



Provincial Supply Chain Management

Request for Proposal
Page 1 of 3

RFP NUMBER												
RFP DESCRIPTION												
CUSTOMER DEPARTMENT												
CUSTOMER INSTITUTION												
BRIEFING SESSION	Y		N		SESSION COMPULSORY			Y		N		
					SESSION HIGHLY RECOMMENDED							Y
BRIEFING VENUE					DATE				TIME			
COMPULSORY SITE INSPECTION	Y		N			DATE				TIME		
INSPECTION ADDRESS												
TERM AGREEMENT CALLED FOR?	Y		N			TERM DURATION						
CLOSING DATE					CLOSING TIME							
TENDER BOX LOCATION												
GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on this form RFP 01.												

Notes:

- All bids / tenders must be deposited in the Tender Box at the following address:
Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- The GPT Tender Box is generally open 24 hours a day, 7 days a week.
- This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations, 2017, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.
- ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG RFP FORMS – (NOT TO BE RE-TYPED)
- ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED):

The Tendering System

The RFP Pack consists of two parts namely, Section 1 and Section 2. These two sections must be submitted separately, clearly marked with the Tender Number and the Section Number.

Training sessions

Non-compulsory "How to tender" workshops are held every Wednesday at 75 Fox Street from 10:00-13:00.



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SUPPLIER INFORMATION					
COMPANY NAME					
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:		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 THE QUESTIONNAIRE IN RFP 09	

SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

This RFP is subject to the General Conditions of Contract and where applicable any other Special Conditions of Contract.



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Tender documents can be obtained from <http://www.treasury.gpg.gov.za>

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

SERVICE BASED	Y	N		TERM BASED TYPE	Y	N		VALUE BASED TYPE	Y	N	
VALUE BASED	Y	N									
QUANTITY BASED	Y	N									
TERM BASED	Y	N									



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RFP Point System

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RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

In case of queries, please contact the GPT Contact Centre at tel: 0860 011 000

*GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions.

The goods / services are therefore required by the Customer Department / Institution, as indicated on RFP 01.

The Gauteng Provincial Government requests your bid on the goods and/or services listed on the attached forms. Please furnish all information as requested and return your bid on the date stipulated. Late and incomplete submissions may invalidate the bid submitted.

This RFP will be evaluated on the basis of Preferential Procurement Regulation, 2017 pertaining to the Preferential Procurement Policy Framework Act (Act number 5 of 2000).

Point System

Points SHALL be allocated as follows:

Points for

Points for

*** It is the responsibility of the bidder to attach A VALID SWORN AFFIDAVIT {EME/QSE} ATTESTED BY A COMMISSIONER OF OATHS OR VALID CERTIFIED COPY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE WITH THIS RFP DOCUMENT TO QUALIFY FOR THE PREFERENCE POINTS**



Provincial Supply Chain Management

Instructions to Bidders

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1. The RFP (Request for Proposal) Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.
2. The RFP forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this RFP. Additional offers made in any other manner may be disregarded.
3. Should the RFP forms not be filled in by means of electronic devices, bidders are encouraged to complete forms in a black ink.
4. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.
5. The forms RFP 04 to RFP 09 and PREF documents shall be completed, signed and submitted with the bid. RFP 10 (National Industrial Participation Programme Form) will only be added to the RFP pack to be completed by bidders when an imported component in excess of US \$ 10 million is expected.
6. A separate RFP 06 form (RFP Price Schedule per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP (not applicable for Pre-qualification of Bidders).
7. Firm delivery periods and prices are preferred. Consequently bidders shall clearly state whether delivery periods and prices will remain firm or not for the duration of any contract, which may result from this RFP, by completing RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).
8. If non-firm prices are offered bidders must ensure that a separate RFP 07 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP (not applicable for Pre-qualification of Bidders).
9. Where items are specified in detail, the specifications form an integral part of the RFP document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for Pre-qualification of Bidders).
10. In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified" (see the attached specification) (not applicable for Pre-qualification of Bidders).
11. In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12. In instances where the bidder is not the manufacturer of the items offered, the bidder must as per RFP 06 (RFP Price Schedule per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for Pre-qualification of Bidders).
13. The offered prices shall be given in the units shown in the attached specification, as well as in RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).
14. With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).
15. Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).
16. Delivery basis (not applicable for Pre-qualification of Bidders):
 - (a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere.
 - (b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a "delivered on site" basis, as specified on RFP 06 (RFP Price Schedule per item).
17. Unless specifically provided for in the RFP document, no bids transmitted by facsimile or email shall be considered.
18. Failure on the part of the bidder to sign any of the forms RFP 04 to RFP 10 and PREF documents and thus to acknowledge and accept the conditions in writing or to complete the attached RFP forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.
19. Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full



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Instructions to Bidders


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acceptance of the General Conditions of Contract or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.

20. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the successful bidder may be required to submit **pre-production samples** to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.
21. Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.
22. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the samples must be submitted together with the bid before the closing time and date of the RFP, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the RFP may invalidate the bid.
23. In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.
24. In cases where the relevant Department or Institution advertising this RFP may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25. If any of the conditions on the RFP forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26. This RFP is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27. Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated:
 - NAME AND ADDRESS OF THE BIDDER;
 - THE BID (RFP) NUMBER; AND
 - THE CLOSING DATE.

The bid must be deposited or posted;

 - posted to Gauteng Provincial Treasury and to reach the destination not later than the closing time and date; OR
 - deposited in the tender box of the Gauteng Provincial Treasury before the closing time and date.
28. The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this RFP) – including information on new products, export achievements, new partnerships and successes and milestones.
29. **Compulsory GPG Contract:** It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>
<h2 style="margin: 0;">Bidder's Disclosure</h2>	<h2 style="margin: 0;">Page 1 of 3</h2>

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

Full Name	Identity Number	Name of State institution

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

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3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

Signature		Date	
Position		Name of Bidder	



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Special Conditions

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RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

THE FOLLOWING MUST ACCOMPANY YOUR BID, IF INDICATED BY "√"

Samples	SABS /Equivalent Certificate May not be older than one (1) year, the cost of which will be for the account of the bidder.	Bidders Briefing Session
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 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
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EVALUATION METHODOLOGY

Bidders must complete Compulsory documents and attach it to their tender document, failing which the tender shall not be considered for Stage 1 evaluation.

Points will be awarded in accordance with the Preferential Procurement Policy Framework Act (PPPFA)

Stage 1

Criteria for Functionality	Points
TOTAL	

NOTE: Bidders who fail to meet the above minimum requirements (Stage 1) shall be automatically eliminated


Stage 2

Criteria for Price and B-BBEE Status	Points
Bid Price	90
Preference Points	10
TOTAL	100

Bidders are required to use the two envelope bidding system, whereby the Technical Proposal (Stage 1) and Pricing and B-BBEE (Stage 2) be placed in two separate sealed envelopes marked:

- Stage One-

- Stage Two-

 <p style="margin: 0;">GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>
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SUPPLIER JOB CREATION ANALYSIS

Company Name		Date Est.	
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	Permanent	Temp	SA Citizens	Other	Comments
Staff compliment at Establishment of Enterprise					
Current staff compliment					
Number of jobs to be created if Bid is successful					

- The successful bidder may be audited during the course of the contract to verify the above information.

Comments to include:

- If Job Creation is direct (by your own company) or indirect (by your supplier)
- Where the jobs created for employees that were in existing positions or unemployed? (Net Job Creation)

NOTE: Job Creation should adhere to all applicable RSA Legislation and Regulations.

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THIS SECTION IS FOR OFFICE USE ONLY!						
Observations	Initial Job Count	Job Creation Potential	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						



**TERMS OF REFERENCE
FOR
E-MAIL ARCHIVE AND SECURITY SOLUTION FOR GAUTENG PROVINCIAL
GOVERNMENT/GPG**

1. BACKGROUND

The Gauteng Provincial Government/GPG has embarked on a digital transformation journey to modernize the public sector. As part of this digital transformation journey the province has invested in Microsoft's Office 365 platform.

The GPG has identified the need to optimize its e-mail operations. The GPG relies heavily on e-mail to drive business operations, management efficiency, improve communication and staff productivity. In order to meet business goals, the GPG has implemented an e-mail as a service/EaaS.

E-Government has been providing a fully managed outsourced e-mail service to GPG for past years.

The following services are provided.

