



the dtic

Department:
Trade, Industry and Competition
REPUBLIC OF SOUTH AFRICA

the dtic, 77 Meintjies Street, Sunnyside, Pretoria
Tel (012) 394 5000

The Manager

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.....

Sir/Madam

SERVICE: BID dtic 03/23-24: RENEWAL OF BACKUP SOLUTION LICENSES (HUAWEI HARDWARE, COMMVAULT SOFTWARE) INCLUDING MAINTENANCE AND SUPPORT FOR A PERIOD OF FIVE (5) YEARS.

the dtic requires services as described per attached bid invitation, and you are requested to complete the bidding documents and to submit it in accordance with the under-mentioned stipulations:


- The conditions contained in the attached documents apply.
- The tender must be submitted in a sealed envelope with the **name and address of the tenderer with the tender number and closing date indicated on the envelope**. If the two envelope system is required in the Terms of Reference the same action must be followed on both envelopes. The cover or envelope must not contain documents relating to any tender other than that shown on the cover or envelope.
- ***Tenders submitted per mail must be sent per registered mail. The tender must still reach this office before the closing time. Failure to do so will invalidate the bid.***
- The closing date of the tender will be at **11h00 on 23 FEBRUARY 2024** and will be valid for a period of **120 days** after closing date (up to and including 22 June 2024).
- The attached forms/documents, if completed in detail and returned, will form part of your tender.
- **All communication regarding this tender must be done in writing.**

You are advised to acquaint yourself with the contents of the attached General Conditions of Contract.

It will be expected of the successful bidder to sign a Service Level Agreement at this office as soon as possible, after being notified of the acceptance of his/her tender.

NB: BIDS NOT SUBMITTED ON THE DUE DATE AND TIME IN THE BID BOX OF the dtic AND BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION

Yours faithfully


.....
DEPUTY DIRECTOR: TENDERS
DATE: 2/2/2024



the dtic

Department:
Trade, Industry and Competition
REPUBLIC OF SOUTH AFRICA

POPIA CONSENT FORM

The Bidder and the proposed team/ individuals proposed by the Bidding entity to perform work in line with the requirements stipulated in this tender document, hereby give their consent to **the dtic** and its Officials involved in the evaluation / recommendation / award / drafting of SLA / verification of submissions and advertising of results of bid in line with National Treasury Instructions, to process our personal information for all purposes related to this tender process and possible subsequent contract, in accordance with the provisions of the Protection of Personal Information Act.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder



the dtic

Department:
Trade, Industry and Competition
REPUBLIC OF SOUTH AFRICA

PLEASE TAKE NOTE:

TENDER NO: dtic 03/23-24

CLOSING TIME: 11:00

CLOSING DATE: 23 FEBRUARY 2024

BIDS NOT SUBMITTED ON THE DUE DATE AND TIME AND BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION.

BID dtic 03/23-24: RENEWAL OF BACKUP SOLUTION LICENSES (HUAWEI HARDWARE, COMMVAULT SOFTWARE) INCLUDING MAINTENANCE AND SUPPORT FOR A PERIOD OF FIVE (5) YEARS.

The **SBD 1, 3.2, 4 & 6.1** and **dtic 6.2, 6.3 & 6.4 (b)** FORMS MUST BE COMPLETED AND SIGNED IN THE ORIGINAL THAT IS IN INK – PHOTOCOPIED SIGNATURES OR OTHER SUCH REPRODUCTION OF SIGNATURES MAY INVALIDATE YOUR BID.

BID DOCUMENTS MUST BE POSTED TO:

Department of Trade, Industry and Competition

Private Bag x 84

PRETORIA

0001

FOR ATTENTION: YVETTE CRONJE (Block B)

OR

HAND DELIVERED BIDS / BIDS SENT BY COURIER:

THE BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX WHICH IS IDENTIFIED AS THE BID BOX OF THE DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION the dtic, 77 MEINTJIES STREET (CORNER OF MEINTJIES AND ROBERT SOBUKWE STREETS) SUNNYSIDE, PRETORIA

please see picture of entrance >

SUBMIT ALL BIDS ON THE ORIGINAL FORMS



BIDS SUBMITTED ELECTRONICALLY VIA EMAIL OR ANY OTHER SIMILAR APPARATUS WILL NOT BE ACCEPTED FOR CONSIDERATION.

BIDDERS MUST ENSURE THAT BIDS ARE DELIVERED TO THE CORRECT ADDRESS AND PLACED IN THE BID BOX OF the dtic. IF THE BID IS LATE / NOT PLACED IN THE BID BOX OF the dtic ON CLOSING DATE AND TIME IT WILL NOT BE ACCEPTED FOR CONSIDERATION.

CHECKLIST FOR BIDDERS

Please indicate “Yes” / “No” adjacent to each column. This is to ensure that bidders complete, sign and submit all the required documentation.

