



# INGONYAMA TRUST BOARD

• 65 Trelawney Road, Southgate, Pietermaritzburg, 3201 • P.O. Box 601, Pietermaritzburg, 3200  
• Tel: 033 846 9900 • Fax: 033 386 2528 • [www.ingonyamatrust.org.za](http://www.ingonyamatrust.org.za)

ITB/01/09/2025

**TERMS OF REFERENCE (TOR) FOR SUPPLY & INSTALLATION OF ICT SERVER INFRASTRUCTURE, CLOUD BACKUP SERVICES AND SUPPORT & MAINTENANCE FOR INGONYAMA TRUST BOARD FOR A PERIOD OF THIRTY-SIX (36) MONTHS.**

**THERE WILL BE A COMPULSORY BRIEFING SESSION AS FOLLOWS:**

**DATE: FRIDAY, 12 SEPTEMBER 2025**

**TIME: 11:00**

**LOCATION: 65 TRELAWNEY ROAD, SOUTHGATE, PIETERMARITZBURG 3201**

**BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:  
INGONYAMA TRUST BOARD**

**65 Trelawney Road**

**Southgate**

**Pietermaritzburg, 3201**

**CLOSING DATE: FRIDAY, 22 SEPTEMBER 2025 AT 11:00**

**ENQUIRIES PLEASE CONTACT: TECHNICAL RELATED:**

No.	Office	Contact person	Contact details
1.	ICT Office	Mr. S Baai	033 846 9900 <a href="mailto:sakhibaaai@gmail.com">sakhibaaai@gmail.com</a>

**BID RELATED:**

No	Contact Person	Contact Details
1	Mr. GI Sekwale	<a href="mailto:ingonyamatrustscm@gmail.com">ingonyamatrustscm@gmail.com</a>
2.	Ms T Khenisa	
	Ms M Ngubo	

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE INGONYAMA TRUST BOARD</b>					
BID NUMBER:	ITB/01/09/2025	CLOSING DATE:	22/09/2025	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY & INSTALLATION OF ICT SERVER INFRASTRUCTURE, CLOUD BACKUP SERVICES AND SUPPORT & MAINTENANCE FOR INGONYAMA TRUST BOARD FOR A PERIOD OF THIRTY-SIX (36) MONTHS				
<b>BID RESPONSE MUST BE EMAILED TO:</b>					
<a href="mailto:ingonyamatrustscm@gmail.com">ingonyamatrustscm@gmail.com</a>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>					
CONTACT PERSON	Mr Sekwale /Ms T Khenisa/Ms Ngubo		<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
TELEPHONE NUMBER	033 846 9900		CONTACT PERSON	Mr S Baai	
FACSIMILE NUMBER			TELEPHONE NUMBER	033 846 9900	
E-MAIL ADDRESS	<a href="mailto:ingonyamatrustscm@gmail.com">ingonyamatrustscm@gmail.com</a>		FACSIMILE NUMBER		
			E-MAIL ADDRESS	<a href="mailto:sakhibaa@gmail.com">sakhibaa@gmail.com</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

## PART B

### TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

## SECTION B

### REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website [www.csd.gov.za](http://www.csd.gov.za)
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
  - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. **IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.**

**SECTION C**

**DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE**

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative) .....,  
WHO

REPRESENTS (state name of bidder) .....CSD  
Registration

Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S  
DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE  
AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF  
THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE  
AWARDED ON THE BASIS OF THIS BID.

.....  
**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**

**DATE:** .....

**SECTION D**

**SBD 3.3**

**PRICING SCHEDULE**

(Goods and Service)

**MUST BE COMPLETED IN FULL**

**NAME OF BIDDER:** .....

**BID NO.:** ITB/01/09/2025

**CLOSING DATE:** 22/09/2025

**CLOSING TIME:** 11H00 AM

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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**NB: PRICING SHOULD REMAIN FIXED AND INCLUSIVE OF VAT IF REGISTERED AS VAT VENDORS.**

No	Qty	Description	Unit of Measure	Cost Per Unit	Total Cost ** ( All applicable Taxes Included)
1	SUPPLY AND DELIVERY OF A SERVER-( As per Table 1 Item 1: Detail Specification of the ICT Server Infrastructure Solution)				
	02	1.1Xeon 8Cores / 16Threads Processor 2.5" Chassis up to 16 drives Raid Card IDRAC Card Redundant Power Supply Unit Rail kit 128GB Ram	Once-off	R	R
	02	480 GB Mixed use SSD drives (Hot-plug)			
	07	2.4TB 10K SAS drives (Hot-plug)			
		36 Month Next Business Day Pro support Onsite Service Extension, 24 Month(s)			
	04	Windows Server 2022 or latest version, Standard, ROK,16CORE 80-pack of Windows Server 2022 or latest version User CALs (Standard or Datacenter)			
	01	QNAP NAS Storage	Once-off	R	R
04	8TB Enterprise NAS drives				
1. TOTAL COST FOR ALL KEY COMPONENTS OF A SERVER					R

