

Bid Number : SAWS-319/22

The procurement of High-Performance Computing (HPC) system with storage and Hierarchical Storage Management (HSM) through Outright Purchase and / or Leasing option.

Closing Date and Time: 11h00 on 12 April 2023

Validity Period: 90 days from closing date of bid

BRIEFING SESSION

Date:	N/A
Time:	N/A
Venue:	N/A
Compulsory:	N/A

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX WHICH IS SITUATED AT:
South African Weather Service Eco Glades Block 1B Cnr. Olievenhoutbosch and Ribbon Grass Streets Centurion, 0157

ENQUIRIES:

Any clarification required by a bidder regarding the meaning or interpretation of the document or any aspect concerning the submission is to be requested **in writing** from:

SCM: Acquisition Department South African Weather Service Email: bids@weathersa.co.za

Any enquiries relating to this bid must be submitted on/or before: 3 April 2023

The South African Weather Service (SAWS) will respond to enquiries on/or before: 5 April 2023

Contents

Invitation to Bid	Annexure A
General Conditions of Contract (GCC)	Annexure B
Bidder's Disclosure.....	Annexure C
Preference points claim form in terms of the Preferential Procurement Regulations 2022 ...	Annexure F
Pricing Schedule for outright purchase.....	Annexure G1
Pricing Schedule for leasing option.....	Annexure G2
Specifications / Terms of Reference	Annexure H
POPIA Supplier Notice and Consent form.....	Annexure i
National Industrial Participation Programme (NIPP)	Annexure J

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF SOUTH AFRICAN WEATHER SERVICE

1 SUPPLIER INFORMATION

The following section must be completed by the bidder. Failure to do so may result in the offer being rejected.

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVID (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS CLAIMED]					

<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
<p>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</p>			
<p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p>			

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, 2022, the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract (SCC).
- 1.4 **The successful bidder will be required to fill in and sign a written contract form (SBD7).**
- 1.5 Bidders are advised to initial all pages of their bid.

1.6 Submission of bids

Bidders are required to deposit their response to this bid before the bid closing date and time in the tender box of the South African Weather Service which is situated at:

Eco Glades Block 1B
Cnr. Olievenhoutbosch and Ribbon Grass Streets
Centurion, 0157

Response/s to this bid must be submitted in a sealed envelope with the following information on the outside:

- Bid Number e.g. SAWS-987 / 20
- Closing Date of bid e.g. 5 November 2030
- Name of bidder e.g. XYZ Enterprises
- Contact Person e.g. J. Doe
- Contact number e.g. 012 555 5555

Returnable Documents:

The following documents must be included in the sealed envelope:

- Invitation to Bid: Annexure A
- General Conditions of Contract: Annexure B
- Bidder's Disclosure: Annexure C
- Preference points claim form in terms of the Preferential Procurement Regulations: Annexure F
- Pricing Schedules and Financial Proposal: Annexures G1 and/or G2
- Specifications / Terms of Reference, Annexure H, together with the bidder's response to Annexure H (Technical / Functional Proposal).

- POPIA supplier consent form: Annexure i
- Any other documentation issued with the bid.

Bidders must also include in the sealed envelope a flash disk (memory stick) of all the above documentation.

The South African Weather Service (SAWS) reserves the right to reject a bid should it not be submitted in the prescribed format.

- 1.7 The South African Weather Service (SAWS) is not bound to accept any of the offers submitted and reserves the right to:
- 1.7.1 Reject bids that are not according to Specifications / Terms of Reference;
 - 1.7.2 Reject bids with incomplete standard bidding documents (SBD's);
 - 1.7.3 Request further information from any bidder after the closing date of the bid for clarity purposes;
 - 1.7.4 Conduct site inspection/s to verify the infrastructure of bidders before final selection and award;
 - 1.7.5 Not to award the bid if the bid price is not market related;
 - 1.7.6 Not to award the bid to a bidder whose tax matters have not been declared by the SARS to be in order;
 - 1.7.7 Reject a bid if the bidder has committed a proven corrupt or fraudulent act in competing for any contract;
 - 1.7.8 Conduct reference / background checks on bidders and / or individuals to, among other things, verify information provided by a bidder, confirm a firm's existence and track record, identify its owners and affiliations or verify an individual's educational and professional credentials.
- 1.8 The South African Weather Service may, prior to award of the bid, cancel the bid if:
- 1.8.1 Due to changed circumstances, there is no longer a need for the goods or services requested;
 - 1.8.2 Funds are no longer available to cover the total envisaged expenditure;
 - 1.8.3 No acceptable tenders are received;
 - 1.8.4 Due to material irregularities in the tender process.
- 1.9 Any effort or attempt by a bidder to influence the award decision in any matter may result in the rejection of the bid.
- 1.10 Costs incurred by the bidder in respect of attending any briefing / information / site visit / presentation will be borne by the bidder and the South African Weather Service will not be liable to reimburse such costs incurred by the bidder or his/her representative/s.
- 1.11 Cost incurred by the bidder in preparing and submission of any bid proposal will be borne by the bidder and the South African Weather Service will not be liable to reimburse such costs incurred by the bidder or his/her representative/s.
- 1.12 The South African Weather Service shall on receipt of any proposal relating to this bid become the

owner thereof and shall not be obliged to return any proposal.

- 1.13 The bidders shall indemnify the South African Weather Service against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the South African Weather Service.
- 1.14 The South African Weather Service reserves the right to request a bidders latest audited financial statements prior to the award of the bid in order to ascertain financial stability of the bidder. Failure by a bidder to provide such information upon request may result in the rejection of the bid submitted by the bidder.
- 1.15 Subcontracting: Tenderers or contractors must submit proof of subcontracting between the main tenderer and the subcontractor. Proof of subcontracting arrangement may include a subcontracting agreement between the main tenderer and the subcontractor.
- 1.16 The SAWS reserves the right to request final presentation only to the short listed bidders to the evaluation committee. The shortlisted service providers will be subjected to present their service offering in line with the bid requirements/scope of work. The SAWS might also conduct site visit to ensure the firm existence and validate the firm's proposed capacity/employees and administration office.
- 1.17 The service provider must have duly approved operational premises with the necessary infrastructure to provide services and relevant accreditation by the relevant body. Before the awarding of the tender a due diligence site visit will be carried out at the premises of the service provider.
- 1.18 Supplier Performance Management is viewed by the SAWS as critical component in ensuring value for money acquisition and good supplier relations between the SAWS and all its suppliers. The successful bidders shall upon receipt of written notification of an award, be required to conclude a SLA with the SAWS, which will form an integral part of the supply agreement. The SLA will serve as a tool to measure, monitor and assess the supplier's performance level and ensure effective delivery of service, quality and value-add to SAWS's business. Successful bidders are required to comply with the above condition, and also provide a scorecard on how their product / service offering is being measured to achieve the objectives of this condition.
- 1.19 The SAWS respects your privacy and acknowledge that your submission/s will contain personal details, which may belong to you, others and / or to your company (Personal Information). By sending us your submissions, you expressly give us consent to process and further process the Personal Information contained therein which processing will be done in accordance with POPIA, the SAWS POPIA policy and our standard section 18 informed consent documentation which sets out why we need the Personal Information, what we will do with it, and who we will share it with, which you are to familiarise yourself with by downloading it from our website i.e. www.weathersa.co.za
- 1.20 Unless stated otherwise in this Bid or as mutually agreed upon by both parties prior to award of the Bid, all payments due to creditors for goods delivered / services rendered will be settled within thirty (30) days from receipt of an invoice.

