



**RFP08/23**

**REQUEST FOR PROPOSALS FOR THE SUPPLY AND CONFIGURATION OF DATA CENTRE HARDWARE AS WELL AS THE MIGRATION OF DATA AND APPLICATIONS TO THE NEW DATA CENTRE PLATFORM**

**Issued by:**

Ithala Development Finance Corporation Limited  
29 Canal Quay Road (for GPS 29 Signal Road),  
Point Waterfront  
Durban

**Procurement Enquires:**

Supply Chain Management Unit  
Email: [tenders@ithala.co.za](mailto:tenders@ithala.co.za)  
Tel: 031 907 8911

**Name of Bidder:** .....

**Trading Name:**

For any complaints regarding our supply chain management abuses please contact Larissa Warren at 031 907 8610 or email [complaints@ithala.co.za](mailto:complaints@ithala.co.za) alternatively you can lodge an anonymous complaint at our toll-free hotline number 0800 0004 82

## REQUEST FOR PROPOSALS

ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, 29 CANAL QUAY ROAD,  
POINT, DURBAN (FOR GPRS 29 SIGNAL ROAD) (Hereinafter referred to as ("Ithala"))

BID NUMBER: RFP08/23

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CLOSING DATE: 07 DECEMBER 2023

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TIME: 11:00 am

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DESCRIPTION: REQUEST FOR PROPOSALS FOR THE SUPPLY AND  
CONFIGURATION OF DATA CENTRE HARDWARE AS WELL  
AS THE MIGRATION OF DATA AND APPLICATIONS TO THE NEW  
DATA CENTRE PLATFORM

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COMPULSORY  
SITE  
INSPECTION:

Yes

☐

No

X

☒

|                  |   |
|------------------|---|
| BRIEFING SESSION | NO BRIEFING SESSION   |
| BID ENQUIRIES    | Bidders are requested to email all queries to <a href="mailto:tenders@ithala.co.za">tenders@ithala.co.za</a> not later than 12:00 on 30 November 2023 |

## **TABLE OF CONTENTS**

|             |   |              |
|-------------|---|--------------|
| <b>C.1</b>  | <b>TENDER NOTICE AND INVITATION TO TENDER .....</b>   | <b>4 - 6</b> |
| <b>C.2</b>  | <b>INTRODUCTION .....</b>   | <b>7</b>     |
| <b>C.3</b>  | <b>CONDITIONS OF BID AND CONTRACT .....</b>   | <b>8 -16</b> |
| <b>C.4</b>  | <b>CERTIFICATE OF AUTHORITY TO SIGN A BID.....</b>  | <b>17-19</b> |
| <b>C.5</b>  | <b>CERTIFICATE OF ATTENDANCE AT COMPULSORY BRIEFING MEETING.....</b>                                    | <b>20</b>    |
| <b>C.6</b>  | <b>PROCUREMENT TIMELINES.....</b>   | <b>21</b>    |
| <b>C.7</b>  | <b>TERMS OF REFERENCE.....</b>  | <b>22-26</b> |
| <b>C.8</b>  | <b>EVALAUTION PROCESS &amp; CRITERIA.....</b>   | <b>27-32</b> |
| <b>C.9</b>  | <b>TAX CLEARANCE REQUIREMENT.....</b>   | <b>33</b>    |
| <b>C.10</b> | <b>BIDDER'S DISCLOSURE .....</b>  | <b>34-36</b> |
| <b>C.11</b> | <b>CONTRACT FORM - RENDERING OF SERVICES .....</b>  | <b>37-39</b> |
| <b>C.12</b> | <b>PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL<br/>PROCUREMENT REGULATIONS 2022 .....</b> | <b>45</b>    |
| <b>C.13</b> | <b>DEVIATIONS FROM THE REQUEST FOR PROPOSAL.....</b>  | <b>46</b>    |

## C.1 TENDER NOTICE AND INVITATION TO TENDER

### REQUEST FOR PROPOSALS FOR THE SUPPLY AND CONFIGURATION OF DATA CENTRE HARDWARE AS WELL AS THE MIGRATION OF DATA AND APPLICATIONS TO THE NEW DATA CENTRE PLATFORM

#### COLLECTION OF BID DOCUMENTS

The bid documents can be obtained online from the Ithala website ([www.ithala.co.za](http://www.ithala.co.za)) or by request from [tenders@ithala.co.za](mailto:tenders@ithala.co.za) at no cost.

#### SUBMISSION OF BID DOCUMENTS

The proposals shall be submitted in sealed envelopes delivered at Ithala Trade Centre, 29 Canal Quay Road (for GPS use 29 Signal Road), Point, Durban and should be deposited in the box located at the reception. The closing time for receipt of tenders is **07 DECEMBER 2023 at 11h00am.**

**One original and one electronic (USB) copy of the bid document must be submitted.**

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. It is important to note that all bids lodged will be examined to determine compliance with the bidding requirements and conditions. Bids with obvious deviation from the requirements, will be eliminated.

Technical and administrative queries relating to these documents may be addressed in writing only quoting the Bid No. for attention: Supply Chain Management Unit by email to [tenders@ithala.co.za](mailto:tenders@ithala.co.za) Tenders may only be submitted on the original tender documentation that is issued by Ithala written in black ink. This tender document may not be reproduced.

For any complaints regarding our supply chain management abuses please contact Customer Services at 031 907 8610 or email [Complaints@ithala.co.za](mailto:Complaints@ithala.co.za) alternatively you can lodge an anonymous complaint at our toll-free hotline number 0800 0048 23

|  |  |               |   |  |  |
|--|--|---------------|---|--|--|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)  |  |               |   |  |  |
| BID NUMBER:  | RFP08/23   | CLOSING DATE: | DECEMBER 2023                           | CLOSING TIME: 11 am  |  |
| DESCRIPTION  | REQUEST FOR PROPOSALS FOR THE SUPPLY AND CONFIGURATION OF DATA CENTRE HARDWARE AS WELL AS THE MIGRATION OF DATA AND APPLICATIONS TO THE NEW DATA CENTRE PLATFORM |               |   |  |  |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)  |  |               |   |  |  |
| Ithala Trade Centre  |  |               |   |  |  |
| 29 Canal Quay Road   |  |               |   |  |  |
| Point Waterfront   |  |               |   |  |  |
| Durban   |  |               |   |  |  |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO   |  |               | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: |  |  |
| CONTACT PERSON   | SCM  |               | CONTACT PERSON                          | SCM  |  |
| TELEPHONE NUMBER   | 0319078911   |               | TELEPHONE NUMBER                        | 0319078911   |  |
| FACSIMILE NUMBER   | N/A  |               | FACSIMILE NUMBER                        | N/A  |  |
| E-MAIL ADDRESS   | <a href="mailto:tenders@ithala.co.za">tenders@ithala.co.za</a>   |               | E-MAIL ADDRESS                          | <a href="mailto:tenders@ithala.co.za">tenders@ithala.co.za</a> |  |
| 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:                                  |  |
| <div> <div> ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? <div> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> <div> [IF YES ENCLOSE PROOF] </div> </div> <div> ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <div> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> <div> [IF YES, ANSWER THE QUESTIONNAIRE BELOW ] </div> |  |               |   |  |  |