No	Qty	Description	Unit of Measure	Cost Per Unit	Total Cost **( All applicable Taxes Included)
2	<b>SERVER LABOUR</b> ( As per Table 1 Item 2: Detail Specification of the ICT Server Infrastructure Solution)				
	01	Labour to install and configure the server as per all components on Item 2.1 to 2.12 of the Table 1: Detail Specification of the ICT Server Infrastructure Solution	Once-off	R	R
	<b>2. TOTAL SERVER LABOUR FOR INSTALLATION AND CONFIGURATION OF THE SERVER</b>				<b>R</b>
3	<b>SERVER SIDE SOFTWARE INSTALLATION AND CONFIGURATION</b> ( As per Table 1 Item 3: Detail Specification of the ICT Server Infrastructure Solution)				
	<b>Latest ESXi installation, configuration and updates</b>				
	01	Install and Configure latest ESXi	Once-off	R	R
	<b>3.1 COST OF LATEST ESXI INSTALLATION, CONFIGURATION AND SUBSCRIPTION COST FOR 36 MONTHS</b>				<b>R</b>
	<b>Latest VMware installation, configuration and updates</b>				
	01	Install and Configure latest VMware	Once-off	R	R
	<b>3.2 COST OF LATEST VMware INSTALLATION, CONFIGURATION AND SUBSCRIPTION COST FOR 3 Years</b>				<b>R</b>
	<b>Latest Veeam Back-up and replication installation and configuration (License available)</b>				
	01	Install and Configure latest Veeam Back-up and Replication	Once-off	R	R
	<b>3.3 COST OF LATEST VEEAM BACK-UP AND REPLICATION INSTALLATION AND CONFIGURATION COST</b>				<b>R</b>
3	<b>Latest ESET Anti-virus Protection installation, configuration and end-point deployment (License available)</b>				
	01	Installation , Configuration and end-point deployment of latest ESET Anti-Virus Protection	Once-off	R	R
	<b>3.4 INSTALLATION, CONFIGURARTION, AND END-POINT DEPLOYMENT OF LATEST ESET ANTI-VIRUS PROTECTION COST</b>				<b>R</b>
	<b>UBIQUITI wireless management console, installation and configuration (access points already installed)</b>				
	01	Installation and Configuration of UBIQUITI wireless Management Console	Once-off	R	R

	Qty	Description	Unit of Measure	Cost Per Unit	Total Cost **( All applicable Taxes Included)
	3.5	INSTALLATION AND CONFIGURATION OF UBIQUITI WIRELESS MANAGEMENT CONSOLE COST			R
	3.	TOTAL COST FOR SERVER SIDE SOFTWARE INSTALLATION AND CONFIGURATION FOR A PERIOD OF 36 MONTHS (3.1-3.5)			R
4		<b>MICROSOFT EXCHANGE SERVER 365 IMPLEMENTATION AND LABOUR</b> ( As per Table 1 Item 4: Detail Specification of the ICT Server Infrastructure Solution)			
	4.1	Microsoft Exchange Server 365 Implementation and Labour			
	01	Labour for Installation & Configuration of Microsoft Exchange Server 365 as detailed on Item 4 of the Scope of work	Once-off	R	R
	4.1	COST OF LABOUR INSTALLATION AND CONFIGURATION OF MICROSOFT EXCHANGE SERVER 365			R
	4.2	Microsoft Exchange server 365 with the associated Licenses			
	01	License for Year 1	12 months	R	R
	01	License for Year 2	12 months	R	R
	01	License for Year 3	12 months	R	R
	4.2	COST FOR MICROSOFT EXCHANGE SERVER 365 LICENSES FOR 36 MONTHS			R
	4.	TOTAL COST FOR MICROSOFT EXCHANGE SERVER 365 IMPLEMENTATION AND LABOUR ( 4.1 & 4.2)			R
	5.	<b>CLOUD BACKUP</b> ( As per Table 1 Item 5: Detail Specification of the ICT Server Infrastructure Solution)			
	5.1	Once-off backup hosting cost			
	01	Once-off Cloud backup hosting cost	Once-off	R	R
	5.1	COST FOR CLOUD BACKUP HOSTING			R
	5.2	incremental cloud backups over a periods of 36 months			
	01	Subsequent Incremental Backups	36 Months	R	R
	5.2	INCREMENTAL CLOUD BACKUP COST			R
	5.	TOTAL COST FOR CLOUD BACKUP HOSTING INCLUDING INCREMENTAL BACKUPS FOR 36 MONTHS (5.1 & 5.2)			R



Qty	Description	Unit of Measure	Cost Per Unit	Total Cost **( All applicable Taxes Included)
<b>6. MICROSOFT 365 OFFICE-80 USERS, SETUP AND CONFIGURATION</b> ( As per Table 1 Item 6: Detail Specification of the ICT Server Infrastructure Solution)				
01	Licenses for Year 1	12 months	R	R
01	Licenses for Year 2	12 months	R	R
01	Licenses for Year 3	12 months	R	R
<b>6. TOTAL COST FOR MICROSOFT 365 LICENSES FOR 36 MONTHS</b>				R
<b>7. PATCH MANAGEMENT AND NETWORK MONITORING</b> ( As per Table 1 Item 7: Detail Specification of the ICT Server Infrastructure Solution)				
Qty	Description	Unit of Measure	Cost Per Unit	Total Cost **( All applicable Taxes Included)
<b>7.1 Patch management system, installation and configuration (Approximately 80 Users) including license</b>				
01	License for Year 1	12 months	R	R
01	License for Year 2	12 months	R	R
01	License for Year 3	12 months	R	R
<b>7.1 COST FOR PATCH MANAGEMENT SYSTEM LICENSES FOR 36 MONTHS</b>				R
<b>7.2 Network server environment monitoring system, installation and configuration (Approximately 80 Users) including license</b>				
01	License for Year 1	12 months	R	R
01	License for Year 2	12 months	R	R
01	License for Year 3	12 months	R	R
<b>7.2 COST FOR NEWORK SERVER ENVIRONMENT MONITORING SYSTEM LICENSES</b>				R
<b>7. TOTAL COST FOR PATCH MANAGEMENT AND NETWORK MONITORING FOR 36 MONTHS ( 7.1 &amp;7.2)</b>				R
<b>8. SUPPLY AND DELIVERY OF ALTERNATIVE BACKUP POWER FOR THE SERVER</b> ( As per Table 1 Item 8: Detail Specification of the ICT Server Infrastructure Solution)				
02	Provide Power Inverters that can handle the server environment	Once-off	R	R