BID REQUIREMENT	REFERENCE	YES / NO
<p>Bidders must ensure that they are registered on the Central Supplier Database of the National Treasury as this is compulsory with effect of 1 April 2016 for bidders to be considered for bids.</p> <p>Are you registered on the Central Supplier Database of National Treasury.</p>	<p>Par. 3.2 of National Treasury's SCM Instruction no 4A of 2016/2017</p>	
<p>Bidders must ensure that their tax matters are in order in line with the Treasury Regulations and reflect accordingly on the CSD.</p> <p>Bidder's who's tax matters are not declared to be in order will automatically be disqualified.</p> <p>Are your tax matters in order?</p>	<p>Treasury Regulation 16 A9.1.(d).</p>	
<p>Completed and signed the POPIA Consent form</p>	<p>POPIA Consent</p>	
<p>Completed and signed the SBD 1 form</p>	<p>SBD 1 (Invitation to bid)</p>	
<p>Completed the SBD 3.2 pricing schedule in full.</p> <p>Failure to complete this document in full and as per the stipulated requirements may lead to disqualification of a proposal.</p>	<p>SBD 3.2 (Pricing)</p>	
<p>Submitted your bid in the SINGLE-ENVELOPE / FILE FORMAT will apply.</p>	<p>Paragraph 9. of the ToR</p>	
<p>Completed and signed the SBD 4 form</p>	<p>SBD 4 (Bidders disclosure)</p>	
<p>Completed and signed the SBD 6.1 form and relevant dtic 6 forms?</p> <p>No points will be allocated if certificates / affidavits / proof to substantiate claims are not in line with the prescripts</p>	<p>SBD 6.1 and dtic 6 forms (Preference Points Claim)</p>	

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF TRADE INDUSTRY AND COMPETITION (the dtic)

BID NUMBER:	dtic 03/23-24	CLOSING DATE:	23 FEBRUARY 2024	CLOSING TIME:	11:00 am
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DESCRIPTION	RENEWAL OF BACKUP SOLUTION LICENSES (HUAWEI HARDWARE, COMMVAULT SOFTWARE) INCLUDING MAINTENANCE AND SUPPORT FOR A PERIOD OF FIVE (5) YEARS.
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)
THE DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION (the dtic)
77 MEINTJIES STREET (CORNER OF MEINTJIES AND ROBERT SOBUKWE STREETS), SUNNYSIDE, PRETORIA

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Ms. Yvette Cronje	CONTACT PERSON	Mr. Michael Serero
TELEPHONE NUMBER		TELEPHONE NUMBER	
E-MAIL ADDRESS	YCronje@thedtic.gov.za	E-MAIL ADDRESS	Mserero@thedtic.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No: MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT AS WELL AS THE SCM POLICY OF the dtic .
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7) AND SLA.
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)

NAME AND SURNAME:.....

DATE:

**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.

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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 anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

- 9. Packing**
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
- 10. Delivery and documents**
- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.
- 11. Insurance**
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 12. Transportation**
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13. Incidental services**
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the

supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services

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

- 18. Contract amendments** 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment** 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts** 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties** 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of

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

**23. Termination
for default**

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

(iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme**
- 33.1 The NIP Programme administered by the Department of Trade, Industry and Competition shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices**
- In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

	(Commvault & Huawei) latest software version and operating system.						
3.	SUBTOTAL (VAT Excl.)						
4.	VAT (15%)						
5.	SUBTOTAL (VAT Incl.)						

1. The bid price must be an all-inclusive price. It must represent the total cost for the full completion of the project in line with the entire terms of reference. The price will be payable by **the dtic** to the appointed service provider upon satisfactory work delivery, in accordance with an agreed payment schedule, which must be linked to set deliverables.
2. The prices (item 1 and 2 above) for each year **MUST** be fixed (firm) prices linked to **ROE ONLY**. No price adjustments other than ROE will be considered on these prices during the five-year contract period.
3. The prices must be for the supply of **303.000TB, 60.000TB and 60.000TB** of Commvault Licenses with updates, upgrades and system maintenance.

4. LOCAL and IMPORTED PORTION OF PRICING

4.1 BID EXCHANGE RATE CONDITIONS.

The bidders must use the exchange rate provided below to enable **the dtic** to compare the prices provided by using the same exchange rate:

Foreign currency	South African Rand (ZAR) exchange rate
1 US Dollar	
1 Euro	
1 Pound	

4.2 RATE OF EXCHANGE PRICING INFORMATION

Foreign Price, where –

- (a) **Local Price** means the portion of the TOTAL price that is NOT dependent on the Foreign Rate of Exchange (ROE) and;
- (b) **Foreign Price** means the portion of the TOTAL price that is dependent on the Foreign Rate of Exchange (ROE).
- (c) **Exchange Rate** means the ROE (ZA Rand vs foreign currency) ruling at **12H00 on 2 February 2024**.

