

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DPSA012/2022	CLOSING DATE: 19 APRIL 2023		CLOSING TIME: 11:00	
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE INFORMATION AND COMMUNICATION TECHNOLOGY (ICT) MANAGED SERVICES (HELPDESK, DESKTOP SUPPORT, SERVER ADMINISTRATION, NETWORK MANAGEMENT AND SECURITY MANAGEMENT) FOR DPSA FOR A PERIOD OF THREE (3) YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Batho Pele House,					
546 Edmond Street,					
(C/O Hamilton Street),					
Arcadia					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Lorraine Masenya / Mmapula Kotsokoane		CONTACT PERSON	Phumla Jara-Nomkuca	
TELEPHONE NUMBER	012 336 1126/1389		TELEPHONE NUMBER	012 336 1466	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS			E-MAIL ADDRESS	phumlaj@dpsa.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
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 PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.: DPSA012/2022

CLOSING TIME 11:00 CLOSING DATE... 19/04/2023

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE INFORMATION AND COMMUNICATION TECHNOLOGY (ICT) MANAGED SERVICES (HELPDESK, DESKTOP SUPPORT, SERVER ADMINISTRATION, NETWORK MANAGEMENT AND SECURITY MANAGEMENT) FOR DPSA FOR A PERIOD OF THREE (3) YEARS.

NO	BID PRICE IN RSA CURRENCY	**(ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R.....	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	R.....
	R.....
	R.....
	R.....
	R.....
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	R..... days
	R..... days
	R..... days
	R..... days
5.1	Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.		
	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY AMOUNT
	R.....
	R.....
	R.....
	R.....

Name of Bidder:

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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 The applicable preference point system for this tender is the **80/20** preference point system.

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

- (a) Price; and
- (b) Specific Goals (B-BBEE Status Level of Contributor).

1.4 The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
B-BBEE (Status Level of Contributor)	20
Total points for Price and SPECIFIC GOALS	100

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

1.6 Failure on the part of a tenderer to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS), or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.7 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) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (d) **“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;
- (e) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (f) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (g) **“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
- (h) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2) and 6(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:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum 20 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

DECLARATION WITH REGARD TO COMPANY/FIRM

7.1. Name of company/firm.....

7.2. Company registration number:

7.3. 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]

7.4. 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, 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:

.....

.....

.....

THE DEPARTMENT OF PUBLIC SERVICE AND ADMINISTRATION

BID CHECK LIST

Have you submitted a valid Tax Clearance Certificate? (Failure to submit a valid Tax Clearance Certificate may result in the invalidation of your bid)	YES	NO
In case of consortium, have all parties to the consortium/joint venture submitted a valid Tax Clearance Certificate? (Failure to submit a valid Tax Clearance Certificate for each party of the consortium/joint venture WILL result in the invalidation of your bid)	YES	NO
Is the SBD 6.1 form signed by the duly authorized person? (Failure to sign the SBD 6.1 will result in the invalidation of your bid)	YES	NO
Are the following forms completed and/or signed? 1. SBD 1 2. SBD 3.3 3. Declaration of Interest (SBD 4) 4. SBD 6.1		

.....
Signature

.....
Date:



the dpsa

Department:
Public Service and Administration
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

**TO PROVIDE INFORMATION AND COMMUNICATION TECHNOLOGY (ICT) MANAGED SERVICES
(HELPDESK, DESKTOP SUPPORT, SERVER ADMINISTRATION, NETWORK MANAGEMENT AND
SECURITY MANAGEMENT)**

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1. Introduction

The Directorate: ICT Management and Support provides information technology (IT) services to the Department of Public Service and Administration (DPSA) as a key enabler to promote an efficient working environment for all and has implemented strategies that moved DPSA towards becoming a technology-driven department. ICT Management & Support enables efficient and high-speed communication by providing Wide Area Network (WAN), Local Area Network (LAN), email, telecommunication, internet, software and business applications that allows employees to deliver better value for the department.

DPSA invites service providers experienced in providing ICT support services through the application of Information Technology Infrastructure Library (ITIL) service management practices. The service provider needs to provide services which are aligned to the Departmental ICT strategy. The service standard and quality of the Service Provider needs to support the DPSA culture of Batho Pele and ensure that services offered are of a high standard and comply with all the IT standards, i.e Information Technology Infrastructure Library (ITIL), International Organization for Standardization (ISO), Government Wide legislation on ICT and State Information Technology Agency (SITA) guidelines as well as other best practices to support DPSA ICT Directorate to provide customer centric services to its stakeholders both internal and external. Furthermore to that; the DPSA is migrating DPSA users to Microsoft Office 365.