Qty	Description	Unit of Measure	Cost Per Unit	Total Cost **( All applicable Taxes Included)
<b>8. TOTAL COST FOR SUPPLY AND DELIVERY OF POWER INVERTERS</b>				R
<b>9. TRAINING</b> ( As per Table 1 Item 9: Detail Specification of the ICT Server Infrastructure Solution)				
01	Standard administrator training of one (1) IT personnel on the server environment implementation	Once-off	R	R
<b>9. TOTAL COST FOR STANDARD ADMISTRATION ON THE SERVER ENVIRONMENT</b>				R
<b>10. SERVER INFRASTRUCTURE MAINTENANCE AND SUPPORT FOR 36 MONTHS</b>				
<b>6.1 Quarterly Preventative Maintenance &amp; Support</b>				
04	Comprehensive servicing of the server environment every quarter for Year 1	Quarterly	R	R
04	Comprehensive servicing of the server environment every quarter for Year 2	Quarterly	R	R
04	Comprehensive servicing of the server environment every quarter for Year 3	Quarterly	R	R
<b>COST FOR PREVENTATIVE MAINTENANCE &amp; SUPPORT FOR 36 MONTHS</b>				R
<b>6.2 On-Demand Technical Support (90 Hours Per Annum)</b>				
01	Access to expert IT support services for Year 1	90 Hours per Annum	R	R
01	Access to expert IT support services for Year 2	90 Hours per Annum	R	R
01	Access to expert IT support services for Year 3	90 Hours per Annum	R	R
<b>10.2 Cost for On-Demand Technical Support</b>				R
<b>10.TOTAL COST FOR SERVER INFRASTRUCTURE MAINTENANCE AND SUPPORT FOR 36 MONTHS</b>				R

<b>TOTAL COST ** ( ALL APPLICABLE TAXES INCLUDED)</b> ( Add all cost highlighted in green Item 1 to 10)	<b>R</b>
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**NB: FAILURE TO FULLY COMPLETE THIS SBD 3.3 WILL RENDER YOUR PROPOSAL REGARDED AS NON-RESPONSIVE AND WILL THEREFORE NOT BE CONSIDERED FOR FURTHER EVALUATION.**

**NB: Suppliers are requested to carefully go through the specification and understand the requirements so that they can be able to price accordingly and not under price/ quote as this may jeopardize the quality of the end product. Under quoting/ pricing may results to your quote being rejected.**

**DELIVERY ADDRESS: 65 TRELAWNEY ROAD, SOUTHGATE.  
PIETERMARITZBURG 3201**

**BANK DETAILS:**

ACCOUNT HOLDER NAME: \_\_\_\_\_

BANK NAME: \_\_\_\_\_

ACCOUNT TYPE: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

BRANCH CODE: \_\_\_\_\_

QUOTATION EXPIRY DATE: \_\_\_\_\_

SIGNATURE OF AUTHORISED PERSON: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

DATE: \_\_\_\_\_

SECTION E

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? YES/NO

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

Full Name	Identity Number	Name of State institution

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

2.2.1. If so, furnish particulars:  
.....  
.....

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

2.3.1 If so, furnish particulars:  
.....

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 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.
- 3.7 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

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

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

### 1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$	<b>or</b>	$Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

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

## 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals

stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated. (80/20 system)
<b>Historically Disadvantaged individuals (HDIs)</b>	
Owned by black people	5
Owned by people who are Female	5
Owned by people who are Youth	5
Owned by people who reside in KZN Province	5

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation



- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct.
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) Disqualify the person from the tendering process.
  - (b) Recover costs, losses, or damages it has incurred or suffered as a result of that person's conduct.
  - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
  - (d) Recommend that the tenderer or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) Forward the matter for criminal prosecution, if deemed necessary.

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

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

**DATE:** .....

**ADDRESS:** .....

**SECTION G**

## GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

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

## **3. General**

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

## **4. Standards**

- 1.1. 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**

- 1.1. 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.

## **2. Performance security**

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

3. 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

4. a cashier's or certified cheque

- 9.1. 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.

## **10. Inspections, tests and analyses**

- 10.1 All pre-bidding testing will be for the account of the bidder.
- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 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.
- 10.7 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.

- 10.8 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.

## **11. Packing**

- 11.1 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.
- 11.2 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.

## **12. Delivery and documents**

- 12.1 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.
- 12.2 Documents to be submitted by the supplier are specified in SCC.

## **13. Insurance**

- 12.1 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.

## **14. Transportation**

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

## **15. Incidental Services**

- 12.1 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.
- 12.2 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.

## **16. Spare parts**

- 12.1 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

- (ii) to procure needed requirements; and following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **17. Warranty**

- 12.1 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.
- 12.2 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.
- 12.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 12.4 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.
- 12.5 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.

## **18. Payment**

- 12.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 12.2 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.
- 12.3 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.
- 12.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **19. Prices**

- 12.1 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.