SBD 3.2

No	Description	Price YEAR 1 (Vat Excl.)	Price YEAR 2 (VAT Excl.)	Price YEAR 3 (VAT Excl.)	Price YEAR 4 (VAT Excl.)	Price YEAR 5 (VAT Excl.)	Total Price (Year 1 – 5)
1.	LOCAL Price (ZAR)						
2.	FOREIGN Price (ZAR)						
3.	FOREIGN Price (ZAR)						
4.	Exchange Rate						
5.	SUBTOTAL (VAT Excl.)						
6.	VAT (15%)						
7.	TOTAL (VAT Incl.)						
8.	BID TOTAL						

4.3 PROOF REQUIRED FOR CLAIM IN TERMS OF ROE

- (a) During the contract period, in order to substantiate a claim based on ROE, the appointed service provider will have to submit proof of the ROE applicable on the date of purchasing of the licenses from the Foreign Supplier.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

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

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

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

Table 1: Specific goals for the tender and points claimed are indicated per the table below. Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated per goal (80/20 system)	Indicate whether the points allocated for this goal is claimed with a clear YES / NO against each goal	Number of points claimed (80/20 system) (To be completed by the tenderer)
<u>BEE Compliance:</u> Based on Section 10 of the B-BBEE Act (Act 53 of 2003 as amended by Act 46 of 2013). (Relevant point qualified for will be divided by 2 as a maximum of 10 points can be scored on this element).	10		
<u>Local Procurement:</u> The stimulation of the local economy by procuring from enterprises located within the borders of the Gauteng Province	6		
<u>HDI:</u> Black People/Women/Disabled People	2		
<u>SMME's:</u> The promotion of small businesses as defined in the National Small Business Act, 1963 (Act 102 of 1996 and the Amendment Act, Act 29 of 2004).	2		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm.....

4.3. Company registration number:

4.4. TYPE OF COMPANY/ FIRM

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

- Non-Profit Company
 - State Owned Company
- [TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.1, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p>
<p>SURNAME AND NAME:</p>
<p>DATE:</p>
<p>ADDRESS:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>



**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT POLICY
FRAMEWORK ACT (ACT 5 OF 2000) AND SUBSEQUENT PP REGULATIONS OF 2022.
BLACK PEOPLE, WOMEN AND PEOPLE WITH A DISABILITY**

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM SBD 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, BASED ON THE PPPFA (Act 5 of 2000).

1. Section 2 (1) (d) (ii) of the Preferential Procurement Policy Framework Act (Act 5 of 2000) makes provision for the promotion of persons or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability.
2. In line with the above the dtic's SCM Policy make provision for the promotion of HDI's in terms of race, women and people with a disability.

SPECIFIC GOAL	POINTS ALLOCATED	
	80/20	90/10
HDI (black people / women / disabled people)	2	n/a

3. GENERAL DEFINITIONS

- 3.1 "Acceptable tender" means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 3.2 "Tender" 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, works or services.
- 3.3 "Black People" Is a generic term which means African, Coloured's and Indians
 - (a) who are citizens of the Republic of South Africa by birth or decent; or
 - (b) who became citizens of the Republic of South Africa by naturalisation –
 - (i) before 27 April 1994;
 - (ii) on or after 27 April 1994 and who have been entitled to acquire citizenship by naturalisation prior to that date.
- 3.4 "Comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 3.5 "Consortium or joint venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 3.6 "Contract" means the agreement that results from the acceptance of a tender by an organ of state.
- 3.7 "Specific contract participation goals" means the goals as stipulated in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and further elaborated upon in the SCM Policy of the dtic.

- 3.8 **“Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 3.9 **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 3.10 **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.
- 3.11 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen
- (1) Who is black;
 - (2) who is a women; and/or
 - (3) who has a disability:
- provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;
- 3.12 **“Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 3.13 **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 3.14 **“Person”** includes reference to a juristic person.
- 3.15 **“Rand value”** means the total estimated value of a contract in Rand denomination that is calculated at the time of tender invitations and includes all applicable taxes and excise duties.
- 3.16 **“Sub-contracting”** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 3.17 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 3.18 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

4. ESTABLISHMENT OF HDI (BLACK PEOPLE, WOMEN AND PEOPLE WITH A DISABILITY) EQUITY OWNERSHIP IN AN ENTERPRISE

- 4.1 Where individuals are not actively involved in the management or daily business operations of the enterprise, equity ownership may not be claimed.

5. ADJUDICATION USING A POINT SYSTEM

- 5.1 The tenderer obtaining the highest number of points will be awarded the contract.
- 5.2 Preference points shall be calculated after prices have been brought to a comparative basis.

5.3 Points scored will be rounded off to 2 decimal places.

6. Points awarded for historically disadvantaged individuals (black people, women and people with disabilities).

6.1 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.

6.2 Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.

6.3 Listed companies and tertiary institutions do not qualify for HDIs preference points.

6.4 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI-members, be entitled to preference points in respect of HDIs.

6.5 A person awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a person who is not a HDI or does not qualify for the same number or more preference for equity ownership.