- 1.1 General e-mail services.
- 1.2 Hosting of all e-mail hardware and networks required to operate e-mail.
- 1.3 GPG e-mail Support and maintenance.
- 1.4 Compliant archiving & recovery.
- 1.5 Proof of delivery.
- 1.6 Chains of custody retained.
- 1.7 End user archive access.
- 1.8 Advanced E-mail security.
- 1.9 Business Continuity Planning (BCP).

All e-mails for the past 15 years have been archived through this fully managed outsourced e-mail service from Mimecast South Africa (Pty) Ltd, which provides the services listed from 1.4 through to 1.9 above as well as all current and historic archived e-mail data. And for the past years the department has archive millions of e-mail records.

e-mails were stored without the required classification and retention systems as required by the National Archives and Records Service Act (Act no 43 of 1994). Department of e-Government is planning to migrate all e-mails to an electronic document and records management system to ensure that records of value are preserved and classified. The migration requires that only records of value are to be migrated and those of no value be disposed according to GPG retention policy before they are transferred to the content management system.

Authority to dispose of electronic records in most cases linked to the approval of classification systems and the issuing of disposal authority based on such systems. National Archives has issued and published a General disposal authority AE1 to grants authority to governmental bodies in terms of section 13(2)(a) of the National Archives and Records Service of South Africa Act (Act No. 43 of 1996, as amended) to erase or destroy ephemeral electronic and related records of all governmental bodies which are no longer needed. The general authority and GPG e-mail retention policy will be used as a baseline for destruction decisions for e-mails created before the migration process is complete.

The retention and archiving of current and historic e-mail is fully compliant and important for investigation including litigation purposes. All data is kept within the borders of south africa in triplicate, ensuring continuity. An archived of e-mail messages and records are sufficient for submission to a south africa court of law.

EaaS solution has already been provisioned for GPG. The EaaS solution is based on the Microsoft Office 365 platform

- The current EaaS environment comprises of 38421 users.
- 80% of the users have a mail-box-limit of 100 gigabytes.
- The total volume archived e-mails equate were estimated at 206 TB of data by the 1st of February 2020
- The average growth of the EaaS has been 5% year on year

2. CUSTOMER AND STAKEHOLDERS

2a. Customer

- Gauteng Department of e-Government

2b. Stakeholders

1. Office of the Premier
2. Gauteng Department of Education
3. Gauteng Department of Roads and Transport
4. Gauteng Department of Infrastructure Development
5. Gauteng Department of Human Settlements
6. Gauteng Department of Health
7. Gauteng Department of Social Development
8. Gauteng Department of Sports, Arts, Culture and Recreation
9. Gauteng Department of Agriculture and Rural Development
10. Gauteng Department of Economic Development
11. Gauteng Department of Community Safety
12. Gauteng Provincial Treasury
13. Gauteng Department of Co-operative Governance and Traditional Affairs

3. SCOPE OF WORK

The current e-mail environment for GPG is hosted within the Microsoft Office 365 platform.

Legislation requires that electronic records such as e-mails must be managed according to the principles and prescription required in paper-based records, and should be classified according to records classification systems also called file plans and retained for as long as they have value for business, legal or historical purposes. This requires that governmental body must appraise its e-mail records in order to separate information of value from non-valuable information as retaining unneeded information has direct and indirect costs.

All current e-mail must be stored and made available through an e-mail archiving service

The extraction of all archived data must be part of the bidder's proposal and be made available in a format that is compatible and usable in Microsoft's Office 365 exchange online environment

The existing archived e-mails extracted must be ingested and stored in a searchable Blob or any other suitable storage platform

3.1 SOLUTION REQUIREMENTS

- 3.1.1 Migrate 206 terabytes of e-mails from Mimecast to an Offsite solution.
- 3.1.2 Appraise 206 terabytes of records and implement retention based on the policy
- 3.1.3 Dispose all records with no archival value business and issue a disposal certificate with a register/ database of all e-mail disposed.
- 3.1.4 Migrate all e-mails of value to e-Gov electronic document and records management content server.
- 3.1.5 The requirement is for a bidder to take over and manage the archiving of current day to day inbound and outbound e-mails,
- 3.1.6 The extraction of all archived data must be part of the bidder's proposal and be made available in a format that is compatible and usable in Microsoft's Office 365 exchange online environment and in Microsoft Azure environment.

