



SOUTH AFRICA

Electoral Commission

Auction #: 0010539472

NetApp OnTap One Software Licenses

IMPORTANT NOTICE

Failure to comply with the completion of the auction conditions and the required information (i.e. technical specifications) or submission of the required stipulated documents shall invalidate a bid.

1 Introduction

- 1.1 The Electoral Commission (IEC) seeks to invite qualified, professional and accredited NetApp Service Providers / Resellers to supply the Electoral Commission with NETAPP ONTAP One software licenses for the National Office (Production) and the Disaster Recovery (DR) site with a three (3) years support and maintenance.
- 1.2 The licenses must be accompanied by implementation services for all the identified features of NETAPP One including Ransomware protection, Data Compaction, Data Compression, Deduplication, QoS, Volume Encryption, SnapCentre, Snapshots and Snap Mirroring.

2 Background Information

- 2.1 The Electoral Commission is a constitutional institution. In line with its mandate, the Electoral Commission manages the national, provincial and municipal elections, ensures that those elections are free and fair, and declares the results within a prescribed period. The Electoral Commission was established in terms of the Electoral Commission Act (51 of 1996), which sets out the composition, powers, functions and duties of the Electoral Commission. The Commission aims to continuously entrench the Electoral Commission as the focal point in the delivery of cost effective, free and fair elections. This is not only the core of its constitutional mandate, but also an important factor in its interaction with other Chapter 9 and associated institutions and other election management bodies.
- 2.2 The Electoral Commission derives its mandate from the Constitution of the Republic and the Electoral Commissions Act of 1996. The objects of the Commission, as defined in section 4 of the Electoral Commission Act, 1996, are to strengthen constitutional democracy and promote democratic electoral processes. In addition to the provisions in the Electoral Act, the Municipal Electoral Act 2000 (Act 24 of 2000) deals with the specific nature of local government elections.
- 2.3 The IEC has invested extensively in ICT technologies, which provide a platform to effectively support and enable its business processes and to meet its goal of providing a free and fair election process in an open and transparent environment. The IEC's ICT Department intends to

continue running a highly efficient, secure and stable ICT environment making full use of industry standards, best practices and disciplines based upon stable, secure and reliable technologies.

3 Technical Specifications

- 3.1 It must be noted that the technical specifications below are the minimum requirements; the only deviation that may be accepted will be in case where the bidder's specification is better. Anything below specification will be disqualified.
- 3.2 The Electoral Commission seeks to procure NETAPP ONTAP One software licenses for the National Office (Production) and the Disaster Recovery (DR) site.
- 3.3 The Electoral Commission has NetApp AFF A250 Series C with the following capacities each at Production and at DR:
 - 3.3.1 24 x 15.3 TB AFF (All-Flash Fabric-Attached-Storage (FAS))
 - 3.3.2 12 x 15.3 TB NVMe (non-volatile memory express)
- 3.4 The usable storage capacity of about 411 TB each at Production and at DR.
- 3.5 The licenses must be accompanied by implementation services for below features of NETAPP One:
 - 3.5.1 Balance Placement
 - 3.5.2 Ransomware protection,
 - 3.5.3 Data Compaction,
 - 3.5.4 Data Compression,
 - 3.5.5 Deduplication,
 - 3.5.6 FlexClone
 - 3.5.7 FlexVol
 - 3.5.8 Headroom
 - 3.5.9 MetroCluster
 - 3.5.10 QoS,
 - 3.5.11 Volume Encryption,

3.5.12 SnapCentre and SnapManager,

3.5.13 Snapshots

3.5.14 Snap Mirroring.

3.5.15 SnapLock

3.5.16 SnapVault

3.5.17 SnapRestore

4 Planning Assumptions

The IEC has made the following assumptions:

- 4.1 The IEC will provide technical resources for all IEC's designated work including setup and configuration of own systems and databases.
- 4.2 Wherever the need arises, the successful bidder shall do initial solution configuration and environmental specific requirements.
- 4.3 The implementation of the services required must be completed within the days stipulated in the Delivery and Implementation Schedule (Section 11) below.
- 4.4 The bidder's change control management process must be flexible enough to facilitate speedy deployment and resolution of problems without compromising management controls and security.
- 4.5 The recommended service provider shall provide all relevant details needed to ensure successful operations capability within the organization.
- 4.6 The successful bidder will be required to enter into a service level agreement including a non-disclosure agreement.
- 4.7 The successful bidder and their personnel who will be supporting the service may be subjected to security clearance through authorised state security institutions.