## **20. Contract amendments**

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

## **21. Assignment**

- 12.1 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.

## **22. Subcontracts**

- 12.1 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.

## **23. Delays in the supplier's performance**

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 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.
- 12.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **24. Penalties**

- 12.1 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.

## **25. Termination for default**

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 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.

12.5 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.

12.6 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.

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

12.7 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.

## **26. Anti-dumping and countervailing duties and rights**

12.1 When, after the date of bid, provisional payments are required, or antidumping 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.

## **27. Force Majeure**

12.1 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.

12.2 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.

## **28. Termination for insolvency**

12.280 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.

## **29. Settlement of Disputes**

12.280 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.



12.281 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.

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

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

12.284 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.

### **30. Limitation of liability**

12.280 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.

### **31. Governing language**

12.280 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.

### **32. Applicable law**

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

### **33. Notices**

12.280 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

12.281 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.

### **34. Taxes and duties**

12.280 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

12.281 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

12.282 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.

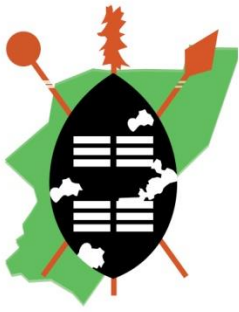
### **35. National Industrial Participation (NIP) Programme**

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

**36. Prohibition of Restrictive practices**

12.280 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).

12.281 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.



# INGONYAMA TRUST BOARD

• 65 Trelawney Road, Southgate, Pietermaritzburg, 3201 • P.O. Box 601, Pietermaritzburg, 3200  
• Tel: 033 846 9900 • Fax: 033 386 2528 • [www.ingonyamatrust.org.za](http://www.ingonyamatrust.org.za)

## SECTION H

**TERMS OF REFERENCE (TOR) FOR SUPPLY & INSTALLATION OF ICT SERVER INFRASTRUCTURE, CLOUD BACKUP SERVICES AND SUPPORT & MAINTENANCE FOR INGONYAMA TRUST BOARD FOR A PERIOD OF THIRTY-SIX (36) MONTHS.**

### **PHYSICAL ADDRESS:**

**65 Trelawney Road**  
Southgate  
Pietermaritzburg  
3201

## **1. INTRODUCTION AND BACKGROUND**

- 1.1 The Ingonyama Trust Board (ITB) is a Schedule 3A public entity operating under the Department of Land Reform and Rural Development, responsible of the administration of the affairs of the Ingonyama Trust as well as its land in consultation with the traditional council community in the province of KwaZulu-Natal.
- 1.2 The Ingonyama Trust Board (ITB) intends to appoint a reputable, well-resourced, and experienced ICT partner to provide an integrated, scalable, secure, resilient, and fully managed ICT server infrastructure solution hosted on premises and cloud services over a thirty-six (36) months agreement.

## **2. SCOPE OF WORKS**

The successful service provider will be expected to:

- 1.1 Supply and deliver, Implement, configure, migrate, operate, and maintain an integrated, scalable, secure, resilient, and fully managed hybrid on-premises and cloud services of ICT server infrastructure solution.
- 1.2 Take responsibility of the assets and all risks associated with maintaining a fully functional

ICT server infrastructure solution with high availability.

- 1.3 The implementation of the proposed solution must be completed within 14 days from date of appointment. (Please include project plan)

#### 1.4 Ownership and Sovereignty of Data

- 1.4.1 ITB will have full ownership and access to its data. All data shall reside in a data center within the borders of South Africa. The prospective bidder will be required to comply with the Protection of Personal Information (POPI) Act of 2013.

#### 1.5 Relationship/Account Manager

- 1.6 Assign a dedicated account / service manager in order to give ITB access to a single point of contact in order to simplify the daily administration and management of the contract and services.

- 1.7 Current server environment

Hardware: HP ProLiant DL380, HP P2000, HP LTO-6 Ultrium 6250 (faulty), FORTINET FortiGate 100F, 1GB network ports

Software: MS Windows Server 2008 R2, MS Exchange Sever 2010, ESXi 5.5.0, VMware vSphere 5.5.0, Veeam Backup & Replication 9.5, ESET Anti-Virus Protection

Below is the detailed specification that must be installed and configured:

*Table 1: Detail Specification of the ICT Server Infrastructure Solution*

DESCRIPTION	QUANTITY
<b>1. <u>KEY COMPONENTS OF SERVER SPECIFICATIONS</u></b>	
1.1 Xeon 8Cores / 16Threads Processor 2.5" Chassis up to 16 drives Raid Card IDRAC Card Redundant Power Supply Unit Rail kit 128GB Ram	2
480 GB Mixed use SSD drives (Hot-plug)	2
2.4TB 10K SAS drives (Hot-plug)	7