7. BID DECLARATION

7.1 Tenderers who claim points in respect of equity ownership must complete the Bid Declaration at the end of this form (par. 9.9).

8. EQUITY OWNERSHIP CLAIMED.

	Ownership	Percentage owned	Points claimed
8.1	Equity ownership by people who are Black	%
8.2	Equity ownership by women	%
8.3	Equity ownership by disabled persons*	%

*If points are claimed for disabled persons, indicate nature of impairment (see paragraph 3.9 above)

.....
Copy of CIPC (Companies and Intellectual Property Commission) registration, copies of ID's as well as CSD (Central Supplier Database) report and a letter from a specialist / doctor certifying disability must be submitted in order to substantiate information provided against 8.1; 8.2 and 8.3 above.

9. DECLARATION WITH REGARD TO EQUITY

9.1 Name of firm :

9.2 VAT registration number :

9.3 Company registration number :

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?

9.8 List all Shareholders by Name, Position, Identity Number, Citizenship, Black, Women or Person with a disability status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 8.

Name	Date/Position occupied in Enterprise	ID Number	Date RSA Citizenship obtained	* Status			% of business / enterprise owned
				Black	Women	Disabled	

*Indicate YES or NO

- 9.8.1 Copies of ID documents as well as CIPC and CSD are required to substantiate a claim based on Black people.
- 9.8.2 Copies of ID documents are required to substantiate a claim based on Women
- 9.8.3 A letter from your General Practitioner / Specialist with regard to your specific disability is required to substantiate a claim based on disability.

9.9 I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The Equity ownership claimed is in accordance with the General Conditions as indicated in paragraph 1 of the SBD 6.1 form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 8, the contractor may be required to furnish additional documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -
 - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (b) 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;
 - (a) impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the tender; or
 - (b) the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

WITNESSES:

1.

.....
SIGNATURE(S) OF TENDERER(S)

2.

DATE:.....

ADDRESS:.....

.....

.....

.....



**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT POLICY
FRAMEWORK ACT (ACT 5 OF 2000) AND SUBSEQUENT PP REGULATIONS OF 2022
PROMOTION OF SMALL BUSINESSES (SMME)**

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM SBD 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, BASED ON THE PPPFA (Act 5 of 2000)

1. Section 2 (1) (d) (ii) of the Preferential Procurement Policy Framework Act (Act 5 of 2000) makes provision for the promotion of small businesses within the preference point systems.

2. SPECIFIC GOAL	POINTS ALLOCATED	
	80/20	90/10
The promotion of small businesses as defined in the National Small Business Act, 1963 (Act 102 of 1996 and the Amendment Act, Act 29 of 2004).	2	n/a

3. BID DECLARATION

Bidders who wish to claim points in respect of this goal must complete paragraph 5 below.

4. POINTS CLAIMED

Indicate whether the points allocated for this goal is claimed. Yes / No

5. INFORMATION FURNISHED WITH REGARD TO THE PROMOTION OF SMALL BUSINESSES

5.1 Indicate whether the company is a small, medium or micro enterprise as defined by the National Small Business Act, 1996 (Act 102 of 1996 and the Amendment Act, Act 29 of 2004). Yes / No

5.1.1 If the response to paragraph 5.1 is yes, the following must be completed:

5.1.1.1 Sector or sub-sector in accordance with the Standard Industrial Classification

5.1.1.2 Size or class

5.1.1.3 Total full-time equivalent of paid employees

5.1.1.4 Total annual turnover

5.1.1.5 Total gross asset value (fixed property excluded)

5.1.1.6 The bidder is compelled to indicate for which category he/she is bidding and the relevant preference points claimed.

The information supplied above must be substantiated by documentary proof that must be submitted with the bid. **Failure to submit proof shall invalidate the points claimed. In order to substantiate turnover for complying as an SMME a SARS return indicating turnover must be submitted as proof.**



5.3 Total points claimed under par. 5.1.1.6 will not exceed the maximum of **..2..** points allocated for this specific goal.

6. BID DECLARATION

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm declare that points claimed, based on promotion of small, medium or micro enterprises, qualifies the firm for the point(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish additional documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iii) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -
 - (a) recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (b) 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;
 - (c) impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid; or
 - (d) the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

WITNESSES:

1.

<p>..... SIGNATURE(S) OF BIDDER(S)</p>
--

2.

DATE:



**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT POLICY
FRAMEWORK ACT (ACT 5 OF 2000) AND SUBSEQUENT PP REGULATIONS OF 2022
PROMOTION OF ENTERPRISES LOCATED IN A SPECIFIC PROVINCE.
LOCAL PROCUREMENT**

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM SBD 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, BASED ON THE PPPFA (Act 5 of 2000).