5 General Auction Conditions

The following standard bid conditions must be adhered to and complied with, failing of which the bid will be disqualified

- 5.1 Bidders must place bids online on the Electoral Commission's Votaquotes website by not later than the stipulated closing date and time on the auction.
- 5.2 To demonstrate compliance with the technical requirements of the auction, the bidder must

complete and submit Appendix A – Technical Response Sheet. Failure to complete and submit Appendix A shall invalidate a bid.

- 5.3 The bidder must provide at least three (3) contactable references of past services of a similar nature (NetApp OnTap One services) and scope that the bidder provided or was involved in. Reference details must include the following: customer name, contact person, contact details (telephone, email, physical address) and service description, value of services offered and size (number of TB) of NetApp OnTap One services. Appendix C is also provided as guideline. Some other guideline definitions include:
- 5.3.1 Service value defined in terms of indicative number NetApp Arrays licensed and implemented (or size of storage).
 - 5.3.2 Similar scope of services refers to configuration, commissioning and support of NetApp OnTap One software.
- 5.4 Points will be allocated depending on the number of years of experience that bidders have. Bidders must have at least five years experience in providing services on NetApp OnTap One or its variants or predecessors. The bidder must provide an indication in the form of a letter or a profile showing the numbers of years they have been providing NetApp OnTap One or its variants/predecessors.
- 5.5 Bidders must adhere to the delivery schedule in Section 11.
- 5.6 The bidder must be authorized to sell the NetApp OnTap One (OEM) products.
- 5.7 An OEM letter of proof of the reseller agreement/authorization must accompany the written documentation for this bid.
- 5.8 Should the reseller authorization be from a distributor, then a proof of authorization authorizing the distributor to resell and/or to authorize others by the OEM, must be submitted.
- 5.9 Bidders must provide a project plan to configure the software and implement all the identified features (3.5 above) of the NetApp OnTap One at the Electoral Commission.
- 5.10 Bidders must provide a service plan / structure / Service Level Agreement example with call logging processes, service levels and escalation procedures. Bidders can submit an example SLA to meet this requirement.
- 5.11 Awarding of the bid to any successful bidder will be subject to the IEC's due diligence audit requirements, where applicable.
- 5.12 Points will be allocated to bidders with the most recent implementation experience with NetApp One or its variants / predecessors
- 5.13 The Electoral Commission reserves the right and discretion to cancel and not award this bid

based on any reason including operational or financial, likewise the Electoral Commission reserves the right to reduce the scope and size of the service.

- 5.14 By bidding on this auction the bidder warrants and agrees to all the terms and conditions of this auction specification.

6 Quality Control

The following quality control conditions must be adhered to and complied with, failing of which the bid will be disqualified.

- 6.1 The successful bidder will have the primary responsibility of ensuring that the proposed solution and services comply with the required specifications in terms of functionality and technical specification including quantity and quality.
- 6.2 The proposed solution must be complete, fully functional and ready for deployment without dependencies on additional equipment, software or components that may be required to make it work if such additional requirements are not included in the bid.
- 6.3 It must be noted that the IEC seeks to gain the best solution technically, functionally and financially.
- 6.4 Upon the successful bid being accepted, the IEC reserves the right to request an inspection of the successful bidder's facilities.
- 6.5 The successful bidder has the primary responsibility to ensure that quantity and quality are in accordance with the specifications.
- 6.6 The bidder must undertake and warrant that the proposed solution is in good condition and in-line with bid specifications.
- 6.7 In addition, the IEC may also call on bidders to make presentations and demonstration of the proposed solution in order for the IEC to ensure full compliance with all its requirements and as part of the auction evaluation process prior to the conclusion of the adjudication of the bid.

7 Pricing requirements

- 7.1 The total bid price must be submitted online on the Votaquotes (eProcurement) portal.
- 7.2 The bidder must populate and submit Appendix B – Pricing Schedule. The total bid price in Appendix B will be used for adjudication. The bidder is allowed any other additional line items for pricing completeness in accordance with their solution. Failure to complete and submit Appendix B will invalidate the bid.
- 7.3 All costs associated with the supply of the services must be included in the total bid price.

