – 5 points (No single license model)			5
	n. Dedicated Call coordinator – 5 points			5
	o. Incident Management Process: The efficiency and effectiveness of the service desk in managing and resolving incidents - 5 points			5
	p. Problem Management Process: The service desk's approach to identifying and addressing underlying problems to prevent recurring technical issues - 5 points			5
	q. Change Management Process: The process service desk follows when handling and implementing changes to IT systems and services without causing disruptions. Communications - 5 points			5
	r. Knowledge Management via the Service Desk – 5 points			5
	s. Security and Compliance: Security protocols and regulatory requirements in handling sensitive data and information - 5 points			5
	t. Provide Service Desk support during Service Hours – Add 7am – 7pm for service desk - 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. Change Management</b>	<b>The service should include but not be limited to the following aspects:</b>			<b>20</b>
	a. Change portal for logging changes – 10 points			10
	b. Fully fledged end to end CM process - 5 points			5
	c. Allocated Change Manager – 5 points			5
<b>9.End User Computing (EUC)</b>	<b>The service should include but not be limited to the following aspects:</b>			<b>35</b>
	a.1st line and 2nd line troubleshooting – 10 points			10
	b. Provide 1st, 2nd, and 3rd line support for onsite and remote end points - 5 points			5
	c.1st line and 2nd line support for Software and Applications - 10 points			10
	d. Laptop builds – 5 points			5
	e. Laptop software deployments via a centralized management system – 5 points			5

<b>10.Database Administration</b>	<b>The service should include but not be limited to the following aspects:</b>			<b>25</b>
	a. Fully managed database support services - 10 points			10
	b. Database support maintenance - 5 points			5
	c. Database monitoring - 5 points			5
	d. Database patching - 5 points			5
<b>11.Project Management (transitioning of services)</b>	<b>PPECB requires the services of a Project Manager to transition existing services:</b>			<b>20</b>
	a. Project Manager - 5 points			5
	b. A detailed project plan - 5 points			5
	c. Project execution date of: 60 days - 5 points 30 days - 10 points			10
<b>12. Business Continuity &amp; Disaster Recovery</b>	<b>a. Bidder to implement, manage and execute bi-annual Disaster Recovery Exercise in accordance with PPECB Business Continuity Plan 15 points</b>			<b>15</b>
<b>13. Secure Socket Layer (SSL) Certification</b>	<b>The service should include but not be limited to the following aspects:</b>			<b>10</b>
	a. Bidder to do an annual procurement, installation, and yearly renewal of SSL certificates to secure server communications and transactions - 10 points			10
<b>14. Servers</b>	<b>The service should include but not be limited to the following aspects:</b>	<i>Please refer and respond to Annexure F</i>		<b>75</b>
	a. Bidder should have a complete understanding of Installation, Configuration and Management of physical as well as virtual server operating systems – Point 10			10
	b. Bidder must be able to manage all Virtual Machines via a console – 10 points			10
	c. Bidder should provide configuration and technical support for all infrastructure related servers within the estate - Point 10			10
	d. Offering configuration and technical support for infrastructure servers including DHCP, Active Directory (AD), and DNS - Point 10			10
	e. Bidder will be conducting daily server health checks and provide regular reporting to assess performance, resource utilization, and system integrity for proactive maintenance - 5 points			5
	f. Daily reports of uptime of servers, services, and applications will be done through continuous monitoring and tracking of server			5

	uptime, service availability, and response times - 5 points			
	g. Monitoring system performance metrics like CPU utilization, memory usage and disk I/O will be provided to identify bottlenecks and resource constraints - 5 points			5
	h. Bidder will show how they will be responsible for configuring alerting mechanisms to notify IT personnel of critical events, anomalies, or performance degradation, enabling timely response - 5 points			5
	i. Provide proof of offering the above services to other clients – 10 points			5
	g. Configuring alerting mechanisms to notify IT personnel of critical events, anomalies, or performance degradation - 5 points			5
	h. Analysing historical performance data and trends to forecast future resource requirements and plan for capacity upgrades or adjustments - 5 points			5
<b>15. Exchange/ O365/ Email</b>	<b>The service should include but not be limited to the following aspects:</b>			<b>15</b>
	a. Bidder should be able to manage all configuration, maintenance, as well as troubleshooting of the mail server, including setting up email accounts, configuring email clients, and managing server settings - 5 Points			5
	b. Should be able to provide technical support for email-related issues such as delivery failures, spam filtering, and mailbox configuration, ensuring smooth operation of email services - 5 Points			5
	c. Monitoring email delivery to ensure proper functionality and addressing any issues that arise, such as delivery failures or spam filtering - 5 Points			5
<b>16. Domain Name System (DNS)</b>	<b>The service should include but not be limited to the following aspects:</b>			<b>10</b>
	a. Bidder should Support and manage all internal DNS related queries to ensure accurate and efficient domain name resolution – 5 Points			5
	b. Setting-up and troubleshooting but not limited to all DNS records – 5 Points			5
<b>17. Dynamic Host Configuration Protocol (DHCP)</b>	<b>The service should include but not be limited to the following aspects:</b>			<b>10</b>
	a. Bidder to be responsible for the configuration and management of all DHCP (Dynamic Host Configuration Protocol) servers related tasks such as to automate the assignment of IP addresses and network configuration parameters to devices on our network - 5 Points			5
	b. Set up DHCP scopes, leases, and reservations, leases, subnet masks to ensure			5