3.2 FEATURES REQUIRED WITH A PROPOSED SOLUTION:

3.2.1 Data classification:

must supports both automated and interactive data classification. Users should be able select a record classification from a picklist. Classification should be inherited by messages as they are filed into specific folders in the Outlook interface. Messages should be archived and assigned classifications automatically based on the GPG file plan per department using subject classification system and other criteria such as date, size, contents, etc. using the native journaling capability in Exchange. The level of interactive classification functionality exposed to users must be fully configurable.

3.2.2 Data migration:

the solution must be able to automatically migrate 206 terabytes and billions of objects of data from a variety of primary application systems such as e-mail archive, files, and database applications to a centralized archiving repository in less than 6 months. Must enables data from legacy systems to be migrated quickly and easily, without changing any file attributes or the need to modify file Access Control Lists. Must include the ability to combine the classification of data (such as Office files) with the file migration process. Archiving process must allow for the context of the content to determine the appropriate storage location or class. once the information is migrated to the centralized archiving platform it is fully content indexed and stored with a tamper-proof, digitally encrypted signature and timestamp for establishing retention periods at the object level. The archived e-mail data extraction will be ingested and will need to be migrated within a period of 12 months to a searchable storage platform within South Africa (All data to be kept within the borders of South Africa.

3.2.3 Litigation hold:

Enables individual messages or entire classifications of record to be put on hold. Multiple legal holds can be concurrently applied to archived e-mails. Retention and disposition schedules should be suspended until are all legal holds are removed. A complete audit trail of who assigned and removed holds is maintained. Holds should be applied on a per-user basis, including all past and future messages.

3.2.4 Retention/deletion features:

Retention and disposition must support based on policy mandated by assigned record classification systems for all 14 GPG departments. Structured retention and disposition management must allow records managers to determine how long e-mails are kept, define and enforce the process by which they are archived, and ensure their eventual destruction. Disposition reports shall be sent to appropriate records managers, who can then confirm or delay disposition. Disposition on massive volumes of records should be configured to occur automatically.

3.2.5 Storage reduction features:

must include single instance archiving technology that ensures attachments are only stored in the archive once regardless of how many times a message itself is sent or received within the infrastructure. Compression should be performed automatically on all archived message content (typically a 2:1 compression rate).

3.2.6 Reporting and logging features:

should provide permanent audit trails to retain a complete record of what actions are performed on records, including deletion. What records management metadata is included in audit trail can be specified.

3.2.7 Encryption and security features:

Checksums to be used to recognize and reveal unwanted modifications to the documents on their way through the archive. When clients archive or display documents, checksums should identify whether transmission was complete and error-free. Integrity must be secured within the system by use of signed timestamps. Must allow users restrictions from deleting archived e-mails without approval of the specified records manager. The EaaS solution must include secure and encrypted web accessed e-mail.

3.2.8 E-mail security features:

Solution must be centrally administered and controlled include with the following features below:

1. Attachment protection:
 - Multi-layered zero hour attachment protection.
 - Must include sandboxing for all inbound and outbound mail including attachments.
 - Real-time reporting of threat analysis.
2. Impersonation Protection
 - Real-time protection against malware, spam, social engineering, spoofing and other security threats.
 - Protection against suspicious e-mails must be provided.
3. URL protection
 - Real-time, URL scanning protection.
4. E-mail security solution must integrate with other security solutions in our environment
5. Extend protection to also defend messaging applications.

3.2.9 Metadata features:

Must have automated record metadata to identify which policies an e-mail message relates, any special storage methodologies which should be applied (high availability, etc), how long message should be retained, what should occur at each phase in its lifecycle, etc. All e-mail-related metadata such as sender, recipients, subject, size, date and hash value must be captured, indexed and kept in the archive. Must be able to combine simple metadata and extended file metadata (file content) with metadata extracted from other sources for use within ECM policy engine.

3.2.10 Scalability:

must be able to handle an unlimited amount of data for any given department and must provide in-line and Realtime management without scalability restrictions

No installation on the mail server or clients required; must have integrated full text search; integrated archiving and records management functionality.