**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. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.**
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.**
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE**
- 2.4 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.**
- 2.5 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.**
- 2.6 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 WHO ARE PERSONS IN THE SERVICE OF THE STATE.”**

**SIGNATURE OF BIDDER:**

.....

**CAPACITY UNDER WHICH THIS BID IS SIGNED:**

.....

**DATE:**

.....

## **C.2 INTRODUCTION**

Ithala is a Development Finance Corporation operating within the confines of the KZN Ithala Development Finance Corporation Act, No 5 of 2013. Our VISION is “To be the catalyst for growth, economic development and empowerment” and our MISSION is “To drive economic development and empowerment whilst remaining financially sustainable”. We enable, develop, promote and implement innovative investment and transformation solutions to advance sustainable Black Economic Empowerment. The objectives of Ithala are to promote, support and facilitate social and economic development in the Province of Kwa-Zulu Natal (KZN) by:

1. Mobilising financial resources and providing financial and supportive services to persons domiciled, ordinary resident, or carrying on business within the KZN Province
2. Planning, executing, financing and monitoring the implementation of development projects and programmes in the province of KZN
3. Promoting, assisting and encouraging the development of the Province’s human resources and its social, economic, financial and physical infrastructure
4. Promoting, encouraging and facilitating private sector investment in the Province and the participation of the private sector and community organisations in development projects and programmes and in contributing to economic growth and development generally
5. Acting as the Government’s agent for performing any development related tasks and responsibilities that the government considers may be more effectively performed by a corporate entity.

Our primary mandate is implemented by our two operating divisions and a subsidiary with an external market focus, namely:

1. Properties
2. Ithala SOC Limited
3. Business Finance

The quality, price and service that we provide our customers can only be as good as what we receive from our service providers.

### **PROCUREMENT PHILOSOPHY**

It is the policy of Ithala, when purchasing goods and obtaining services, to follow a course of optimum value and efficiency by adopting best purchasing practices in supply chain management, ensuring that open and fair competition has prevailed, with due regard being had to the importance of :

- a) The promotion, development and support of businesses from disadvantaged communities (small, medium, micro enterprises, as well as established businesses within those communities) in terms of its BBBEE Policy.
- b) The promotion of national and regional local suppliers and agents before considering overseas suppliers; and
- c) The development, promotion and support for the moral values that underpin the above, in terms of Ithala’ s Business Ethics and Guidelines which requires that all commercial conduct be based on ethical and moral values and sound business practice. This value system governs all commercial behaviour within Ithala.

### C.3 CONDITIONS OF BID AND CONTRACT

Bidders must indicate compliance or non-compliance on a paragraph-by-paragraph basis. Indicate compliance with the relevant bid requirements by marking the YES box and non-compliance by marking the NO box. If the contents of the paragraph only need to be noted, please mark the NOTED box.

|           | Conditions  | Confirmation |    |        |                           |
|-----------|---|--------------|----|--------|---------------------------|
|           |   | Yes          | No | Not ed | If no, indicate deviation |
| <b>1.</b> | <b>GUIDELINE ON COMPLETION</b>  |              |    |        |                           |
| 1.1       | The bidder must clearly state if a deviation from these requirements are offered and the reason, therefore. If an explanatory note is provided, the paragraph reference must be attached as an appendix to the bid submission. Bids not completed in the manner prescribed may be considered incomplete and rejected.                                       |              |    |        |                           |
| <b>2.</b> | <b>ITHALA SERVICE LEVEL AGREEMENT</b>   |              |    |        |                           |
| 2.1       | The Ithala Service Level Agreement will be the only contract signed by both parties and will form the basis of this contract. Ithala's standard terms and conditions will not be negotiated.  |              |    |        |                           |
| <b>3.</b> | <b>ADDITIONAL INFORMATION REQUIREMENTS</b>  |              |    |        |                           |
| 3.1       | During evaluation of the bids, additional information may be requested in writing from bidders. Replies to such request must be submitted, within 5 (five) working days or as otherwise indicated. Failure to comply, may lead to the bid being disregarded.  |              |    |        |                           |
| <b>4.</b> | <b>CONFIDENTIALITY</b>  |              |    |        |                           |
| 4.1       | The bid and all information in connection therewith shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the bid.   |              |    |        |                           |
| 4.2       | All bidders are bound by a confidentially agreement preventing the unauthorised disclosure of any information regarding Ithala or of its activities to any other organisation or individual. The bidders may not disclose any information, documentation or products to other clients without written approval of the accounting authority or the delegate. |              |    |        |                           |



|           | Conditions   | Confirmation |    |           |                                 |
|-----------|--|--------------|----|-----------|---------------------------------|
|           |  | Yes          | No | Note<br>d | If no,<br>indicate<br>deviation |
| <b>5.</b> | <b>INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT</b>   |              |    |           |                                 |
| 5.1       | Copyright of all documentation relating to this assignment belongs to Ithala. The successful bidders may not disclose any information, documentation or products to other clients without the written approval of the accounting authority or the delegate.  |              |    |           |                                 |
| 5.2       | All the intellectual property rights arising from the execution of this Agreement shall vest in Ithala and the service provider undertakes to honour such intellectual property rights and all future rights by keeping the know-how and all published and unpublished material confidential.  |              |    |           |                                 |
| 5.3       | In the event that the service provider would like to use any information or data generated in terms of the Services, the prior written permission must be obtained from Ithala.  |              |    |           |                                 |
| 5.4       | Ithala shall own all materials produced by the service provider during the course of, or as part of the Services including without limitation, deliverables, computer programmes (source code and object code), programming aids and tools, documentation, reports, data, designs, concepts, know-how and other information whether capable of being copyrighted or not ("IP") which IP Ithala shall be entitled to freely cede and assign to parties nominated by Ithala. |              |    |           |                                 |
| <b>6</b>  | <b>PAYMENTS</b>  |              |    |           |                                 |
| 6.1       | Ithala will pay the service provider for the actual services rendered in line with the contract.   |              |    |           |                                 |
| 6.2       | The service provider shall from time to time during the duration of the contract, invoice Ithala for the services rendered. No payment will be made to the service provider unless an invoice complying with section 20 of VAT Act No 89 of 1991 has been submitted to Ithala.   |              |    |           |                                 |
| 6.3       | Payment shall be made into the bidder's bank account or per cheque payment normally 30 days after receipt of an acceptable, valid invoice. (Banking details must be submitted as soon as this bid is awarded).   |              |    |           |                                 |