	efficient IP management and consistency for critical devices - 5 Points			
<b>18. Active Directory (AD)</b>	<b>The service should include but not be limited to the following aspects:</b>			<b>15</b>
	a. Bidder should manage all AD structure, including domains, organizational units (OUs), and group policies, based on the organization's needs – 5 points			5
	b. Manage and support of AD integration with other systems and services, such as Exchange Server, SharePoint, SCCM and File and Print Servers as well as other Application Servers for centralized user management and authentication - 5 points			5
	c. Bidder should manage all policies associated with AD within the Server, Desktop, Laptop infrastructure using software – 5 points			5
<b>19. Remote Access</b>	<b>The service should include but not be limited to the following aspects:</b>			<b>10</b>
	a. Bidder should provide remote desktop tool (such as RDP, VNC or TeamViewer) to allow remote access to servers and workstations. Preferable TeamViewer for security purposes - 5 Points			5
	b. Bidder will support Remote support tool as well as provide PPECB with 25-30 licenses for internal and external support - 5 Points			5
<b>20. 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>21. Networking</b>	<b>The service should include but not be limited to the following aspects:</b>	<i>Please refer and respond to Annexure D</i>		<b>75</b>
	a. Bidder has the skill to be responsible for Network Support/ Troubleshooting/ Configuration for the purposes of ensuring there is connectivity from the end- point device to core infrastructure - 5 points			5
	b. Daily monitoring of network performance, availability, and traffic patterns - 5 points			5
	c. Detection and resolution of network issues such as bandwidth congestion, packet loss, or network device failures - 5 points			5
	d. Management of network devices through <b>centralized management platforms</b> for configuration changes and firmware updates - 5 points			5
	e. Configuration and management of user access policies and permissions within the LAN - 5 points			5

	f. Bidder is capable of troubleshooting network connectivity issues, including troubleshooting of hardware, software, and configuration problems - 5 points			5
	g. Analysis of network traffic patterns and usage trends to forecast future capacity requirements by proving traffic outputs regularly - 5 points			5
	h. Bidder will be responsible for the deployment, installation, and configuration of wireless access points (WAPs) at our regions when needed - 5 points			5
	i. Bidder responsible for replacement wireless access points (WAPs) at regions when needed. - 5 points			5
	j. Bidder has capacity to Installation Access Points at various sites when needed - 5 points			5
	k. Bidders will have the capacity and technical skills to install and configure switches at various sites when needed - 5 points			5
	l. Analysis of network traffic patterns and usage to forecast future capacity requirements – 5 points			5
	m. Provide daily network reports on stability of network on estate - 5points			5
	n. Configuring alerting mechanisms to notify IT personnel of critical events, anomalies, or performance degradation - 5 points			5
	o. Analysing historical performance data and trends to forecast future resource requirements and plan for capacity upgrades or adjustments - 5 points			5
<b>22. Cabling</b>	<b>The service should include but not be limited to the following aspects:</b>			<b>10</b>
	a. Bidder is responsible for managing all current network cabling as well as adding new cables to sites where needed in the estate - 5 points			5
	b. Bidder as the technical skills to fix failed network cables in the estate when needed - 5 points			5
<b>23. Patching</b>	<b>The service should include but not be limited to the following aspects:</b>			<b>15</b>
	a. Regular assessment and testing of patches for server operating systems, applications, and firmware to ensure security and stability - 5 points			5
	b. Deployment of patches during scheduled maintenance windows to minimize disruptions to business operations - 5 points			5
	c. Monitoring patch deployment status and maintaining documentation for reference and audit purposes - 5 points			5
<b>24. Asset Tracking</b>	<b>The service should include but not be limited to the following aspects:</b>	<i>Please refer and respond to Annexure E</i>		<b>35</b>
	a. Bidder must provide PPECB with a full end to end Asset Tracking Management Tool which includes the software application - 10 points			10