The successful bidder will be required to provide DPSA with the following services:

- 1.1. Helpdesk Management Services.
- 1.2. Desktop Management Services.
- 1.3. Network Management Services.
- 1.4. Server Management Services.
- 1.5. Security Management Services.

A competent, professional ICT Service Provider is required to provide customer centred ICT technical support services ranging from helpdesk, desktop support (bodyshop), server support, network, security management, backup maintenance and wireless support maintenance to the DPSA Pretoria office, desktop support, server support for DPSA Satellite (Maponya Mall- Thusong Service Centre).

Support services are required for an estimated number of 450 employees as well as the departmental technological infrastructure. The required support could increase with an estimated growth of 10-15% based on the departmental future growth in the contract period. The service provider needs to have capacity to support diverse technologies and ensure they have capacitated employees supporting the DPSA. An average of +/- 300 monthly calls are logged by employees requesting support.

2. Scope of ICT Managed Service

The successful bidder should have capacity to deploy ICT staff to assist with the support of the DPSA environment. The support must include full-time resources for on-site support, offsite helpdesk support team, Office 365 as well as ad hoc support, as and when required.

2.1. Helpdesk Management Services

The Service Provider shall provide Helpdesk services for ten (10) hours per day (07:00 – 17:00) from Monday - Friday. This component will cover:

- 2.1.1. Single point of contact and intelligent management reports.
- 2.1.2. Capture demand for incident resolution and service requests as per prescribed ITIL Standards.
- 2.1.3. Incident identification, Incident categorization, Incident prioritization, Incident response and incident closure
- 2.1.4. The End User's ability to report an issue via telephone or email to an agent.
- 2.1.5. Response to a call within 30 seconds, from the helpdesk.
- 2.1.6. Response to an e-mails within 20 minutes by an agent
- 2.1.7. Ticketing – each issue logged with a unique sequential ID for quick retrieval and reporting.
- 2.1.8. Ability for an agent to open, cancel and close tickets.
- 2.1.9. Monitoring the incident management process with aim of continuous improvement.
- 2.1.10. Detection of possible problems and assign them to the problem management team.
- 2.1.11. Feedback to the users on the status of their incidents/calls.

2.2. Desktop Management Services

This component will cover:

- 2.2.1. Day-to-day technical support.
- 2.2.2. VIP Remote Support (Minister, Deputy Minister and Director-General).
- 2.2.3. Management of standard configurations for desktop images including all office software, anti-virus.
- 2.2.4. Troubleshooting technical issues.
- 2.2.5. Diagnosing and repairing faults.
- 2.2.6. Providing timely and accurate user feedback.
- 2.2.7. Following up with users to ensure the problem is resolved.
- 2.2.8. Providing support in the form of procedural documentation.
- 2.2.9. Testing and evaluating new technologies.
- 2.2.10. Knowledge of recording and organizing a solutions log for future use or to help other technical support workers.
- 2.2.11.
- 2.2.12. Ensure all computer have latest software packages.
- 2.2.13. Component replacement on failure.
- 2.2.14. Mobile devices (smart phones, tablets) and VIP services.
- 2.2.15. Print Services

2.3. Network Management Services

This component will cover:

- 2.3.1. Network hardware and software support and maintenance.
- 2.3.2. Network security management.
- 2.3.3. LAN Administration (except end user identity management).
- 2.3.4. Network installations, de-installations and upgrades, etc.
- 2.3.5. Network technologies will include LAN, Wireless/Wi-Fi, Switches unless already

- managed by another service provider (e.g. SITA, Telkom).
- 2.3.6. Patching of network infrastructure routers and switches.
- 2.3.7. Managing IP addresses, VLANs, DNS, etc.
- 2.3.8. Managing all network security solutions.

2.4. Server Management Services

This component will cover:

- 2.4.1. Provision of support and administration services for all server hardware.
- 2.4.2. Operating systems and other software products related to all servers in the DPSA scope.
- 2.4.3. Includes the server room hardware and software support and maintenance (Batho Pele House and Cape Town Office).
- 2.4.4. Systems monitoring, housekeeping and monthly reporting.
- 2.4.5. Storage management.
- 2.4.6. Backup and recovery.
- 2.4.7. Server document management.
- 2.4.8. Performing of server patches.
- 2.4.9. Maintenance of data center environment and monitoring equipment.

2.5. Security Management Services

This component will cover:

- 2.5.1. Advise and support the IT Security Officer with defining specific information security controls and policies.
- 2.5.2. Monitor security on all platforms - Software / Routers / Switches and update when necessary.
- 2.5.3. Prepare reports on security incidents.
- 2.5.4. Identifies and addresses computer vulnerabilities in internal servers and applications.
- 2.5.5. Provide updates of security incidents to the infrastructure manager.
- 2.5.6. Scans and patches applications when vulnerabilities may be present or released.
- 2.5.7. Research security enhancements and make recommendations to management.
- 2.5.8. Develops and maintain provisioning scripts to add the latest security updates, software versions, hotfixes and patches to new system builds on SCCM.
- 2.5.9. Develops and maintains software packages for the enterprise software catalog.