3.2.11 Archiving platform integration:

Integrated with Enterprise Content Management solution

NOTE:

- Bidder is required to provide details of how each of the services will be delivered and clearly articulate the outcomes of each of the services required
- All inbound and outbound e-mail must be provided through a single point of entry and detailed solution architecture must be provided indicating the single point of entry.
- There must be highly secure and resilient e-mail archiving solution. This e-mail archiving solution must have the capability to retain e-mails for up to 99 years.

4. TECHNICAL TRAINING

Bidder/s need to ensure that the Department of e-Government 2nd level technical support team are trained and accredited at a level to provide second and third level support to the archived e-mails.

Certified training for 2 technical professionals annually for the contract duration,36 months.

5. SUPPORT AND MAINTENANCE

The Support Maintenance agreement should also address the following additional minimum requirements as part of the SLA

- Service provider must have strong proven Microsoft Office 365 skills.
- 24hour 365-day 24/7 contact center and technical support for GPG e-mail archiving support.
- Maintain, and Enhance Solution including Supporting Technical Users.
- Monthly SLA reporting.
- A full bi-annual environment audit by the service provider with remedial recommendations in flagged areas.
- Active Call Management.
- Active Alert Monitoring.

6. PROJECT PLAN

Provide a comprehensive plan of the following milestones and timelines that must be ingestion of archived e-mails.

- 6.1 The project plan must be in line with the scope of work as per the time frames specified
- 6.2 Solution Requirements and Blueprint.
- 6.3 Baseline Design, Migration, Integration, Deploy, System Testing, Implementation and User Interface
- 6.4 Data preparation, Data Classification and Archive of Data
- 6.5 Authorisation and security implementation, user acceptance testing.
- 6.6 Training documentation
- 6.7 Go-live support and final project report
- 6.8 Three/3 months of performance monitoring and support as specified in the development scope

7. QUALIFICATIONS AND EXPERIENCE REQUIREMENTS

Bidder to provide documents detailing the set of technical skills of the following project team members:

7.1 PROJECT MANAGER

National Diploma (NQF Level 6) or Higher Qualification in Information Technology/ Computer Science
Over 3 years working experience in managing project of similar capacity

7.2 APPLICATION DEVELOPER

National Diploma (NQF Level 6) or Higher Qualification in Information Technology/ Computer Science
Over 3 years working experience in developing business solution within big ICT environment i.e. Government

7.3 SOLUTION ARCHITECT

National Diploma (NQF Level 6) or Higher Qualification in Information Technology/ Computer Science
Over 2 years working experience in Solution Architecture

7.4 DATA MANAGEMENT

National Diploma (NQF Level 6) or Higher Qualification in Information Technology/ Computer Science
Over 2 years working experience in Data Management.

7.5 BUSINESS ANALYST

National Diploma (NQF Level 6) or Higher Qualification Information Technology/ Computer Science
Over 2 years working experience in Business Analyst

NOTE: Bidder/s are required to attach all CV's and certified copies of qualifications and identity documents of the technical project team.
Certified documents with certification older than three/3 months, without a date stamp, copies of certified documents or non-submission of certified documents will be deemed invalid.

8. TIME FRAME

The duration of the contract is 36 months/3 years which will include the following:

- E-mail archiving services,
- E-mail security services,
- Maintenance and support and E-mail archiving services upgrades.

The respondent should note that the implementation of the e-mail archiving service must be completed and operational within a maximum of 6 months from the award date which will form part the 36-month legal agreement. The project will be implemented in a modular approach in line with the project plan. The extraction of and migration of data must not go beyond 31 December 2022

9. GENERAL CONDITIONS

9a. RFP Pack

General conditions are stipulations to establish the general risks, liabilities and obligations of the contract in the various documents which makeup the RFP pack.

9b. The use of subcontractors

No part of the work covered by the contract may be let or sub-let to persons including companies, unless authorized in writing by the Accounting Officer in which Preferential Procurement Regulations 2017, section 12 must be applied, which authority, if granted, shall not in any way absolve the contractor of any liability which might result from the contract.

9c. Total Cost of Ownership

The bidder is required to submit a detailed breakdown of all costs associated with the initial development of the solution, including any future costs associated with maintenance and support. In addition, the bidder/s should submit different types of billing models available for the solution.

9d. the right to audit (Assurance)

E-Gov reserves the right to audit the deployment of archived e-mail and security services.