- Section 2 (1) (d) (ii) of the Preferential Procurement Policy Framework Act (Act 5 of 2000) makes provision for the promotion of local procurement within the preference point systems.
- The promotion of this goal can be achieved by acquiring goods and services from enterprises located within the **GAUTENG** Province. This includes an enterprise whose head office may be situated in another province, but has established a fully-fledged branch within the Province. Enterprises located outside the borders of the Province and who only appoint agents and/or commission warehouses in the Province are expressly excluded from claiming points for this goal.

SPECIFIC GOAL	POINTS ALLOCATED	
	80/20	90/10
The stimulation of the Provincial economy by procuring locally from enterprises located in the GAUTENG Province.	6	N/A

- Preference points may only be claimed by enterprises located within the borders of the **GAUTENG** Province. (See paragraph 2 above).

4. BID DECLARATION

Bidders who wish to claim points in respect of this specific goal must complete the declaration part of this form.

5. POINTS CLAIMED

Bidder to indicate whether the point(s) allocated for enterprises situated within the borders of the **GAUTENG** Province is/are claimed. Yes / No

6. DECLARATION WITH REGARD TO LOCALITY

State full particulars of locality of enterprise as well as that of Head Office attach **copy of CIPC (Companies and Intellectual Property Commission) registration as well as CSD (Central Supplier Database) report and Municipal (Water and Electricity) bill in order to substantiate information:**

Address of local enterprise: Physical: Postal:.....

.....

.....

Telephone: Fax:



Address of Head Office: Physical..... Postal:
.....
.....

Telephone: Fax:

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise certify that the enterprise is entitled to the points allocated in paragraph 2 of this form and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claim is correct.
- (iii) If the claim is found to be incorrect, the purchaser may, in addition to any other remedy it may have-
 - (a) recover all costs, losses or damages it has incurred or suffered as a result of wrong information furnished;
 - (b) 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;
 - (c) impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid; or
 - (d) the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

WITNESSES:

1.

2.

.....
SIGNATURE(S) OF BIDDER(S)

DATE:



the dtic

Department:
Trade, Industry and Competition
REPUBLIC OF SOUTH AFRICA

SPECIFICATION

RENEWAL OF BACKUP SOLUTION LICENSES WITH MAINTENANCE AND SUPPORT FOR A PERIOD OF FIVE (5) YEARS.

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REQUEST FOR BIDS:

The Department of Trade, Industry and Competition (**the dtic**) invites interested service providers to submit bids for the renewal of the Commvault software and Huawei hardware backup solution licenses with maintenance and support for a period of five (5) years.

NOTE: Should a vendor have reason to believe that the Specification is not open to promote competition or that it is written for a specific entity, the vendor shall notify the Bid Office of **the dtic** within ten (10) calendar days after publication of the bid.

1 PURPOSE

1.1 The purpose of this specification is to obtain bids from suitable service providers for the renewal of the backup solution licenses with maintenance and support for a period of five (5) years.

2 BACKGROUND

2.1 One of the services provided by the office of the Chief Information Officer (oCIO) is the management of the implemented backup infrastructure, which consists of Commvault software and Huawei hardware. oCIO is responsible for managing and maintaining the back-office infrastructure hosting the business-critical applications and services that enable the department to carry out its mandate.

2.2 oCIO has two products working hand in hand with each other, the Commvault software to do the backups and the Huawei hardware where all data or information is hosted. This ensures that current and usable backups of data or information stored on the department's infrastructure are made and kept on the backup solution.

2.3 The Department is currently running a Commvault software and Huawei hardware Backup solution as listed below:

1. Backup licence capacity: 303.000TB;
2. Snapshot: 60.000TB;
3. Replication: 60.000TB storage for Commvault backups,
4. Eleven (11) server and storage to host all backup data or information:
 - 10 x RH2288H V3servers;
 - 1x RH5288 V3 1 server;

- 3 x Ocean storages 2200 V3:
 - Production Ocean storages 288TB;
 - Disaster Recovery Ocean storage 1050TB (1PB) and;
 - Quality Assurance Ocean storage 100TB runs on windows operating system 2012.

- 2.4 oCIO current setup, Commvault software and Huawei hardware backup solution are composed of three sites: HQ where production servers reside, DR Site, where off-site servers reside and Cape Town, where Parliament resources are. Commvault software runs version 11.24.34, and the backup servers run Windows 2012.
- 2.5 The oCIO expects the successful bidder to upgrade the backup infrastructure (Software) to the latest versions at the time of the renewal.

3 SCOPE OF WORK & AND DELIVERABLES

- 3.1 The following scope of services is required for the five (5) years period:
 - 3.1.1 Licensing of the Commvault software and Huawei hardware backup solution with the OEM for the duration of the contract, which is five (5) years.
 - 3.1.2 Maintenance and support of the Commvault software and Huawei hardware backup Infrastructure.
 - 3.1.3 The prevention of data or information loss within **the dtic** environment when disaster strikes and restoration of affected servers from off-site infrastructure
 - 3.1.4 Real-time response when a call is logged during a disaster. The service provider must give the oCIO direction when disaster strikes as an expert on backup infrastructure. assist the department to activate databases on passive Comcell in order to take over operation.
 - 3.1.5 Advise the department to optimize the Commvault software and Huawei hardware backup infrastructure.
 - 3.1.6 Version Management to ensure that **the dtic** is on the latest versions of all licenses and storage firmware operating systems on the backup infrastructure.
 - 3.1.8 Monthly detailed reports on the Health of the backup infrastructure.