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 the South African Revenue Service (SARS) to enable the South African Weather Service to verify the taxpayer's (Bidder's) profile and tax status.
- 2.3 Application for a 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 Tax Compliance Status (TCS) certificate together with the bid.
- 2.5 In bids where consortia / joint ventures / sub-contractors are involved **each** party must submit a separate TCS certificate / Pin / CSD number.
- 2.6 Where no TCS Pin is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.
- 2.7 No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members persons in the service of the state.
- 2.8 Foreign suppliers with neither South African tax obligations nor history of doing business in South Africa must complete the questionnaire on page 2 and 3 of Annexure A. In instances where a recommendation for award of a bid will be made to a foreign bidder, the South African Weather Service will submit the bidders completed Annexure A bid document to the South African Revenue Service. The South African Revenue Service will then issue a confirmation of tax obligations letter to the South African Weather Service confirming whether or not the foreign entity has tax obligations in South Africa.

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

**PART C
DECLARATION BY BIDDER**

I, in my capacity as
..... hereby declare that I have read and
understood the contents and conditions of this bid and certify that the information furnished is true
and correct. I accept that, in addition to cancellation of a contract, action may be taken against me
should the information provided prove to be false.

Signature:

Date:

Annexure B

General Conditions of Contract

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

☒ The General Conditions of Contract will form part of all bid documents and may not be amended.

☒ Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

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 and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1 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.

Annexure C

Bidder's Disclosure

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.

Full Name	Identity Number	Name of State institution

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.

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, 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 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.
- 3.4 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

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.

arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 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

Annexure F

Preference Points Claim Form in terms of the
Preferential Procurement Regulations 2022

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

- a) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest 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 FOR 80/20	POINTS FOR 90/10
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and SPECIFIC GOALS	100	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 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right)
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status Level of Contributor				
Level 1	10	20		
Level 2	9	18		
Level 3	6	14		
Level 4	5	12		
Level 5	4	8		
Level 6	3	6		
Level 7	2	4		
Level 8	1	2		
Non-compliant contributor	0	0		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

Annexure G1

Pricing Schedule for outright purchase

SBD3.1

NAME OF BIDDER:

1. PRICING SCHEDULE

All prices must be in South African rand value and must be inclusive of VAT.

1.1 The total price quoted must be indicated next to each item below.

<i>Item</i>	<i>Description</i>	<i>Price (VAT Inclusive)</i>
1	The procurement of High-Performance Computing (HPC) system with storage and Hierarchical Storage Management (HSM) through Outright Purchase option	

1.2 Does offer comply with specification?

YES	*NO
-----	-----

* If NO, please specify

1.3 Period required for delivery of above item/s after acceptance of offer:



1.7 Itemised Costing

Itemised cost must be provided to show all the components, hardware, software, and services that are provided by the bidder for each option proposal. (The bidder must supply an individual cost for each component of the solution. Compute, parallel file system, low-cost storage, onsite support etc. for each option proposed by the bidder.)

Description	Year 1	Year 2	Year 3	Year 4	Year 5	Total in Rands
Hardware Costs in Rands						
Software costs in Rands						
Support and Maintenance Costs in Rands						
Onsite support for the HPC solution and parallel file system						
Consulting, deployment, data migration Services						
Training and Certification						
OEM credits						
Total						

1.8 PRICE ADJUSTMENTS

1.8.1 **NON-FIRM PRICES SUBJECT TO ESCALATION**

1.8.1.1 IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

1.8.1.2 IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{D4t}{D4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

1.8.1.3 The following index/indices must be used to calculate your bid price:

Index..... Dated.....	Index..... Dated.....	Index..... Dated.....
Index..... Dated.....	Index..... Dated.....	Index..... Dated.....

1.8.1.4 FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

1.8.2 PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1.8.2.1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

1.8.2.2 Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

Annexure G2

Pricing Schedule for leasing

SBD3.1

NAME OF BIDDER:

1. PRICING SCHEDULE

All prices must be in South African rand value and must be inclusive of VAT.

1.1 The total price quoted must be indicated next to each item below.

<i>Item</i>	<i>Description</i>	<i>Price (VAT Inclusive)</i>
1	The procurement of High-Performance Computing (HPC) system with storage and Hierarchical Storage Management (HSM) through Leasing option	

1.2 Does offer comply with specification?

YES	*NO
-----	-----

* If NO, please specify

1.3 Period required for delivery of above item/s after acceptance of offer:



1.7 Itemised Costing

Itemised cost must be provided to show all the components, hardware, software, and services that are provided by the bidder for each option proposal. (The bidder must supply an individual cost for each component of the solution. Compute, parallel file system, low-cost storage, onsite support etc. for each option proposed by the bidder.)

Description	Year 1	Year 2	Year 3	Year 4	Year 5	Total in Rands
Hardware Costs in Rands						
Software costs in Rands						
Support and Maintenance Costs in Rands						
Onsite support for the HPC solution and parallel file system						
Consulting, deployment, data migration Services						
Training and Certification						
OEM credits						
Total						

1.8 PRICE ADJUSTMENTS

1.8.1 **NON-FIRM PRICES SUBJECT TO ESCALATION**

1.8.1.1 IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

1.8.1.2 IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{D4t}{D4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

1.8.1.3 The following index/indices must be used to calculate your bid price:

Index..... Dated.....	Index..... Dated.....	Index..... Dated.....
Index..... Dated.....	Index..... Dated.....	Index..... Dated.....

1.8.1.4 FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

1.8.2 PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1.8.2.1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

1.8.2.2 Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE



Annexure H

Specifications / Terms of Reference for bids
(For procurement above R500 000-00)

1 DESCRIPTION

The procurement of High-Performance Computing (HPC) system with storage and Hierarchical Storage Management (HSM) through Outright Purchase and/ or Leasing option for the South African Weather Service.