	b. Must have comprehensive tracking of assets components throughout their lifecycle, from acquisition to disposal - 5 points			5
	c. Support for efficient asset identification and updates using barcode or QR code scanning technology which includes RF readers - 5 points			5
	d. Seamless integration with other IT systems for data exchange, enhancing workflow efficiency - 5 points			5
	e. Ability to create detailed profiles for assets, including essential information like serial numbers, purchase dates, and user assignments - 5 points			5
	f. Reporting and analytics features to provide insights into asset usage, depreciation, compliance, and other key metrics - 5 points			5
<b>25. Enterprise Architecture</b>	Bidder to provide an Enterprise Architect to oversee the PPECB infrastructure as per all service towers			10
		<b>Total</b>		<b>580</b>

### **Functional Threshold**

The minimum functional threshold is **460 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 Stage 1 and 2, will be further be evaluated under this side. The bidder must present their solution and the solution must the consider/contain the below:

	<b>Service Tower</b>	<b>Description</b>	<b>Points allocation</b>
<b>1</b>	<b>Service Desk (ITSM)</b>	<b>The bidder must demonstrate ITSM full functionality.</b> A. Provide a cloud-based Service Desk solution with processes and procedures aligned to ITIL and work instructions to deliver the required services to PPECB. B. Dedicated email address for PPECB. C. Dedicated phone line for PPECB D. Dedicated Call coordinator E. Provide Service Desk support during Service Hours – Add 7am – 7pm for service desk.	<b>10</b>
<b>2</b>	<b>Incident, Problem and Change Management</b>	<b>The bidder must demonstrate the full incident, problem and change management.</b> A - Fully fledged end to end Incident Management process.	<b>10</b>

		<p>B – Automated notifications will be sent to the End User on the following statuses: Open, Pending Customer, Resolved and Re-opened</p> <p>C - Resolve Incidents and Service Requests using remote troubleshooting, where possible.</p> <p>D – Demonstrate how a Change would be logged via Change portal.</p> <p>E - Fully fledged end to end Problem Management process.</p>	
3	End-user support	<p><b>The bidder will demonstrate the complete End-user managed service.</b></p> <p>A - Laptop build process.</p> <p>B - Laptop software deployments via a centralized management system process.</p> <p>C – Demonstrate how the vendor has implemented intuitive features to enhance the user experience.</p> <p>D – Discuss any accessibility features or accommodations that the vendor offers to cater to users with diverse needs.</p> <p>E – Vendor to illustrate how they communicate proactively with users about updates, issues, and other relevant information.</p>	10
4	Active Directory	<p><b>The bidder must demonstrate the full Active Directory managed service. This will include the recommendations to remediate the existing PPECB AD configuration in accordance with industry standards.</b></p> <p>A – Demonstrate how bidder will manage all Active Directory related issues</p> <p>B – Assure Active Directory Integration with other systems</p>	10
6	Local Network (LAN) Area	<p><b>The bidder must demonstrate the full Network managed service. This will include the recommendations to remediate the existing PPECB LAN configuration in accordance with industry standards.</b></p> <p>A - Demonstrate a robust configuration management practice to ensure network devices are properly configured for optimal performance</p> <p>B – Demonstrate Management of network devices through centralized management platforms</p> <p>C – Demonstrate the monitoring tools and processes that detects network performance issues</p> <p>D – Assuring the ability to send daily reporting on the network health across the estate</p> <p>E – Demonstrate the ability to configure, troubleshoot and support Wireless Access Points (WAPs)</p>	10
7	Server Support and Maintenance	<p><b>The bidder must demonstrate the complete Server managed service.</b></p> <p>A – Demonstrate the server build process</p> <p>B - Demonstrating proactive monitoring tools and processes that detect server performance issues and potential failures.</p> <p>C - Outline a detailed service scope encompassing server provisioning, configuration, monitoring, maintenance, and troubleshooting.</p> <p>D – Assuring the ability to send us the daily health checks reports</p>	10
8	Exchange	<p><b>The bidder must demonstrate the full Exchange managed service. This will include the recommendations to remediate the existing PPECB Exchange configuration in accordance with industry standards.</b></p> <p>A - Demonstrating of managing Exchange Server environments according to best practices,</p>	10