4 MANDATORY SPECIFICATIONS

- 4.1 It is imperative that service providers submit bids that are fully compliant with the below stated mandatory requirements. Bids that do not fully comply with the mandatory

requirements will automatically be disqualified and will therefore not be considered for price and preference points.

- 4.2 The below requirements are mandatory and an indication of comply / do not comply **MUST** be indicated in the relevant block. Failure to indicate compliance will invalidate a bid. If a response to the mandatory requirement has been indicated as comply but no proof is submitted to substantiate compliance, it shall be regarded as non-compliant and the bid will be disqualified.

No.	REQUIREMENT	Indication of Compliance (Please indicate compliance by marking with an "X" adjacent to each requirement in the column)	
		COMPLY	DO NOT COMPLY
1.	The bidder must be accredited to license, support and maintain the Commvault software and Huawei hardware infrastructure backup solution. In order to prove this, the bidder must submit a copy of a valid letter or certificate from the OEM as proof that the bidder is accredited.		
	Substantiate or make reference to where in your proposal proof is attached:		
2.	The Bidder must include a 5 year, 24x7x365 onsite support/ maintenance on the Commvault software and Huawei hardware backup solution environment. (See paragraph 2.3).		
	Substantiate or make reference to where in your proposal proof is attached:		
3.	Provision of a 24x7x365 service desk for incident/ problem reporting and shall respond within one (1) hour to the logged incident. In order to prove this, bidders must submit their Call Centre/Helpdesk procedure.		
	Substantiate or make reference to where in your proposal proof is attached:		

4.	All registered software related problems must be resolved within two (2) hours. Bidder must provide software incident/problem procedure.		
Substantiate or make reference to where in your proposal proof is attached:			
5.	All registered hardware related problems must be resolved after four (4) hours. Bidder must provide hardware incident/problem procedure.		
Substantiate or make reference to where in your proposal proof is attached:			
6.	Support, maintenance and licences must be included for the following Commvault software and Huawei hardware backup solution: - (a) Virtual machines (b) End points users (c) End point sharing users (d) Operating instances (e) Virtual operating instances (f) Disk Library capacity (g) Deduplication Active store capacity (h) Appliance store usage (i) RH2288H V 3 and RH5822 V3 servers (j) Ocean store 2200 V3 storages. All above licenses must reflect on the documentation for renewal by service provider after renewal.		
Substantiate or make reference to where in your proposal proof is attached:			

5 CONDITIONS

- 5.1 A Service Level Agreement must be signed with the successful bidder before work commences.

- 5.2 Copyright and intellectual property rights to all documentation, reports etc. that emanate from this assignment will vest with **the dtic**.
- 5.3 This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 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 the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.
- 5.4 Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where possible, be returned unopened to the bidder.
- 5.5 Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.
- 5.6 The State reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits.
- 5.7 The Bid Office Officials of **the dtic** may communicate with bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.
- 5.8 All communication between the bidder and the Bid Office Officials of **the dtic** must be done in writing.
- 5.9 Bidders must ensure that they are registered on the Central Supplier Database of the National Treasury as this is compulsory with effect of 1 April 2016 in order for bidders to be considered for bids.
- 5.10 Bidders must ensure that their tax matters are in order in line with the Preferential Procurement Policy Framework Act and the Treasury Regulations.
- 5.11 Bidders' whose tax matters are not declared to be in order will be disqualified.
- 5.12 Bidders' attention is drawn to the tax requirements stated on the SBD 1 form.
- 5.13 Where applicable acceptance of a bid will be subject to the condition that both the contracting firm and its personnel providing the service must be cleared by the appropriate authorities to the level of CONFIDENTIAL/SECRET/TOP SECRET (whichever one is stipulated in the relevant specification / ToR). Obtaining a positive recommendation is the responsibility of the contracting firm concerned. If the principal contractor appoints a subcontractor, the same provisions and measures will apply to the subcontractor. Acceptance of the tender is also subject to the condition that the contractor will implement all such security measures as the safe performance of the contract may require." (Minimum Information Security Standards. Chapter 5).