- 7.4 The Electoral Commission reserves the right to adjust costs by adjusting the quantities and/or excluding some cost factors.
- 7.5 The bid price placed on the submission must be the bidder's total bid price for delivering the solution as proposed. It must be inclusive of the once off implementation and support and maintenance costs over 36 months.
- 7.6 The Electoral Commission will NOT pay for licenses and support and maintenance for the 3 years upfront in Year 1, but will pay the service provider annually in advance.
- 7.7 The bid price must include the following:
- 7.7.1 Software and licensing cost;
 - 7.7.2 Solution delivery including implementation labour and professional services fees;
 - 7.7.3 Delivery costs to IEC's national office in Centurion;
 - 7.7.4 Minimum warranty costs – where applicable;
 - 7.7.5 Any once-off costs;
 - 7.7.6 Annual Support and Maintenance Costs over a 3 year period;
 - 7.7.7 All applicable costs above should be included in the total bid price;
- 7.8 Bid prices must be VAT inclusive and must be firm for a period of 180 days. The firm price shall apply for the duration of the contract, whereby the price for year 1 will be without fluctuations whilst the price payable in years 2 and 3 will be based on the firm price, subject to exchange rate fluctuation as set out in paragraph 7.9 below
- 7.9 In the event that the price has FOREX dependencies, the bidder must state the portion of the price that has FOREX dependency and state the exchange rate that the price is based on at the time of bidding. Where applicable, FOREX based up or down adjustments will be allowed in Years 2 and 3 to account for exchange rate impact on the Rand. The original bid price will apply as stated in paragraph b) above, subject to the exchange rate which shall be based on the specified Bank Selling Rate at the time of making payment on the purchase orders issued for years 2 and 3

8 Special Requirements

- 8.1 The software must be delivered and configured with the latest patches.
- 8.2 The solution must be kept at the latest patch levels throughout the duration of the contract. The bidder and/or OEM to advise the Electoral Commission on the availability of new patches.

9 Data Protection and Confidentiality of Information

Due to the sensitive nature of the information and data which will become available to the successful bidder, it will be required that the successful bidder sign a Service Level Agreement which will, *inter alia*, incorporate a clause addressing the protection of same in line with paragraphs 9.1 and 9.2 below (read together with paragraph 18 of Appendix A -Technical Bid Response Sheet).

9.1 Data Protection

- 9.1.1 During the course of executing on this contract, the successful bidder will have access to the data collected or provided and stored by the Electoral Commission on the service provider's disk storage units and data backup facilities. The successful bidder shall have the responsibility for protecting information resources against accidental or intentional damage or loss of data, interruption, or the compromise of this information into the hands of third parties. The successful bidder or its members of staff, whether employed or contracted shall also not process the data without a prior written agreement with the Electoral Commission or without written instructions from the Electoral Commission beyond what is necessary to fulfil its obligations towards the Electoral Commission.
- 9.1.2 The successful bidder shall keep confidential all the Electoral Commission's information that they have in their possession. The successful bidder shall ensure that each member of their staff, whether employed or contracted, having access to or being involved with the processing of the Electoral Commission's data undertakes a duty of confidentiality and is informed of and complies with the data privacy obligations of this bid.
- 9.1.3 The successful bidder shall also ensure that the Electoral Commission's data in its possession is returned to the Electoral Commission and/or deleted from its computer systems as per instruction by the Electoral Commission at the end of the contract period.

9.2 Confidentiality of Information

- 9.2.1 “Confidential Information” means irrespective of its format, confidential trade, commercial, financial and management information and data, or other proprietary information which is either designated as confidential or by its nature is confidential howsoever such confidential information may be disclosed or made available to the Recipient including, without limiting the afore-going, whether direct or indirect, orally, visually or in electronic format or by reason of inspection of documentation or other matter on or at the Discloser’s premises or elsewhere including, but not limited to:
- 9.2.2 The successful bidder shall irrevocably undertake and agree:
- 9.2.2.1 to protect all confidential information that they may get access to in course of executing the resulting contract. Without limiting the generality of confidential information, Confidential Information shall include any information that falls within the definition of ‘Personal Information’ as defined in the Protection of Personal Information Act 4 of 2013, as amended or substituted and/or
 - 9.2.2.2 not to divulge or disclose to any third party in any form or manner whatsoever, either directly or indirectly, any confidential information of the Discloser without the Consent of the Discloser;
 - 9.2.2.3 not to, directly or indirectly, detract from, expand on, amend, decompile, reverse engineer, use, exploit, permit the use of, or in any other manner whatsoever apply the confidential information for its own benefit or the benefit of any other person or for any purpose whatsoever other than for the Engagement and otherwise than in accordance with the provisions of this Agreement;
 - 9.2.2.4 to treat all Information as confidential information where it is uncertain of the nature of the Information until written notice to the contrary is received from the Electoral Commission;
 - 9.2.2.5 to take reasonable security (including IT security) measures in line with its own security measures to keep the confidential information confidential;
 - 9.2.2.6 to immediately notify the Electoral Commission upon discovery of any unauthorised use or disclosure of the confidential information or any other breach of this clause;