|           | Conditions   | Confirmation |    |           |                                 |
|-----------|--|--------------|----|-----------|---------------------------------|
|           |  | Yes          | No | Note<br>d | If no,<br>indicate<br>deviation |
| <b>7</b>  | <b>NON-COMPLIANCE WITH DELIVERY TERMS</b>  |              |    |           |                                 |
| 7.1       | As soon as it becomes known to the service provider that he will not be able to deliver the goods/services within the delivery period and/or against the quoted price and/or as specified, Ithala must be given immediate written notice to this effect. Ithala reserves the right to implement remedies as provided for in the SLA.   |              |    |           |                                 |
| <b>8</b>  | <b>WARRANTIES</b>  |              |    |           |                                 |
| 8.1       | The service provider warranties that: It is able to conclude this Agreement to the satisfaction of Ithala.   |              |    |           |                                 |
| 8.2       | Although the service provider will be entitled to provide services to persons other than Ithala, the   |              |    |           |                                 |
|           | service provider shall not without the prior written consent of Ithala, be involved in any manner whatsoever, directly or indirectly, in any business or venture which competes or conflicts with the obligations of the contractor to provide the Services.   |              |    |           |                                 |
| 8.3       | The Service Provider under contract is obligated to ensure that should a resource who is scheduled to carry out work for Ithala or is carrying out work for Ithala and becomes unavailable then that resource should be replaced within 7 days with a resource in possession of the same professional registration and/or qualifications/experience. The replace resource is subject to the vetting of the Ithala project manager. |              |    |           |                                 |
| <b>9.</b> | <b>PARTIES NOT AFFECTED BY WAIVER OR BREACHES</b>  |              |    |           |                                 |
| 9.1       | The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this Agreement by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof   |              |    |           |                                 |
| 9.2       | No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this Agreement shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this Agreement.   |              |    |           |                                 |

|             | Conditions   | Confirmation |    |       |                           |
|-------------|--|--------------|----|-------|---------------------------|
|             |  | Yes          | No | Noted | If no, indicate deviation |
| <b>10</b>   | <b>SUBMITTING BIDS</b>   |              |    |       |                           |
| 10.1        | Supply Chain Management (SCM)  |              |    |       |                           |
| 10.2        | An original and electronic copy must be delivered to:<br>ITHALA TRADE CENTRE<br>29 Canal Quay Road (for GPS use 29 signal road)<br>Point Waterfront, Durban  |              |    |       |                           |
| <b>11</b>   | <b>LATE BIDS</b>   |              |    |       |                           |
| 11.1        | Late submissions will not be accepted. A submission will be considered late if it arrived one second after 11:00 or any time thereafter. The bid (tender) box shall be locked at exactly 11:00 and bids arriving late will not be accepted under any circumstances. Bidders are therefore strongly advised to ensure that bids be dispatched allowing enough time for any unforeseen events that may delay the delivery of the bid.  |              |    |       |                           |
| <b>12.</b>  | <b>BID CLARIFICATIONS</b>  |              |    |       |                           |
| 12.1        | Any clarification required by a bidder regarding<br><br>the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested in writing (by e-mail). Please make reference to Bid Notice and Invitation to Tender page of this bid pack for contact details. The bid number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all bidders by e-mail only. |              |    |       |                           |
| <b>13.</b>  | <b>FORMAT OF BIDS</b>  |              |    |       |                           |
| 13.1        | Bidders must complete all the necessary bid documents and undertakings required in this bid document. Bidders are advised that their proposal should be concise, written in plain English and simply presented.  |              |    |       |                           |
| <b>14.1</b> | <b>PART 1: INVITATION TO BID</b>   |              |    |       |                           |
| <b>14.2</b> | <b>PART 2: PART 2: RFP SUMMARY AND DETAILS</b>   |              |    |       |                           |
|             | Bid summary must be completed and indicate what returnable documents will be submitted.  |              |    |       |                           |

|               | Conditions  | Confirmation |    |           |                                    |
|---------------|---|--------------|----|-----------|------------------------------------|
|               |   | Yes          | No | Note<br>d | If<br>no,<br>indicate<br>deviation |
| <b>14.3</b>   | <b>PART 3: COMPLIANCE TO SPECIAL CONDITIONS OF BID AND NOTING OF EVALUATION CRITERIA</b>  |              |    |           |                                    |
|               | Bidders must complete C3. Indicating compliance/non-compliance or noted. In case of non-compliance details and referencing to the specific paragraph is required.   |              |    |           |                                    |
| <b>14.4</b>   | <b>PART 4: SARS TAX STATUS</b>  |              |    |           |                                    |
|               | The bidder must be in compliance with SARS and such information will be verified with Central Supplier Database (CSD). In case of a consortium/ joint venture, or where subcontractors are utilised, each consortium/ joint venture member and/or sub-contractor (individual) <u>must</u> be in compliance with SARS and the information will be verified on Central Supplier Database (CSD). |              |    |           |                                    |
| 14.5          | <b>PART 5:</b><br>Certificate of Authority to Sign a Bid<br>Declaration of Interest   |              |    |           |                                    |
| 14.5.1        | Bidders must complete and submit the Declaration forms.<br>A bidder must complete the relevant part of the document and it must indicate who is delegated to communicate or deal with Ithala. Any other irrelevant sections to the tendering entity must be marked 'N/A'.   |              |    |           |                                    |
| <b>14.6</b>   | <b>PART 6: JOINT VENTURE/CONSORTIUM AGREEMENT</b>   |              |    |           |                                    |
| 14.6.1        | A copy of the joint venture/consortium agreement must be included.  |              |    |           |                                    |
| <b>14.7</b>   | <b>PART 7: TECHNICAL PROPOSAL/FUNCTIONALITY PROPOSAL</b>  |              |    |           |                                    |
| <b>14.7.1</b> | <b>Bidders must, at least:</b>  |              |    |           |                                    |
| 4.7.1.1       | Describe, in detail, exactly how they propose to carry out the activities to achieve the outcomes identified in the terms of reference. They should identify any possible problems that might hinder delivery and indicate how they will avoid or overcome such problems.   |              |    |           |                                    |