- 5.14 The points scored price and specific goals will be rounded off to the nearest 2 decimals as determined in the Preferential Procurement Regulations.
- 5.15 In cases where the tender invitation is subject to a pre-qualification requirement based on sub-contracting, then it is the responsibility of the tenderer to select competent sub-contractors that meet all the requirements of the tender in order to ensure that the bidders tender is not jeopardized by the subcontractor during evaluation. Bidders are responsible for all due diligence on their subcontractors.
- 5.16 Bidders to take note that the award of the tender may be subject to price negotiation with the preferred bidder.
- 5.17 This bid is subject to the PP Regulations of 2022.
- 5.18 Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. **the dtic** will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.
- 5.19 The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.
- 5.20 Regulation 13 (c) of the Public Service Regulations 2016 determines that an employee shall not conduct business with an organ of state or be a director of a public or private company conducting business with an organ of state unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act. **As this regulation prohibits public service employees from conducting business with an organ of state; either in a personal capacity or as a director of a private or public company, non-compliance with this regulation will lead to automatic disqualification of a bid.**
- 5.21 the dtic reserves the right:**
- 5.21.1 To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000).
- 5.21.2 To accept part of a tender rather than the whole tender.
- 5.21.3 To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- 5.21.4 To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- 5.21.5 To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been

evaluated and/or after the preferred bidder(s) have been notified of their status as such.

- 5.21.6 Bidders will be allowed to submit queries or request clarification up to one week prior to the closing date of this bid. Thereafter no queries / clarification requests will be responded to.
- 5.21.7 Incomplete pricing will lead to automatic disqualification as it will not be possible to compare the price with other bid prices.
- 5.21.8 Pricing in figures and pricing in words must be the same. Any discrepancy in these two will result in the pricing in figures will be deemed the bid price and will be used for comparison and contract purposes.
- 5.22 The licenses for the backup solution expired on 13 July 2023, causing a procedural gap due to delays in obtaining renewed licenses, maintenance, and support. As the previous contract ends in July 2023, **the dtic** must pay for license costs as part of its ongoing software assurance responsibilities, eliminating the need for new licenses. Therefore, ongoing license costs must be accounted for from 14 July 2023 until the new Service Level Agreement (SLA) is established. During this time, only payments for licensing are necessary, as no maintenance or support services are provided. This interruption in license renewals means that **the dtic** will cover the expenses until the SLA is officially established with a new service provider.

6 PRICE

- 6.1 The bid price must represent the total cost for the supply and service over the five (5) years period which will be payable by **the dtic** to the appointed Service Provider on an annual or monthly basis upon satisfactory work delivery, in accordance with an agreed payment schedule which must be linked to set deliverables. The payment schedule will be stipulated in the SLA.
- 6.2 The yearly or monthly prices must be for the supply of 303.000TB, 60.000TB and 60.000TB of Commvault Licenses with updates, upgrades and system maintenance during existence of the contract. (please refer to the attached SBD 3.2 pricing schedule). Any portion of the cost that is linked to a Rate of Exchange (RoE) must be clearly indicated on the pricing schedule.
- 6.3 All prices shall be quoted in South African currency and must be inclusive of VAT (if registered as a VAT vendor).
- 6.4 At a minimum, the department will only facilitate yearly or monthly payments for the licences and support. The department will not accept bids that require payment of the support, Maintenance and licencing for five years up front.

6.5 Bid Pricing Schedule

Note:

- a) Bidder must complete the pricing as per table below (or as per the attached spread sheet if applicable).
- b) Line Prices are all VAT EXCLUDING, and TOTAL PRICE is VAT INCLUSIVE

No	Product/Service description	Price YEAR 1	Price YEAR 2	Price YEAR 3	Price YEAR 4	Price YEAR 5	Total Price
		(VAT excl.)	(VAT excl.)	(VAT excl.)	(VAT excl.)	(VAT excl.)	(VAT excl.)
1.	<p>(a) The bidder must provide renewal of the expired backup solution (Commvault & Huawei) License with maintenance and support for the Department of Trade, Industry and Competition (the dtic) for the period of five (5) years.</p> <p>(b) The bidder must upgrade version of Commvault version to the latest one because it goes with licenses renewal.</p>						
2.	The bidder must provide maintenance and support for the backup solution (Commvault & Huawei) latest software version and operating system.						
3.	SUBTOTAL (VAT Excl.)						
4.	VAT (15%)						
5.	BID TOTAL (VAT Incl.)						

7 the dtic OBLIGATIONS

- 7.1 the dtic Project Manager will serve as the contact person on all matters relating to the contract.
- 7.2 the dtic Project Manager will review, evaluate and approve the services provided by the Service Provider against the Service Level Agreement on an ongoing basis and prior to payment is made.
- 7.3 the dtic will supply all reasonable, relevant, available data and information required and requested by the Service Provider for the proper execution of the services and

such as assistance shall reasonably be required by Service Provider in carrying out their duties under this contract.