3. Technical Capability Requirement – Skills Inventory

3.1. Helpdesk Tracking System

- 3.1.1. Demonstration (screen shots) of the Helpdesk management and tracking system to DPSA.
- 3.1.2. Ability to measure customer satisfaction: (satisfied or dissatisfied).
- 3.1.3. Ability to add any additional feedback on how we can provide better IT support.
- 3.1.4. Ability to reopen a closed or resolved incident request.
- 3.1.5. Ability to identify trends and analyse the potential problems.
- 3.1.6. The helpdesk system must be secure and compliant to POPI Act.

- 3.1.7. Reporting and metrics: The systems must provide the department with the metrics to determine things like IT Support team's busiest hours, average first response times and resolution times.
- 3.1.8.

3.2. Desktop Management Services

- 3.2.1. Experience in (min 1 year) installing, configuring Windows 10 & 11.
- 3.2.2. Experience in (min 1 year) installing, configuring transversal systems (Basic Accounting System) BAS, Logis, Persal.
- 3.2.3. Good understanding of MS Office suite and MS 365 applications.
- 3.2.4. Good understanding of Apple OS.
- 3.2.5. Experience with anti-virus software and virus definition updates.

3.3. Server Management Services

- 3.3.1. Experience (min 5 years) Microsoft Windows Server operating systems.
- 3.3.2. Experience (min 5 years) Domain Controller (Active Directory), Ms Exchange.
- 3.3.3. Experience in Ms Office 365 and Exchange online.
- 3.3.4. Proven experience of working VMWARE, Hyper V, Ms SharePoint.
- 3.3.5. Experience in installing, configuring transversal systems (Basic Accounting System (BAS), Logis, Persal.

Experience with storage and backup monitoring and management (Commvault). .

3.4. Network Management Services

- 3.4.1. Experience (min 5 years) in management, design, and development of networking (LAN and WAN TCP/IP).
- 3.4.2. Experience in all aspects of network and ICT infrastructure security.
- 3.4.3. Cisco Certified Network Professional (CCNP) Routing and Switching.
- 3.4.4. Cisco Certified Design Professional (CCDP).
- 3.4.5. Network support and maintainance.
- 3.4.6. Manage IP addresses, VLANs, DNS, etc.
- 3.4.7. Manage all network security solutions.

3.5. Security Management Services

- 3.5.1. Experience (min 2 years) in information technology security.
- 3.5.2. SSCP or CSSLP, Security or any certificated offered by International Information Systems Security Certification Consortium or ISACA.
- 3.5.3. CompTIA+ Security, Comptia S+ or equivalent certificate.
- 3.5.4. Endpoint management solutions.
- 3.5.5. Virus protection & other prevention solutions.
- 3.5.6. Mobile Device Management.
- 3.5.7. Patch Management.
- 3.5.8. Vulnerability Management.

4. Minimum and Optimum Operating Hours

The minimum and optimum operating hours for desktop support are the same as those for server administrator (i.e. on-site for 8 hours per day from 07:00 to 17:00 Monday to Friday).

4.1. After hours and Weekend Service

The service provider might be required to work after hours or during the weekend i.e emergency unplanned downtime, Business Continuity (BC) and Disaster Recovery (DR), patch management and change management. The service provider must quote 350 hours of after hours and weekend service for the duration of the contract period.

The hours worked may vary by category of personnel, such as the Desktop Support (150 Hours) and Server Administrator Personnel (200 Hours). The personnel categories used in the labour cost calculations must be defined.

5. The current environment

The below table sets out the devices, hardware, infrastructure, and applications that are included in the tender scope. The DPSA purchases more network equipment as required so the amount of equipment and infrastructure in scope may increase, the service provider will be informed of additional items.

5.1. Equipment, Applications, Infrastructure and Helpdesk in Scope

ITEM	Quantity	Comments
Server operating systems by type		
Windows Server 2012, 2016 and 2019 Exchange server 2016, 2019 and Hybrid Exchange	2	High Availability Cluster and DR Exchange DAG
Hyper V	1	
Microsoft project server 2016	2	Project Web Application
Windows Server 2016 Active directory Version 2012 R2	4	Primary and Secondary DNS server
VM Ware	6	Virtualisation
Sharepoint 2019		High Availability Cluster and DR
MySQL database & SQL	2	
SCCM	1	Deployment of software
SAS (Software and services for Analytics)		
Karspesky Administrator	1	
Azzure AD Sync	1	
IQUAL	1	
Total no of servers	42	
Network Infrastructure		
Switches	103	Cisco