- 9.2.2.7 to take all necessary steps or assist the Electoral Commission to regain possession of the confidential information or to prevent its further unauthorised use;
- 9.2.2.8 to immediately at the Electoral Commission's reasonable request or in any event at the completion of an Engagement to forthwith return all originals, copies, reproductions, summaries or extracts of the confidential information, or at the Electoral Commission's option destroy these and certify that it has done so; and
- 9.2.2.9 that all confidential information is and shall remain the property of the Electoral Commission and that disclosure thereof does not grant the Receiver any express or implied license to use such Confidential Information or right other than as provided for in this Agreement.

9.2.3 Notwithstanding the above, the successful bidder shall be entitled:

- 9.2.3.1 in compliance with the applicable laws and its professional obligations, to retain copies of all Information of the Electoral Commission which is relevant to or forms part of the Services;
- 9.2.3.2 to share the confidential information with its Personnel and any of the Service Provider's parties to the extent required to render the Services; and
- 9.2.3.3 to share the confidential information with its Professional Advisors or insurers in the event of a claim arising from or in connection with this Agreement, provided that the provisions of this clause shall still apply to such copies.

9.3 This clause shall not apply to:

- 9.3.1 information in the public domain otherwise than by breach of this Agreement;
- 9.3.2 information that was not obtained under any obligation of confidentiality; and
- 9.3.3 information obtained from a third party who the receiving Party believes, after reasonable inquiry, is free to divulge the information so long as such information was not obtained by the receiving Party under any obligation of confidentiality to the third party.

10 Supplier Performance

10.1 Contracting of any service provider to render goods and/or services to the Electoral Commission

are subject to the fulfilment of the Electoral Commission's due diligence audit requirements.

- 10.2 An essential component of the Electoral Commission's due diligence audit requirements may involve site visits to potential suppliers/contractors as well as inspection of various key documents underpinning the establishment of the companies involved in bids of the Electoral Commission. This also includes confirmation of capability and capacity requirements to execute the services specified in such bids.
- 10.3 Upon notification of the Electoral Commission's intention to award a contract, the successful bidder will be required to enter into a service level agreement (SLA/contract) with the Electoral Commission.
- 10.4 The purpose of the SLA (if applicable other than what the Electoral Commission's standard purchase orders provide for) is to fix performance criteria within the key requirements of this request for quotation, namely quantity, quality and delivery.
- 10.5 The SLA may contain elements such as supplier progress milestones, delivery schedules, quality checkpoints and invoicing procedures.
- 10.6 The Electoral Commission reserves the right to reject any services delivered not conforming to the bid specification.
- 10.7 Where previously-agreed delivery schedules are not met by a supplier, the Electoral Commission shall have the right to appoint an alternative supplier to make good the shortfall in supply. Any additional costs incurred by the Electoral Commission in obtaining such corrective services or products from another source will be for the account of the defaulting supplier.

11 Delivery and Implementation Timeframe

- 11.1 The successful bidder will be required to implement all the features of onTap One within two (2) months of conclusion of the Service Level Agreement (SLA).

12 Award of Bid

- 12.1 The adjudication process may include short-listing, presentation and demonstration of the solution and services by the short-listed finalists.
- 12.2 The purchase order will be awarded to a bidder whose solution successfully conforms to specifications and is able to deliver and support the product, and in terms of the provisions of the Preferential Procurement Policy Framework Act regulations, 2022.
- 12.3 The Electoral Commission reserves the right to run a proof of concept (POC) with the leading

bidder as part of adjudicating the bid before a final award is made.

