

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE COMMUNITY SCHEMES OMBUD SERVICE (CSOS)					
BID NUMBER:	CSOS013-2021R	CLOSING DATE: 14	APRIL 2022	CLOSING TIME:	12:00PM
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY AND INSTALLATION OF SERVER HARDWARE STORAGE.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Building 4 Berkley Office Park, 8 Bauhinia Street, Highveld Techno Park, Centurion					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Zakithi Zwane	CONTACT PERSON	Mawande Jadezweni		
TELEPHONE NUMBER	(010) 593 0533	TELEPHONE NUMBER	(010) 593 0533/ 066 305 8300		
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS	tenders@csos.org.za	E-MAIL ADDRESS	Mawande.Jadezweni@csos.org.za		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES

☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ 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

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY AND INSTALLATION OF SERVER HARDWARE AND STORAGE.

1. TERMS AND CONDITIONS

This Request for Proposal (RFP) has been compiled by the CSOS and is made available to Bidders subject to the following terms and conditions, which Bidders are deemed to acknowledge and accept:

- 1.1. A Bid submitted in response to this RFP will constitute a binding offer that will remain binding and irrevocable for a period of hundred and twenty (120) days from the date of submission to the CSOS.
- 1.2. Unless or until a binding contract is concluded between the CSOS and the successful Bidder, the offer constituted by the Bid will be deemed not to have been accepted and no agreement will be deemed to be reached with any Bidder.
- 1.3. The CSOS reserves the right to amend, modify, withdraw or terminate this RFP or any of the requirements set out herein at any time (and from time to time), without prior notice and without liability to compensate or reimburse any Bidder or person.
- 1.4. Should this RFP be amended, the CSOS undertakes to publicize or send each Bidder in writing the amended RFP. No oral amendments by the Bidder or the CSOS shall be considered.
- 1.5. It is compulsory for a Bidder submitting a bid to be registered on the National Treasury's Central Supplier Database ("the CSD") and ensure that it remains registered for the duration of the services and/or contract, if successful.
- 1.6. The Bidder needs to ensure that it is tax compliant at the time of submitting its Bid and remains tax compliant for the duration of the contract and/or services, if successful, and undertakes to provide supporting documentation issued by the South African Revenue Services ("SARS") confirming it is tax compliant upon request by the CSOS.
- 1.7. The CSOS reserves the right to conduct site inspections or call for supporting documentation in order to confirm any information provided by a Bidder in its response to this Bid.
- 1.8. This RFP is not intended to form the basis of a decision to enter into any transaction with the CSOS and does not constitute an offer or recommendation to enter into such transaction, or an intention to enter into any legal relationship with any person.



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- 1.9. Neither the CSOS nor any of its respective directors, officers, employees, agents, representatives, or advisors will assume any responsibility for any costs or expenses incurred by any party in or associated with preparing or submitting a Bid in response to this RFP.
- 1.10. No entity or associated entities may be involved, whether directly or indirectly, in more than one Bid in response to this RFP. Failure to comply with this requirement may, within the sole discretion of the CSOS, result in disqualification of both entities.
- 1.11. Any material changes in the control and/or composition of any Bidder or any core member of a Bidder after submission of a Bid must be brought to the attention of the CSOS Supply Chain Management ("SCM") Section in writing. The CSOS shall be the sole arbiter as to what constitutes a material change in the control and/or composition of any Bidder and may in its sole discretion disqualify the Bidder from any further participation in the bid process.
- 1.12. Any requirements set out in this RFP which stipulates the form and/or content of any aspect of a Bid is stipulated for the sole benefit of the CSOS, and unless the contrary is expressed, may be waived by the CSOS in its sole discretion at any stage in the bid process.
- 1.13. The CSOS and its advisors shall rely on a Bid as being accurate and complete in relation to the information and proposals provided therein by the Bidders.
- 1.14. All Bids submitted to CSOS shall become the property of the CSOS and will not be returned to the Bidders. The CSOS will make all reasonable efforts to maintain the information contained in the proposals confidentially. By submitting your Bid, the Bidder automatically grants CSOS permission to process its personal information, including, but not limited to conducting necessary verifications utilizing the Bidder's submitted credentials and furthermore, confirms that the processing of personal information of the Bidder shall not be deemed to be inconsistent with the provisions of the Protection of Personal Information Act 4 of 2013.
- 1.15. A Bid submitted by the Bidder shall be considered non-responsive if it shows any omissions or irregularities of any kind. However, the CSOS reserves the right to waive any aspect of non-responsiveness and to make an award in the best interest of the

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organization, provided that any such waiver shall be applied consistently across all Bidders.

- 1.16. The CSOS reserves the right to accept or reject in part or whole any submitted Bid submitted.
- 1.17. The CSOS reserves the right to require a Bidder to provide a formal presentation of its RFP at a date and time to be determined by the CSOS. The CSOS shall provide adequate instructions and clarification regarding the purpose and scope of the presentation. All expenses shall be borne by the Bidder.
- 1.18. In this RFP, the words “service provider”, “supplier” will be used interchangeably to refer to the Bidder.
- 1.19. All costs associated with the preparation and submission of the Bid remain the responsibility of the Bidder. The costs shall not be chargeable to the CSOS by the successful or unsuccessful Bidder.
- 1.20. All Bids must be formulated and submitted in accordance with the requirements of this RFP.
- 1.21. Bids received after the closing date and time as specified in this RFP shall be automatically rejected.
- 1.22. The CSOS is not obliged to appoint a bidder with the lowest price, if, based on its sole discretion and assessment, the said bidder does not exhibit or demonstrate adequate capacity or full comprehension of the scope of work to be undertaken. In this regard, CSOS may appoint the second ranked bidder provided that the reasons for such deviation are properly justified and accurately recorded.



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2. INTRODUCTION

2.1. The Community Schemes Ombud (CSOS) Service is established in terms of the Community Scheme Ombud Service Act, 2011 [Act 9 of 2011) to regulate the conduct of parties within community schemes and to ensure their good governance. In order to deliver on its mandate, key amongst the priorities of the organisation are:

- To establish a world-class dispute resolution service within community schemes characterized by organizational excellence and a conducive organizational culture.
- To promote good governance of community schemes by developing and implementing appropriate guidelines to enhance stability and harmonious relations amongst the parties.
- To roll-out massive educational campaigns to educate and train stakeholders within community schemes and the public at large.
- To enhance community schemes tenure as alternative tenure option; and
- To develop and implement appropriate organizational systems, controls, and measures to enhance financial, economic and organizational efficiency.

2.2. The CSOS wishes to appoint a reputable and suitably qualified service provider to supply server and storage hardware as the per the scope of work and commissioning of that infrastructure in all CSOS offices nationally.

3. PROJECT BACKGROUND

3.1. The CSOS currently has its Head Office situated in Pretoria, with three (3) regional offices in Pretoria, Durban, and Cape Town. The organization has projected a growth of additional regional and satellite offices in the next three years based on its stakeholders' needs and operational accessibility.