		B – Demonstrate in monitoring of email delivery failures and spam filtering C – Demonstrate client access control for mailboxes D – Assure the management of mailbox sizing and security E – Demonstrating monitoring of Exchange environment	
9	<b>Database Support and Maintenance</b>	<b>The bidder will demonstrate the complete Database managed service.</b>	<b>10</b>
10	<b>Asset Tracking</b>	<b>The bidder must demonstrate the complete Asset Tracking managed service.</b> A – Demonstration of how you would provide a detailed inventory of all IT assets B – Demonstrate how asset tagging would be simulated within this process C – Demonstrating Integrating asset tracking systems with IT service management platforms D – Demonstrating of monitoring IT assets	<b>10</b>
	Total		<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 - Site Visit of the bidders Network Operations Centre (N.O.C).

Site Visits will be conducted of the bidders Network Operations centre (N.O.C). This will be communicated with bidders meeting all the previous stages.

### 7.4 Stage 6 – 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 either using the **80/20** or **90/10** preference point system as per the current Preferential Procurement Regulations. The lowest acceptable tender will be used to determine the system used.

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

### 7.5 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)	Preference Points	Number of points claimed (90/10 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 Points: 10</b> EME = 10 QSE = 10 Generic = 2	
	<b>Total Specific Goals</b>		<b>20</b>		<b>10</b>	

## 7.6 Stage 7 - 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/OUTSOURCING/2024/02**

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 B – Onsite support (Sites to be services in accordance with the pre-defined SLA priority levels on page 10)**

<b>PPECB SITE LIST</b>				
<b>#</b>	<b>Regional Offices</b>	<b>Address</b>	<b>Support lead times</b>	<b>Are you able to provide onsite support? Y/N</b>
1	Head Office	45 Silverboom Avenue, Platteklouf, 7500	4 hours	
2	Citrusdal	65 Voortrekker Road, Citrusdal, 7340	4 hours	
3	Ceres	37 Voortrekker Road, Van Eeden Building, Ceres, 6835	4 hours	
4	Paarl	20 Bergsig Avenue, Zomerlust Estate, Bergrivier Boulevard, Paarl, 7646	4 hours	
5	Robertson	12 Paul Kruger Street, Robertson, 6705	4 hours	
7	Grabouw	C/O Hofmeyer Street & Forest Ave, Grabouw, 7160	4 hours	
8	Nelspruit	5 Emkhe Street, Nelspruit 1200	4 hours	
9	Centurion	119 Gerhard Street Centurion Close, Centurion 0157	4 hours	
10	TZANEEN	2 Thiem Street, Tzaneen, 0850	4 hours	
11	Durban	2 Old Mission, Bluff, Durban, 4052	4 hours	
12	Port Elizabeth	63 Newton Street, Newton Park, 6055	4 hours	
13	Montague Gardens	Unit A5 Arden Grove Park, Corner Racecourse & Omuramba Road, Montague Gardens, 7441	4 hours	
<b>#</b>	<b>Sub offices</b>	<b>Address</b>		
1	Hex River	Hex Valley, 6 Voortrekker Ave, De Doorns, 6875	Next business day	
2	Monument Park	Unit B, 70 Monument Corner Office Park, Monument and Commissioner Street, Kempton Park, 2196	Next business day	
3	Groblersdal	17 Gembok Street Groblersdal 0470	Next business day	
4	Bothaville	13 Van Riebeeck Street, Bothaville, 9660	Next business day	
5	Durban FPT	O/P Berth, T-Jetty, Dock Road, Port of Durban, 4000	Next business day	
6	CPT Airport Office	Tower Road, Cape Town International Airport, 7525	Next business day	
7	Tulbagh	34B Van der Stel Street, Tulbagh, 6820	Next business day	
8	Augrabies	Augpad Cold Stores, Augrabies	Next business day	
9	Kakamas	Groot Gariiep Cold Store, Kakamas	Next business day	
10	Clanwilliam	Capitec Bank Gebou nr 3, Hoofstraat, Clanwilliam, 8135	Next business day	
11	Piketberg	Ketemba Building nr 2, Voortrekkerstraat, Piketberg	Next business	

			day	
12	Upington	Assuranje Gebou, Markstraat 60, Upington, 8800	Next business day	
13	Malelane	27 c/o Impala & Buffel Street, Malelane, 1320	Next business day	
14	Kirkwood	PPECB, Main Street, Kirkwood	Next business day	
15	Langkloof	House no 1 at Summer Place, Louterwater, 6435	Next business day	
16	Patensie	6 Middlestreet Close, Patensie, 6335	Next business day	
17	Hoedspruit	167 Moose Road, Hoedspruit, 1380	Next business day	
18	Musina	47 Appelblaar Crescent, Appelblaar Flats Unit C, Musina, 0900	Next business day	