12.4 The successful bidder will be required to enter into a Service Level Agreement (SLA/Contract) with the Electoral Commission in order to formalize and confirm the exact solutions to be delivered.

12.5 The Electoral Commission will enter into a formal contract or issue a formal purchase order before any services or equipment can be delivered

13 Duration

13.1 The contract is for a period of thirty-six (36) months and may be extended at the sole discretion of the Electoral Commission as may be deemed necessary.

14 Briefing Session

14.1 There will be no briefing session for this requirement.

15 Submissions of Bid Documentation

All submissions must be received before the closing date and time for submissions as stipulated on the Votaquotes website (<https://votaquotes.elections.org.za>). Submissions received after the final date and time will lead to bids being disqualified and not considered.

All bids must be placed online on the Votaquotes website (<https://votaquotes.elections.org.za>). Supporting documentation can be submitted in any or both of the following options:

Upload to Votaquotes.

Place in the Electoral Commission tender box situated in the foyer of the Electoral Commission National Office in Centurion at the following address before the closing date and time of this auction:

Election House

Riverside Office Park,

1303 Heuwel Avenue,

Centurion,

0157

Note: Clearly mark your submission: For the attention of Procurement and Asset Management Department – Auction **0010539472**

Failure to submit all of the required documentation before the closing date and time shall invalidate the bid. It remains the responsibility of the bidder to confirm receipt of the required documentation with the Electoral Commission Procurement and Asset Management Department.

15.1 Summary of Submission Requirements

- 15.1.1 Detailed technical specifications in accordance with the technical requirements to demonstrate compliance. Bidder must complete and submit Appendix A (Technical Response Sheet) to demonstrate compliance as per 5.2.
- 15.1.2 Provide a detailed pricing breakdowns (breakdown of the bid price into equipment purchase price, delivery cost and any other element if any) as per 7.2 (Appendix B).
- 15.1.3 The bidder shall provide at least 3 references on customer letter heads of similar work as specified in 5.3 using Appendix D as a guideline.
- 15.1.4 Bidders to provide proof of experience in providing NetApp OnTap One Services. Points will be allocated to bidders depending on the number of years of experience as specified in 5.4.
- 15.1.5 Authorization to sell NetApp OnTap One Licenses and Services as per 5.6, 5.7 and 5.8.
- 15.1.6 Bidders must supply an example SLA document as per 5.10.
- 15.1.7 Bidder must provide a project implementation plan as per 5.9.

16 Enquiries

Enquiries must be directed to the following responsible persons. In case of written/emailed enquires it is recommended that all three be copied for quicker and coordinated response.

- a) Votaquotes related enquiries must be directed to:

Votaquotes helpdesk (012) 622-5550 or email votaquotes@elections.org.za

- b) Technical enquiries must be directed to:

Ms Bridget Ndlovu (012) 622 5700 or email ndlovub@elections.org.za

17 Closing Date

The closing date and time of this request for quotation is as specified on the auction and Votaquotes website. The closing date and time is determined by the clock on the IEC's servers and is not negotiable. Bidders must also take note supporting documentation must be delivered **before closing date and time**.

18 APPENDIX A – Technical Bid Response Sheet

Appendix A – Technical Bid Response Sheet

Completion of this technical response sheet by the bidder is compulsory. Bidder must comply each and every item of the requirements.
Failure to complete and submit this technical bid response sheet as part of the bid submission shall lead to disqualification.

	Category	Compliance Minimum Requirements	Compliance Indicator		Bidder's response/technical specification for proposed solution – if providing more than minimum requirement
			Yes	No	
1.	NetApp OnTap One licenses	NetApp OnTap One Licenses for Production Site			
2.		NetApp OnTap One Licenses for Disaster Recovery (DR) Site			
3.	Implementation	Configuration of the NetApp OnTap One software at both Production and DR site			
4.		Implementation of the following features:			
5.		Balance Placement			
6.		Ransomware protection,			
7.		Data Compaction,			
8.		Data Compression,			
9.		Deduplication,			
10.		FlexClone			
11.		FlexVol			
12.		Headroom			
13.		MetroCluster			
14.		QoS,			
15.		Volume Encryption,			
16.		SnapCentre and SnapManager,			
17.		Snapshots			
18.		Snap Mirroring.			
19.		SnapLock			
20.		SnapVault			
21.		SnapRestore			
22.	Project Management	Configuration and Implementation Project Management			
23.	Training and Change Management	Technical Training of IEC personnel on the use of NetApp OnTap One and its features			