3.2. The three operational offices are:

3.2.1. Pretoria (Unit 4 Berkley Office Park, 8 Bauhinia Street, Highveld Techno Park, Centurion) – **Primary Site**

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- 3.2.2. Durban (7th Floor Aquasky Towers, 275 Anton Lembede Street, Durban);
and
- 3.2.3. Cape Town (8th Floor Constitution House, 124 Adderley Street, Cape Town).
- 3.3. The DR site is situated at:
- Pretoria North (321 Frans Du Toit Street, Rosslyn, Pretoria) – The site is still within the MPLS and accessible from all other sites.
- 3.4. The CSOS utilizes server and storage to house internal applications and for the storage of data. These include servers for these critical applications:
- Sage Evolution – Finance and SCM.
 - Sage VIP Payroll and Employee Self Service.
 - Teammate Audit Application.
 - Barnowl Risk Application
 - Active Directory (LDAP server)
 - Other internal ICT applications like the network monitoring tools, the Antivirus and helpdesk.
- 3.5. Most of the servers and storage were procured in 2015 with a Useful Life Expectancy (ULE) of five years. In August 2020 most of the server hardware would have reached end of life with the warranty having ended as well.
- 3.6. ICT plans to upgrade the operating system level of the CSOS domain from 2012R2 to 2019 which requires stable, fast and up-to-date servers to run optimally. On most of the current servers which are reaching end of life, ICT would not be able to run the upgrade and ensure optimal network stability and guaranteed optimal access to resources.
- 3.7. The upgrade would allow for better integration with cloud services like office 365, allow the CSOS to leverage on the latest Microsoft security against cyber-crimes and

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enable a better workstation server working environment leading to a better working experience for the employees.

3.8. The key problems we wish to resolve by this procurement are:

- Minimize on the constant maintenance on the current hardware.
- Limit network downtime.
- Allow for the deployment of the latest technologies and security.
- Implementation of redundancy across the network services.
- Increase the network storage which is currently near too full; and
- Add more cabinets to better stack the hardware in the server room.

3.9. CURRENT SERVER AND STORAGE HARDWARE OVERVIEW

The table below give the status quo of the current processes and system of execution:

Table 1 – Physical and Virtual servers with Roles

Server Name	Physical or Virtual	Server Make and Model	Role
CSOSDC01	Physical	HPE ProLiant DL60 Gen9	Head Office Primary Domain Controller • Domain Controller • Schema Master (FSMO) • PDC (FSMO) • RID (FSMO) • Global Catalogue Holder • Domain Name Server • File and Print Server • DHCP Server
CSOSDC02	Virtual	N/A	Head Office Backup Domain Controller • Domain Controller

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			• Infrastructure Update • Owner (FSMO) • Domain Naming Master (FSMO)
CSOSDBN-SRV	Physical	HPE ProLiant DL380 Gen 9	Cape Town Domain Controller, DHCP and File server
CSOSCPT-SRV	Physical	HPE ProLiant DL380 Gen 9	Cape Town Domain Controller, DHCP and File server
CSOSHOSTSRV1	Physical	HPE ProLiant DL380 Gen 9	Hosts Server for Virtual Machines (In Cluster) • Hyper-V
CSOSHOSTSRV2	Physical	HPE ProLiant DL380 Gen 9	Hosts Server for Virtual Machines (In Cluster) • Hyper-V
CSOSHOSTSRV3	Physical	HPE ProLiant DL380 Gen 8	Hosts Server for Virtual Machines (In Cluster) • Hyper-V
CSOSDATA	Virtual	N/A	Hosts data files (shared folders) • File Server
CSOSAPPS	Virtual	N/A	Hosts internal network management applications
CSOSHR	Virtual	N/A	Hosts the HR Premier and VIP Premier Payroll Applications
CSOSSAGE	Virtual	N/A	Host the Sage Evolution Application
CSOSTEAMMATE	Virtual	N/A	Hosts the Teammate Front end Application
CSOSSQL	Virtual	N/A	Hosts the SQL Enterprise Application (All CSOS databases)
AV	Virtual	N/A	Hosts ESET Antivirus Application and other ICT applications like the Biometrics application

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3.10. Current storage:

STORAGE	Physical or Virtual	Role
HP MSA 1040	Physical	❖ Head Office virtual server and backups storage ❖ 4TB storage (Almost Full)

3.11. CHALLENGES WITH THE CURRENT SOLUTION

- 3.11.1. As and when new applications, updates or technologies are available, the hardware under which those applications operate must compliment the needs of the applications. This means that on a month-on-month basis, the operational needs of the hardware at the CSOS grows in order to accommodate the updates to current application, testing of new applications and optimal operations of all operating systems.
- 3.11.2. Currently the internal applications are able to operate but the ICT business unit currently carries out more maintenance of updating firmware and operating systems than when the hardware was initially deployed as it is reaching end of life. It also means that there are applications that are deployed that use more operational resources than what is the norm for the servers which might lead to downtime at times.
- 3.11.3. More to that, the data of the organization has grown substantially and continues to grow as the organization's operations grow which is slowly depleting the current storage provisioned for the organization.
- 3.11.4. As time goes on, the hardware being used is then no longer supported by the manufacturer which forces an upgrade as the risk on not getting parts for a failed server are severe to the organization's operations.
- 3.11.5. The key challenges are summarised as follows:
- Lack of centralised monitoring of server platform (hardware performance)
 - Lack of sound intelligence at infrastructure level to yield better decision making in the ICT business unit

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- Hardware is out of warranty
- No Single point of management of all infrastructure maintenance
- Downtime related to infrastructure shortfalls
- Internal storage depleting
- Latest security trends and best practices currently not being followed

4. PROJECT PURPOSE

- 4.1. The purpose of this bid is to invite proposals from reputable and established service providers for the supply, delivery, deployment (including migration from current environment) and support of a server infrastructure to replace the current servers.

5 SUPPLY CHAIN MANAGEMENT COMPLIANCE REQUIREMENTS

- 5.1 The bidder must comply with the below compliance requirements prior evaluation in mandatory requirements.

No	Supply Chain Management Compliance Requirement	Substantiation (If required)	Comply Yes/No
1.	Valid B-BBEE certificate issued by an accredited SANAS verification agency/Sworn Affidavit signed by the EME representative and attested by a Commissioner of Oaths/B- BBEE certificate issued by the Companies and	B-BBEE certificate/ Sworn Affidavit	

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	Intellectual Property Commission (CIPC)		
2.	Proof of registration with the National Treasury Central Supplier Database	Bidder must submit proof of CSD summary report/CSD number	
3.	Tax Clearance (SARS Tax Pin)	Bidder must submit SARS Tax Pin letter/number	

6. MANDATORY REQUIREMENTS

- 6.1 The below requirements are mandatory, and **bidder must state compliance to all components using the tables provided and** failure to comply with any of them will render the bid non-responsive and lead to disqualification.