## Annexure C – Service Desk

Service Desk	Comply (Yes/No)
a. Provide a cloud-based Service Desk solution with processes and procedures aligned to ITIL and work instructions to deliver the required services to PPECB.	
b. Dedicated email address for PPECB.	
c. Dedicated phone line for PPECB.	
d. No monthly ticket capping on ticket volumes.	
e. Transition of existing resolver groups from current to recommended solution\platform.	
f. Provide Customer Satisfaction Scores: Feedback from users on the quality of service provided by the service desk.	
g. Availability and Uptime: The service desk's availability and uptime process to ensure continuous support for users with 99.95% availability	
h. Service desk should be able to incorporate SD PPECB SLA's	
i. SLA email notifications - Emails sent to indicate potential violation of the Service Level Agreement.	
j. Push notifications of progress on incidents and requests.	
k. Email ingestion – SD should automatically assign tickets to resolver groups.	
l. No restriction on number of resolver groups.	
m. Licensing Model: Multi-user license model – (No single license model)	
n. Dedicated Call coordinator.	

o. Incident Management Process: The efficiency and effectiveness of the service desk in managing and resolving incidents.	
p. Problem Management Process: The service desk's approach to identifying and addressing underlying problems to prevent recurring technical issues.	
q. Change Management Process: The process service desk follows when handling and implementing changes to IT systems and services without causing disruptions. Communications.	
r. Knowledge Management via the Service Desk.	
s. Security and Compliance: Security protocols and regulatory requirements in handling sensitive data and information.	
t. Provide Service Desk support during Service Hours – Add 7am – 7pm for service desk.	

## Annexure D – Networking (Local Area Network)

NETWORKING		Comply (Yes/No)
a.	Bidder has the skill to be responsible for Network Support/ Troubleshooting/ Configuration for the purposes of ensuring there is connectivity from the end-point device to core infrastructure.	
b.	Bidder has a Network Operating Center (NOC) Solution to assist PPECB with various network issues.	
c.	Daily monitoring of network performance, availability, and traffic patterns. - 5 points	
d.	Detection and resolution of network issues such as bandwidth congestion, packet loss, or network device failures.	
e.	Management of network devices through <b>centralized management platforms</b> for configuration changes and firmware updates	
f.	Configuration and management of user access policies and permissions within the LAN.	
g.	Bidder is capable of troubleshooting network connectivity issues, including troubleshooting of hardware, software, and configuration problems.	
h.	Analysis of network traffic patterns and usage trends to forecast future capacity requirements by proving traffic outputs regularly.	
i.	Bidder will be responsible for the deployment, installation, and configuration of wireless access points (WAPs) at our regions when needed.	
j.	Bidder responsible for replacement wireless access points (WAPs) at regions when needed.	
k.	Bidder has capacity to Installation Access Points at various sites when needed.	
l.	Bidders will have the capacity and technical skills to install and configure switches at various sites when needed.	
m.	Analysis of network traffic patterns and usage to forecast future capacity requirements	
n.	Provide daily network reports on stability of network on estate.	
o.	Configuring alerting mechanisms to notify IT personnel of critical events, anomalies, or performance degradation.	
p.	Analysing historical performance data and trends to forecast future resource requirements and plan for capacity upgrades or adjustments.	

## Annexure E – Asset Tracking

ASSET TRACKING		Comply (Yes/No)
a.	Bidder must provide PPECB with a full end to end Asset Tracking Management Tool which includes the software application.	
b.	Must have comprehensive tracking of assets components throughout their lifecycle, from acquisition to disposal.	
C.	Support for efficient asset identification and updates using barcode or QR code scanning technology which includes RF readers.	
d.	Seamless integration with other IT systems for data exchange, enhancing workflow efficiency.	
e.	Ability to create detailed profiles for assets, including essential information like serial numbers, purchase dates, and user assignments.	
f.	Reporting and analytics feature to provide insights into asset usage, depreciation, compliance, and other key metrics.	

## Annexure F – Servers

<b>15</b>	PHYSICAL SERVERS	<b>59</b>	VIRTUAL SERVERS	<b>TOTAL: 74 SERVERS</b>
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<b>16</b>	PRINT SERVERS	<b>11</b>	SQL SERVERS
<b>19</b>	INFRASTRUCTURE SERVERS	<b>28</b>	APPLICATION SERVERS

Host Name	CI Type	Status	Asset Location	Class	Ownership	Business Application	Business Function
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### PRINT SERVERS

PPECB-CEN-SRV	Physical Server	In Use	Centurion_Gerhard St 119	Silver	Managed	File and Print	File and Print
PPECB-CER-SRV	Physical Server	In Use	Ceres_Voortrekker Rd 37	Silver	Managed	File and Print	File and Print
PPECB-CIT-SRV	Physical Server	In Use	Citrusdal_Voortrekker Rd 65	Silver	Managed	File and Print	File and Print
PPECB-CTA-SRV	Physical Server	In Use	Cape Town_Cape Town International Airport	Silver	Managed	File and Print	File and Print
PPECB-DBN-SRV	Physical Server	In Use	Bluff_Old Mission 2	Silver	Managed	File and Print	File and Print
PPECB-FPT-SRV	Physical Server	In Use	Durban_Port of Durban	Silver	Managed	File and Print	File and Print
PPECB-GRA-SRV	Physical Server	In Use	Grabouw_Cnr Hofmeyer St and Forest Ave	Silver	Managed	File and Print	File and Print
PPECB-JHB-SRV	Physical Server	In Use	Monument Park_Commissioner St 70	Silver	Managed	File and Print	File and Print
PPECB-MGD-SRV	Physical Server	In Use	Montague Gardens_Arden Grove Park 5A	Silver	Managed	File and Print	File and Print
PPECB-NEL-SRV	Physical Server	In Use	Mbombela_Emkhe St 5	Silver	Managed	File and Print	File and Print
PPECB-PRL-SRV	Physical Server	In Use	Paarl_Zomerlust Estate	Silver	Managed	File and Print	File and Print
PPECB-PTE-SRV	Physical Server	In Use	Gqeberha_Newton St 63	Silver	Managed	File and Print	File and Print
PPECB-ROB-SRV	Physical Server	In Use	Robertson_Paul Kruger St 12	Silver	Managed	File and Print	File and Print
PPECB-TZN-SRV	Physical Server	In Use	Tzaneen_Thiem St 2	Silver	Managed	File and Print	File and Print
PPECB-HO-FP01	Virtual Server	In Use	Rondebosch_Teraco	Silver	Managed	File and Print	File Server
PPECB-DSI-FP02	Virtual Server	In Use	Rondebosch_Teraco	Silver	Managed	File and Print	Core Print Server

### INFRASTRUCTURE SERVERS

PPECB-DSI-DC01	Virtual Server	In Use	Rondebosch_Teraco	Silver	Managed	Active Directory	Active Directory
PPECB-DSI-DC02	Virtual Server	In Use	Rondebosch_Teraco	Silver	Managed	Active Directory	Active Directory
PPECB-DSI-ADFS1	Virtual Server	In Use	Rondebosch_Teraco	Silver	Managed	AD Federation Services	AD Federation Services
PPECB-DSI-DIRS1	Virtual Server	In Use	Rondebosch_Teraco	Silver	Managed	AD Federation Services	AD Federation Services
PPECB-PRD-RPBK	Virtual Server	In Use	Rondebosch_Teraco	Silver	Managed	BaaS	Backup Server
PPECB-HO-CERT01	Virtual Server	In Use	Rondebosch_Teraco	Silver	Managed	Certification Server	Certification Server
PPECB-DSI-DHCP1	Virtual Server	In Use	Rondebosch_Teraco	Silver	Managed	DHCP	DHCP
PPECB-DSI-DHCP2	Virtual Server	In Use	Rondebosch_Teraco	Silver	Managed	DHCP	DHCP

PPECB-DSI-EXC01	Virtual Server	In Use	Rondebosch_Teraco	Silver	Managed	Virtual Machine	Infrastructure Server
VMAZNADCPRD001	Virtual Server	In Use	Azure_South Africa North	Silver	Managed	Active Directory	Domain Controller
VMAZNADCPRD002	Virtual Server	In Use	Azure_South Africa North	Silver	Managed	Active Directory	Domain Controller
PPECB-DSI-EXC01	Virtual Server	In Use	Rondebosch_Teraco	Silver	Managed	Virtual Machine	Infrastructure Server
PPECB-DSI-NPS01	Virtual Server	In Use	Rondebosch_Teraco	Silver	Managed	Radius	Radius
PPECB-PRD-SCCM	Virtual Server	In Use	Rondebosch_Teraco	Silver	Managed	SCCM	Virtual Machine
PPECB-PRD-SCCM2	Virtual Server	In Use	Rondebosch_Teraco	Bronze	Managed	SCCM	Temporary SCCM server
PPECB-HO-RDP01	Virtual Server	In Use	Rondebosch_Teraco	Silver	Managed	Navision	Terminal Server
S4ZAJ1DSAPP35	Virtual Server	In Use	Rondebosch_Teraco	Silver	Gijima Owned	Terminal Server	Terminal Server
PPECB-HO-RDG01	Virtual Server	In Use	Rondebosch_Teraco	Silver	Managed	Navision	Terminal Server Gateway
PPECB-WIFI-CNT	Virtual Server	In Use	Rondebosch_Teraco	Silver	Managed	WiFi Controller	WiFi Controller

#### **SQL DATABASE**

PPECB-DEV-SQL	Virtual Server	In Use	Rondebosch_Teraco	Bronze	Managed	TITAN	Database Server
PPECB-DEV-SQL06	Virtual Server	In Use	Rondebosch_Teraco	Silver	Managed	SQL Server	Database Server
PPECB-HO-SPSQL	Virtual Server	In Use	Rondebosch_Teraco	Silver	Managed	SQL Server	Database Server
PPECB-PRD-SQL01	Virtual Server	In Use	Rondebosch_Teraco	Silver	Managed	Navision	Database Server
PPECB-PRD-SQL02	Virtual Server	In Use	Rondebosch_Teraco	Silver	Managed	TITAN	Database Server
PPECB-PRD-SQL05	Virtual Server	In Use	Rondebosch_Teraco	Silver	Managed	Business Integration	Database Server
PPECB-QA-SQL	Virtual Server	In Use	Rondebosch_Teraco	Bronze	Managed	TITAN	Database Server
PPECB-STG-SQL	Virtual Server	In Use	Rondebosch_Teraco	Bronze	Managed	TITAN	Database Server
PPECB-DSI-MDS-D	Virtual Server	In Use	Rondebosch_Teraco	Bronze	Managed	Master Data Services	Master Data Services
PPECB-DSI-MDS-P	Virtual Server	In Use	Rondebosch_Teraco	Silver	Managed	Master Data Services	Master Data Services
PPECB-DSI-MDS-S	Virtual Server	In Use	Rondebosch_Teraco	Bronze	Managed	Master Data Services	Master Data Services

#### **APPLICATION SERVERS**

PPECB-DEV-APP	Virtual Server	In Use	Rondebosch_Teraco	Bronze	Managed	TITAN	Application Server
PPECB-PRD-APP	Virtual Server	In Use	Rondebosch_Teraco	Silver	Managed	TITAN	Application Server
PPECB-QA-APP	Virtual Server	In Use	Rondebosch_Teraco	Bronze	Managed	TITAN	Application Server
PPECB-SND-APP	Virtual Server	In Use	Rondebosch_Teraco	Bronze	Managed	TITAN	Application Server
PPECB-STG-APP	Virtual Server	In Use	Rondebosch_Teraco	Bronze	Managed	TITAN	Application Server

SRV-NAVISON	Virtual Server	In Use	Rondebosch_Teraco	Silver	Managed	Navision	Application Server
PPECB-DEV-BI01	Virtual Server	In Use	Rondebosch_Teraco	Bronze	Managed	Business Integration	Business Integration
PPECB-QA-BI01	Virtual Server	In Use	Rondebosch_Teraco	Bronze	Managed	Business Integration	Business Integration
PPECB-PRD-CLA	Virtual Server	In Use	Rondebosch_Teraco	Silver	Managed	CLA Server	CLA Server
PPECB-DSI-CRS	Virtual Server	In Use	Rondebosch_Teraco	Silver	Managed	CRS HR	CRS HR
SRV-DOC	Virtual Server	In Use	Rondebosch_Teraco	Silver	Managed	DOC Server	DOC Server
LABINFO-PTA	Physical Server	In Use	Centurion_Gerhard St 119	Bronze	Managed by Client	LIMS	LAB LIMS Server
PPECB-HO-MFILES	Virtual Server	In Use	Rondebosch_Teraco	Silver	Managed	M-Files	M-Files
PPECB-DEV-RPT01	Virtual Server	In Use	Rondebosch_Teraco	Bronze	Managed	Reporting	Reporting
PPECB-PRD-RPT01	Virtual Server	In Use	Rondebosch_Teraco	Silver	Managed	Reporting	Reporting
PPECB-DEV-SPAPP	Virtual Server	In Use	Rondebosch_Teraco	Bronze	Managed	SharePoint	SharePoint
PPECB-HO-SPAPP	Virtual Server	In Use	Rondebosch_Teraco	Silver	Managed	SharePoint	SharePoint
PPECB-PRD-SPAPP	Virtual Server	In Use	Rondebosch_Teraco	Silver	Managed	SharePoint	SharePoint
PPECB-QA-SPAPP	Virtual Server	In Use	Rondebosch_Teraco	Bronze	Managed	SharePoint	SharePoint
PPECB-PRD-TFS01	Virtual Server	In Use	Rondebosch_Teraco	Silver	Managed	Titan	Titan
PPECB-DEV-WEB	Virtual Server	In Use	Rondebosch_Teraco	Bronze	Managed	TITAN	WEB Server
PPECB-PRD-WEB	Virtual Server	In Use	Rondebosch_Teraco	Silver	Managed	TITAN	WEB Server
PPECB-QA-WEB	Virtual Server	In Use	Rondebosch_Teraco	Bronze	Managed	TITAN	WEB Server
PPECB-SND-WEB	Virtual Server	In Use	Rondebosch_Teraco	Bronze	Managed	TITAN	WEB Server
PPECB-STG-WEB	Virtual Server	In Use	Rondebosch_Teraco	Bronze	Managed	TITAN	WEB Server
PPECB-DEV-WF01	Virtual Server	In Use	Rondebosch_Teraco	Bronze	Managed	Workflow Server	Workflow Server
PPECB-PRD-WF01	Virtual Server	In Use	Rondebosch_Teraco	Silver	Managed	Workflow Server	Workflow Server
PPECB-QA-WF01	Virtual Server	In Use	Rondebosch_Teraco	Bronze	Managed	Workflow Server	Workflow Server

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

	Service Line	Once off cost	Variable costing (1000 users) (Y/N)	Year 1	Year 2	Year 3	Year 4	Year 5
1	<b>Project Management (Transition)</b>							
2	Service Desk (ITSM)							
3	Incident, Problem and Change Management							
4	Active Directory							
5	Exchange							
6	Network (LAN)							
7	Server Support and Maintenance.							
8	Release Management (Patching)							
9	Database Support and Maintenance							
10	Asset tracking support and maintenance							
11	End-user Support (L1-L4)							
12	Disaster recovery management (Twice annually)							
13	Secure Socket Layer Certificate (Annually)							
14	Remote support licensing (40 licences)							
15	Reporting dashboard							
16	Service Management							
17	Network cabling							
18	Exit Management/Exit Assistance (if applicable)							
	<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 (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	RFP/ICT/OUTSOURCING/2024/02	CLOSING DATE:	31 May 2024	CLOSING TIME:	11h00
DESCRIPTION	Provision of Outsourced ICT infrastructure services				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Head Office: 45 Silverboom Ave, Platteklouf, 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	Athienne Summerton	
TELEPHONE NUMBER	021 930-1134		TELEPHONE NUMBER	021 930-1134	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	SangoJ@ppecb.com		E-MAIL ADDRESS	AthienneS@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:		<b>OR</b>	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 Outsourced ICT infrastructure services**

Name of Bidder.....	Bid number..... RFP/ICT/OUTSOURCING/2024/02
Closing Time 11:00 .....	Closing date...31 May 2024.....

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 G)			
			VALUE ADDED TAX	
			<b>TOTAL INCLUSIVE OF VALUE ADDED TAX</b>	

***(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 State institution

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

---

<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

<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) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS	POINTS
<b>PRICE</b>	80	90
<b>SPECIFIC GOALS</b>	20	10
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</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:

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{or} \quad Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

### 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:

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

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	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)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	
Small business including EMEs or QSEs;	<b>Total Points: 20</b> EME = 20 QSE = 20 Enterprises with turnover above R50m = 5		<b>Total Points: 10</b> EME = 10 QSE = 10 Enterprises with turnover above R50m = 2		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

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

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

.....

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

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

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....



## 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:**

.....

.....

.....

**the Bidder**

**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.

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

**8. Inspections,  
tests and  
analyses**

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

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

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

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

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

#### **15. Warranty**

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

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

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

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

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

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

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

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

**25. Force Majeure**

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

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

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

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

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 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.