|              | Conditions  | Confirmation |    |           |                                 |
|--------------|---|--------------|----|-----------|---------------------------------|
|              |   | Yes          | No | Note<br>d | If no,<br>indicate<br>deviation |
| 14.7.2       | The bidder must confirm, by providing letters of reference from previous/current clients including contact details, for the previous, current or ongoing projects of similar nature. This will be verified by Ithala. |              |    |           |                                 |
| <b>14.8</b>  | <b>PART 8: DEVIATIONS FROM REQUEST FOR BID</b>  |              |    |           |                                 |
| 14.8.1       | Please indicate deviations or modifications to this Request for Bid on form C13   |              |    |           |                                 |
| 14.8.2       | If no deviations are required, please mark the form “Nil” and sign  |              |    |           |                                 |
| <b>14.9</b>  | <b>PART 9: PRICING SCHEDULE</b>   |              |    |           |                                 |
| 14.9.1       | Any budget amount that may be indicated in this document shall be deemed to be a guide only and bidders are expected to submit a costing that is fair and reasonable.   |              |    |           |                                 |
| 14.9.2       | A proposed pricing schedule with one of the specified elements (fees and reimbursable costs) omitted from the costing, may be considered non-responsive.  |              |    |           |                                 |
| <b>14.10</b> | <b>PART 10: PROCUREMENT TIMELINES</b>   |              |    |           |                                 |
| 14.10.1      | This part of a bid documents informs bidders when the bid process is expected to be finalised. It may not necessarily be followed.  |              |    |           |                                 |
| 14.10.2      | Terms of reference (TOR) are the requirements by Ithala. When a proposal is submitted, a bidder must be certain that TOR are understood and has the capacity to offer a specified service.                            |              |    |           |                                 |
| <b>14.11</b> | <b>PART 11: ANNEXURES</b>   |              |    |           |                                 |
| 14.11.1      | Bidder must insert all their additional annexures in part 11. This can include professional registrations, insurances etc.  |              |    |           |                                 |
| <b>14.12</b> | <b>VAT</b>  |              |    |           |                                 |
| 14.12.1      | Ithala is a VAT Vendor. Prices quoted must include VAT (where applicable).  |              |    |           |                                 |
| 14.12.2      | Ithala reserves the right to request the preferred bidder to register for VAT if the award is anticipated to be more than R1m for 12 consecutive months as the VAT Act requires.                                      |              |    |           |                                 |

|           | Conditions  | Confirmation |    |           |                                 |
|-----------|---|--------------|----|-----------|---------------------------------|
|           |   | Yes          | No | Note<br>d | If no,<br>indicate<br>deviation |
| <b>15</b> | <b>PRESENTATIONS</b>  |              |    |           |                                 |
| 15.1      | Ithala reserves the right to invite bidders for presentations before the award of the bid. Bidders who meet the minimum requirements for phase 1 functionality may be invited to demonstrate the Commercial Lending Solution's capabilities and its ability to meet Ithala's requirements |              |    |           |                                 |
| 15.2      | Presentation may affect the points awarded for functionality.   |              |    |           |                                 |
| <b>16</b> | <b>NEGOTIATION</b>  |              |    |           |                                 |
| 16.1      | Ithala has the right to enter negotiation with a prospective contractor regarding any terms and conditions, including price(s), of a proposed contract.   |              |    |           |                                 |
| 16.2      | Ithala shall not be obliged to accept the lowest or any financial offer or proposal. Furthermore, Ithala reserve the right not to award the tender to highest ranking bidder in terms of SCM Policy.  |              |    |           |                                 |
| 16.3      | All bidders will be informed whether they have been successful or not. A contract will only be deemed to be concluded when reduced to writing in a contract form signed by the designated responsible person of both parties.   |              |    |           |                                 |
| <b>17</b> | <b>DOMICILIUM</b>   |              |    |           |                                 |
| 17.1      | The parties hereto choose <i>domicilium citandi et executandi</i> for all purposes of and in connection with the final contract as follows:   |              |    |           |                                 |
|           | <b>Ithala Trade Centre<br/>29 Canal Quay Road (for GPS 29 Signal Road)<br/>Point Waterfront<br/>Durban</b>  |              |    |           |                                 |
| <b>18</b> | <b>COST OF BID PREPARATION</b>  |              |    |           |                                 |
| 18.1      | Bidders shall prepare and submit a bid at their own expense.  |              |    |           |                                 |

|             | Conditions  | Confirmation |    |       |                           |
|-------------|---|--------------|----|-------|---------------------------|
|             |   | Yes          | No | Noted | If no, indicate deviation |
| <b>19.</b>  | <b>SITE INSPECTIONS</b>   |              |    |       |                           |
| <b>19.1</b> | Ithala reserves the right to carry out site inspections of bidders to establish suitability of properties, etc. to perform services effectively and efficiently   |              |    |       |                           |
| <b>20</b>   | <b>BID VALIDITY PERIOD</b>  |              |    |       |                           |
| <b>20.1</b> | Bid will be valid for a period of 90 days   |              |    |       |                           |
| <b>20.2</b> | The bidder must hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.  |              |    |       |                           |
| <b>20.3</b> | If requested by the employer, the bidder must consider extending the validity period stated in the tender data for an agreed additional period.   |              |    |       |                           |
| <b>21</b>   | <b>ISSUE ADDENDA</b>  |              |    |       |                           |
| <b>21.1</b> | If necessary, the employer may issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify those tendering entities appearing on the attendance list |              |    |       |                           |
| <b>21.2</b> | Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list   |              |    |       |                           |
| <b>21.3</b> | The bidder must acknowledge receipt of addenda to the tender documents, which the employer may issue.   |              |    |       |                           |
| <b>22</b>   | <b>SUBMITTING OF FRAUDULENT DOCUMENTS</b>   |              |    |       |                           |
| <b>22.1</b> | Ithala will disregard the bid of any bidder if that bidder or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.  |              |    |       |                           |
| <b>22.2</b> | Ithala will list bidders/ directors in the list of restricted suppliers and they will not conduct any business with an organ of state.  |              |    |       |                           |