The bidder must quote on any of the two options or on all options.

The Bidder must clearly indicate which option they are bidding on, and clearly indicate which option they are not quoting on. Each option must be clearly quoted on, no bidder should combine any options.

Note: SAWS will not prejudice any bidder for not quoting on all the options, but rather assess affordability.

2 INTRODUCTION

The South African Weather Service (SAWS) is a public entity of the Department of Forestry, Fisheries, and the Environment (DFFE) and derives its mandate from the South African Weather Service Act, Act No 8 of 2001 as amended. The public entity is listed as a Schedule 3A Public Entity in terms of the Public Finance Management Act (PFMA).

SAWS is tasked with providing timely and accurate weather forecasts and scientific data in the field of meteorology to the broader South African society: a combination of both public good and commercial services.

The organisation plays a vital role in the South African public life, not just as a provider of key services, but also in empowering citizens to adapt to the effects of the ever-changing weather and climate.

3 BACKGROUND

The South African Weather Service has been using its current Cray XC30 High Performance Computer and Sonnexion Lustre File storage system for the past 7 (seven) years. The current system has reached its full capacity and end of life. The utilisation of the system has become inadequate for SAWS to perform its operational requirements and needs an urgent replacement. The implementation and configuration of the new HPC is anticipated to be towards the end of September 2023.

The current system runs on an HPE Cray XC30 HPC and Sonnexion system as described below:

CRAY XC30 AC

- 168 nodes: 4032 cores of Intel Ivy Bridge 12-Core 2.4GHz
- 64Gb per node
- Total Peak performance: 47Tflops/s
- PBS job scheduler SDB node

-
- Linux OS (CLE) UP04 5.2
 - Dragon fly interconnect (Aries)

STORAGE SYSTEM SONNEXION C3000

- Storage Capacity 1.7 P
- Lustre file system 2.5.2
- Storage Media 280 disks HDD

4 REQUIREMENT / SCOPE OF WORK**4.1 Technical Requirements (Outright Purchase and/or Leasing Option)**

The goal of this RFP is for bidders to provide SAWS with a minimum of 11200 cores HPC solution. The bidders must propose a solution that is based on x86_64 system with no accelerators. The solution must consist of a minimum of 3PiB storage with 1 PiB (usable) parallel file system with a minimum of 60 GB/s sustained performance and 2 PiB of low-cost disk-based storage managed by hierarchical storage management (HSM) for the ease of use and transparency to the users to the different tiers of storage. HSM must have the ability to offload data to Tape, Cloud, or alternate storage media.

The storage subsystem must be resilient to hardware failures. HSM storage must include software and hardware. The proposed compute nodes for the solution must have a minimum of 2GB/core of memory, 8 memory channels per CPU socket and a minimum of 100Gb/s HPC interconnect. The supplier must provide a workload manager for the solution.

The proposed solution must also include all management nodes with minimum requirements. Two post and pre-processing nodes must also be included with the solution, and they must consist of a minimum of 80 cores per node, 8 memory channels per CPU socket and a minimum of 4GB/core of memory. The proposed solution must use air cooling and conform to minimum of 42U rack. The proposal must also include local base support with local engineers.

Specifications / Terms of Reference for bids: Annexure H



Technical Specifications	Current HPC
Nodes	168 nodes
Cores (24 cores/node)	4032
CPU Speed (TFLOPS)	47
Storage (Petabytes)	1.7

Specifications / Terms of Reference for bids: Annexure H



4.1.1 Technical Specifications (Minimum)

Item No	Technical Requirement	Description	Comply Yes/No	Comments (where necessary provide evidence)
1.	CPU Type	The proposal must consist of x86-64 CPU based system		
2.	Cores	Minimum of 11200 cores for the total compute nodes.		
3.	Memory Channels per CPU socket	8 memory channels per CPU socket		
4.	Storage Capacity	Minimum of 3PiB storage with 1PiB (usable) parallel file system.		
		Minimum of 60 GB/s sustained performance.		
5.	HSM Storage Capacity	2PiB low-cost disk-based storage.		
6.	Compute Node	2GB per Core of memory		
7.	Pre-Post Node	4GB per Core of memory		
8.	Interconnect	Minimum 100Gb/s HPC interconnect		

4.1.2 Compute and management nodes

No	Description	Comply Yes/No	Comments (where necessary provide evidence)
1.	x86_64 CPU based system		
2.	Minimum of 11200 cores for the total compute nodes		
3.	Minimum 2 GB/core of memory for compute nodes.		
4.	8 memory channels per CPU socket		
5.	The proposal must include at least 2 nodes for post and pre-processing with a minimum of 80 cores per node and 4 GB/core of memory.		
6.	All compute nodes should be diskless.		
7.	The proposal must include all management nodes		
8.	The proposal must be an air-cooled system		

Specifications / Terms of Reference for bids: Annexure H



4.1.3 Project Methodology and Deployment Services

No	Description	Comply Yes/No	Comments (where necessary provide evidence)
1.	Solution Design		
2.	Setup and configuration		
3.	Data migration to the new environment		
4.	Bidders must provide an end-to-end solution and solution design, setup and configuration, system migration, software installation, project management, testing and handover		
5.	Bidders must provide detailed project methodology and project plan with detailed timelines and project resources		
6.	Bidders must provide CV(s) of all their Project Teams		

4.1.4 Storage and interconnect

No	Description	Comply Yes/No	Comments
1.	Minimum of 3PiB storage with 1PiB (usable) parallel file system.		
	Minimum of 60GB/s sustained performance		
2.	Minimum 2 PiB low-cost disk-based storage with HSM software and management.		
	HSM software and management and design.		
3.	Minimum 100 Gb/s HPC interconnect		
4.	Bidders shall estimate the maximum time taken to rebuild any RAID device in the event a rebuild is needed		
5.	Bidders must provide the following information aggregated over a compute cycle used in the benchmark <ul style="list-style-type: none"> • storage • inodes • sustained bandwidth I/O rate 		

Specifications / Terms of Reference for bids: Annexure H



6.	The storage subsystems must be resilient to hardware failures. There must not be any single points of failure in the components of the storage subsystem		
7.	It is highly desirable that RAID configurations providing at least dual parity are used. The implementation of the possible RAID configurations must be described in detail, with the benefits of each listed.		
8.	Bidders shall provide details of how software and hardware maintenance can be performed on the storage subsystem in as non-intrusive a manner as possible. This should include details of features that minimize downtime due to firmware/microcode updates, power failures, system crashes etc.		