<p>36 Month Next Business Day Pro support Next Business Day Onsite Service Extension, 24 Month(s)</p> <p>Windows Server 2022 or latest version, Standard, ROK,16CORE 80-pack of Windows Server 2022 or latest version User CALs (Standard or Datacenter)</p> <p>QNAP NAS Storage 8TB Enterprise NAS drives</p>	<p>4</p> <p>1 4</p>
<p><b>2. <u>SERVER LABOUR</u></b></p> <p>2.1 Configure all onsite hardware including server preparation.</p> <p>2.2 Labour to setup new VMs and migrate data and ensuring latest windows server environment.</p> <p>2.3 Hardware setup and configure.</p> <p>2.4 Format, reinstall and repurpose old host and use as additional Hyper-V host or backup vCenter or other and efficiently and effectively use or repurpose existing SAN</p> <p>2.5 Server environment rebuild including hardware software setup and configuration i.e. core systems, data restoration, active directory, shared directories &amp; users, domain configuration, FortiGate firewall configuration, VLAN, VPN, etc. to ensure a secure and optimizing environment.</p> <p>2.6 Data restoration/recovery from back-up media (i.e. tapes, NAS storage), data migration to the new server. Back-up tape media/ drive to be made available by the bidder for restoration and data migration.</p> <p>2.7 Implementation and configuration of latest ESXi to support the latest running servers for Azure AD connect.</p> <p>2.8 Create latest vCenter appliance with relevant updates.</p> <p>2.9 Patch BIOS firmware if available and applicable</p> <p>2.10 MS server 2022 license that will be needed for the Azure AD or latest.</p> <p>2.11 Configure servers to ensure optimum server connections.</p> <p>2.12 Domain Integration of endpoint devices – setup and configuration of computers or endpoint devices (i.e. laptops and/or mobile phones) by</p>	<p>Once-off</p>

<p>joining them to the domain, creating and/or migrating user profiles, and ensuring seamless linkage to organizational systems. Estimate 60 users.</p>	
<p><b>3. <u>SERVER SIDE SOFTWARE INSTALLATION AND CONFIGURATION</u></b></p> <p>3.1 Latest ESXi installation and configuration (License to be provided by the Bidder)</p> <p>3.2 Latest VMware installation and configuration (License to be provided by the Bidder)</p> <p>3.3 Latest Veeam Back-up and replication installation and configuration (License available)</p> <p>3.4 Latest ESET Anti-virus Protection installation, configuration and end-point deployment (License available)</p> <p>3.5 UBIQUITI wireless management console, installation and configuration (access points already installed)</p>	<p>Once-off Installation &amp; Configuration</p> <p>Annual Licenses for a period of 3 years</p>
<p><b>4. <u>MICROSOFT EXCHANGE SERVER 365 IMPLEMENTATION AND LABOUR</u></b></p> <p>4.1 Microsoft Exchange server 365 with the associated Licenses</p> <p>4.2 Implementation, setup and configure Exchange Hybrid deployment (on-prem and cloud) or preferable solution</p> <p>4.3 Setup and configure AD connect server.</p> <p>4.4 Migrate all mailboxes to M365.</p> <p>4.5 Labour should include: M365 Software install, Outlook profile setup and PST export import from desktop computers and back-up media if required.</p> <p>4.6 Setup and configure new mail profiles including Outlook profile and installation of necessary updates. Estimate 60 users.</p> <p>4.7 Mimecast configuration where necessary to ensure seamless integration with our Mimecast system.</p>	<p>Once-off Installation &amp; Configuration</p> <p>Annual Licenses for a period of 3 years</p>
<p><b>5. <u>CLOUD BACKUP</u></b></p> <p>5.1 Multi-layered backup solution including cloud backup and recovery</p>	

<p>using modern standard best practice i.e. 3-2-1 or grandfather-father-son. Including setup and configuration with a backup strategy of daily, weekly, monthly and offsite backup.</p> <p>5.2 Cloud backup and recovery to hosted environment</p> <p>5.3 Creation of VPN to allow servers to connect to cloud services or hosted environment.</p> <p>5.4 Setup VMs for backup, prep servers to backup to cloud services or hosted environment.</p> <p>5.5 Create firewall rules to allow internet access or connection.</p> <p>5.6 Ensure Veeam supports the new ESXi and vCenter for cloud backup and recovery. Include necessary licensing if required.</p> <p>5.7 Once-off backup hosting cost with incremental backups over a periods of 36 months with the option of renewal.</p>	Once-Off
<p><b>6. <u>MICROSOFT 365 OFFICE</u></b></p> <p>6.1 Microsoft 365 Business Standard and MS Teams – Annual Payments</p> <p>6.2 Setup and configure MS office, MS Teams &amp; MS Teams collaboration, OneDrive and SharePoint. Estimate 80 users.</p>	Licenses for 80 Users with annual Payment for a period of 3 Years
<p><b>7. <u>PATCH MANAGEMENT AND NETWORK MONITORING</u></b></p> <p>7.1 Patch management system, installation and configuration (Approximately 80 Users) including license.</p> <p>7.2 Network server environment monitoring system, installation and configuration (Approximately 80 Users) including license.</p>	Once-off  01  01
<p><b>8. <u>ALTERNATIVE BACKUP POWER FOR THE SERVER</u></b></p> <p>8.1 Provide Power Inverters that can handle this server environment and each providing backup power for a minimum of 8 hours,</p> <p>8.2 setup and configuration (minimum 10KW with lithium battery pack for the primary server room and minimum 5KW with lithium battery pack for the smaller secondary server room) to ensure no downtime when there is power failure.</p>	02
<p><b>9. <u>TRAINING</u></b></p>	