|             |  |  |  |  |  |
|-------------|--|--|--|--|--|
| <b>22.3</b> | All documentation will be verified and bidders who have submitted fraudulent documentation will be disqualified from further evaluation and reported to the relevant authorities.  |  |  |  |  |
| <b>23</b>   | <b>PRICE AND SPECIFIC GOALS EVALUATION</b>   |  |  |  |  |
| 23.1        | Price and specific goals evaluation will performed on bidders who qualified for Stage 2.   |  |  |  |  |
| 23.2        | All prices submitted may be subject to negotiation.  |  |  |  |  |
| <b>24</b>   | <b>ADJUDICATION OF BID</b>   |  |  |  |  |
| 24.1        | The Bid Adjudication Committee will consider the recommendations and make the final award.   |  |  |  |  |
| 24.2        | The bid shall be awarded at the sole and absolute discretion of Ithala. Ithala hereby represents that it is not obliged to award this bid to any bidder. Ithala is entitled to retract this bid at any time as from the date of issue. Ithala is not obliged to award this bid to the bidder that quotes the lowest. |  |  |  |  |
| 24.3        | A bidder shall be disqualified from bidding if any attempt is made either directly to solicit and/or canvass any information from any employee or agent of Ithala regarding this bid from the date the offer is submitted until the date of award of the bid.  |  |  |  |  |
| <b>25</b>   | <b>AWARDING OF CONTRACT</b>  |  |  |  |  |
| 25.1        | Ithala reserves the right to award this bid in full or in part.  |  |  |  |  |
| <b>25.2</b> | An Ithala SLA will be utilised to manage the relationship, once a scope of works has been issued and agreed upon   |  |  |  |  |
| <b>26</b>   | <b>CONTRACT PERIOD</b>   |  |  |  |  |
| 26.1        | The contract will be for a period of three (3) years from date of appointment.   |  |  |  |  |



#### C.4 CERTIFICATE OF AUTHORITY TO SIGN A BID

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

| (I)<br>COMPANY | (II)<br>CLOSE<br>CORPORATION | (III)<br>PARTNERS<br>HIP | (V)<br>SOLE<br>PROPRIETOR | (VI)<br>JOINT<br>VENTURES |
|----------------|------------------------------|--------------------------|---------------------------|---------------------------|
|                |                              |                          |                           |                           |

##### i. CERTIFICATE FOR COMPANY

I, ....., chairperson of the Board of Directors of ....., hereby confirm that by resolution of the Board (copy attached) taken on ..... 20....., Mr/Ms ....., acting in the capacity of ....., was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

**Chairman:** .....

**As Witnesses:** .....

**Date:** .....

##### ii. CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as..... Hereby authorise Mr/Ms..... acting in the capacity of ....., to sign all documents in connection with the tender for Contract No: ..... and any contract resulting from it on our behalf.

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

**Note: This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.**

## CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as,  
.....

..... hereby authorise Mr/Ms.  
..... acting in the capacity of  
....., to sign all documents in connection  
with the tender for Contract No ..... and any contract resulting from it  
on our behalf.

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
|      | .....   |           |      |
|      | .....   |           |      |
|      | .....   |           |      |
|      | .....   |           |      |
|      | .....   |           |      |

**Note: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.**

### iii. CERTIFICATE FOR SOLE PROPRIETOR

I, ....., hereby confirm that I am the sole  
owner of the business trading  
as.....

**Signature of Sole**

owner.....

As Witnesses:

1.....

2.....

Date: .....

**iv. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

This Returnable Schedule is to be completed by **EACH member** of a joint venture submitting a tender.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise

Mr/Ms....., authorised  
signatory of the  
Company.....acting in the  
capacity of lead JV partner, to sign all documents in connection with the tender  
offer and any contract resulting from it on our behalf as a joint venture.

**NAME OF JV ORGANIZATION.....**

**ADDRESS:.....**  
.....  
.....

**DULY AUTHORISED SIGNATORY NAME .....**

**DESIGNATION: .....**

**SIGNATURE .....**

**DATE:.....**

This \_\_\_\_\_ is \_\_\_\_\_ to \_\_\_\_\_ certify \_\_\_\_\_ that \_\_\_\_\_  
(tenderer).....  
of \_\_\_\_\_ (address) \_\_\_\_\_  
.....  
.....  
..... was represented  
by the person(s) named below at the compulsory meeting held for all tenderers at: -

| Description | Date | Time | Site |
|-------------|------|------|------|
| N/A         | N/A  | N/A  | N/A  |

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

**Particulars of Bidder's representative attending the meeting:**

Name: .....Signature: .....  
Capacity: .....

**Attendance of the above person(s) at the meeting is confirmed by the Ithala's representative, namely:**

Name: .....Signature: .....

Capacity: ..... Date and Time: .....  
 .....  
 .....  
 .....

## C.6 PROCUREMENT TIMELINES

| PROCUREMENT TIMELINE                          | DATE             | TIME  |
|---|------------------|-------|
| RFP Release Date                              | 16 November 2023 | 09h00 |
| Compulsory briefing session and clarification | N/A              | N/A   |
| Closing Date and time                         | 07 December 2023 | 11h00 |

---

**\*Indicative dates**

## **C7. TERMS OF REFERENCE**

### **1. PURPOSE**

Ithala Development Finance Corporation (IDFC) requests proposals for the supply and configuration of

Data Centre Hardware as well as the migration of data and applications from the old to the new Data Centre platform.

### **2. BACKGROUND**

Well-managed and reliable IT infrastructure is critical for supporting business operational objectives through ensuring reliable connectivity, enhanced productivity, and higher levels of information security. As an operational requirement, IT infrastructure needs to be regularly maintained and updated in line with business requirements, and technological advances in order to stay relevant to the ever-changing technology landscape and to remain resilient to emerging threats. IDFC conforms to this best practice through the appropriate ICT policy statement which stipulates that Data Centre hardware needs to be refreshed or updated in intervals of five (5) years.