10. EVALUATION METHODOLOGY

THE STAGED APPROACH WHICH WILL BE APPLIED IN THE EVALUATION OF BIDS

Stage one will be the evaluation of bids on **Pre-Qualification, Administration Compliance and Technical Evaluation**

During these stages the bidder/s that do not meet the minimum required threshold per each stage of evaluation will be disqualified and will not be considered for further evaluation.

Stage Two evaluation will be based on Price and Preference points only.

- Price = 90 points.
- Preference = 10 points.

STAGE 1A. PRE – QUALIFICATION

The Department has decided to apply pre-qualification criteria to advance designated groups. The following criteria will be applied to this tender with specific conditions that interested Tenderer can respond to with the following requirements:

1. A tenderer must be between levels 1 to 8 as a B-BBEE status level contributor.
 - Tenderer must submit a certified copy the BBB-EE certificate.
 - Tenderer that are bidding as JV/Consortium must submit a certified copy of the consolidated BBB-EE certificate.
 - Tenderer that are bidding as QSE that are more than 51% black owned and EME's must submit a certified sworn affidavit signed by both the deponents and the commissioner of oath dated by the commissioner of oath.
2. A tenderer must sub-contract a minimum of 30% of the value of the contract to Exempted Micro Enterprise (EME) or Qualifying Small Enterprise (QSE) which are at least 51% owned by:

- Black people, (The Tenderer must submit a certified copy of the BBB-EE certificate, ID copies and CIPC document) or
 - Black people who are youth, (The Tenderer must submit a certified copy of the BBB-EE certificate, ID copies and CIPC document) or
 - Black people who are women, (The Tenderer must submit a certified copy of the BBB-EE certificate, ID copies and CIPC document) or
 - Black people with disabilities, (The Tenderer must submit a certified copy of the BBB-EE certificate, ID copies and CIPC document) or
 - Black people living in rural areas or underdeveloped area or townships, (The Tenderer must submit a certified copy of the BBB-EE certificate, ID copies, Statement from municipality rates /contract of lessee between the landlord and the company and CIPC document)
3. In reference to above item no. 2. A tenderer must submit commitment letter/s signed by all parties of their intention to sub-contract and clearly indicating the percentage to be sub-contracted by a tenderer.
4. The tenderer must utilize the following CSD Website link <https://secure.csd.gov.za/> **QUERY REFERENCE NUMBER: 3738 and 3778 – PROCUREMENT REFERENCE NUMBER: GT/GDeG/077/2022** to sub-contract with companies listed under:
- Public Enterprise information or control system services - Query reference no.3738
 - Data archiving services – Query reference no.3778

NOTES:

- It is the responsibility of the bidder to select competent sub-contractors that meet all requirements of this Bid so that their Bid is not jeopardized by the sub-contractor when evaluated. Tenderer are responsible for all due diligence of their sub-contractors.
- Main contractors/ Suppliers are discouraged from subcontracting with their subsidiary companies as this may be interpreted as subcontracting with themselves and/or using their subsidiaries for fronting.
- All sub-contracted companies must be operating within the Information Communication and Technology Environment. (The main bidder must submit the company profiles of sub-contractors)
- Tenderer/s that fail to meet Pre-Qualification criteria stipulated in this part of evaluation shall not be considered for further evaluation.
- Utilization of CSD Website link <https://secure.csd.gov.za/> **QUERY REFERENCE NUMBER** will be demonstrated on the briefing session.

STAGE 1B: ADMINISTRATIVE MANDATORY COMPLIANCE

1. Bidder/s must complete, sign and submit all pages of Tender Bid Documents Section 1 (RFP- Request for Proposal) and Section 2 (Price Schedule – Professional Services).
2. Bid Commitment and Declaration of Interest Form must be complete, sign and submit by the Bidder (RFP 04)(SBD4).
3. If there will be a share of services between Tenderer i.e. Joint Venture/Consortium, all participating parties must submit the following supporting documents:
 - Service Agreement stating the roles and the share percentage of the value of the undertaken project and signed by all parties,

NOTE: Bidder/s that fail to meet required criteria stipulated under Administrative Mandatory Compliance shall not be considered for further evaluation.

OTHER REQUIRED DOCUMENTS:

1. Tax Clearance Certificate Pin code.
2. Bidder/s are required by the Department of e-GOV to provide Audited Annual Financial statements for the past three years.