Appendix A – Technical Bid Response Sheet

**Completion of this technical response sheet by the bidder is compulsory. Bidder must comply each and every item of the requirements.
Failure to complete and submit this technical bid response sheet as part of the bid submission shall lead to disqualification.**

	Category	Compliance Minimum Requirements	Compliance Indicator		Bidder's response/technical specification for proposed solution – if providing more than minimum requirement
			Yes	No	
24.	Service Management	24 x 7 Service Availability – access to call logging facility and access to technical support.			
25.		Account / Service management - contact to escalate service-related queries			
26.	Data Confidentiality and Privacy Requirements	The bidder undertakes to agree and comply with the Electoral Commission's requirements on data protection and confidentiality of information section above of this document.			

19 APPENDIX B: PRICING SCHEDULE

APPENDIX B: PRICING SCHEDULE					
The completion of all pricing schedules is compulsory. Failure to complete the below will result in the bid being disqualified. All costs must be inclusive of VAT					
No.	Description of Primary Services	Quantity	Implementation/Once Off Costs including VAT [A]	License Costs including VAT [B]	Support and Maintenance Costs Including VAT [C]
1.	NetApp OnTap One License for Production Environment	1	R.....	R.....	
2.	NetApp OnTap One License for Disaster Recovery (DR) Environment	1	R.....	R.....	
3.	Maintenance and 24 x 7 Support including call logging and resolution Year 1	1			R.....
4.	Maintenance and 24 x 7 Support including call logging and resolution Year 2	1			R.....
5.	Maintenance and 24 x 7 Support including call logging and resolution Year 3	1			R.....
6.	SUB-TOTALS		R.....	R.....	R.....
7.	Total Bid Price:*[SUB TOTALS: A +B+ C]		R.....		
* The Total Bid Price must be in full and complete for the proposed solution, it also the price which will be used for adjudication.					

BASE RATE OF EXCHANGE: US \$ 1 = ZAR _____

20 APPENDIX C: GUIDELINE REFERENCE TABLE

20.1 As per 5.3 above, the bidder is to provide at least three (3) contactable references of past services of a similar nature that the bidder provided or was involved in. The table below serves as a guideline of what information the IEC requires from the references. Bidder may fill the tables below to indicate references.

Reference #1

EACH REFERENCE MUST CONTAIN THE FOLLOWING DETAILS:		
Customer name		
Contact Person		
Contact Details	Email	
	Telephone	
	Physical address	
Service Description	Services Provided	
	NetApp OnTapOne Features Implemented (list)	
Service Value	Number of licenses	
	Size of the Storage	
	When was the service provided?	

Reference #2

EACH REFERENCE MUST CONTAIN THE FOLLOWING DETAILS:		
Customer name		
Contact Person		
Contact Details	Email	
	Telephone	
	Physical address	
Service Description	Services Provided	
	NetApp OnTapOne Features Implemented (list)	
Service Value	Number of licenses	
	Size of the Storage	
	When was the service provided?	

Reference #3

EACH REFERENCE MUST CONTAIN THE FOLLOWING DETAILS:		
Customer name		
Contact Person		
Contact Details	Email	
	Telephone	
	Physical address	
Service Description	Services Provided	
	NetApp OnTapOne Features Implemented (list)	
Service Value	Number of licenses	
	Size of the Storage	
	When was the service provided?	

21 Appendix D - Bid Evaluation Criteria

21.1 Stage 1: Assessment of Bidder's Disclosure

All bids received will be evaluated and assessed in respect of the mandatory information provided in the Bidder's Disclosure (SBD4) as well as the register for restricted suppliers and tender defaulters.

Any potential issues that may arise or transgressions that may identified will be pursued in accordance with statutory obligations and requirements.

In this regard, the following must be noted:

The Electoral Commission must, as part of its supply chain management (SCM) processes, identify and manage all potential conflicts of interest and other disclosures made by a person participating in procurement process to enable the accounting officer or delegated authority to make informed decisions about the person participating in the SCM process.

As such, the Bidders Disclosure form, issued as Standard Bidding Document (SBD) 4, attached as Appendix A, was extended to all entities which were invited to participate in the RFQ process.