No	Mandatory Requirement	Substantiation (If required)	Comply (Tick)
	<u>OEM Accreditation</u> The bidder must provide a valid OEM certificate or Distributor letter stating that the bidder is accredited to resell the proposed equipment. OEM Partner Letter or certificate (Accredited with HPE products)	HPE OEM certificate or a distributor letter HPE OEM letter/Certificate from the OEM or accredited distributor. This will be verified by the CSOS with HPE.	
	<u>Financial Stability</u> The Bidder confirms that it is financially	Provide a letter from the primary bidder's bank confirming the prime bidders	

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No	Mandatory Requirement	Substantiation (If required)	Comply (Tick)
	stable to deliver all required services over the full duration of the contract	accounts are in good standing together with bank rating Or Letter of credit facility by the distributor	

Table 4 – Mandatory Requirements

7. SCOPE OF WORK

7.1 REQUIREMENTS

7.1.2 The procurement of new server hardware will increase the productivity of the organization as the hardware would require less downtime for maintenance, would have active next business day warranty and would allow for the CSOS to utilize the latest virtualization and redundancy technologies. This would include:

- New server infrastructure for the main datacentre as well as the regional offices
- New, faster, and increased storage for the virtual hosts and backups
- Cloud aware servers for all offices
- Built-in resiliency, backup, and DR
- Performance with inline dedupe and compression
- Reduced costs compared to legacy IT and other HCI
- Application aware server infrastructure
- Managed via single, familiar interface (All-in-One System)
- Global Unified Management
- Build in monitoring and security tools
- Hardware monitoring licenses deployed with the servers

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- Additional cabinets for the new office with enough space to properly rack the CSOS equipment.

7.2 OBJECTIVES

7.2.1 The key objectives for the deployment of this new server infrastructure would be to:

- Collapses the current server stack, removing silos with built-in resiliency, backup and disaster recovery
- Centrally manage everything including data protection
- Simple lifecycle management across firmware, hypervisor, Operating Systems
- Flexibly add or remove modular systems non-disruptively to meet business needs
- Always optimal performance, efficiency, resiliency without knobs or trade-offs
- Predictive analytics and support automation

7.2.2 Additional benefits will include:

- **Application awareness:** 100% automated, simple to configure
- **Cost effectiveness**
- Adherence to internal SLA's: Data restores and Archiving

7.2.3 Data Virtualisation Platform:

Global VM-Centric Management and Mobility	Built-in resiliency, backup, and disaster recovery	Guaranteed Data Efficiency
• Policy-based, VM-centric management • No LUNS, shares, or volumes • Right-click operations • Native tool integration	• Full logical backups with near zero overhead • Guaranteed 60-second restore of 1TB VM • Granular RTOs and RPOs from hours to seconds	• Always-on compression and deduplication • All data at inception, globally

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Single view of all data centres and ROBOS	- Simple, affordable offsite DR - RAIN + RAID protection of data	- Offloaded to Omni Stack Accelerator - Guaranteed 90% capacity savings - across primary storage and backup
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7.3 SERVICE DELIVARABLES

The table below details the required specifications for the solution:

Table 6: HPE SimpliVity 380 Solution

FEATURE	DETAILS	TOTAL PER SITE
Hyperconverged Nodes	Node specifications as per Annexure A	2 Nodes Production 1 Node Disaster Recovery
1 X Management Node per site	Node specifications as per Annexure A	1 x Management node on primary site (Head office) 1 x Management node at the DR site
2 x Regional Office Servers (Durban, Cape Town)	Server specifications as per Annexure A	1 X server in Durban Office 1 X server in Cape Town Office
Rack Enclosure (Optional – CSOS will reserve the right to procure should the current	1 X 42U Rack Enclosure 1 X 42 U Rack enclosure DR Site 2 x 8 port KVM switch and LCD8500 Rackmount Console	1 X 42U Rack in Primary Site - Rack Enclosure at the DR site will be procured at the discretion of the

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server racks not be compatible))	Redundant Single Phase Power Distribution Units	CSOS. The CSOS currently has a Half Rack at the DR site.
Network Switches	Use existing (require 1GbE & 10/25GbE)	Existing switches will be used. No need to quote for switches
Management	OneView with iLO5 Advanced	On all servers
Support	5 Year Maintenance & Support Proactive Services 24x7	Onsite Professional Support
Installation and Start-up Services	- Equipment Factory Integrated into Rack (All Offices). - Provision of the environment (Installation to migration readiness). - Migration of the current virtual servers onto the new infrastructure.	

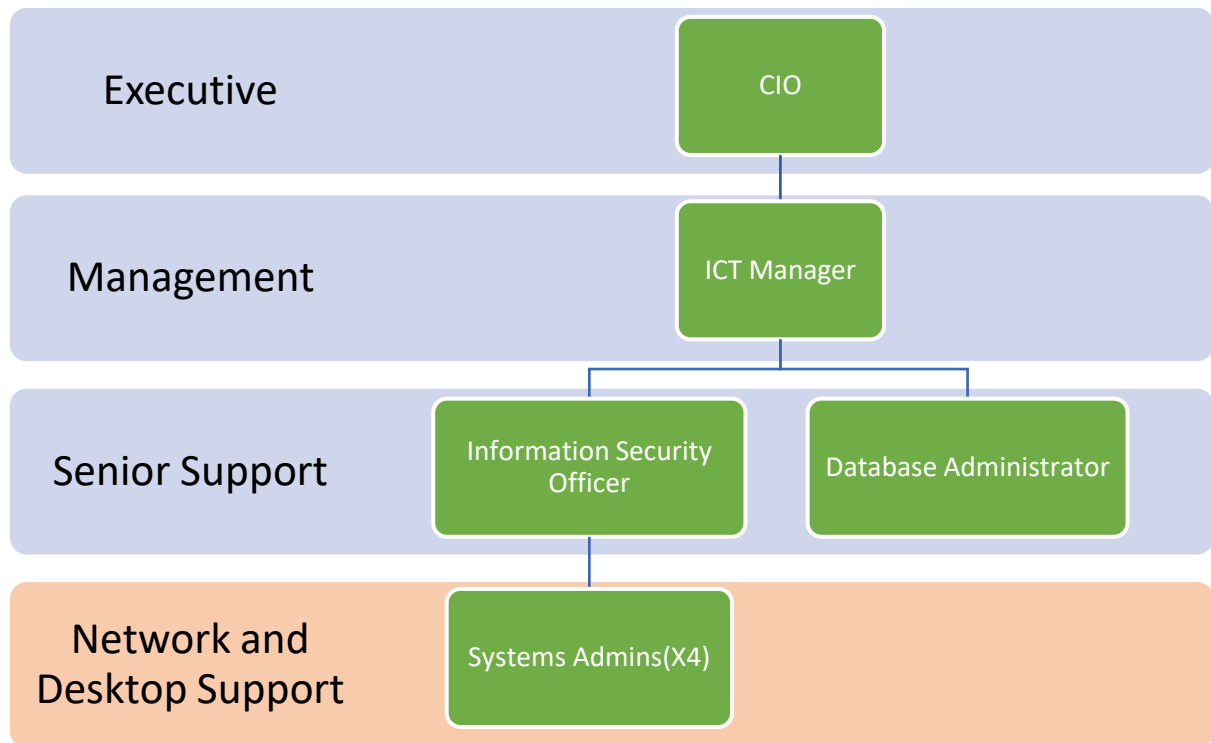
- Deliverables must include the installation and setup of all equipment and software in all CSOS offices (Take Note of Durban and Cape Town Equipment) as well as the DR site; and
- It must also include training for CSOS ICT personnel on the overall solution.