8 SERVICE PROVIDER'S OBLIGATION

- 8.1 The service provider undertakes to act as an independent contractor in respect of the work.
- 8.2 To work closely with the Project Manager responsible for the project in **the dtic**.
- 8.3 Attend meetings with officials whenever required to do so for the purposes of obtaining information or advice in regard to the work and assignments or any matters arising there from or in connection therewith.
- 8.4 The Service Provider will be responsible for its own computers and technical literature to adequately perform all the functions.
- 8.5 The Service Provider must exercise all reasonable skill, care and diligence in the execution of the work and shall carry out their obligation in accordance with professional standards.
- 8.6 The Service Provider must in all professional matters act as a faithful advisor to **the dtic**, as well as respecting the laws and customs of any country and provinces in which any business in relation to the project is conducted.
- 8.7 All information availed to the Service Provider in the course of the project must be deemed confidential and will remain the property of **the dtic**.
- 8.8 The Service Provider will be required to sign a confidentiality agreement.
- 8.9 The Service Provider must not disseminate any information gathered during the conduct of the project, publish or release media statements in relation to the assignment.
- 8.10 Any information gathered during the conduct of the assignment is the property of **the dtic** and may not be distributed without prior written approval of **the dtic**.
- 8.11 The Service Provider will be deemed to have satisfied the correctness and sufficiency of the rates and prices set out in their bid for the services to be rendered.
- 8.12 The Service Provider must be ready to assume work as soon as SLA is signed by both parties.

9 EVALUATION OF BIDS

The 80/20 principle and **single envelope / file system** will apply in evaluating the proposals in accordance with the Preferential Procurement Policy Framework Act; Act no 5 of 2000 its subsequent Regulations and the Preferential Procurement Policy of **the dtic**.

All proposals will be evaluated in terms of the two-phase process once the pre-qualifying of bids received is done. All bid proposals received are subject to a pre-qualification process to determine compliance with compulsory requirements / conditions. All bids that pass the pre-qualification process will then be evaluated as follows:

9.1 First phase: Mandatory compliance evaluation. This evaluation is based on the mandatory requirements and evidence of compliance thereto. For this phase the BEC will evaluate the proposals to determine whether the proposals do meet the mandatory requirements and whether evidence to substantiate compliance is provided by bidders in their proposals.

9.2 Second phase (phase 2): Price and preferential procurement. During the second phase all Bids that fully complied with the mandatory requirements will be considered for the second phase where points will be calculated for price and preferential procurement scores in accordance with the latest PP Regulations pertaining to the Preferential Procurement Policy Framework Act, Act no 5 of 2000 and the dtic SCM Policy / Preferential Procurement Policy.

10.1 PHASE 2: PRICE AND PREFERENCE POINTS.

PRICE	80
PREFERENTIAL GOALS / PREFERENCE POINTS	20
TOTAL	100

The following preferential points may be claimed in line with **the dtic' s** preferential policy:

PREFERENTIAL GOAL	POINTS - 80/20	RELEVANT CLAIM FORM
BEE compliance based on Section 10 of the B-BBEE Act (Act 53 of 2003 as amended by Act 46 of 2013). (Relevant point qualified for will be divided by 2 as a maximum of 10 points can be scored on this element).	10	BEE certificate / certified copy of BEE certificate / Affidavit
Local procurement	6	dtic 6.4 (a) or (b)
HDI based on (race / women / disabled people)	2	dtic 6.2
SMME's	2	dtic 6.3

PROOF REQUIRED TO SUBSTANTIATE PREFERENTIAL POINTS CLAIMED:

- 10.2 For claims based on B-BBEE compliance based on Section 10 of the B-BBEE Act (Act 53 of 2003 as amended by Act 46 of 2013): A Valid Certified B-BBEE certificate or Valid Certified B-BBEE certificate or Valid Sworn Affidavit.
- 10.3 For claims based on local Procurement (Provincial): Proof of address: Municipal rates account or bank statements or lease agreement or sworn affidavit.
- 10.4 For claims based on HDI (Race, Women or people with disabilities): Copy of CIPC (Companies and Intellectual Property Commission) registration, copies of ID's as well as CSD (Central Supplier Database) report and a letter from a specialist/ doctor certifying disability must be submitted in order to substantiate claims based on disability.
- 10.5 For claims based on Small Medium Micro Enterprises (SMME's): SARS return indicating annual turnover or Sworn Affidavit.
- 10.6 Failure on the part of a service provider to submit proof or documentation required in terms of this ToR to claim points for specific goals, will be interpreted to mean that preference points for specific goals are not claimed and no points will be allocated.
- 10.7 Bidders that choose to claim preference points must do so by completing the SBD 6.1 and relevant dtic 6 forms and provide the necessary proof to substantiate the claim (s) at the time of submitting the bid proposal.

11 CONTRACT PERIOD

- 11.1 The contract period will be five (5) years.

12 CONTACT INFORMATION

12.1 Any enquiries regarding technical information may be directed to:

Mr. Zwido Liphadzi

Department of Trade, Industry and Competition (**the dtic**)

Office of the Chief Information Officer

E-mail: Zliphadzi@thedtic.gov.za

12.2 Please direct all bid related enquiries to:

Ms. Yvette Cronje

Department of Trade, Industry and Competition (**the dtic**)

Office of the Chief Financial Officer

E-mail: Ycronje@thedtic.gov.za