Wireless Controller	1	Cisco
AP	96	
Radius Server	1	
Router	1	Cisco
Other equipment included		
UPS	1	
Network printers	32	Xerox / Konica / Kyocera

5.2. Desktop Support (650 active on AD)

Item	Comment
Hardware	
All Desktop computers	Hardware and all software installed in PCs
Laptops	Hardware and all software installed
Desktop & Network Printers	Setup
Data projectors, Smart boards & Video conferencing	Setup
Mobile device support	Configure
Telephone support	Configure
VPNra	Installation
Software	
Microsoft Office Suite 2016 & 2019	
Microsoft Office 365	
Butterworths / Jutastat	
Equate	
IQual (Supplier Database)	
Transversal (BAS, LOGIS, PERSAL & Attachmate)	
Mac OS	
Windows 10 & 11	
Arc GIS	
Adobe	
Antivirus (Karspersky)	
COMVAULT (backup)	
eDisclosure	
Veeam backup (replication services)	
Any other line of business system	

6. Out of scope infrastructure services

Not all aspects of DPSA's ICT Infrastructure are within the scope of this Request for Proposal.

The following are considered out of scope:

- 6.1. Management of Multifunction Printers.
- 6.2. Internet Connectivity Services.
- 6.3. WAN Connectivity.
- 6.4. VoIP PBX Solution.
- 6.5. Installation or moving a network point.
- 6.6. Hardware maintenance.
- 6.7. SIP trunking.
- 6.8. Software Licencing.
- 6.9. Cape Town Desktop Support.

7. Reporting

The Service Provider shall designate an Account/Project Manager to manage the contract delivery of the Managed Service to DPSA to ensure, to the greatest degree possible, that the agreed upon levels of service are met. The Account/Project Manager shall be the primary point of contact between the Service Provider and the DPSA.

7.1. Monthly Reporting

The Service Provider shall cooperate with DPSA to produce a monthly service report to be available no later than 5 working days after the first working day of the month.

The monthly report shall be concise and in readable electronic format.

The details of the monthly service management report would include:

- 7.1.1. Summary of the months Helpdesk support call logs that include the response time, resolutions and timeframes (i.e. reporting against the agreed Service Level Agreement).
- 7.1.2. System changes (updated system change documentation), if appropriate.
- 7.1.3. Server logs and fault reports, with resolutions or suggested fixes.
- 7.1.4. Server availability or downtimes report.
- 7.1.5. Backup reports.
- 7.1.6. Network availability.
- 7.1.7. Security issues report.

7.2. Monthly Review Meeting

The Service Provider will be responsible for taking minutes for monthly Service Level Agreement (SLA) meetings. The minutes must be submitted to DPSA five (5) days before the next meeting. Metrics will be tracked by the service provider, summarized in a dashboard format, and discussed in the monthly meetings. This meeting includes the following:

- 7.2.1. Tracking unresolved issues from maintenance projects which impact the SLA,
- 7.2.2. Updating maintenance project progress and resolving critical issues,
- 7.2.3. Capturing agreements and disagreements and items needing escalation.

7.3. Ad-hoc Reports

On request by the DPSA, the Service Provider shall produce ad-hoc service report within two days from request, for any of the contracted Services.

7.4. Satisfaction Survey

The Service Provider shall cooperate with DPSA to conduct Satisfaction Surveys twice a year, to measure User satisfaction with the support and delivery of the services at all levels of the organization.

8. Code of Conduct

Signature of and adherence to the Code of Conduct for Public Servants is an obligation of all DPSA employees and contractors. This same obligation will be required of the employees of the Service Provider .

9. POPI Act Compliance

Ensure compliance with the POPI Act and ensure DPSA personal information is protected from theft, unauthorised access, interference, modification, destruction and disclosure to third parties.

10. Security Screening

The DPSA reserve the right to conduct security screening checks of the company's technician/s deployed to work on the project, i.e. Citizenship, criminal records, etc.

All of the Service Provider's employees who will be working at the DPSA will be subject to and required to pass the security screening checks before they can assume work at the Department.

11. Non-Disclosure Agreements

By the nature of the work expected under this Managed Service Contract, the service provider's staff are likely, as part of their normal day-to-day work, to be exposed to sensitive data. All contracted staff working on this contract (whether on-site or off site) will be expected to sign a nondisclosure agreement for data protection purposes.

12. Training and Development

The Service Provider is responsible for the training and development of all contracted staff working on this contract to replenish their knowledge and acquire new skills to enhance their performance.

13. Priority Levels and Target times

This section outlines the DPSA's expectations for Service Level Agreements and Performance Targets. In responding to this Request For Proposal, the service provider should provide details on how SLAs and Performance Targets are managed in existing managed service engagements and how the Service Provider would adapt to the expectations of the DPSA.

The following table describes the priority levels assigned to requests for hardware/software problem resolution with associated response and completion time commitments:

Priority	Description	Response Time
Critical/ Urgent	A problem that affects the entire department.	Within 2 hours (24x7)
High	A problem that affects the entire floor or a branch.	Within 4 hours (24x7)
Medium	A problem that affects multiple users within a single unit.	Within 4 hours
Low	A general service request or problem that affects a single user.	Within 1 working day

13.1 Target Time (Respond and Resolve (time to resolve incidents))

Severity codes are used in order to determine appropriate response and resolution times. Response and resolution times are measured from when the incident is opened by the help desk.

- **Initial Response is when a ticket is opened and acknowledged by help desk staff.**
- **Estimation Response** is when the user that logged the ticket is informed of an estimated resolution time.
- **Resolution** is the point at which the problem is resolved and the application function is returned to a usable and available state.

Managed Service	Initial Response (Helpdesk)	Estimation Response	Resolution	SLA Target
Technical Support	15 min	2 hours	8 working hours	95%
Computer Setup	15 min	2 hours	14 working hours	95%
Server Support	15 min	1 hours	4 hours	95%
Network Management	15 min	1 hours	4 hours	95%
Security Management	15 min	1 hours	4 hours	95%

14. Penalties

The DSPA reserves the right to claim penalties and remedies in the event of non-performance / delays and missed deadlines. The compensation amount shall be calculated at 2.5% of the monthly cost of the affected service.

15. Estimated Costs

The Service Provider must provide pricing according to the services that will be provided and clearly indicate VAT and all disbursements. DPSA may exclude some services at its own discretion based on budget constraints and appoint a service provider only for a limited number of services.

Service Providers should indicate the CPI percentage increase for each year when they are costing i.e. estimated year 2 and estimated year 3.

Service Providers are to provide costing per service according to the table below. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases of service components and including all expenses inclusive of all applicable taxes for the contract period.

Service Component	Description	Monthly Cost incl. Vat	Total 36 Months incl. Vat
Helpdesk Management Services	A manned remote helpdesk with a dedicated helpdesk number and e-mail address.		
Desktop Management Services	Body shop to support all DPSA infrastructure.		
Server Management Services	Server support, back-up, and Security.		
Network Management Services	Network technologies will include LAN, Wireless/Wi-Fi, and Switches unless already managed by another service provider (e.g. SITA, Telkom).		
Security Management Services	Identify and protect all DPSA ICT assets.		
150 hours for after hours and weekends – Desktop and Security Management 200 hours for after hours and weekends – Server and Switch Management.	Outside of business hours, weekends, and emergency.		
30 days handover to the incoming service provider	This is a 30-day handover period after the contract has expired.		
TOTAL			

16. Proposal General Requirements

Executive Summary

The summary shall include a statement of the work to be accomplished, how the Service Provider proposes to accomplish and perform each specific service and any unique problems perceived by the Service Provider and proposed solutions.

Project Team & Experience

Indicate how the Service Provider will ensure their services can assist ICT in achieving its mandate for each of the services (Helpdesk, Desktop, Server, Network and Security Management). The proposal shall clearly identify the proposed team members that will perform the work and indicate the level of involvement of each team member in the proposed work. This section should address the team structure and organization and demonstrate how the team members identified have the requisite expertise to perform the work. Résumés of all team members should be included in an Appendix to the proposal.

Proponent Experience

Describe what the Service Provider would need from the client in terms of resources and support to undertake the scope of the work in this RFP.

Describe the approach to establishing and managing client relationships.

Provide a sample of a standard monthly report to provide to existing clients.

Emergency service

Indicate how after hours and weekend call incidents will be dealt with.

Service Delivery and Management Phase

Provide the manner in which the management of day-to-day operation and delivery of the Managed Service once the transition phase is complete.

Service Providers should indicate the level of staffing they expect to have and indicate what proportion of the staff would be on premise and off-site.

Service Performance, Measurement, and Monitoring

Provide details on how performance will be measured in terms of the managed service and what monitoring mechanisms will be in place to ensure that this is done.

Describe client satisfaction measurement process. Include information on how your organization uses this information to address and resolve problems.

The service provider should provide details on how SLA and Performance Targets are managed in existing managed service engagements and how they will adapt to the expectations of the DPSA.

Escalation process

Provide details of the escalation processes that will be followed to deal with:

- Operational aspects of the services provided under this contract.
- Strategic and tactical aspects that will need to be addressed between the parties.