7.4 SKILLS TRANSFER AND CERTIFIED TRAINING

- Develop a skills transfer plan for 8 internal CSOS ICT employees that will provide first line support to the hardware and services are being deployed.
- The training programme must speak to the different roles as depicted in the organogram on section 7.5 below.

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7.5 ICT ORGANOGRAM



- 2 Systems Admins are based in Pretoria Office, One (1) in Cape Town and One (1) in Durban.

8 PROJECT TIME FRAME

- 8.1 The equipment must be procured and delivered to CSOS offices within two (2) months from the signing of the SLA with the preferred bidder.
- 8.2 Installation of the solution and migration of current to new infrastructure should not take longer than two (2) weeks after the delivery of the equipment.

9 PROJECT EVALUATION CRITERIA

- 9.1 The proposals will be evaluated in four phases.
 - The **first phase** of evaluation will be on the SCM compliance requirements
 - In the **second phase** the proposals will then be evaluated on mandatory requirements.

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- In the **third phase** the proposals will then be evaluated on technical requirements (functionality). A bid will be disqualified if it fails to meet the minimum threshold of **60%** for functionality or any of the mandatory requirements stipulated in this document.
- Bidders that meet the minimum threshold of 60% will be further evaluated on price and B-BBEE which is the **fourth phase** of evaluation.

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9.2 FUNCTIONALITY EVALUATION

FUNCTIONALITY	REQUIREMENTS	SCORE QUALIFICATION		
			Weighting points	Score
Proposed Solution	The bidder must demonstrate knowledge of the proposed solutions and how it will meet CSOS requirements. Proposed solution and how it addresses the scope of work and deliverables.	Evaluation Criteria: 1. Extensive Response (5) 2. Adequate Response (4) 3. Average Response (3) 4. Poor Response (2) 5. Very Poor Response (1) 6. Non-Responsive (0)	40	
		1. Solution Diagram in relation to the scope of work – All sites (10)	10	
		2. Deployment and migration Schedule – All sites – Project plan with timelines – systematic deployment schedule (10)	10	

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FUNCTIONALITY	REQUIREMENTS	SCORE QUALIFICATION		
			Weighting points	Score
		3. Skills Transfer and Training plan (10)	10	
		4. Reporting, Monitoring and Automation on the solution configuration (10)	10	
References / Track Record	Reference letters of previous similar work conducted	Submit contactable reference letters of HPE server and Storage deployments and/or support in your client's letterheads not older than 5 years. Please note that failure to provide a reference letter with the above criteria will render the reference invalid. The references must relate to service or scope of services as requested by CSOS on this scope of work.	30	

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FUNCTIONALITY	REQUIREMENTS	SCORE QUALIFICATION		
			Weighting points	Score
		1. Five (5) or more reference letters – (5 points) 2. Four (4) reference letters – (4 points) 3. Three (3) reference letters – (3 points) 4 Two (2) reference letters- (2 points) 5. One (1) reference letter- (1 point) 6. No reference letters - (0 points)		
Certifications	Certifications and standards relating to the proposed solution and resources proposed (OEM product accredited)	Provide an OEM product accreditation or HPE Partner Letter for your organisation and accredited individuals (HPE Server and Storage Accreditation) – not older than 5 years.	15	

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY AND INSTALLATION OF SERVER HARDWARE AND STORAGE.

FUNCTIONALITY	REQUIREMENTS	SCORE QUALIFICATION		
			Weighting points	Score
		1. OEM accreditation and 3 or more accredited individuals (accredited in the proposed solution – HPE SimpliVity) – (5 points) 2. OEM accreditation and two (2) or more accredited individuals (accredited in the proposed solution – HPE SimpliVity) – (4 points) 3. OEM accreditation and only 1 accredited individual (Any HPE Server and Storage certification) (3 points) 4. OEM accreditation (organisation Only) (1 point)		
Skills Transfer and Documentation	Program/Plan skills transfer when deploying services.	The bidder must develop a skills transfer plan in relation to the deployment of the services as per the scope of work in relation to the CSOS employees. 1. Extensive skills transfer plan (5 points):	15	

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY AND INSTALLATION OF SERVER HARDWARE AND STORAGE.

FUNCTIONALITY	REQUIREMENTS	SCORE QUALIFICATION		
			Weighting points	Score
		- Covers all eight ICT resources - Skills transfer plan specific to role as per the organogram - Cover all aspects of the supplied solution to enable effective first line support including HPE SimpliVity 380 Solution, VM Ware and DR - Includes training directly from HPE for 4 or more ICT resources. 2. Adequate skills transfer plan (4 points): - Covers all eight ICT resources - Skills transfer plan specific to role as per the organogram - Cover all aspects of the supplied solution to enable effective first line support including HPE SimpliVity 380 Solution, VM Ware and DR		

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY AND INSTALLATION OF SERVER HARDWARE AND STORAGE.

FUNCTIONALITY	REQUIREMENTS	SCORE QUALIFICATION		
			Weighting points	Score
		• Training accredited by HPE. 3. Average skills transfer plan (3 points): • Covers all eight ICT resources • Skills transfer plan specific to role as per the organogram • Cover all aspects of the supplied solution to enable effective first line support. Including HPE SimpliVity 380 Solution, VM Ware and DR 4. Poor skills transfer plan (2 points) • Covers less than three ICT resources • Skills transfer plan specific to role as per the organogram • Cover all aspects of the supplied solution to enable effective first line support. Including HPE SimpliVity 380 Solution, VM Ware and DR		

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY AND INSTALLATION OF SERVER HARDWARE AND STORAGE.

FUNCTIONALITY	REQUIREMENTS	SCORE QUALIFICATION		
			Weighting points	Score
		5. Very Poor Response (1 point): - Covers less than three ICT resources - Skills transfer plan NOT specific to role as per the organogram DOES NOT cover all aspects of the supplied solution to enable effective first line support. Including HPE SimpliVity 380 Solution, VM Ware and DR 6. Non-Responsive / no skills transfer plan (0 points)		
TOTAL			100	
MINIMUM			60%	

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY AND INSTALLATION OF SERVER HARDWARE AND STORAGE.

10 PRICING SCHEDULE

Bidders are required to complete the below pricing schedule in full.