4.1.5 Benchmark

The formal performance measure used in this procurement option is to run packets of work which need to be completed on two benchmark codes which are mentioned below. Bidders must run the two codes as independent runs, and a parallel run of both codes. The results of the three (3) permutations should be provided in table 4.1.3.7 below as well as for the optimized system design.

The benchmarks are intended to provide performance information of the application on the proposed system. The methodology for this optimized design should be demonstrated as per the requirements below. Suppliers should note that this application would also form the acceptance tests for the facility once a preferred supplier has been identified. Please provide the benchmarks for the above with any relevant system or application configuration information. Suppliers must provide SAWS with source modifications; build scripts, make files, run scripts, output files, important environmental settings, and node description(s). The benchmarks must be performed on hardware, which is similar to what will be delivered as part of the award.

SAWS reserves the right to request that benchmarks be rerun before an award. The results must be reproducible. Where suppliers make use of tools, libraries, or drivers for the benchmark runs that are optimised or customised for their hardware, then that optimised software must be included as part of the proposal.

Specifications / Terms of Reference for bids: Annexure H



Item No	Description of requirements	Comply Yes/No	Comments (where necessary provide evidence)
1.	The bidder may be required to sign a license agreement with the UK Met Office (UKMO) to obtain the benchmark codes for SA4 and SA1.5 domains.		
2.	The bidder will have three (3) weeks from the date of notification of shortlisting:		
a)	to complete and sign all license applications from the UK Met Office (if required);		
b)	to download, build the code, test run and optimise the benchmark models under normal operational conditions;		
c)	to submit complete benchmarking results and supporting documentation as requested under the requirements.		
3.	The benchmarks are comprised of two model configurations running parallel as follows:		
a)	A 4km horizontal resolution over SADC domain, minimum 70 vertical levels and T+72 hours (SA4);		
b)	A variable 1.5 km horizontal resolution over SA domain, minimum 70 vertical levels and T+48 hours (SA1.5).		
4.	Bidders must supply the results of the benchmark runs in electronic form to SAWS together with all changes made to the code and the shell scripts as well as a comprehensive documentation of the system on which the benchmarks were run.		

Specifications / Terms of Reference for bids: Annexure H



5.	Bidders must include with their tender full details of the analytical reasoning that leads from benchmark performance measurements to the optimized system design and operational needs as proposed in response to requirements.		
6.	During Site Acceptance Testing (SAT), it must be possible to re-run the performance benchmark test in the same configuration and obtain bit-identical results.		

Table 4.1.3.7: Overview of Simulations Results

Model Run	Benchmark Results	Optimized HPC Design Results
SA4 Individual Run		
SA1.5 Individual Run		
SA4 and SA1.5 run in parallel		

4.1.6 System Support and Maintenance:

Item No	Description of requirements	Comply Yes/No	Comments (where necessary provide evidence)
1.	System support and maintenance (HW & SW) for five (5) years.		
2.	Hardware Support – 5-year 24x7 Proactive Services (Semi-annual operating-system environment patch analysis, firmware analysis, Annual System Health Check).		

Specifications / Terms of Reference for bids: Annexure H



3.	OS and Software – 5-year 24x7 telephonic support standard.		
4.	Bidders must explicitly undertake to provide, or to arrange provision of, maintenance, spare parts, and on-site support(the Support Service) for the installed hardware and software for a period of Five (5) years to commence after the warranty period.		
5.	Bidders must provide two (2) CV(s) of engineer(s) with at least five (5) years' experience to the solution, the parallel file system and provided software.		
6	CV (s) submitted must be guaranteed by the bidder that they will be same people for the deployment of the solution and the duration of the contract, and that SAWS will be consulted on any changes.		
7.	Bidders must provide 24/7 onsite support for the supplied solution and parallel file system for the duration of five (5) years		
8.	The associated costs for providing the Support Service, must be provided as a separate cost item in the responses, pricing schedule.		

Specifications / Terms of Reference for bids: Annexure H



9.	<p>Bidders must provide a maintenance plan required for the life cycle management of the system. The plan should include:</p> <ul style="list-style-type: none"> • Preventative maintenance schedule • Preventative maintenance procedures • Typical Ad hoc maintenance / failure procedures • Levels of maintenance with procedures and time frames i.e. <ul style="list-style-type: none"> ✓ 1st level fault detection and diagnostic - SAWS ✓ 2nd level escalation - Service provider ✓ 3rd level escalation - Service provider 		
10.	<p>An ad-hoc maintenance Support Service must be SLA driven with a minimum requirement including <i>inter alia</i>:</p> <ul style="list-style-type: none"> • mean time to respond (MTTR) • mean time to repair (MTTRP) • mean time to failures of critical components (MTTF) - Components listed must be provided as per suggested spares list 		
11.	<p>Bidders must provide detailed information on the maintenance facilities available on the system, including <i>inter alia</i></p> <ul style="list-style-type: none"> • system tools (remote log in and diagnostics) • environmental monitoring, warning, and controlsystems • system fault / condition / processes logging • BITE controllers 		

Specifications / Terms of Reference for bids: Annexure H



12.	Bidders must confirm that under normal circumstances, the maximum period of downtime for scheduled maintenance of the System will be three hours during any 168-hour period, up to three times in any twelve months.		
13.	Bidders must confirm that for scheduled maintenance of a Cluster, the maximum period of downtime will be twelve hours during any 24-hour period, up to three times in any twelve months.		
14.	180 hours OEM consulting credits over the period of five (5) years. This is to allow SAWS to access OEM Engineers for any consulting services related to the HPC.		
15.	Availability of onsite Senior HPC specialists (5 years or above in HPC, parallel File System and Linux) 7 days a week 24 hours a day for SAWS over the duration of the contract. CV with certificates must be submitted. Should it be necessary to change the Specialist from the original submission, SAWS should be consulted first.		

4.1.7 System Security

Item No	Description of requirements	Comply Yes/No	Comments (where necessary provide evidence)
1.	A discretionary access control mechanism that restricts access to files based on their ownership must be supported. The standard Unix owner/group/world file protection scheme is considered adequate		
2.	Bidders must indicate what authentication and access control schemes are utilized.		
3.	Bidders shall state whether the System supports any stack-execution-disable facilities, and if so, provide details of the configurability of that feature.		