As part of the evaluation of the procurement process, the information provided by a person on the SBD4 form must be evaluated.

In so doing, it must be noted that if the bid evaluation establishes that:

- a) a person within the bidding entity is an employee of the State, the Electoral Commission's Accounting Officer/accounting authority must request the relevant accounting officer/accounting authority whether the person-
 - i. Is prohibited from conducting business with the State in terms of Section 8 of the Public Administration Management Act, 2014; or
 - ii. has permission to perform other remunerative work outside of their employment, where the PAMA does not apply to such employee;
- b) the conduct of a person constitutes a transgression of the Prevention and Combating of Corrupt Activities Act, 2004;
- c) the conduct of a person constitutes a transgression of the Competition Act, 1998, the conduct must be reported to the Competition Commission; and
- d) the conduct of a person must be dealt with in terms of the prescripts applicable to the Electoral Commission.

If it is established that a person has committed a transgression in terms of the above, or any other transgression of SCM prescripts, the bid may be rejected and the person may be restricted.

The Electoral Commission's Accounting Officer/accounting authority must inform National Treasury of any action taken against a person within 30 days of implementing the action.

During the bid evaluation process, the Electoral Commission must in addition to other due diligence measures, establish if a person is not listed in-

- a) the Register of Tender Defaulters; and
- b) the list of restricted suppliers.

A bid related to a restricted bidder or tender defaulter shall be rejected.

The under-mentioned assessment criteria will be used to evaluate the elements relating to SBD4, CSD registration, tax compliance, restricted suppliers and tender defaulters

Stage 1 – Bidders Disclosure				
Important Note: Detail on any transgression must be reported if issues are identified as mandatory steps must be taken as prescribed in National Treasury PFMA SCM Instruction Note 3 of 2021/2022: Enhancing Compliance, Transparency and Accountability in Supply Chain Management.				
Company Name (Bidder):				
No.	Description	Yes	No	Comments
1.	Bidder is registered on the National Treasury Central Supplier Database (CSD).*			
2.	Bidder is tax compliant. **			
3.	The bidder is not an employee of the state.			
4.	Having certified the SBD4, it is accepted that the bidder's conduct does not constitute a transgression of the Prevention and Combating of Corrupt Activities Act.			
5.	Having certified to the SBD4, it is accepted that the bidder's conduct does not constitute a transgression of the Competition Act.			
6.	The bidder is not a tender defaulter as per the register published on the National Treasury website.			
7.	The bidder is not a restricted supplier as per the register published on the National Treasury website.			
* No bid shall be accepted if a supplier is not registered on the National Treasury Central Supplier Database (CSD).				
** A bidder must be tax compliant before a contract is awarded. A bid will be disqualified if the bidder's tax affairs remains non-compliant as per the provisions of National Treasury Instruction No 9 of 2017/2018 Tax Compliance Status Verification.				

21.2 *Stage 2: Key Qualifying Criteria*

<u>Stage 2 - Key Qualifying Criteria</u>				
Failure to comply with any of the requirements below will result in the bid being disqualified				
No.	Description	Yes	No	Comments
1.	Bidder submitted bid on Votaquotes as per 5.1			
2.	Bidder completed and submitted technical specification as per 5.2 Appendix A - Technical Response Sheet			
3.	The bidder has completed and submitted detailed pricing as per 7.2 Appendix B – Pricing Schedule			
4.	Bidder submitted a project implementation plan as per 5.9.			
5.	Bidder is authorized to sell NetApp OnTap One licenses as per 5.6, 5.7 and 5.8			
Overall Stage 2 Outcomes:		<u>Assessment Comments:</u>		
		Bid qualifies for further consideration: (YES/NO):		

21.3 Stage 3: Technical Compliance Evaluation

Stage 3: Technical Compliance Evaluation Failure to complete and submit this technical bid response sheet as part of the bid submission shall lead to disqualification.					
	Category	Compliance Minimum Requirements	Compliance Indicator		Bidder's response/technical specification for proposed solution – if providing more than minimum requirement
			Yes	No	
1	NetApp OnTap One Licenses	NetApp OnTap One Licenses for Production Site			
2		NetApp OnTap One Licenses for Disaster Recovery (DR) Site			
3	Implementation	Configuration of the NetApp OnTap One software at both Production and DR site			
4		Implementation of the following features:			
5		Balance Placement			
6		Ransomware protection,			
7		Data Compaction,			
8		Data Compression,			
9		Deduplication,			
10		FlexClone			
11		FlexVol			
12		Headroom			
13		MetroCluster			
14		QoS,			
15		Volume Encryption,			
16		SnapCentre and SnapManager,			
17		Snapshots			
18		Snap Mirroring.			
19		SnapLock			
21		SnapVault			
21		SnapRestore			
22	Project Management	Configuration and Implementation Project Management			
23	Training and Change Management	Technical Training of IEC personnel on the use of NetApp OnTap One and its features			