Qty	Product #	Product Description	Unit Price Excl VAT	Total Price Excl VAT
PRIMARY /PRODUCTION SITE				
1	P9K10A	HPE 42U 600mmx1200mm G2 Kitted Advanced Shock Rack with Side Panels and Baying	R	R
1	P9K10A 001	HPE Factory Express Base Racking Service	R	R
2	R4D36A	HPE SimpliVity 380 Gen10 SFF H Node	R	R
2	R4D36A 0D1	Factory Integrated	R	R
2	R2G97A	HPE SimpliVity 380 Gen10 Node with VMware Tracking	R	R
2	R2G97A 0D1	Factory Integrated	R	R
2	P24466-L21	Intel Xeon-Gold 5218R (2.1GHz/20-core/125W) FIO Processor Kit for HPE ProLiant DL380 Gen10	R	R
2	P24466-B21	Intel Xeon-Gold 5218R (2.1GHz/20-core/125W) Processor Kit for HPE ProLiant DL380 Gen10	R	R
2	P24466-B21 0D1	Factory Integrated	R	R
4	R4C22A	HPE SimpliVity 256GB (4x64GB) DDR4-2933 Load Reduced Memory Kit	R	R
4	R4C22A 0D1	Factory Integrated	R	R
4	872475-K21	HPE 300GB SAS 12G Enterprise 10K SFF (2.5in) SC 3yr Wty Digitally Signed Firmware HDD	R	R
4	872475-K21 0D1	Factory Integrated	R	R
2	R4D37A	HPE SimpliVity 1.2TB SAS 12G SFF (2.5in) 20-pack HDD	R	R
2	R4D37A 0D1	Factory Integrated	R	R
2	R4D38A	HPE SimpliVity 1.92T SATA MU SFF 4pk SSD	R	R
2	R4D38A 0D1	Factory Integrated	R	R
2	870549-B21	HPE DL38X Gen10 12Gb SAS Expander Card Kit with Cables	R	R
2	870549-B21 0D1	Factory Integrated	R	R

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY
AND INSTALLATION OF SERVER HARDWARE AND STORAGE.**

2	647594-B21	HPE Ethernet 1Gb 4-port BASE-T BCM5719 Adapter	R	R
2	647594-B21 0D1	Factory Integrated	R	R
2	P01366-B21	HPE 96W Smart Storage Lithium-ion Battery with 145mm Cable Kit	R	R
2	P01366-B21 0D1	Factory Integrated	R	R
2	804331-B21	HPE Smart Array P408i-a SR Gen10 (8 Internal Lanes/2GB Cache) 12G SAS Modular Controller	R	R
2	804331-B21 0D1	Factory Integrated	R	R
2	817709-B21	HPE Ethernet 10/25Gb 2-port FLR-SFP28 BCM57414 Adapter	R	R
2	817709-B21 0D1	Factory Integrated	R	R
4	830272-B21	HPE 1600W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit	R	R
4	830272-B21 0D1	Factory Integrated	R	R
2	BD505A	HPE iLO Advanced 1-server License with 3yr Support on iLO Licensed Features	R	R
2	BD505A 0D1	Factory Integrated	R	R
2	R4D20A	HPE SimpliVity 380 H 2 Processors 20TB Software	R	R
6	861413-B21	HPE Synergy Frame Link Module CAT6A 3m Cable	R	R
6	861413-B21 0D1	Factory Integrated	R	R
2	733664-B21	HPE 2U Cable Management Arm for Easy Install Rail Kit	R	R
2	733664-B21 0D1	Factory Integrated	R	R
2	867809-B21	HPE Gen10 2U Bezel Kit	R	R
2	867809-B21 0D1	Factory Integrated	R	R
2	826703-B21	HPE DL380 Gen10 SFF Systems Insight Display Kit	R	R
2	826703-B21 0D1	Factory Integrated	R	R
2	733660-B21	HPE 2U Small Form Factor Easy Install Rail Kit	R	R
2	733660-B21 0D1	Factory Integrated	R	R
2	826706-B21	HPE DL380 Gen10 High Performance Heat Sink Kit	R	R
2	826706-B21 0D1	Factory Integrated	R	R

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY
AND INSTALLATION OF SERVER HARDWARE AND STORAGE.**

1	263474-B22	HPE 6ft Qty 8 KVM CAT5 Cable	R	R
1	263474-B22 OD1	Factory Integrated	R	R
1	H6J85A	HPE Rack Hardware Kit	R	R
1	H6J85A OD1	Factory Integrated	R	R
4	P9Q45A	HPE G2 Basic 7.3kVA/60309 3-wire 32A/230V Outlets (20) C13/Vertical INTL PDU	R	R
4	P9Q45A OD1	Factory Integrated	R	R
1	AF644A	HPE LCD8500 1U INTL Rackmount Console Kit	R	R
1	AF644A OD1	Factory Integrated	R	R
1	AF651A	HPE 0x1x8 G3 KVM Console Switch	R	R
1	AF651A OD1	Factory Integrated	R	R
1	AF655A	HPE KVM Console USB 8-pack Interface Adapter	R	R
1	AF655A OD1	Factory Integrated	R	R
1	BW932A	HPE 600mm Rack Stabilizer Kit	R	R
1	BW932A B01	HPE 600mm Rack include with Complete System Stabilizer Kit	R	R
1	P1F64A	HPE Inside Unpack/Clean Up w/Lift XL SVC	R	R
5	BD711AAE	VMware vSphere Standard 1 Processor 3yr E-LTU	R	R
1	P17081-B21	HPE ProLiant DL20 Gen10 E-2236 3.40 GHz 6C 1P 16GB-U S100i 4SFF 500W RPS Server	R	R
3	861413-B21	HPE Synergy Frame Link Module CAT6A 3m Cable	R	R
3	861413-B21 OD1	Factory Integrated	R	R
1	HA113A1	HPE Installation SVC	R	R
1	HA113A1 5BY	HPE Rack and Rack Options Install SVC	R	R
3	879507-B21	HPE 16GB (1x16GB) Dual Rank x8 DDR4-2666 CAS-19-19-19 Unbuffered Standard Memory Kit	R	R
1	H1K92A3	HPE 3Y Proactive Care 24x7 SVC	R	R
4	H1K92A3 R5E	HPE VMw vSphere Std 1P 3yr SW Support	R	R
2	H1K92A3 R2M	HPE iLO Advanced Non Blade Support	R	R
2	H1K92A3 Z9X	HPE SVT 380 Gen10 Node (1 Node) Support	R	R
2	H1K92A3 X6M	HPE SimpliVity 380 H 2P 20TB SW Support	R	R