17. Onboarding Plan and Handover Plan

Onboarding Plan

The existing contract expires on the 31 March 2023. The Service Provider must provide an onboard plan or roadmap using the current IT infrastructure indicating how they intend to bring the DPSA infrastructure up to date, resolve any current risk factors and target the inefficiencies of the DPSA.

Handover Plan

The Service Provider must provide a handover plan indicating how they will manage the skills transfer to the new service provider over a period of 30 days after the contract end date. The session(s) should be used to formally handover the activities. A clear exit and transition strategy, management plan, identifying the specific challenges, risks, opportunities should be provided and costs to exit.

18. Mandatory Documents to be submitted

- 18.1. Provide 1 original and 5 copies of the proposal.
- 18.2. Profile of the company outlining the company's background, its history, areas of business, etc. Identify existing client base including the number of clients you provide/d the services being proposed here. Please do not repeat information that has been requested elsewhere.
- 18.3. Proposals submitted in response to this RFP and the abridged CVs of the employees to be deployed for the project.
- 18.4. Provide reference sites that DPSA can contact to assist in the evaluation of performance under **paragraph 21 number 2 under Detailed Functionality Criteria**. DPSA reserves the right to contact these references directly and without prior consultation with the Service Provider.
- 18.5. Demonstration (screen shots) of the Helpdesk management and tracking system.
- 18.6. Proof of accreditation with SITA as per Contract 1183/2013.
- 18.7. Fully completed and signed Standard Bidding Documentation (SBD) Forms
- 18.8. Proof of registration on the Central Supplier Database (CSD) with National Treasury.
- 18.9. Onboarding Plan
- 18.10. Handover plan after expiry of the contract.

Note: Prospective bidders responding to this bid/RFQ must be registered as a service provider on the Central Supplier Database (CSD). If your company is not registered on the CSD, proceed to complete the registration of your company prior to submitting your proposal. Refer to <https://secure.csd.gov.za/> to register your company. Ensure that all documentation on the database is updated and valid.

No Bid will be awarded to a Supplier/Service Provider who has not registered on the CSD.

NB: Failure to comply with the provision of any of the mandatory requirements will result in the disqualification of the bidder's proposal.

All information provided in response to this bid will solely be used for evaluation purposes and will not be availed to any third party.

19. Contract Duration

The contract will be for a period of three (03) years effective date 01 July 2023.

20. Terms and Conditions

Once the letter of appointment has been issued to a successful service provider, the service provider shall be expected to enter into a Service Level Agreement with the DPSA within 30 days of the appointment.

21. Evaluation Criteria

The evaluation criteria for the assessment of the proposals will be based on both qualitative and financial aspects of the proposal.

The Department will make use of the respective Broad-Based Black Economic Empowerment Score Card in terms of the Broad-Based Black Economic Empowerment Act and its associated Regulations in terms of specific goals referenced in the Preferential Procurement Regulations, 2022. The Preference point system will therefore be based on Price and points scored for Broad-Based Black Economic Empowerment Status Level Contributor. Responsive bids will be adjudicated by the Department on the 80/20-preference point for Broad-Based Black economic empowerment in terms of which points are awarded to bidders on the basis of:

(a) The lowest price (maximum 80 points).

(b) Broad-Based Black Economic Status Level Contributor (maximum 20 points).

The Bid documents will be evaluated individually on score sheets, by a representative evaluation panel according to the evaluation criteria indicated in the Terms of Reference. **All bidders who score less than 70 out of 100 points for functionality will not be considered further.** Service Providers will be shortlisted and may possibly be invited to do a presentation on their proposals at their own cost.

21.1. The following formula will be used to calculate the points for price in respect of bidders with a Rand value below R50 000 000:

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

21.2. Broad-based Black Economic Empowerment and/or subcontracting with a Broad-based Black Economic Empowerment

21.2.1. A maximum of 20 points may be awarded to a bidder who meets requirements for Broad-based Black Economic Empowerment and/or subcontracting with a Broad-based Black Economic Empowerment stipulated in the Preferential Procurement regulations. For this bid, the maximum number of Broad-based black Economic Empowerment status points that could be allocated are indicated in the table below.

B-BBEE level of contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

21.2.2. Failure to capture the required status level and to submit the required B-BBEE status level certificates/affidavits will lead to a zero (0) status level for non-compliant Service Providers.

21.2.3. The points scored by a bidder in respect of the points indicated above will be added to the points scored for price.

21.2.4. Bidders are requested to complete the various preference claim forms in order to claim preference points.

21.2.5. Only a bidder who has fully completed and signed the declaration part of the preference claim form will be considered for B-BBEE status.

21.2.6. Supply Chain Management may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to B-BBEE status.

21.2.7. Points scored will be rounded off to the nearest 2 decimals.

21.2.8. In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for B-BBEE status. In the event that two or more bidders are equal in all respects, the award shall be decided by drawing of lots.

21.3.1. **NB: The DPSA reserves the right to remove the security service if the quote exceeds the budgeted amount.**

The applicable values that will be utilized when scoring each criteria is reflected in the table below:
Functionality Evaluation

Detailed Functionality Criteria				Weighting:
Criteria	Scoring Indicators		Score	Total Score
1.	Company Profile	1.1. 6 and more years providing service as required by this RFP. 1.2. 4-5 years providing services as required by this RFP. 1.3. 3-4 years providing services as required by this RFP. 1.4. 2-3 years providing services as required by this RFP. 1.5. 1-2 years providing services as required by this RFP.	5 4 3 2 1	05
2.	Evidence of track record for provision of similar services	Bidders are required to provide at least 3 sites with contactable references as well as written testimonials where a similar project was undertaken in the recent past, not more than five years old: 2.1 5 or more signed testimonials 2.2 4x signed testimonials. 2.3 3x signed testimonials. 2.4 2x signed testimonials. 2.5 1x signed testimonial	5 4 3 2 1	05
3.	Helpdesk management and tracking system	The helpdesk tracking system has the following features: 3.1. The helpdesk system must comply with POPI Act. User Details,SLA status, Ticket categorization, status options.	5	20

		<p>Ability to measure customer satisfaction survey: (satisfied or dissatisfied). Reporting</p> <p>3.2. The helpdesk system must comply with POPI Act. User Details, SLA status, Ticket categorization, status options. Ability to measure customer satisfaction survey: (satisfied or dissatisfied).</p> <p>3.3. User Details, SLA status, Ticket categorization.</p> <p>3.4. User Details and SLA status.</p> <p>3.5. The helpdesk tracking system is not clear.</p>	<p>4</p> <p>3</p> <p>2</p> <p>1</p>	
<p>The service provider must prove that it has the experience, expertise, qualifications required/expected to ensure proper/quality execution of the assignment. The CVs of the employees to be deployed for the project will be used for Evaluation.</p>				
4.	Key Expertise required (Desktop Support personnel)	<p>The service provider must have Desktop Support personnel/ personnels with the following experience</p> <p>4.1 5 years experience in installing, configuring transversal systems (Basic Accounting System (BAS), Logis, Persal.</p> <p>4.2 4 years experience in installing, configuring transversal systems (Basic Accounting System (BAS), Logis, Persal.</p> <p>4.3 3 years experience in installing, configuring transversal systems (Basic Accounting System (BAS), Logis, Persal.</p> <p>4.4 2 years experience in installing, configuring transversal systems (Basic Accounting System (BAS), Logis, Persal.</p> <p>4.5 1 year experience in installing, configuring transversal systems (Basic Accounting System (BAS), Logis, Persal.</p>	<p>5</p> <p>4</p> <p>3</p> <p>2</p> <p>1</p>	10
5.	Key Expertise required (Server Administrator personnel)	<p>The service provider must have Server Administrator personnel/ personnels with the following experience</p> <p>5.1. 9 years experience of Microsoft Windows Server, Domain controller (Active Directory), Domain DNS Records Microsoft Exchange Server, storage, backups, security and monitoring technologies.</p> <p>5.2. 8 years experience of Microsoft Windows Server,</p>	<p>5</p>	10

		<p>Domain controller (Active Directory), Domain DNS Records Microsoft Exchange Server, storage, backups, security and monitoring technologies.</p> <p>4</p> <p>5.3. 7 years experience of Microsoft Windows Server, Domain controller (Active Directory), Domain DNS Records Microsoft Exchange Server, storage, backups, security and monitoring technologies.</p> <p>3</p> <p>5.4. 6 years experience of Microsoft Windows Server, Domain controller (Active Directory), Domain DNS Records Microsoft Exchange Server, storage, backups, security and monitoring technologies.</p> <p>2</p> <p>5.5. 5 years experience of Microsoft Windows Server, Domain controller (Active Directory), Domain DNS Records Microsoft Exchange Server, storage, backups, security and monitoring technologies.</p> <p>1</p>		
6.	Key Expertise required (Network Support personnel)	<p>The service provider has Network Engineer personnel with the following experience and certification</p> <p>6.1 9 years experience in management, design, and development of networking (LAN and WAN TCP/IP). With Cisco or Network Management certifications</p> <p>5</p> <p>6.2 8 years experience in management, design, and development of networking (LAN and WAN TCP/IP). With Cisco or Network Management certifications</p> <p>4</p> <p>6.3 7 years experience in management, design, and development of networking (LAN and WAN TCP/IP). With Cisco or Network Management certifications</p> <p>3</p> <p>6.4 6 years experience in management, design, and development of networking (LAN and WAN TCP/IP). With Cisco or Network Management certifications</p> <p>2</p> <p>6.5 5 years experience in management, design, and development of networking (LAN and WAN TCP/IP) and no Cisco/ Network Management certification.</p> <p>1</p>		10
7.	Key Expertise required (Security Support personnel)	<p>The service provider has Security Engineer personnel with the following experience and certification</p> <p>7.1 2 years experience in Securing IT Infrastructure, Endpoint Management Solutions, Virus protection and</p> <p>5</p>		10