Specifications / Terms of Reference for bids: Annexure H



4.	Bidders shall describe the methodology they will follow to inform SAWS about potential security vulnerabilities in the system software, e.g., mailing list services.		
5.	<p>Bidders shall describe their methodology for providing security fixes at the time of notification in the system software by the Bidders software support organization.</p> <p>The Bidders will supply pre-built security fixes against all intermediate fix levels of relevant software, or only for major releases, or only for the latest release level.</p>		

4.1.8 Floor Space, Electricity Consumption and Cooling

1.	<p>SAWS's site infrastructure (floor space, electrical and cooling infrastructure) may be a constraint on this installation of and any future System upgrades.</p> <p>The proposed system design, dimensions, weight, power, and cooling requirements must be provided for the supplied solution. Bidders must indicate where performance from the prequalification submission remains unchanged.</p>		
2.	<p>Bidders must give details of any air -cooling requirements for the proposed system, including a modification and special requirements that will be needed to address the specific requirements.</p> <p>Note: Any upgrades to the electrical and cooling system will be for SAWS account. Bidders may be required to participate in the design and sign off any alterations to ensure compliance with the system requirements.</p>		
3.	Bidders are requested to provide information on the power quality susceptibility of the HPC and the required protective systems i.e., power conditioning, UPS power, generator power etc.		

Specifications / Terms of Reference for bids: Annexure H



4.	Bidders will be required to ensure the main power and backup power to the HPC is connected and meets the complete system requirements.		
5.	<p>Bidders are requested to highlight any aspects of their tendered solution, including:</p> <ul style="list-style-type: none"> • Manufacturing and disposal practices that minimise its environmental impact. • Maximizing energy efficiency. 		

4.1.9 Training Plan and Documentation

Item No	Description of requirements	Comply Yes/No	Comments (where necessary provide evidence)
1.	Bidders must provide classroom training with certification on the supplied solution hardware and parallel file system software for a minimum of 2 SAWS Engineers. This must include a full and a detailed Training Plan.		
2.	All manuals and other user documentation must be available in the English language.		
3.	Bidders shall state what additional documentation is available (such as whitepapers, future development plans, system obsolesce planning etc.).		
4.	Bidders must provide Data sheets for all products.		

Specifications / Terms of Reference for bids: Annexure H



4.1.10 Technical Experience and References

Item No	Description of requirements	Comply Yes/No	Comments (where necessary provide evidence)
1.	<p>The supplier must provide at least 2 contactable reference site/s where a similar solution has been implemented. This must include the same level of complexity on compute, parallel filesystems, high speed networking and associated software as indicated in the scope of work.</p> <p>SAWS reserves the right to conduct due diligence on references provided. If suppliers are using OEM reference site(s), supplier must submit a letter from OEM confirming their ability and support in implementing similar solutions as per their reference.</p>		

4.1.11 Software Requirements

SAWS is committed to maintaining the portability of the UM as supplied by the UK Met Office. As a result, SAWS prefers not to use vendor specific language extensions or run-time libraries unless very significant performance gains can be achieved. The main programming language for meteorological applications is FORTRAN 90, although some features of FORTRAN 95 and 2003 are used as well. Increasingly, both C and C++ are used for development of new supporting applications.

Requirement	Comply Yes / No	Supporting Evidence
1. The operating system(s) must be based on Linux (Preferable Open source with scientific extensions.)		
2. A job scheduler must be supported by the OEM		

Specifications / Terms of Reference for bids: Annexure H



<p>3. It is desirable that the software licenses that are provided within the service contract are right-to-use licenses for an unlimited number of concurrent users. Bidders shall provide details (such as restrictions on use and the cost structure) of any licenses relating to the Works.</p> <p>To avoid any doubt, the service contract price must include the cost of all software licenses required.</p>		
<p>4. Software installation tools must be provided that facilitate the installation of patches, intermediate updates, and major upgrades. These tools should also provide good visibility of installed software, down to the level of individual components, and allow the easy removal of software that is no longer required.</p>		

Specifications / Terms of Reference for bids: Annexure H



<p>Bidders shall provide the software and support for the mandatory software detailed below. The licenses and cost implications must be provided separately.</p> <p>The support shall include, but not be limited to, errata and security patches, and upgrades/replacement software to ensure all software is not end-of-life and not obsolete:</p> <ul style="list-style-type: none"> • The system shall support the languages C, C++ Fortran 77, Fortran 90/95, Fortran 200x, Java and Python on the compute partition. It is highly desirable to provide multiple compilation environments. While it is mandatory that the machine include the GNU compilers, these cannot be considered as the primary optimizing suite. • The system shall include optimized versions of libm, szip, zlib, szlib, libgsl, FFTW, BLAS1-3, LAPACK/ScaLAPACK, HDF4/5, pHDF5, and netCDF (Fortran, C and pnetCDF), Perl, Git, Anaconda, rttov, crtm, NCL, libpng, Jasper. • Supplier should support the installation of other MPI implementations. • The supplier must provide an Intel-Parallel studio (2017 and the latest version and license) for 5 years with maintenance and support. 		
<p>1. The software stack should comprise of at least the following elements:</p>		

Specifications / Terms of Reference for bids: Annexure H



<ul style="list-style-type: none"> • Operating System (Linux). • wgrib, wgrib2: https://www.cpc.ncep.noaa.gov/products/wesley/wgrib.html https://www.cpc.ncep.noaa.gov/products/wesley/wgrib2/compile_questions.html • Climate Data Operator (grib1/2 and netCDF compatible) - https://code.mpimet.mpg.de/projects/cdo • R software - https://www.r-project.org/ • ecCodes (ECMWF software) - https://confluence.ecmwf.int/display/ECC • GrADS/OpenGrADS - http://cola.gmu.edu/grads/downloads.php • FCM - https://www.metoffice.gov.uk/research/weather/weather-science-it/fcm • Rose - https://github.com/metomi/rose/ • Cylc – https://cylc.github.io/ • ESMF (Earth System Modelling Framework) - https://earthsystemmodeling.org/download/ • Delft3D (Deltares – https://oss.deltares.nl/web/delft3d) • bilingrb, ggrib, grbpoint.pl, g2ctl.pl, copygb, cnvgrib, dos2unix, unix2dos, ndate, uuencode 		
<p>2. It is desirable that new versions of system level software can be installed, and subsequently introduced into operation without System-wide interruption to normal service. Bidders shall describe how this can be achieved</p>		
<p>3. Whenever new versions of system-level software (including firmware, compilers, and libraries) are released, a minimum of 12 (twelve) months' support of release being superseded must be provided.</p> <p>This must be applicable for the duration of the contract, including the maintenance period.</p>		