<p>9.1 Standard administrator training of one (1) IT personnel on the server environment implementation and deployment to efficiently support and maintain the environment.</p>	<p>01</p>
<p><b>10. WARRANTY AND SITE MAP</b></p> <p>10.1 Create and update network server environment diagram, including backup process.</p> <p>10.2 All warranties, licenses, hardware, software, serial numbers, and related items must be clearly identified and documented.</p>	<p>Once-Off</p>
<p><b>11. <u>SERVER INFRASTRUCTURE MAINTENANCE AND SUPPORT FOR 36 MONTHS</u></b></p> <p><b>11.1 Quarterly Preventative Maintenance &amp; Support</b></p> <p>11.1.1 Comprehensive servicing of the server environment every quarter, including:</p> <ul style="list-style-type: none"> <li>○ Hardware inspections and storage health checks</li> <li>○ Backup and restoration testing with verification</li> <li>○ Operating system and software patching</li> <li>○ Firmware upgrades</li> <li>○ Security and vulnerability scans with log reviews</li> <li>○ Server performance monitoring and optimization reviews</li> </ul> <p><b>11.2 On-Demand Technical Support (90 Hours Per Annum)</b></p> <p>11.2.1 Access to expert IT support services on an annual basis, with the option to roll over unused hours for added flexibility and value. Coverage includes:</p> <ul style="list-style-type: none"> <li>➤ <b>Cloud Backup</b> – support, monitoring, and file restoration to guarantee business continuity.</li> <li>➤ <b>Firewall &amp; Security</b> – FortiGate firewall configuration, rule management, intrusion detection, VPN setup, and critical security updates.</li> <li>➤ <b>Email &amp; Communication</b> – Mimecast and Microsoft 365/Exchange configuration, troubleshooting, and maintenance.</li> </ul>	<p>Quarterly for a period of 3 Years</p> <p>90 hours Yearly</p>



<ul style="list-style-type: none"> <li>➤ <b>Network Infrastructure</b> – Switch and router setup, configuration, replacement, and performance tuning.</li> <li>➤ <b>Server Environment</b> – Patch management, real-time monitoring, performance optimization, and issue resolution.</li> <li>➤ <b>Hardware &amp; Warranty</b> – Support for hardware failures, including reconfiguration after replacement.</li> <li>➤ <b>Specialist Assistance</b> – Direct access to highly skilled IT engineers for timely troubleshooting and resolution of complex issues.</li> </ul>	
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### 3. AUTHORISED DELEGATE(S)

3.1 The scope of work may not be amended without the written confirmation or delegation by Accounting Authority

### 4. PROJECT MANAGEMENT

4.1. The service provider must provide a clear project plan with deliverables and timeline for this project.

4.2. The implementation of the proposed solution must be completed within 14-30 days from date of appointment. (Please include project plan)

### 5. TENDERS WILL BE EVALUATED IN TERMS OF THE EVALUATION CRITERIA STIPULATED BELOW:

a) Evaluation for Mandatory Criteria

b) Evaluation in terms of Functionality Criteria

c) Evaluation in terms of 80/20 preference point system as prescribed in the Preferential Procurement Regulations 2022.

#### 5.1 EVALUATION FOR MANDATORY CRITERIA

**Bidders must comply with the requirements and submit all required document(s) indicated hereunder with the bid documents at the closing date and time of bid. This phase is not scored and bidders who fail to comply with all the mandatory criteria will be disqualified.**

No.	Mandatory Requirement	Substantiating Evidence of Compliance (Used to	Evidence Reference (To be completed
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		assess compliance)	by bidder)
1.	1.1 The Bidder must be a Server hardware certified partner or relevant Original Equipment Manufacturer (OEM) certified partner.	Bidders are required to: a) Certificate or letter of certification must be attached.	Provide unique reference to locate substantiating evidence in the Bid response
2.	2.1 The Bidder must be a Microsoft certified partner or relevant OEM certified partner.	Bidders are required to: a) Certificate or letter of certification must be attached	Provide unique reference to locate substantiating evidence in the Bid response
4.	The Pricing Schedule (SBD 3.3 form)	Bidders are required to submit a fully completed Pricing Schedule (SBD 3.3 form)	Provide unique reference to locate substantiating evidence in the Bid response
5.	Bidder must attend the compulsory briefing	Bidders must complete the Attendance Register	

## ADMINISTRATIVE REQUIREMENTS

### a) Tax Requirements:

- Bidders must ensure compliance with their tax obligations.
- 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.
- Application for tax compliance status (TCS) or pin may also be made via e-filing. To use this provision, taxpayers will need to register with SARS as e-filers through the website [www.sars.gov.za](http://www.sars.gov.za).
- Bidders may also submit a printed TCS together with the bid.
- In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate proof of TCS / pin / CSD number.
- Where no TCS is available, but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.
- Fully completion of SBD4 (Bidders' disclosure), SBD 6.1 (Preference Claim)
- The bidder might be requested to demonstrate their financial capacity by providing

the bank rating/ guarantee for the purpose of financial risk

## 5.2 EVALUATION IN TERMS OF FUNCTIONALITY AND COMPLIANCE TO SPECIFICATION

- 5.2.1 Only bidders who have complied with mandatory requirements will be evaluated for functionality. Bidders must, as part of their bid documents, submit supporting documentation for all functional requirements as indicated hereunder. The Bid Evaluation Committee (BEC) responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.
- 5.2.2 The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- 5.2.3 Functionality will be evaluated based on the supporting documentation supplied by the bidders in accordance with the below functionality criteria and values.
- 5.2.4 All bidders that advance to Phase 2 will be evaluated by a panel to determine compliance to the functional requirements of the bid. The functional evaluation will be rated out of 100 points and will be determined as follows:

	EVALUATION CRITERIA	Rating						Weight	Total
		0	1	2	3	4	5		
1	<p><b>1.1 <u>References of the service provider / Company Experience</u></b></p> <p>Demonstrated experience in server infrastructure and system implementation/ upgrade</p> <p>NB: The Implementation includes but not limited to migration, operation, and maintain an integrated, scalable, secure, resilient, and fully managed on-premises and cloud ICT server infrastructure solution.</p> <p>The bidder should provide and attach formal reference letters from their clients of similar work completed.</p> <p>(Provide a minimum of three signed reference letters with contactable references from organisations)</p>							40	

	<div>0- No Reference Letters</div> <div>1- 1 relevant Reference Letter attached</div> <div>2- 2 relevant Reference Letters attached</div> <div>3- 3 relevant Reference Letters attached</div> <div>4- 4 relevant Reference Letters attached</div> <div>5- 5 relevant Reference Letters attached</div> <div>NB: ITB reserve the right to contact your reference and they should be contactable.</div>								
	EVALUATION CRITERIA	Rating						Weight	Total
		0	1	2	3	4	5		
3	<div>3.1 Flexibility in customer service</div> <div>Provide a plan which includes service management approach, incident resolution times and response times in your proposal/ solution</div> <div>0- No Plan</div> <div>1- Inadequate Plan</div> <div>2- Plan that only addresses turnaround time of 8 hours</div> <div>3- Plan indicating turnaround time of 6 hours</div> <div>4- Plan indicating turnaround time of 4 hours</div> <div>5- Plan indicating turnaround time of 1 hour.</div>							10	
4	<div>4.1 Project Lead/ Manager Experience</div> <div>Demonstrated knowledge and experience in the server infrastructure and system implementation/ upgrade</div> <div>(CVs detailing competency of Project Lead to be assigned to ITB for all required services).</div> <div>0- No or irrelevant experience.</div> <div>1- Minimum of 3 years' experience</div> <div>2- 3 to 5 years' experience</div> <div>3- 5 to 7 Years' experience</div> <div>4- 7 to 10 years' experience</div> <div>5- More than 10 years' experience</div> <div>NB: CV must be detailed ( years &amp; activities) to show the experience related to server infrastructure and system implementation/ upgrade</div>							20	
	EVALUATION CRITERIA	Rating						Weight	Total

		0	1	2	3	4	5		
5	<p><b><u>5.1 Project Lead/ Manager Qualification</u></b></p> <p>The project lead must have a minimum of NQF 6 qualification in IT related studies and IT related certificate</p> <p><b>0-</b> No submission or Irrelevant qualification  <b>1-</b> IT related certificate  <b>2-</b> NQF level 6 in IT related studies  <b>3-</b> NQF level 6 in IT related studies + one IT related certificate  <b>4-</b> NQF level 6 in IT related studies + two IT related certificates  <b>5-</b> NQF level 7 in IT related studies + three or more IT related certificates</p>							10	
6	<p><b><u>6.1 Senior Systems/ Network Engineer</u></b></p> <p>Expertise/ Experience/qualifications of Senior Systems/ Network Engineer to be assigned to the ITB for the server infrastructure and system implementation/ upgrade</p> <p>(CVs detailing competency of Senior Systems/ Network Engineer to be assigned to ITB for all required services).</p> <p>Note: If a resource for whom a CV has been supplied is replaced with another, the alternate resource must have same or more experience</p> <p><b>0-</b> No or irrelevant experience.  <b>1-</b> Minimum of 3 years' experience  <b>2-</b> 3 to 5 years' experience with IT system/ Network related qualification  <b>3-</b> 5 to 7 Years' experience with IT system/ Network related qualification  <b>4-</b> 7 to 10 years' experience with IT system/ Network related qualification  <b>5-</b> More than 10 years' experience with IT system/ Network related qualification</p>							10	
<b>EVALUATION CRITERIA</b>		<b>Rating</b>						<b>Weight</b>	<b>Total</b>
		0	1	2	3	4	5		

7	<b>7.1 <u>ICT Security Specialist/ Engineer</u></b>	Expertise/ Experience/qualifications of ICT Security Specialist/ Engineer to be assigned to the ITB for the server infrastructure and system implementation/ upgrade	(CVs detailing competency of ICT Security Specialist/ Engineer to be assigned to ITB for all required services).	Note: If a resource for whom a CV has been supplied is replaced with another, the alternate resource must have same or more experience	<b>0-</b> No or irrelevant experience. <b>1-</b> Minimum of 3 years' experience <b>2-</b> 3 to 5 years' experience with ICT security related qualification <b>3-</b> 5 to 7 Years' experience with ICT security related qualification <b>4-</b> 7 to 10 years' experience with ICT security related qualification <b>5-</b> More than 10 years' experience with ICT security related qualification	<b>10</b>	
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5.2.5 Bids that fail to achieve a minimum of **60 points out of 100 points** for functionality will be disqualified. This means that such bids will not be evaluated on the second stage (Preference Points System).

**BIDDERS ARE REQUIRED TO NOMINATE THEIR PROPOSED KEY PERSONNEL BY PROVIDING THEIR NAMES BELOW**

Required Resource	Name of proposed key Personnel	ICT Related Qualification	ICT Systems/ Network Related Certificate	Number of Years' Experience
Project Lead/ Manager				
Senior Systems/ Network Engineer				
ICT Security Specialist/ Engineer				

## 7. EVALUATION IN TERMS OF 80/20 PREFERENCE POINT SYSTEM

7.1 Only bids that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points system. Evaluation in this stage will be done as per the information furnished on the Pricing Schedule (SBD 3.3)

- a) The 80/20 preference points system as prescribed in the Preferential Procurement Regulations, November 2022 pertaining to the Preferential Procurement Policy Framework Act, (ACT No 5 of 2000) (PPPFA) will be applied to evaluate this bid. The lowest acceptable bid will score 80 points for price and a maximum of 20 points will be awarded according to the Specific Goal points claimable in respect of Preferential Status.