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY
AND INSTALLATION OF SERVER HARDWARE AND STORAGE.**

2	P04556-B21	HPE 240GB SATA 6G Read Intensive SFF SC PM883 SSD	R	R
1	P8B24A	HPE OneView w/o iLO including 3yr 24x7 Support 1-server LTU	R	R
1	P9U41AAE	VMware vCenter Server Standard for vSphere (per Instance) 3yr E-LTU	R	R
1	647594-B21	HPE Ethernet 1Gb 4-port BASE-T BCM5719 Adapter	R	R
1	HA114A1	HPE Installation and Startup Service	R	R
2	HA114A1 5LY	HPE SimpliVity 380 HW Startup SVC	R	R
1	HA114A1 5T6	HPE Start-up Entry ML DL Svr SVC	R	R
1	HU4A6A3	HPE 3Y Tech Care Essential Service	R	R
1	HU4A6A3 X7N	HPE ProLiant DL20 Gen10 Support	R	R
1	HA124A1	HPE Technical Installation Start-up SVC	R	R
2	HA124A1 5LZ	HPE SVT for VMware Remote SW St SVC	R	R
10	HF385A1	HPE Training Credit Servers/HybridIT SVC	R	R
10	HF386A1	HPE Training Credits for VMware SVC	R	R
6	HF382A1	HPE Training Credits for SimpliVity SVC	R	R
Disaster Recovery Site				
1	R4D36A	HPE SimpliVity 380 Gen10 SFF H Node	R	R
1	R2G97A	HPE SimpliVity 380 Gen10 Node with VMware Tracking	R	R
1	R2G97A 0D1	Factory Integrated	R	R
1	P24466-L21	Intel Xeon-Gold 5218R (2.1GHz/20-core/125W) FIO Processor Kit for HPE ProLiant DL380 Gen10	R	R
1	P24466-B21	Intel Xeon-Gold 5218R (2.1GHz/20-core/125W) Processor Kit for HPE ProLiant DL380 Gen10	R	R
1	P24466-B21 0D1	Factory Integrated	R	R
2	R4C22A	HPE SimpliVity 256GB (4x64GB) DDR4-2933 Load Reduced Memory Kit	R	R
2	R4C22A 0D1	Factory Integrated	R	R
2	872475-K21	HPE 300GB SAS 12G Enterprise 10K SFF (2.5in) SC 3yr Wty Digitally Signed Firmware HDD	R	R
2	872475-K21 0D1	Factory Integrated	R	R
1	R4D37A	HPE SimpliVity 1.2TB SAS 12G SFF (2.5in) 20-pack HDD	R	R

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY
AND INSTALLATION OF SERVER HARDWARE AND STORAGE.**

1	R4D37A OD1	Factory Integrated	R	R
1	R4D38A	HPE SimpliVity 1.92T SATA MU SFF 4pk SSD	R	R
1	R4D38A OD1	Factory Integrated	R	R
1	870549-B21	HPE DL38X Gen10 12Gb SAS Expander Card Kit with Cables	R	R
1	870549-B21 OD1	Factory Integrated	R	R
1	647594-B21	HPE Ethernet 1Gb 4-port BASE-T BCM5719 Adapter	R	R
1	647594-B21 OD1	Factory Integrated	R	R
1	P01366-B21	HPE 96W Smart Storage Lithium-ion Battery with 145mm Cable Kit	R	R
1	P01366-B21 OD1	Factory Integrated	R	R
1	804331-B21	HPE Smart Array P408i-a SR Gen10 (8 Internal Lanes/2GB Cache) 12G SAS Modular Controller	R	R
1	804331-B21 OD1	Factory Integrated	R	R
1	817709-B21	HPE Ethernet 10/25Gb 2-port FLR-SFP28 BCM57414 Adapter	R	R
1	817709-B21 OD1	Factory Integrated	R	R
2	830272-B21	HPE 1600W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit	R	R
2	830272-B21 OD1	Factory Integrated	R	R
1	BD505A	HPE iLO Advanced 1-server License with 3yr Support on iLO Licensed Features	R	R
1	BD505A OD1	Factory Integrated	R	R
1	R4D20A	HPE SimpliVity 380 H 2 Processors 20TB Software	R	R
3	861413-B21	HPE Synergy Frame Link Module CAT6A 3m Cable	R	R
3	861413-B21 OD1	Factory Integrated	R	R
1	733664-B21	HPE 2U Cable Management Arm for Easy Install Rail Kit	R	R
1	733664-B21 OD1	Factory Integrated	R	R
1	867809-B21	HPE Gen10 2U Bezel Kit	R	R
1	867809-B21 OD1	Factory Integrated	R	R
1	826703-B21	HPE DL380 Gen10 SFF Systems Insight Display Kit	R	R

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY
AND INSTALLATION OF SERVER HARDWARE AND STORAGE.**

1	826703-B21 0D1	Factory Integrated	R	R
1	733660-B21	HPE 2U Small Form Factor Easy Install Rail Kit	R	R
1	733660-B21 0D1	Factory Integrated	R	R
1	826706-B21	HPE DL380 Gen10 High Performance Heat Sink Kit	R	R
1	826706-B21 0D1	Factory Integrated	R	R
1	AC114A	HPE ProLiant Door/dock Medium Logistic Service	R	R
3	BD711AAE	VMware vSphere Standard 1 Processor 3yr E-LTU	R	R
1	P17081-B21	HPE ProLiant DL20 Gen10 E-2236 3.40 GHz 6C 1P 16GB-U S100i 4SFF 500W RPS Server	R	R
3	861413-B21	HPE Synergy Frame Link Module CAT6A 3m Cable	R	R
3	861413-B21 0D1	Factory Integrated	R	R
3	879507-B21	HPE 16GB (1x16GB) Dual Rank x8 DDR4-2666 CAS-19-19-19 Unbuffered Standard Memory Kit	R	R
1	H1K92A3	HPE 3Y Proactive Care 24x7 SVC	R	R
2	H1K92A3 R5E	HPE VMw vSphere Std 1P 3yr SW Support	R	R
1	H1K92A3 R2M	HPE iLO Advanced Non Blade Support	R	R
1	H1K92A3 Z9X	HPE SVT 380 Gen10 Node (1 Node) Support	R	R
1	H1K92A3 X6M	HPE SimpliVity 380 H 2P 20TB SW Support	R	R
2	P04556-B21	HPE 240GB SATA 6G Read Intensive SFF SC PM883 SSD	R	R
1	P8B24A	HPE OneView w/o iLO including 3yr 24x7 Support 1-server LTU	R	R
1	P9U41AAE	VMware vCenter Server Standard for vSphere (per Instance) 3yr E-LTU	R	R
1	647594-B21	HPE Ethernet 1Gb 4-port BASE-T BCM5719 Adapter	R	R
1	HA114A1	HPE Installation and Startup Service	R	R
1	HA114A1 5LY	HPE SimpliVity 380 HW Startup SVC	R	R
1	HA114A1 5T6	HPE Startup Entry ML DL Svr SVC	R	R
1	HU4A6A3	HPE 3Y Tech Care Essential Service	R	R
1	HU4A6A3 X7N	HPE ProLiant DL20 Gen10 Support	R	R
1	HA124A1	HPE Technical Installation Startup SVC	R	R

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY
AND INSTALLATION OF SERVER HARDWARE AND STORAGE.**

1	HA124A1 5LZ	HPE SVT for VMware Remote SW St SVC	R	R
5	HF386A1	HPE Training Credits for VMware SVC	R	R
2	HF382A1	HPE Training Credits for Simplivity SVC	R	R
Cape Town and Durban Sites				
2	P06963-B21	HPE ProLiant DL20 Gen10 4SFF Configure-to-order Server	R	R
2	P06963-B21 B19	HPE ProLiant DL20 Gen10 4SFF Europe-Multilingual Localization Configure-to-order Server	R	R
2	P17110-L21	Intel Xeon E-2276G (3.8GHz/6-core/80W) FIO Processor Kit for HPE ProLiant DL20 Gen10	R	R
4	879507-B21	HPE 16GB (1x16GB) Dual Rank x8 DDR4-2666 CAS-19-19-19 Unbuffered Standard Memory Kit	R	R
8	879507-B21 0D1	Factory Integrated	R	R
4	P04556-B21	HPE 240GB SATA 6G Read Intensive SFF SC PM883 SSD	R	R
4	P04556-B21 0D1	Factory Integrated	R	R
2	P06667-B21	HPE DL20 Gen10 x8x16 FlexibleLOM Riser Kit	R	R
2	P06667-B21 0D1	Factory Integrated	R	R
2	629135-B22	HPE Ethernet 1Gb 4-port FLR-T BCM5719 Adapter	R	R
2	629135-B22 0D1	Factory Integrated	R	R
4	865408-B21	HPE 500W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit	R	R
4	865408-B21 0D1	Factory Integrated	R	R
2	BD505A	HPE iLO Advanced 1-server License with 3yr Support on iLO Licensed Features	R	R
2	BD505A 0D1	Factory Integrated	R	R
2	P8B31A	HPE OneView w/o iLO including 3yr 24x7 Support 1-server FIO LTU	R	R
2	P06722-B21	HPE DL20 Gen10 RPS Enablement FIO Kit	R	R
6	861413-B21	HPE Synergy Frame Link Module CAT6A 3m Cable	R	R
6	861413-B21 0D1	Factory Integrated	R	R
2	775612-B21	HPE 1U Short Friction Rail Kit	R	R
2	775612-B21 0D1	Factory Integrated	R	R
2	AC111A	HPE ProLiant Door/dock Small Logistic Service	R	R

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY AND INSTALLATION OF SERVER HARDWARE AND STORAGE.

1	HA113A1	HPE Installation SVC	R	R
2	HA113A1 5T6	HPE Installation DL160/DL360e Service	R	R
1	HU4A6A3	HPE 3Y Tech Care Essential Service	R	R
2	HU4A6A3 X7N	HPE ProLiant DL20 Gen10 Support	R	R
		Total Price Excluding VAT		R
		VAT @15%		R
		Total Price Including VAT		R

All other costs relating to the successful delivery of the solution must be included in the pricing even if not specified on the table above.

- 10.1 If the hardware specifications regarding the proposed solution have changed at the time of advertisement, please propose the latest hardware specification without changing the overall solution.

11 PROPOSAL SUBMISSION REQUIREMENTS

- Fully completed bid documents must be completed and submitted.

- 11.1 Proposals should be hand delivered to CSOS offices on or before the closing date (14 April 2022) by **12h00 pm** on the following address:

The Supply Chain Manager
The Community Schemes Ombud Service
8 Bauhinia Street
Unit 4 Berkley Office Park
Centurion



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY AND INSTALLATION OF SERVER HARDWARE AND STORAGE.

12 CONTACT DETAILS

The tender can be downloaded from the Community Schemes Ombud Service's website (<https://www.csos.org.za>), and/or National Treasury e-tender portal website : www.etenders.gov.za

For Technical enquiries: Mr Mawande Jadezweni (Mawande.Jadezweni@csos.org.za), Tel: 010 593 0533 / 066 305 8300.

For SCM enquiries: Ms Zakithi Zwane (tenders@csos.org.za), Tel: 010 593 0533 / 060 545 1150.



SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT

**CSOS013-2021R: APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY
AND INSTALLATION OF SERVER HARDWARE STORAGE.**

CLOSING DATE: 14 APRIL 2022 AT 12:00 PM

VALIDITY PERIOD: 120 DAYS

S U P P L Y C H A I N M A N A G E M E N T

1 SPECIAL CONDITIONS OF CONTRACT

- 1.1 This bid and all contracts emanating there from will be subject to the 2010 National Treasury General Conditions of Contract issued in accordance with of the Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

2 EVALUATION PROCESS

The evaluation process comprises of the following phases:

2.1. SUPPLY CHAIN MANAGEMENT COMPLIANCE REQUIREMENTS

- 2.1.2 Bidders must comply with the following compliance requirements prior evaluation in mandatory requirements.

No	Supply Chain Management Compliance Requirement	Substantiation (If required)	Comply Yes/No
1.	Valid B-BBEE certificate issued by an accredited SANAS verification agency/Sworn Affidavit signed by the EME representative and attested by a Commissioner of Oaths/B- BBEE certificate issued by the Companies andIntellectual Property Commission (CIPC)	B-BBEE certificate/ Sworn Affidavit	
2.	Proof of registration with the National Treasury Central Supplier Database	Bidder must submit proof of CSD summary report/CSD number	
3.	Tax Clearance (SARS Tax Pin)	Bidder must submit SARS Tax Pin letter/number	

2.2 SECOND EVALUATION PHASE: MANDATORY REQUIREMENTS

2.2.1 The below requirements are mandatory, and bidder must state compliance to all components using the tables provided and failure to comply with any of them will render the bid non-responsive and lead to disqualification

No	Mandatory Requirement	Substantiation (If required)
1.	<u>OEM Accreditation</u> The bidder must provide a valid OEM certificate or Distributor letter stating that the bidder is accredited to resell the proposed equipment. OEM Partner Letter or certificate (Accredited with HPE products)	HPE OEM certificate or a distributor letter HPE OEM letter/Certificate from the OEM or accredited distributor. This will be verified by the CSOS with HPE.
2.	<u>Financial Stability</u> The Bidder confirms that it is financially stable to deliver all required services over the full duration of the contract	Provide a letter from the primary bidder's bank confirming the prime bidders accounts are in good standing together with bank rating Or Letter of credit facility by the distributor

2.3 THIRD EVALUATION PHASE: FUNCTIONALITY

2.3.1 Bids will be evaluated strictly according to the bid evaluation criteria stipulated in this section of the Terms of Reference. During this stage bidders' responses will be evaluated for functionality based on achieving a minimum score of **60%**.

2.3.2 Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

2.3.3 Bidders will not rate themselves but need to ensure that all information is supplied as required. The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.

2.3.4 The panel members will individually evaluate the responses received against the following criteria as set out in the Terms of reference.

2.3.5 Each panel member will rate each individual criterion on the score sheet using the following scale:

Value	Description
5	Excellent
4	Very Good
3	Good
2	Average
1	Poor
0	Unacceptable/ Nonresponsive

2.3.6 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.

2.3.7 Any proposal not meeting a minimum score of **60%** on functionality will be disqualified and not further evaluated on price and preference points.

3 EVALUATION PHASE: PRICE AND PREFERENCE POINTS

3.1 In terms of Regulation 5 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20-preference point for Broad-Based Black economic empowerment in terms of which points are awarded to bidders on the basis of:

- The price (maximum 80 points)
- Broad-based black Economic Empowerment as well as specific goals (maximum 20 points)

- The following formula will be used to calculate the points for price in respect of bidders with a Rand value equal to or above R30 000 and up to a Rand value of 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 comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

3.2 A maximum of 20 points may be awarded to a bidder for being a Broad-Based Black Economic Empowerment and/or subcontracting with a Broad-Based Black Economic Empowerment stipulated in the Preferential Procurement regulations. The State reserves the right to arrange contracts with more than one contractor.