The recent review of the ICT systems master plan highlighted the need for the update or refresh of IDFC's Data Centre hardware, since the current hardware has gone beyond its five (5) year life span. The IDFC Data Centre infrastructure hosts various critical business applications and hosted services including File Servers, Print Servers, Identity Management (Active Directory) as well as the respective databases. It is evident that the IT infrastructure is vital in enabling and supporting the achievement of the ICT digitisation strategic objective, which in turn supports IDFC business objectives.

The Data Centre hardware comprises of servers, storage area network, data centre network and fabric switches. These components secure critical business information, support and enable business operations and ensure downtime is kept to minimal. The objectives of the new or updated Data Centre infrastructure are to:

- i. Ensure better connectivity,
- ii. Enhanced processing capability,
- iii. Improved information security,
- iv. Address challenges of legacy infrastructure,
- v. Reduce downtime and processing errors,
- vi. Sustain business continuity,
- vii. Nurture the agility of ICT systems and services.

Ithala currently have sufficient licensing for VMware until 2024 and will handle renewal thereof.

### 3. SCOPE OF SERVICES

The scope services include:

- 3.1 Supply, install and configure the servers, storage area network, dedicated backup storage that includes data protection for ransomware attacks, Data centre network and fabric switches.
- 3.2 Supplied hardware and software must have a minimum lifespan of 5 years post implementation.
- 3.3 Integrate and test existing Ithala's ICT systems and applications including the migration of data, programs and/ or applications from the current Data Centre to the new platform.
- 3.4 Maintain and support software after postimplementation.
- 3.5 Acquire and facilitate license for the new platform(s) where necessary.
- 3.6 Provide training for Systems Administrators on the new platform technology and tools.
- 3.7 Management of the project from inception to hand-over stage of the project. The bidder will be expected to be at IDFC premises during implementation.
- 3.8 Supply of 36-month onsite (next business day) technical support service contract with the OEM including but not limited to:
  - TAC (Technical Assistance Center) Support 24x7
  - Advanced Hardware Replacement (Next Business Day) including but not limited to: Chassis, controllers, power supplies, drive enclosures, hard drives, fibre cards, network cards, CPU, Memory modules, circuit boards, etc.
  - Onsite Hardware Replacement – The solution must include installation and configuration of failed hardware at Production and Disaster Recovery sites.
  - An online customer portal that enables device inventory management, service request management, accessing product technical information, service reports, and intelligent product maintenance.
  - Minimum of quarterly updates to firmware and software to be included as part of the support contract.

## 4. DELIVERABLES

Deliverables include the following:

4.1 Fully configured and functional servers, storage, backup, data centre network, and fabric switches, as per below:

- SAN Switches
- VMWare Hosts (Production and DR environment)
- Backup Server
- Production Storage 160TB (PROD and DR)
- Secure Dedicated Backup Storage that includes for protection against ransomware attacks, E.G. Huawei OceanProtect X6000 or equivalent.

4.2 Applications, data and programs successfully migrated to, and tested on the new environment.

4.3 Ensure data can replicate from production to disaster recovery.

4.4 36-month managed services contract post-implementation.

4.5 Software licenses post implementation.

4.6 Project management deliverables including work breakdown structure, task and dependency-driven project schedule, weekly status reports including risk and task progress updates, issues log, test scripts and results.

4.7 Provide training and skills transfer to Ithala staff that support the solution.

4.8 The Statement of Requirements for the required infrastructure is illustrated in the table below.

| No | Item Description   | Specification  | Qty | Comments |
|----|--|--|-----|----------|
| 1  | SAN Switches (36-month maintenance support service included) – E.g. Huawei Oceanstor SNS3664 or equivalent | * Maximum number of Fibre Channel ports is 64;<br>Maximum rate is 32 Gbit/s<br>* 24 ports licensed and activated with 24x 16Gb Multimode SFPs<br>* Supports hot swapping of optical modules on interfaces: 32 Gbit/s, 16 Gbit/s, 10 Gbit/s, 8 Gbit/s, and 4 Gbit/s auto-sensing<br>* Support online compression * Redundant Power Supply | 4   |          |
| 2  | VMWare Hosts for Production & DR - (36month maintenance support service included)                          | * 2U Server with 2X Sapphire Rapids CPU (latest generation). Each CPU must be at least 2.2GHz and 18 cores.<br>* 256Gb Memory, 2X SATA SSD (at least 960GB) for OS<br>* 1 X 16Gb HBA card with 2 ports, 4X 10Gb optical ports, 2X 1Gb ports  | 8   |          |



|   |  |  |   |  |
|---|--|--|---|--|
| 3 | Backup Server - (36-month maintenance support service included)  | <ul style="list-style-type: none"> <li>* 2U Server with 2X Sapphire Rapids CPU (latest generation). Each CPU must be at least 2.0GHz and 16 cores.</li> <li>* 256G Memory, 2X SATA SSD (at least 960GB) for OS</li> <li>* 4X 10Gb optical ports, 2X 1Gb ports</li> </ul>   | 1 |  |
| 4 | Production Storage (36month maintenance support service included) – E.g. Huawei Oceanstor Dorado 3000 V6 or equivalent | <ul style="list-style-type: none"> <li>* The effective storage capacity is at least 160 TB with enterprise-level 7.68 TB SAS SSD disks.</li> <li>* The total cache capacity of the system is <math>\geq 192</math> GB, and the cache capacity of any controller is <math>\geq 96</math> GB (excluding any performance acceleration module, Flash Cache, PAM, SSD Cache, or SCM) * 8 x 16 Gbit/s FC ports are configured.</li> <li>* Two controllers are configured, 2U disk and controller integrated architecture, providing <math>\geq 25</math> disk slots on the controller enclosure.</li> <li>* Controllers work in active-active mode. LUNs do not belong to any controller. Service loads are balanced among two or more controller.</li> <li>* SAN and NAS are integrated. The NAS protocol (including NFS, CIFS, and NDMP), IP SAN protocol, and FC SAN protocol are configured. No additional NAS gateway is required. SAN and NAS services share resource pools.</li> <li>.</li> <li>* Controllers can be expanded. Number of controllers supported <math>\geq 8</math> and Supports at least 800 disk slots.</li> <li>* The front end supports NVMe over Fibre Channel or RDMA, and the back end supports NVMe over RDMA or PCIe, implementing end-to-end NVMe architecture.</li> <li>* Provides secure snapshots for SAN and NAS, which cannot be deleted or modified to provide data protection.</li> <li>* The controllers use multi-core processors, the total number of cores of the controller processors. (2 controllers) is greater than or equal to 48</li> <li>* Supports RAID 5, RAID 6, and RAID-TP. RAID-TP is able to tolerate simultaneous failure of three disks. Product brochures or screenshots of the official website are required.</li> </ul> | 2 |  |