3. Proof of registration with the National Treasury Supplier Database (CSD).
4. Certified copy of Company and Intellectual Property Combination (CIPC) Certificate.

STAGE 1C: TECHNICAL EVALUATION

- A total of 100 points is allocated for stage 1B.

The threshold for this part of the evaluation is 75 points; any bidder who fails to meet this minimum requirement shall be deemed non-responsive and eliminated from any further evaluation.

AREA	COMMENTS	POINTS
1. PROJECT PROPOSAL	<p>Bidder shall provide project proposal with the below requirements, please refer to page 3 to 5 for more details and understanding of requirements:</p> <p><u>PROJECT SCOPE (Total 7 points):</u></p> <ul style="list-style-type: none"> • Understanding of Scope of work [4] • Overall work breakdown structure use Gantt Chart [3] • No project scope provided [0] <p><u>COMPREHESIVE PROJECT PLAN (Total 42 points):</u></p> <ul style="list-style-type: none"> • Project preparation should be in line with scope of work [3] • Solution Requirements and Blueprint [4] • Baseline Design, Develop, Migration, Integration, Deploy, System Testing, Implementation and User Interface [16] • Data preparation, Data Classification and Archive of Data [6] • Authorization and Security Implementation, User Acceptance Testing [6] • Training Documentation [2] • Go-live support and final project report [3] • Minimum of 3 months Performance Monitoring [2] • No comprehensive project provided [0] <p><u>SUPPORT AND MAINTENANCE PLAN (Total 6 points):</u></p> <ul style="list-style-type: none"> • Maintain the Solution [2] • Enhance the Solution [2] • Support the Technical Users [2] • No support and maintenance plan [0] 	55
2.PROJECT TECHNICAL TEAM SET-SKILLS	<p>Experience and Qualifications of the following specialists shall be provided by a bidder and certified copies of qualifications to be attached in the proposal with updated CV's.</p> <p>NOTE: Bidder/s must attach certified copies of the qualifications with CV's of all the project team members, who are assigned to the project</p> <p><u>PROJECT MANAGER (TOTAL 7 POINTS)</u></p> <p>Qualification in project management:</p> <ul style="list-style-type: none"> - Diploma or higher qualification [4] - Certificate [2] - No qualification [0] 	32

AREA	COMMENTS	POINTS
	<p>Experience in managing project of similar capacity:</p> <ul style="list-style-type: none"> - Over 5 years of work experience [3] - Over 3 less than 5 years of work experience [2] - 1 to 3 years of work experience [1] - Less than 1 year of work experience [0] <p><u>APPLICATION DEVELOPER (TOTAL 7 POINTS)</u></p> <p>Qualification in information systems, information technology, computer science, informatics or certification in application development</p> <ul style="list-style-type: none"> - Diploma or higher qualification [4] - National Certificate/Certification [2] - No qualification [0] <p>Experience in Business Application Solution developments:</p> <ul style="list-style-type: none"> - Over 5 years of work experience [3] - Over 3 to 5 years of work experience [2] - 1 to 3 years of work experience [1] - Less than 1 year of work experience [0] <p><u>SOLUTIONS ARCHITECT (TOTAL 7 POINTS)</u></p> <p>Qualification in information systems, information technology, computer science, informatics or certification in solutions architecture.</p> <ul style="list-style-type: none"> - Diploma or higher qualification [4] - National Certificate/Certification [2] - No qualification [0] <p>Experience in Solutions Architecture:</p> <ul style="list-style-type: none"> - Over 3 years of work experience [3] - 1 to 3 years of work experience [2] - Less than 1 year of work experience [0] <p><u>SOFTWARE DEVELOPMENT (Total 4 points):</u></p> <p>Qualification in Software Development:</p> <ul style="list-style-type: none"> - National Certificate or higher qualification [1] - No qualification [0] <p>Experience in similar capacity:</p> <ul style="list-style-type: none"> - Over 3 years working experience [3] - 2 years to 3 years working experience [2] - Less than 2 years [0] <p><u>DATA MANAGEMENT (Total 4 points):</u></p> <p>Qualification in Data Management:</p> <ul style="list-style-type: none"> - National Certificate or higher qualification [1] - No qualification [0] <p>Experience in similar capacity:</p> <ul style="list-style-type: none"> - Over 3 years working experience [3] - 2 years to 3 years working experience [2] - Less than 2 years [0] 	