3.3 It is the Government's intention to promote the following Broad-Based Black Economic Empowerment with this bid, and the points to be allocated are indicated against each level of contributor:

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

3.4 Failure to capture the required status level and to submit the required B-BBEE status level certificate will lead to a zero (0) status level for non-compliant service providers.

1. A tenderer must submit proof of its B-BBEE status level of contributor.
2. A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but-
 - (a) may only score points out of 80 for price; and
 - (b) scores 0 points out of 20 for B-BBEE.

4 TAX CLEARANCE CERTIFICATE & CSD REPORT

4.1 Bidders must submit their CSD report/number or SARS Tax pin number/letter. Failure to comply with this condition may invalidate the bid.

5 VALUE ADDED TAX

5.1 All bid prices must be inclusive of 15% Value-Added Tax if applicable.

6 REGISTRATION

6.1 Latest proof of company registration from Companies and Intellectual Property Commission (CIPC) must be submitted in the form of copies of the relevant registration document

7 CLIENT BASE

- 7.1 Bidders must have specific experience in HPE server and Storage deployments and submit recent references (in a form of written proof (s) on their company's letterhead including relevant person (s), telephone, fax numbers and e-mails) of similar work undertaken.
- 7.2 The CSOS reserves the right to contact references during the evaluation and adjudication process to obtain information.

8 SHAREHOLDERS/DIRECTORS PORTFOLIO

8.1 The bidder shall submit copies of the company's shareholding portfolio with the bid documents at the closing date and time of the bid.

9 COMMUNICATION

9.1 Supply Chain Management will communicate with bidders for, among others, where bid clarity is sought, to obtain information or to extend the validity period. Any communication either by facsimile, letter or electronic mail or any other form of correspondence to any government official, department or representative of a testing institution or a person acting in an advisory capacity for the CSOS in respect of this bid between the closing date and the award of the bid by the bidder is prohibited.

10 COUNTER CONDITIONS

10.1 Bidders' attention is drawn to the fact that amendments to any of the Special Conditions by bidders will result in invalidation of such bids.

11 PROHIBITION OF RESTRICTIVE PRACTICES

11.1 In terms of section 4(1) 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:

- directly or indirectly fixing a purchase or selling price or any other trading condition;
- dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
- collusive bidding.

11.2 If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and 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.

12 FRONTING

12.1 The Community Schemes Ombud Service supports the spirit of Broad Based Black Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the CSOS condemns any form of fronting.

12.2 The CSOS, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the CSOS may have against the bidder/contractor concerned.

13 BRIEFING SESSION

13.1 There will be no briefing session

14 TIMEFRAMES AND FORMAL CONTRACT

14.1 Successful bidder(s) will be required to enter into a formal contract with the CSOS.

15 PACKAGING OF BID

15.1 *The bidder shall place the sealed bid proposal into a sealed envelope or package, and must be clearly marked with a description of the bid as follows:*

15.2 Bid No: CSOS013-2021R

Description: **APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, AND INSTALLATION OF SERVER HARDWARE STORAGE**

Bid closing date and time: 14 April 2022 at 12h00 PM

Name and address of the bidder:

15.3 **Note:** *The Proposal submission must contain one original hard copy document, clearly marked with the description of the bid. Bidders should submit electronic versions of proposals in the form of a memory stick.*

16 CONTACT DETAILS

Supply Chain Management Office:

Physical address: Unit 4, Berkley Office Park, 8 Bauhinia Street, Highveld Techno Park, Centurion

For General SCM enquiries: Zakithi Zwane, Contact: 010 593 0533 or email: **tenders@csos.org.za**

For Technical enquiries: Mawande Jadezweni ;Contact :010 593 0533 or email: **mawande.jadezweni@csos.org.za**

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: **BID**
NO: CSOS013-2021R: APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY AND
INSTALLATION OF SERVER HARDWARE AND STORAGE.

CLOSING TIME 12:00PM ON 14 APRIL 2022.

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO <u>TAX</u>	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED</u>
--------------------------	-------------	--

DESCRIPTION: **APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY AND**
INSTALLATION OF SERVER HARDWARE AND STORAGE.

1. Services must be quoted in accordance with the attached terms of reference.

Services must be quoted in accordance with the attached terms of reference.

Total cost of the assignment (R inclusive VAT)

***NB: Kindly refer to pricing schedule in the Terms of Reference for a pricing template**

The financial proposal for this assignment should cover for all assignment activities as per terms of reference

2. Period required for commencement with project after acceptance of bid _____

- 3 Are the rates quoted firm for the full period? Yes/No

4. If not firm for the full period, provide details of the basis on which Adjustments will be applied for, for example consumer price index.

Technical enquiries regarding bidding procedures may be directed to:

Mawande Jadezweni

Tel: (010) 593 0533

Cell: **066 305 8300**

E-mail address: Mawande.Jadezweni@csos.org.za

Supply Chain queries may be directed to:

Zakithi Zwane

Cell: 010 593 0533

Email: tenders@csos.org.za

PLEASE REFER TO THE ATTACHED TERMS OF REFERENCE FOR MORE INFORMATION.

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

3 Full details of directors / trustees / members / shareholders.

[illegible]

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- $P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name _____ of
company/firm:.....

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in
business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the
company/firm, certify that the points claimed, based on the B-BBE status level of
contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies
the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:_____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2



Supplier Maintenance: Bank Details

Supplier name _____

I/We hereby request and authorize you to pay any amounts which accrue to me/us to the credit of my/our account with the mentioned bank.

I/We understand that the credit transfers hereby authorized will be processed by computer through a system known as the "ACB ELECTRONIC FUND TRANSFER SERVICE", and I/we also understand that no additional advice of payment will be provided by my/our bank, but details of each payment will be on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/We understand that a payment advice will be supplied by the organization in the normal way, and that it will indicate the date on which funds will be available in my/our account. This authority may be cancelled by me/us by giving thirty days' notice by prepaid registered post.

Initial and Surname

Authorized Signature

Date dd/mm/yyyy									

NB. Only original signed forms will be accepted.

Registered name: _____

Co. Registration No: _____

Account Holder: _____

Name of Bank: _____

Name of Branch: _____

Branch Code: _____

Account Number: _____

Type of Account: _____

It is hereby confirmed that these details have been verified against the following screens:

ABSA-
FNB-
STD Bank-
Nedbank-
Other Banks-

Bank Stamp Here

Bank Official Name: _____

Contact Detail: _____

NB: IT IS THE RESPONSIBILITY OF THE SUPPLIER TO ENSURE THAT DETAILS PROVIDED ARE CORRECT.

A LETTER FROM THE BANK CONFIRMING BANKING DETAILS WILL ALSO SUFFICE

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

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| 2. Application | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>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</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p> |
| 7. Performance security | <p>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.</p> |

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

**8. Inspections,
tests and
analyses**

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable

difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

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

28. Limitation of liability

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss

or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.