		<p>other prevention solutions, Patch Management and Vulnerability Management. With Security+ Certification or equivalent IT Security Management Certification.</p> <p>7.2 1 year experience in Securing IT Infrastructure, Endpoint Management Solutions, Virus protection and other prevention solutions, Patch Management and Vulnerability Management. With Security+ Certification or equivalent IT Security Management Certification.</p> <p>7.3 1 year experience in Securing IT Infrastructure, Endpoint Management Solutions, Virus protection and other prevention solutions and Patch Management. With Security+ Certification or equivalent IT Security Management Certification.</p> <p>7.4 1 year experience in Securing IT Infrastructure, Endpoint Management Solutions, Virus protection and other prevention solutions. With Security+ Certification or equivalent IT Security Management Certification.</p> <p>7.5 1 year experience in Securing IT Infrastructure, Endpoint Management Solutions, Virus protection and other prevention solutions. No Security+ Certification or equivalent IT Security Management Certification.</p>	<p>4</p> <p>3</p> <p>2</p> <p>1</p>	
Methodology and Project plan: How the service provider proposes to approach the specified assignment, and also demonstrate their capacity to deliver.				
8.	Proposal	<p>8.1 The draft proposal includes statement of the work, proposed team members, Emergency service, Service Delivery and Management Phase and Escalation process. It must have an onboarding plan and, workflow demonstration support service and a handover exit plan.</p> <p>8.2 The draft proposal includes proposed team members, Emergency service, Service Delivery and Management Phase and Escalation process. It must have an onboarding plan, workflow demonstration support service and a handover exit plan.</p> <p>8.3 The draft proposal includes a statement of the work, Service Delivery and Management Phase, Escalation</p>	<p>5</p> <p>4</p> <p>3</p>	20

		process. It must have an onboarding plan, workflow demonstration support service and a handover exit plan.		
		8.4 The draft proposal includes Service Delivery and Management Phase, Escalation process. It must have an onboarding plan, workflow demonstration support service and a handover exit plan.	2	
		8.5 The draft proposal statement of the work. It must have an onboarding plan, workflow demonstration support service and a handover exit plan.	1	
9.	Service Performance, Measurement and Monitoring	<p>The draft proposal which clearly indicates all the service elements and their performance targets/service level including the penalties in case of default per service element. (Reference paragraph 13 and 14)</p> <p>9.1 Clearly drafted SLAs /Performance Targets for helpdesk, desktop support, server administration, network management and security management which meets requirements and indicate penalties.</p> <p>9.2 Fairly drafted SLAs /Performance Targets for helpdesk, desktop support, server administration, network management and security management which meets requirements and indicate penalties.</p> <p>9.3 Poor drafted SLAs /Performance Targets for helpdesk, desktop support, server administration, network management and security management which meets requirements.</p> <p>9.4 Drafted SLAs /Performance Targets which meets requirements.</p> <p>9.5 No Draft SLAs /Performance Targets</p>	<p>5</p> <p>4</p> <p>3</p> <p>2</p> <p>1</p>	10
Total functionality score			100%	
Minimum threshold for function			70%	

22.COMMERCIAL OBLIGATIONS

22.1. CONTRACTING

- 22.1.1. The Contract in respect of the assignment will be signed between the Service Provider and the DPSA.

22.2. CONFIDENTIALITY

- 22.2.1. Service Providers shall hold the ToR and all information related to the Bid in strict confidence and usage of such information shall be limited to the preparation of the Bid. Service Providers shall undertake to limit the number of copies of this document.
- 22.2.2. Upon awarding, all Service Providers are bound by this confidentiality provision preventing the unauthorized disclosure of any of the information contained in the above documents to other organisations or individuals. The Service Providers may not disclose any information or documentation to other organisations or individuals.

22. CONTACT DETAILS

- **SCM Enquiries**
Ms Lorraine Masenya, 012 336 1126, Lorraine@dpsa.gov.za
- **Technical Enquiries:**
Ms Tandile Stuurman, 012 336 1227, Tandile.stuurman@dpsa.gov.za
Ms Phumla Jara-Nomkuca, 012 336 1466, PhumlaJ@dpsa.gov.za

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad 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

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	<p>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</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>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.</p>
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.
34 Prohibition of Restrictive practices	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p>

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.