AREA	COMMENTS	POINTS
	<p>BUSINESS ANALYST (Total 3 points): Qualification in information systems, information technology, computer science, informatics</p> <ul style="list-style-type: none"> - National Certificate or higher qualification [1] - No qualification [0] <p>Experience in system analysis:</p> <ul style="list-style-type: none"> - Over 3 years working experience [2] - 2 years to 3 years working experience [1] - Less than 2 years [0] 	
3. REFERENCES	<p>Attach signed letter/s of reference from the client, in the client's letterhead, that includes the name of the service provider of proven track record and experience in EaaS hosting platform for e-mail archiving or of similar capacity as mentioned in the scope of work. [Total 13 points]</p> <p>NOTE: The below condition will apply to all references:</p> <p>Reference letters with no detailed experience or experience not relevant to the proposed project will be deemed invalid and as such will not be awarded any points.</p> <ul style="list-style-type: none"> - 5 and more references [13] - 4 references [10] - 3 references [7] - 2 reference [5] - 1 reference [3] - No references, reference letters with no details and experience not relevant to the projects [0] 	13
TOTAL		100

STAGE 2: PREFERENTIAL PROCUREMENT/PRICE

The second stage of evaluation will be on the 90/10 preference point system in terms of which points are awarded to bidders, where 10 points is allocated for preference and 90 points for price only.

The contract will be awarded in terms of Preferential Procurement Policy Framework Act, (Act 5 of 2000) and Black Empowerment Act (Act no. 53 of 2003).

Price = 90 points

Preference = 10 points

Preference points will be awarded in respect of BBBEE contribution.

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>Provincial Supply Chain Management</h1>	
	Registered Supplier Confirmation	Page 1 of 1

THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

SUPPLIERS ARE REQUIRED TO PROVIDE THEIR REGISTERED CENTRAL SUPPLIER DATABASE (CSD) NUMBER _____

For confirmation of your supplier number and/or any assistance please call the GPT Call Centre on **0860 011 000**.

Registered Suppliers to ensure that all details completed below are CURRENT.

MANDATORY SUPPLIER DETAILS			
GPT Supplier number			
Company name (Legal & Trade as)			
Company registration No.			
Tax Number			
VAT number (If applicable)			
COIDA certificate No.			
UIF reference No.			
Street Address		Postal Address	
CONTACT DETAILS			
Contact Person		Telephone Number	
Fax Number		Cell Number	
e-mail address		Principal's Id number	
BANKING DETAILS (in the name of the Company)			
Bank Name		Branch Code	
Account Number		Type of Account	

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

Name(s) & Signature(s) of Bidder(s)

DATE:	
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GAUTENG PROVINCE
 PROVINCIAL TREASURY
 REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Tax Clearance Requirements

Page 1 of 1

IT IS A CONDITION OF BIDDING THAT -

- 1.1 The taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with the South African Revenue Service to meet his / her tax obligations.
- 1.2 The South African Revenue Service (SARS) from the 18 April 2016 has introduced an enhanced Tax Compliance Status System, whereby taxpayers will obtain their Tax Compliance Status (TCS) PIN instead of original Tax Clearance Certificate hard copies.
- 1.3 Bidders are required to submit their unique Personal Identification Number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and Tax Status.
- 1.4 Application for Tax Compliance Status (TCS) or PIN may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
- 1.5 In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Compliance Status (TCS) / PIN / CSD Number.
- 1.6 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD Number must be provided.

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | | | | | |
|-----|-----------------------------------------------------------------|-----|--------------------------|----|--------------------------|
| 2.1 | Is the bidder a resident of the Republic of South Africa (RSA)? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.2 | Does the bidder have a branch in RSA? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.3 | Does the bidder have a permanent establishment in the RSA? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.4 | Does the bidder have any source of income in the RSA? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS/TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER ABOVE 1.4 ABOVE.



Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

The latest financial statements for the last two years are required (except if it is a new or a dormant entity)

- a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.
- b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)
- c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.
- d) If it is a new or dormant entity an opening set of financial statements must be submitted with the tender document. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be attached.
- e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.
- f) In cases where the entity has operated for a period more than a year but less than two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.

Annexure A

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**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

- provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)