|   |   |  |   |  |
|---|---|--|---|--|
| 5 | Dedicated Backup Storage (36-month maintenance support service included) E.G. Huawei OceanProtect X6000 or equivalent | <ul style="list-style-type: none"> <li>* The physical storage capacity is at least 115TB with enterprise-level 7.68 TB SAS SSD (nonSATA SSD's) disks.</li> <li>* The total cache capacity in the system is greater than or equal to 512 GB, and the cache capacity of any controller is greater than or equal to 256 GB</li> <li>* 8 x 10 Gbit/s SFP+ ports are configured.</li> <li>* Two controllers are configured. It uses a 2 U disk and controller integration architecture. The number of disk slots in the controller enclosure is greater than or equal to 25.</li> <li>* Active-active architecture: Controllers work in active-active mode. In this way, multiple backup jobs can be processed simultaneously.</li> <li>* Zero service interruption architecture: If one out of two controllers on a node fails, backup services are switched to the normal controller within seconds, ensuring zero service interruption.</li> <li>* Supported protocols:<br/>Share protocols such as NFS V3/V4.1 and SMB 2.0/3.0.<br/>Fibre Channel and iSCSI protocols; NDMP</li> <li>* Number of cores per controller is greater than or equal to 64.</li> <li>* RAID 6 is supported, tolerating simultaneous failure of three disks. Three disks in a RAID group are allowed to fail simultaneously without any data loss or service interruption.</li> <li>* Deduplication and compression are supported which provides a data reduction ratio of up to maximum 72:1</li> </ul> | 1 |  |
|   |   | <ul style="list-style-type: none"> <li>* Deduplication-based replication: Data can be replicated after being deduplicated.</li> <li>* A scheduled secure snapshot policy can be created to ensure that snapshot data is read-only and cannot be modified or deleted within a specified period.</li> <li>* The maximum physical bandwidth of each node reaches 19 TB/hour. The maximum logical bandwidth of each node reaches 45 TB/hour</li> </ul>   |   |  |
| 7 | Professional Services   | * Planning, Design, Implementation including complete installation, data migration and project management  | 1 |  |
| 8 | Training and Skills Transfer  | <ul style="list-style-type: none"> <li>* Production and Dedicated Backup storage</li> <li>* VMware Servers</li> <li>* Data Migration</li> <li>* Backup Server</li> <li>* SAN Switches</li> </ul>   |   |  |

## **C8. EVALUATION PROCESS & CRITERIA**

**The evaluation shall be conducted in three (3) stages as follows.**

1. Stage 1 - Administrative Compliance
2. Stage 2 - Functionality Evaluation
3. Stage 3 - Price and Specific Goals

| STAGE ONE: ADMINISTRATION COMPLIANCE  | Yes | No | Noted | If no, indicate deviation |
|---|-----|----|-------|---------------------------|
| <p><b><i>All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further adjudication.</i></b></p> <p><b>Mandatory Requirements</b></p> <p>Bids will be considered compliant if the following documents have been submitted or condition met (whichever is applicable)</p> <ul style="list-style-type: none"> <li>The bidder must be registered as a vendor on the National Treasury Central Supply Database (CSD), which can be found at <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> in compliance with National Treasury compliance paragraph 4.2 with instruction note 4a of 2016/2017</li> <li>The bidder must be in good standing with SARS <b>prior</b> to the award of the bid. and such information will be verified through Central Supply Database or using SARS e-filing pin, in compliance with National Treasury instruction note 9 of 2017/2018</li> <li>SBD 1 – A completed and duly signed Invitation to bid- A resolution letter <b>MUST</b> be attached as per the requirement of SBD 1.</li> <li>SBD 4 - A completed and duly signed declaration of Interest. Should a conflict of interest not be declared or identified, the bid would be declared non- responsive. NB Bidder must ensure all pages are complete and all questions answered, you are to indicate not applicable (N/A) where appropriate.</li> <li>The bidder must be a certified partner of the Data Centre Hardware Refresh initiatives with the accreditation to provide the proposed solution - Provide a letter from the OEM that confirms partnership and/or accreditation.</li> <li>The bidder must be an accredited approved/certified partner of VMWare - Provide a letter or proof of VMWare partner accreditation.</li> </ul> <p><b>Failure to provide any mandatory information as requested above will result in the submission being deemed nonresponsive.</b></p> |     |    |       |                           |
| 28  |     |    |       |                           |

|  |  |  |  |  |
|--|--|--|--|--|
| <p><b><u>STAGE TWO: FUNCTIONALITY EVALUATION</u></b></p> <p>Responsive bids will be evaluated according to the criteria indicated in C.8.5.2</p>   |  |  |  |  |
| <p><b><u>STAGE THREE: PRICE AND SPECIFIC GOALS</u></b></p> <p>Price evaluation will be performed on bidders who passed stage 1 and 2 above</p>   |  |  |  |  |
| <p><b><u>ADJUDICATION OF BID</u></b></p>   |  |  |  |  |
| <p>The quotation shall be awarded at the sole and absolute discretion of Ithala. Ithala hereby represents that it is not obliged to award this bid to any bidder. Ithala is entitled to <b>retract</b> this bid at any time as from the date of issue. Ithala is not obliged to award this bid to the bidder that bids the lowest.</p> |  |  |  |  |
| <p>A bidder shall be disqualified from bidding if any attempt is made either directly to solicit and/or canvass any information from any employee or agent of Ithala regarding this quotation from the date the offer is submitted until the date of award of the quotation.</p>   |  |  |  |  |

## 2. STAGE TWO: FUNCTIONALITY EVALUATION

Bidders must score 75 points or more to proceed to the next bid evaluation process.

Bidders will be evaluated as per Summary table below.

| Criteria  | Max Points |
|---|------------|
| A. Bidder's Data Centre Hardware Refresh Experience | 50         |
| B. Implementation Plan/ Timelines                   | 35         |
| C. Bidder's Geographical Location                   | 15         |
| <b>Total evaluation points</b>                      | <b>100</b> |
|   |            |

### Evaluation Criteria A: Bidder's Data Centre Hardware Refresh Experience

The bidder is to provide at least a minimum of 3 client reference letters where the bidder has successfully implemented Data Centre Hardware Refresh Solution. A bidder must provide a signed verifiable reference letter for each project completed during the past 10 years.

The reference letters should be on the company letterhead and include the following:

- Name of Client
- Description of project
- Contact details of the referee

| Score | Criteria  |
|-------|---|
| 50    | Four (4) or more reference letters for Data Centre Hardware Refresh solution projects |
| 40    | Three (3) reference letters for Data Centre Hardware Refresh solution projects.       |
| 20    | At least two (2) reference letter for Data Centre Hardware Refresh solution projects. |
| 0     | No customer references provided   |

**Evaluation Criteria C: Implementation Plan/ Timelines**

This item will be measured on relevant project deliverables against expected timeframes, bidders are to provide a detailed project plan to this effect for the following scope of services.

| Score | Criteria  |
|-------|---|
| 35    | Implementation Project Plan indicating clear project deliverables with clear timeframe of between 6 to 8 weeks          |
| 30    | Implementation Project Plan indicating clear project deliverables with clear timeframe between 8 to 12 weeks            |
| 20    | Implementation Project Plan indicating clear project deliverables with clear timeframe between 12 to 16 weeks           |
| 0     | Implementation Project Plan indicating no project deliverables, and/or timeframe exceeding 16 weeks, or No project plan |

**Evaluation Criteria D: Bidder's Geographical Location**

The bidder should ideally have an office in KwaZulu-Natal.

| Score | Criteria   |
|-------|--|
| 15    | Office based in Durban Metro, KwaZulu-Natal      |
| 10    | Office in KwaZulu-Natal (excluding Durban Metro) |
| 0     | No office in KwaZulu-Natal                       |

### Stage 3. Price and Specific Goals

The bidder to complete the table below for the pricing of the proposed solution.

| Item/ Description   | Qty | Once Off | Year 1 | Year 2 | Year 3 | Total |
|---|-----|----------|--------|--------|--------|-------|
| SAN Switches  | 4   |          |        |        |        |       |
| VMWare Hosts  | 8   |          |        |        |        |       |
| Backup Server   | 1   |          |        |        |        |       |
| Production Storage –<br>(Effective Capacity 160TB)<br>E.g.<br>Oceanstor Dorado 3000<br>V6 or equivalent | 2   |          |        |        |        |       |
| Dedicated Backup Storage – (Usable 72 TB)<br>E.g.<br>Huawei<br>OceanProtect X6000 or<br>equivalent      | 1   |          |        |        |        |       |
| Professional Services   | 1   |          |        |        |        |       |
| Managed Services – 36 months  | N/A |          |        |        |        |       |
| Other (please specify)  |     |          |        |        |        |       |
| <b>SUB-TOTAL</b>  |     |          |        |        |        |       |
| <b>VAT</b>  |     |          |        |        |        |       |
| <b>TOTAL AMOUNT (VAT INCLUSIVE)</b>   |     |          |        |        |        |       |



## **C.9 TAX CLEARANCE REQUIREMENT**

### **IT IS A CONDITION OF BIDDING THAT**

- The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his/her tax obligations.
- In bids where Consortia/Joint Ventures/Sub-contractors/Partners are involved, each party must be in compliance with SARS and such information will be verified through central supplier database (CSD).

## C.10 BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

**YES/NO**

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

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

2.2.1 If so, furnish particulars:

.....  
.....

---

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

- 2.2 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 DECLARATIONS**

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

- 
- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal.
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME(PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

.

1 .....

.

2 .....

DATE: .....

**CONTRACT FORM - RENDERING OF SERVICES PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

| DESCRIPTION OF SERVICE | PRICE (ALL APPLICABLE TAXES INCLUDED) | COMPLETION DATE | B-BBEE STATUS LEVEL OF CONTRIBUTION | MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable) |
|------------------------|---------------------------------------|-----------------|-------------------------------------|--|
|                        |                                       |                 |                                     |  |

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1 .....

2 .....

DATE: .....

## SBD 6.1

### C.12 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**

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#### 1. GENERAL CONDITIONS

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

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

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

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) The 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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



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

The maximum points for this tender are allocated as follows:

|   | POINTS |
|---|--------|
| PRICE                                     | 80     |
| SPECIFIC GOALS                            | 20     |
| 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).



4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system)<br>(To be completed by the organ of state) | Number of points claimed (80/20 system)<br>(To be completed by the tenderer) |
|---|--|--|
| ≥51%Black Ownership   | 5  |  |
| ≥51%Women Ownership   | 5  |  |
| ≥51Youth Ownership  | 5  |  |
| ≥51%People living with disability. Ownership                | 5  |  |
| <b>TOTAL POINTS</b>   | <b>20</b>  |  |
|   |  |  |
|   |  |  |

## DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct.
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process.
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the ~~shareholders~~ 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.

|                          |                                     |
|--------------------------|-------------------------------------|
|                          | .....                               |
|                          | <b>SIGNA TURE(S) OF TENDERER(S)</b> |
| <b>SURNAME AND NAME:</b> | .....                               |
| <b>DA TE:</b>            | .....                               |
| <b>ADDRESS:</b>          | .....                               |
|                          | .....                               |
|                          | .....                               |
|                          | .....                               |

### **C.13 DEVIATIONS FROM THE REQUEST FOR PROPOSAL**

Should the bidder desire to make any departures from, or modifications to this Request for Proposal or to qualify its bid in any way, it shall clearly set out its proposals hereunder or alternatively state them in a covering letter attached to its bid and referred to hereunder, failing which the bidder shall be deemed to be unqualified and conform exactly with the requirements of this Request for Proposal.

If no departures or modifications are desired, the Schedule hereunder is to be marked "NIL" and signed by the bidder.

Unless otherwise specified specifically and stipulated in writing, the Contract constitutes the sole memorial of the Contract between the parties and any terms and conditions forming part of the bidder's Bid or other documentation shall not form part of the Contract and shall be of no force or effect.

| <b>PAGE NUMBER</b> | <b>CLAUSE<br/>NUMBER</b> | <b>DEVIATION</b> |
|--------------------|--------------------------|------------------|
|                    |                          |                  |

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**SIGNATURE OF BIDDER**

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**DATE**