Specifications / Terms of Reference for bids: Annexure H



4.	The compilers and corresponding run-time libraries provided must be the same as those used to demonstrate the performance benchmark.		
5.	Bidders shall indicate to what degree applications can be written in a mixture of Fortran, C and C++. Information on any restrictions on the concurrent use of the I/O libraries of more than one language from within a single application shall also be given.		
6.	Using MPI, it must be possible to execute a single program that is distributed across all the application nodes in the Cluster.		
7.	Bidders shall state whether compilers and linkers exist that execute on platforms other than the System but produce binary code identical to that produced by the native compilers. If so, a list shall be given of the platforms on which such cross-platform tools are supported.		
8.	Bidders shall provide information on any high-performance libraries for mathematical functions that are provided with the System. Information should include comparisons with the standard libraries in terms of timings and accuracy.		
9.	It is highly desirable that any libraries that are required for the effective use of the System give results reproducible at the bit level even when the number of processors used by the application is changed.		
10.	An interactive source level debugger must be provided that can give application developers access to information necessary for quick and effective debugging of a single application written in Fortran, C and C++ and executing over multiple nodes using a mixture of MPI and OpenMP.		
11.	Bidders shall state whether it is necessary to recompile the source code with special switches for the source level debugger to work and give an estimate of any overhead that would occur running in this way.		

Specifications / Terms of Reference for bids: Annexure H



<p>12. Bidders shall describe any message-passing trace-generating software that is available for the System and whether this can be used with programs using OpenMP.</p>		
<p>13. Whenever a process using a mixture of MPI and OpenMP terminates abnormally, a meaningful description of the cause of the termination together with trace-back information must be given automatically.</p> <p>Bidders shall state whether it is necessary to recompile the source code with special switches, or to enable special run-time traps to get trace-back information on process failure and give an estimate of any overhead that would occur running in this way.</p>		
<p>14. It is desirable that a code performance profiler which gives information at the source line level and loop level is provided. Bidders shall state whether it is necessary to recompile the source code with special switches to use the profiler and give an estimate of any overhead that would occur running in this way.</p>		
<p>15. It is desirable that for an application using a mixture of MPI and OpenMP, tools are provided that are capable of reporting information generated by a hardware performance monitor. It should be possible to gather information at a varying degree of granularity within the application.</p>		
<p>16. Whenever new versions of compilers, libraries or runtimes are delivered and installed, it must be possible for users to continue to access and use previous versions. Bidders shall describe how this can be achieved.</p>		
<p>17. The following 4-step operation must be able to be completed on the Cluster within 12 hours:</p> <ul style="list-style-type: none"> a) shut down the operating system. b) boot a new version of the operating system and commence normal batch service. c) shut down this new version of the operating system. 		

Specifications / Terms of Reference for bids: Annexure H



<p>d) boot the original version of the operating system and commence normal batch service.</p> <p>Bidders shall describe how this can be achieved.</p>		
<p>18. For each type of file system, Bidders shall estimate the amount of time required to mount on all nodes of an otherwise idle Subsystem, five file systems of that type, under the assumption that each such file system was cleanly un-mounted.</p>		

5 EVALUATION PROCESS

By responding to this bid bidders confirm that it has the requisite experience, skills and resources to deliver on the scope defined in the bid.

For bidders to demonstrate that their bid complies with the requirements under sections 4.1.1 to 4.1.11 bidders are required to submit the following with their bid.

- Technical Data Sheet of the manufacturer of the product supplied.
- Detail Specification of the product supplied.
- Any information the supplier might feel is relevant.
- Valid Original Equipment Manufacturer (OEM) Partner Accreditation for the supplied solution.

5.1 Administrative Compliance requirements

Bids received will be verified for completeness and correctness. SAWS reserves the right to accept or reject a bid based on the completeness and correctness of the documentation and information provided. The complete set of bid documents must be completed and submitted.

Bidders are to ensure that they submit the following documentation / information with their bid.

Specifications / Terms of Reference for bids: Annexure H



Document	Comments	Compulsory requirement
Proof of registration on the Central Supplier Database (CSD) of National Treasury	Bidders must be registered on the CSD. CSD registration number must be provided.	Yes
SBD 3.3 (Pricing Schedules to be completed for Outright Purchase and/or Leasing	Completed and submitted	Yes
SBD 4 (Bidder's Declaration)	Completed and signed	Yes
SBD 5 (National Industrial Participation Programme)	Completed and signed	Yes
SBD 6.1 (Preference Points Claim Form)	Completed and signed	Yes
SARS (South African Revenue Service) Tax Compliant	Bidders tax matters must be in order	Yes
BBBEE Certificate	Valid and compliant original B-BBEE and/or certified copies of Sworn Affidavit must be submitted for any points claimed	No

5.2 Mandatory Technical requirements

The following Technical Requirements, which are mandatory, must be complied with by the bidder. Please note that bidders will not be evaluated further if they do not provide evidence confirming compliance with any of the specified mandatory requirements.

	Mandatory technical requirements	Evidence to be submitted with bid
Scope of Work	Comply with section 4.1.1 to 4.1.11	The bidder must supply a detailed technical solution, technical specifications, and data sheet of the proposed solution, as well as detail specifications on each product offering.
Accreditation	A valid Original Equipment Manufacturer (OEM) Accreditation	A valid OEM accreditation Certificate valid for 2023.
HPC References	Minimum of 2(two) HPC implementation and support from similar industry (weather & Climate) references	The bidder must supply a letter from similar industry HPC reference sites on the letterhead of the client where the solution was successfully

Specifications / Terms of Reference for bids: Annexure H



		implemented which includes compute, parallel filesystem, high speed networking and associated software. Non HPC reference sites will not be considered.
Local Onsite Support	Experience of support staff	The bidder must provide a CV of at least two Senior Support Engineers with a minimum of 5 years' experience in HPC, Parallel File system, HPC applications and Linux Operating System that will perform local onsite installation and configuration of the system. The technical submission for this part of the work should include a summary of the experience, qualifications, and expertise of the engineers. The bidder must guarantee that the level of experience and expertise as proposed with regards to the Engineers are maintained throughout the project, and the duration of the project. Should it be necessary to change the engineers from the original submission, this should be done in consultation with SAWS.
Training	Skills development plan for local Engineers	The bidders must provide a detailed skills development plan for at least 2 x SAWS engineers and 2 x local engineers in HPC, Parallel file system and Linux, with OEM certification.

Bidders who do not comply with the mandatory technical requirements of the bid will not be considered for further evaluation.

5.3 System and technical experience evaluation for the replacement option

Bidders must score a minimum of 70% in the criteria defined below to be considered for financial evaluation.

Qualification Criteria			Evaluation		
No	Subject	Requirement	Support documentation	Breakdown	Max Score
1	Benchmark	3 simulation results *	Electronic results Section 4, subsection 4.1.5, Table 4.1.3.7	30 = performance better than SAWS benchmark results 20 = performance equal to SAWS benchmark results 10 = performance 10 % less than SAWS benchmark results 0 = performance 11% or more, less than SAWS benchmark results	30
2	System Support and maintenance	Maintenance period with SLA driven performance for no less than 5 years to comply with functional requirements as per SOW	Section 4, subsection 4.1.6	30 = 90% compliance or more of requirements 15 = 80 - 89% compliance to requirements 0 = less than 80% compliance to requirements	30
3	Project Methodology, Deployment Services, Data Migration Services	System design, manufacturing, supply, and commissioning to comply with functional requirements as per SOW	Section 4, subsection 4.1.3	30 = plan meets SAWS milestones 20 = milestones amended, but acceptable 0 = milestones amended, but NOT acceptable	30
4	System resource requirements – System Power	System power requirements to comply with functional requirements as per SOW **	Section 4, subsection 4.1.8	20 = lowest submitted resources required 10 = resources submitted between 10 and 15% of lowest submitted 6 = resources submitted greater than 15% of lowest submitted	20

Specifications / Terms of Reference for bids: Annexure H



5	System resource requirements – Cooling requirements	System cooling requirements to comply with functional requirements as per SOW **	Section 4, subsection 4.1.8	20 = lowest submitted cooling resources required 10 = cooling resources submitted between 10 and 15% of lowest submitted 6 = resources submitted greater than 15% of lowest submitted	20
6	System resource requirements – Floor space requirements	System space requirements to comply with functional requirements as per SOW **	Section 4, subsection 4.1.8	20 = lowest submitted resources required 10 = resources submitted between 10 and 15% of lowest submitted 6 = resources submitted greater than 15% of lowest submitted	20
7	Training Plan, Security and Documentation	System documentation, system Security, System training to be provided as per functional requirements as per SOW	Section 4, subsection 4.1.7 and 4.1.9	20 = good training plan, security plan and documentation 10 = adequate training plan, security plan and documentation 0 = Poor training plan, security plan and documentation	20
8	Technical experience	Submission of similar projects completed within the last 7 years (including current projects)	Reference letter(s) from similar industry customers where a similar solution has been implemented. This must include the same level of complexity on compute, parallel filesystems, high speed networking and associated software as indicated in the scope of work. Contact detail and proof of at least 1 signed off project. Section 4, subsection 4.1.10	20 = More than 2 references 10 = 2 references 0 = None or less than 2 references	20

Specifications / Terms of Reference for bids: Annexure H



9	OEM Partnership accreditation	Submission of OEM Partnership Accreditation for the implementation of similar HPC solution	Section 4.1.10 If suppliers are using OEM reference site(s) ,supplier must submit a letter from OEM confirming their ability and support in implementing similar solutions as per their reference.	10 = OEM Partnership Accreditation confirmation letter 0 = None or no OEM partnership accreditation confirmation letter	10
Total					200

Bidders who score 70% and more will qualify for further evaluation in terms of Price and Specific Goals.

SPECIFICATIONS / TERMS OF REFERENCE: ANNEXURE H

Evaluation Notes:

* Benchmarking evaluation for the replacement:

The benchmark scenarios for the machine will be evaluated as follows:

UM Model Run	Benchmark Results (minutes)
SA4 Individual Run	$\frac{SAWS\ results}{Bidders\ results} = X_{SA4}$
SA1.5 Individual Run	$\frac{SAWS\ results}{Bidders\ results} = Y_{SA1.5}$
SA4 and SA1.5 run in parallel	$\frac{SAWS\ results}{Bidders\ results} = Z_{SAP}$

** Resource requirement evaluation:

Resource	Evaluation	Bidders results to be averaged across all three resources for evaluation
Power	$\frac{\text{lowest submitted power usage}}{\text{bidders power usage}}$	
Cooling	$\frac{\text{lowest submitted cooling requirement}}{\text{bidders cooling requirement}}$	
Space	$\frac{\text{lowest submitted space usage}}{\text{bidders space requirement}}$	

SPECIFICATIONS / TERMS OF REFERENCE: ANNEXURE H

5.4 PRICE AND SPECIFIC GOALS EVALUATION

Bidders who comply with the requirements of this bid will be evaluated according to the preference point scoring system as determined in the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, Act No 5 of 2000.

The following preference point systems are applicable to all bids:

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

Either the 80/20 or 90/10 preference point system will be applicable to this tender. The lowest acceptable tender will determine whether the 80/20 or 90/10 preference point system will be used in the calculation of points.

Points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific Goals (Refer to Annexure F: Preference Points Claim Form).

The maximum points for this bid are allocated as follows:

	Points for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)	Points for requirements with a Rand value above R50 000 000 (all applicable taxes included)
PRICE	80	90
SPECIFIC GOALS (Refer to Annexure F: Preference Points Claim Form)	20	10
Total points for Price and Specific Goals	100	100

Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000 (Act no 5 of 2000), the tender will be awarded to the tenderer scoring the highest points.

SPECIFICATIONS / TERMS OF REFERENCE: ANNEXURE H
6 PRICING SCHEDULE (Refer to Annexures G1 and G2)

The following pricing schedule is mandatory for evaluation and each option must be costed separately, that is, bidders must provide pricing options for Outright Purchase and/or Leasing.

Itemised cost must be provided to show all the components, hardware, software, and services that are provided by the bidder for each option proposal. (The bidder must supply an individual cost for each component of the solution. Compute, parallel file system, low-cost storage, onsite support etc. for each option proposed by the bidder.)

Description	Year 1	Year 2	Year 3	Year 4	Year 5	Total in Rands
Hardware Costs in Rands						
Software costs in Rands						
Support and Maintenance Costs in Rands						
Onsite support for the HPC solution and parallel file system						
Consulting, deployment, data migration Services						
Training and Certification						
OEM credits						
Total						

7 DUE DILIGENCE

The South African Weather Service reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include but is not limited to site visits, reference checks and requests for additional information.

8 SPECIAL CONDITIONS OF CONTRACT

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

of Contract, the Special Conditions of the Contract prevail.

SAWS reserves the right award for either the Outright Purchase or Leasing Pricing Option based on organisations needs at time of award which may include financial viability of SAWS.

8.1 Delivery

Where an on-premise solution is offered the HPC will be installed at the South African Weather Service Head Office which is situated at Eco Glades block 1b, Eco Park, Centurion or at a data centre within the Pretoria, Midrand / Johannesburg area as mutually agreed upon in writing by both parties.

Annexure I

POPIA : Supplier Notice and Consent Form



POPIA: SUPPLIER NOTICE AND CONSENT FORM

I confirm that I am duly authorised to sign this consent form.

Name (Print)

Capacity

Signature

Name of Firm

Date



(Hereinafter referred to as “the **Data Subject** “)

A company/organization duly incorporated under the laws of Republic of South Africa, having its
main place of business

at....., with

registration number:.....

Preparatory Statement

Whereas the “**Data Subject**” is in agreement with the contents of this Notice and Consent Form and grants SAWS permission to process certain confidential/personal information, for purposes of

whereas the “**Data Subject**” is considering making an offer (the “**Offer**”) to SAWS on a solicited Bid/Tender/RFQ/RFP/RFI, subject to conducting due diligence, as a result of which certain confidential/personal information of the Data Subject may be disclosed to SAWS.

The Data Subject hereby gives consent to the following:

1. Purposes

SAWS will process, including collect, your personal information (as set out in point 2 below) for the following purposes:

- a) strategic sourcing;
- b) procurement;
- c) contract management;
- d) supplier management;
- e) invoice management;
- f) payments;
- g) debt recovery;
- h) fraud prevention; and
- i) supplier discovery.

The provision of personal information is voluntary. However, if you do not provide your personal information, we may not be able to perform the above-mentioned purpose/s.

2. Legal basis for the processing

We process your personal information on the basis that (i) processing information is necessary for pursuing our legitimate interests (according to section 11(1) of the Protection of Personal Information Act, No. 4 of 2013 (“POPIA”)), which lies in achieving the purposes as set out in point 1 above, (ii) processing is necessary to carry out actions for the conclusion or performance of “supply chain management functions” for which you are party (according to section 11(1)(b) of POPIA), or (iii) processing complies with an obligation imposed by law on us (according to section 11(1)(c) of POPIA).

We process the following personal information (for specific natural or juristic person and can be used to identify you or that person):

POPIA: SUPPLIER NOTICE AND CONSENT FORM

- a) Master data
- Name
 - Addresses
 - Contact numbers
 - Email address
 - Other contact details of the supplier
 - Supplier primary contact person's name and contact information
 - Job position and role / qualifications
 - Partner roles of the suppliers needed for invoicing and ordering
 - Identification / company registration number
 - BBBEE status
 - Central Supplier Database number
- b) Accounting and payment information
- VAT & Income tax numbers
 - Tax clearance pin
 - Bank details
 - Bank account type and number
 - Name of the account holder
 - Attachment of confirmation documents
 - Terms of payment
 - Accounting correspondence
- c) Supplier classification
- Category
 - Vendor portfolio
 - Product categories
 - Main product category
 - Additional product categories
 - Vendor category.
- d) Declared conflict or potential conflict of interest
- e) Information on goods and/or services offered by supplier
- quantity and quality of offered goods and/or services
 - other commercial terms of the offer
- f) Contract information
- commercial terms of the contract
 - legal terms of the contract
 - any other contractual documentation
 - information about contract performance and instances of non-performance

3. Retention periods

Your personal information will only be kept for as long as we reasonably consider necessary for achieving the purposes set out in point 1 above and as is permissible under applicable laws. We will, in any case, retain your personal information for as long as there are statutory retention obligations or potential legal claims are not yet time barred.

4. Law enforcement

We may disclose personal information if required:

- by a subpoena or court order;
- to comply with any law;
- to protect the safety of any individual or the public; and
- to prevent violation of our supplier relation terms.

5. Regulators

We may disclose your personal information as required by law or governmental audit.

6. Sharing

We may share your personal information with:

- other divisions or public entities within the South African Government as the South African Weather Service (SAWS) is a Section 3(a) public entity under the Ministry of Environmental Affairs and is governed by a Board, so as to provide joint content and services like registration, for transactions and customer support, to help detect and prevent potentially illegal acts and violations of our policies, and to guide decisions about our products, services;
- an affiliate, in which case we will seek to require the affiliates to honor this privacy notice;
- our goods or services providers under contract who help provide certain goods or services or help with parts of our business operations, including fraud prevention, bill collection, marketing,
- technology services (our contracts dictate that these goods or services providers only use your information in connection with the goods or services they supply or services they perform for the SAWS and not for their own benefit);
- credit bureaus to report account information, as permitted by law;
- banking partners as required by credit card association rules for inclusion on their list of terminated merchants (in the event that you utilize the services to receive payments and you meet their criteria); and
- other third parties who provide us with relevant services, where appropriate.

7. Suppliers rights

Under applicable law, you have, among others, the rights (under the conditions set out in applicable law): (i) to check whether and what kind of personal data we hold about you and to request access to and the right to rectify the information collected (ii) in certain circumstances, to object to the processing of personal information, in the prescribed manner, on reasonable grounds relating to your particular situation, unless legislation provides for such processing or to object for the purposes of direct marketing; or (iii) to lodge a

POPIA: SUPPLIER NOTICE AND CONSENT FORM

complaint with the Information Regulator. The address of the Information Regulator is 33 Hoofd Street Forum III, 3rd Floor Braampark, Braamfontein, Johannesburg.

8. Your obligations

You may only send us your own personal information or the information of another data subject where you have their permission to do so.

9. Security

We take the security of personal information very seriously and always do our best to comply with applicable data protection laws. Our website is hosted in a secure server environment that uses a firewall and other advanced security measures to prevent interference or access from outside intruders. We authorize access to personal information only for those employees who require it to fulfil their job responsibilities. We implement disaster recovery procedures where appropriate.

10. Data Storage

We will try to keep the personal information we collect as accurate, complete, and up to date as is necessary for the purposes defined in this notice. Please note that to better protect you and safeguard your personal information, please inform us of any required corrections to your personal information.

11. Limitation

We are not responsible for, give no warranties, nor make any representations in respect of the privacy policies/notices or practices of any third parties.

12 Enquiries

If you have any questions or concerns arising from this notice and consent form or the way in which we handle personal information, please contact the South African Weather Service Deputy Information Officer:

HEAD OFFICE

Eco Glades block 1b, Eco Park,
Cnr Olievenhoutbosch and Ribbon Grass Streets,
Centurion, 0157
Private Bag X097
Pretoria 0001
+27 12 367 6000
Email for Head Office: CRS@weathersa.co.za

Annexure J

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million. or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million. or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million. or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

-
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Bid / contract number.
 - Description of the goods, works or services.
 - Date on which the contract was accepted.
 - Name, address and contact details of the government institution.
 - Value of the contract.
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr

Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;
- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number	Closing date:.....
Name of bidder.....	
Postal address	
.....	
Signature.....	Name (in print).....
Date.....	