The following formula will be used to calculate the points out of 80 for price in respect of an invitation for a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

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

Where-

$P_s$  = Points scored for price of tender under consideration.  $P_t$

= Price of tender under consideration; and

$P_{min}$  = Price of lowest acceptable tender.

- b) A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.
- c) The points scored for the specific goal will be added to the points scored for price and the total will be rounded off to the nearest two decimal places.
- d) Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

The specific goals allocated points in terms of this tender	Number of points allocated. (80/20 system)
<b>Historically Disadvantaged individuals (HDIs)</b>	
Owned by black people	5
Owned by people who are Female	5
Owned by people who are Youth	5
Owned by people who reside in KZN Province	5

- e) Tenderers Preference points for HDI will be calculated on their percentage ownership or shareholding in business, if they are actively involved in and exercise control over the enterprise.
- f) Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.
- g) A person awarded a contract because of preference for contracting with or providing equity ownership to an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for the same number or more preference for equity ownership.
- h) Preference points stipulated in respect of a tender must include preference points for equity ownership by HDIs. The equity ownership must be equated to the percentage of an enterprise or business owned by individuals or, in respect of a company, the percentage of a company's shares that are owned by individuals, who are actively involved in the management of the enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the tender.
- i) If the percentage of ownership changes after the closing date of the tender, the tenderer must notify ITB and such tenderer will not be eligible for any preference points.
- j) Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.
- k) all claims made for equity ownership by an HDI will be considered according to the following criteria:
  - (i) Equity within private companies must be based on the percentage of equity ownership.
  - (ii) Preference points may not be awarded to public companies and tertiary institutions.
  - (iii) The following formula will be applied to calculate the number of points for equity ownership by an HDI:

$$NEP = NOP * EP$$

100

Where



NEP = Points awarded for equity ownership by an HDI

NOP= The maximum number of points awarded for equity ownership by an HDI

EP = The percentage of equity ownership by an HDI within the enterprise or business,

- m) Equity claims for a Trust may only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust.
- n) Documentation to substantiate the validity of the credentials of the trustees must be submitted.
- o) A Consortium or Joint Venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.
- p) The number of points scored for a Consortium or Joint Venture must be added to the number of points scored for achieving specified goals.
- q) Bidders are required to submit proof of HDI. Proof includes valid Central Supplier Database (CSD) together with their tenders to substantiate their specific Goals claims for HDIs who had no franchise in the elections before 1983 and 1993 Constitution and Female.
- r) Tenderers who do not submit proof of HDI claims as indicated above do not qualify for preference points for specific Goals but will not be disqualified from the tendering process.

## **7.2 CRITERIA FOR BREAKING DEADLOCK IN SCORING**

- b) If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.
- c) If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

## **8. SUB-CONTRACTING**

- 8.1 The successful bidder is expected to inform the ITB of the sub-contracting arrangements and access to the sub-contracted entities for purposes of quality, compliance check, security and tax issues.

## **9. TERMS AND CONDITIONS OF THE PROPOSAL**

- 9.1 Awarding the proposal will be subject to the Bidder's expressing acceptance of the ITB Supply Chain Management Policy and the General Conditions of Contract as published by National Treasury.
- 9.2 The Bidder should not qualify the proposal with his/her own conditions. Any qualification in the terms and conditions of this bid will result in disqualifications.
- 9.3 Any shortcoming in these terms of reference must be identified by the bidder prior to the awarding of a contract. Any shortcomings identified by the bidder after the contract has been awarded and that would have an impact on the contract price will be for the account of the bidder.
- 9.4 Should the bidder not comply with any of the conditions contained in these terms of reference during the contract period, the ITB may cancel the contract within one month's notice.
- 9.5 The pricing must be fixed for the duration of the contract.
- 9.6 The company and its employees will be subjected to positive security vetting and screening.

## **10. The Ingonyama Trust Board shall:**

- 10.1 Not accept responsibility/liability of accounts/ expenses incurred by the Bidder that was not agreed upon by the contracting parties.
- 10.2 Conduct business in a courteous and professional manner with the Bidder
- 10.3 Not accept responsibility/liability for any damage suffered by the Bidder or the personnel for the duration of the project.
- 10.4 The ITB will enter into a Service Level Agreement upon appointment of the suitable Bidder. These TOR terms and Conditions will also form part of the contract.

## **11. COMPULSORY BRIEFING**

A compulsory briefing is scheduled for Friday, 12 September 2025 at 11h00 am, non-attendance will disqualify the bidder. The compulsory briefing will be held at Ingonyama Trust Board offices situated at 65 Trelawney Road, Southgate, Pietermaritzburg 3201.

## 12. REQUEST FOR FURTHER INFORMATION

All enquiries regarding the bid may be directed to the following:

**For Technical Specification Enquiries, please contact:**

No.	Business Unit	Contact person	Contact details
1.	ICT Office	Mr S Baai	<a href="mailto:sakhibaa@gmail.com">sakhibaa@gmail.com</a>

**For supply chain management Enquiries, please contact:**

No.	Business Unit	Contact person	Contact details
1.	SCM Office	Mr GI Sekwale Ms T Khenisa Ms M Ngubo	<a href="mailto:ingonyamatrustscm@gmail.com">ingonyamatrustscm@gmail.com</a>