Stage 3: Technical Compliance Evaluation Failure to complete and submit this technical bid response sheet as part of the bid submission shall lead to disqualification.					
	Category	Compliance Minimum Requirements	Compliance Indicator		Bidder's response/technical specification for proposed solution – if providing more than minimum requirement
			Yes	No	
24	Service Management	24 x 7 Service Availability – access to call logging facility and access to technical support.			
25		Account / Service management - contact to escalate service-related queries			
26.	Data Confidentiality and Privacy Requirements	The bidder undertakes to agree and comply will the Electoral Commission's requirements on data protection and confidentiality of information section above of this document.			
Overall Stage 3 Outcomes:		<u>Assessment Comments:</u>			
		Bid qualifies for further consideration: (YES/NO):			

21.4 **Stage 4: Functionality**

Stage 4 – Functionality					
To qualify to the next phase of adjudication a bidder must score a minimum of 75% (37.5/50)					
	Product Description	Available Score	Points Allocation	Actual Score	Comments
1.	Relevant Reference	30	<p>References:</p> <ul style="list-style-type: none"> a) Customer name = 1 point b) Contact Person = 1 point c) Email = 0.5 point d) Telephone = 0.5 point e) Physical address = 0.5 points f) Description of Services Provided = 2 points g) NetApp OnTap One Feature list = 2 points h) Size of the project in terms of NetApp Storage = 1 point i) Number of licenses provided = 1 point j) Services Provided in the Last 36 Months = 0.5 point <p>Total for references = maximum 10 points per reference (minimum 3 references required).</p>		
2.	Relevant Experience	3	<p>Relevant Experience:</p> <ul style="list-style-type: none"> a) > 8 years = 3 points b) 5 - 7 years = 2 points c) < 5 years = 0 points 		
3.	Project Implementation Plan	2	Is the project plan aligned to the requirement in section 11 above? (2 points)		

Stage 4 – Functionality

To qualify to the next phase of adjudication a bidder must score a minimum of 75% (37.5/50)

	Product Description	Available Score	Points Allocation	Actual Score	Comments
4.	Service Plan / SLA	5	<p>Did bidder submit a service plan / structure / Service Level Agreement example (2 points) with the following:</p> <ul style="list-style-type: none"> a) call logging procedures, (1 point) b) service levels and (1 point) c) escalation procedures (1 point) 		
5.	Relevant Features Experience	10	<p>List of features implemented:</p> <ul style="list-style-type: none"> a) 12 or more features including Ransomware protection = 10 points b) 8 - 11 features including Ransomware protection = 8 points c) 4 - 7 features including Ransomware protection = 4 points d) 12 or more features - no Ransomware protection = 7 points e) 8-11 features - no Ransomware protection = 5 points f) 4-7 features – no Ransomware protection = 3 points 		
	TOTAL:	50			
Overall Stage 4 Outcomes:		<u>Assessment Comments:</u>			
		Bid qualifies for further consideration (YES/NO):			

Appendix D - Stage 5 – Adjudication of Bids

Only bids that comply with the requirements and conditions of the auction and that meet the minimum criteria in the bid evaluation process as stipulated above will be considered for bid adjudication purposes.

Acceptable bids must be market related.

This bid is deemed to not exceed R50 million including VAT.

Therefore, the 80/20 preference point system (PPPFA scoring) in terms of the Preferential Procurement Policy Framework Act, 2005 (PPPFA) and the Preferential Procurement Regulations, 2022 shall apply in the adjudication process of this auction where all acceptable bids received are below R50 million including VAT. Preference points will be allocated as follows:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Bid Evaluation Committee

	Committee Member's Name	Signature	Date
1			
2			
3			
4			
5			

Overall Adjudication Outcomes:
