



the dtic

Department:
Trade, Industry and Competition
REPUBLIC OF SOUTH AFRICA

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

The Manager

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.....

Sir/Madam

SERVICE: BID dtic 03/22-23: RENEWAL OF THE SOLARWINDS NETWORK MONITORING SOLUTION LICENSES WITH MAINTENANCE AND SUPPORT FOR A PERIOD OF THREE (3) YEARS.

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

- The conditions contained in the attached documents apply.
- The tender must be submitted in a sealed envelope with the **name and address of the tenderer with the tender number and closing date indicated on the envelope**. If the two envelope system is required in the Terms of Reference the same action must be followed on both envelopes. The cover or envelope must not contain documents relating to any tender other than that shown on the cover or envelope.
- ***Tenders submitted per mail must be sent per registered mail. The tender must still reach this office before the closing time. Failure to do so will invalidate the bid.***
- The closing date of the tender will be at **11h00 on 29 JULY 2022** and will be valid for a period of **120 days** after closing date (up to and including 26 November 2022).
- The attached forms/documents, if completed in detail and returned, will form part of your tender.
- **All communication regarding this tender must be done in writing.**

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

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

Yours faithfully



.....
DEPUTY DIRECTOR: TENDERS

DATE: 4 / 7 /2022

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

PLEASE TAKE NOTE:

TENDER NO: dtic 03/22-23

CLOSING TIME: 11:00

CLOSING DATE: 29 JULY 2022

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

BID dtic 03/22-23: RENEWAL OF THE SOLARWINDS NETWORK MONITORING SOLUTION LICENSES WITH MAINTENANCE AND SUPPORT FOR A PERIOD OF THREE (3) YEARS.

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

BID DOCUMENTS MUST BE POSTED TO:
Department of Trade, Industry and Competition
Private Bag x 84
PRETORIA
0001
FOR ATTENTION: ERICA DENNIS (Block B)

OR

HAND DELIVERED BIDS / BIDS SENT BY COURIER:

THE BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX WHICH IS IDENTIFIED AS THE BID BOX OF THE DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION, 77 MEINTJIES STREET, BLOCK B, GROUND FLOOR, RECEPTION, SUNNYSIDE, PRETORIA

	NELSON MANDELA DRIVE		
	ROBERT SOBUKWE STREET	DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION X Bid box	FRANCIS BAARD STREET
	MEINTJIES STREET		

THE BID BOX OF THE DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION IS OPEN 24 HOURS A DAY, SEVEN DAYS A WEEK

Bidders must ensure that bids are delivered to the correct address. If the bid is late, it will not be accepted for consideration.

SUBMIT ALL BIDS ON THE ORIGINAL FORMS - DO NOT RETYPE

BIDS BY TELEGRAM, FACSIMILE OR OTHER SIMILAR APPARATUS WILL NOT BE ACCEPTED FOR CONSIDERATION

CHECKLIST FOR BIDDERS

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

BID REQUIREMENT	REFERENCE	YES / NO
<p>Bidders must ensure that they are registered on the Central Supplier Database of the National Treasury as this is compulsory with effect of 1 April 2016 for bidders to be considered for bids.</p> <p>Are you registered on the Central Supplier Database of National Treasury.</p>	<p>Par. 3.2 of National Treasury's SCM Instruction no 4A of 2016/2017</p>	
<p>Bidders must ensure that their tax matters are in order in line with the Treasury Regulations and reflect accordingly on the CSD.</p> <p>Bidder's who's tax matters are not declared to be in order will automatically be disqualified.</p> <p>Are your tax matters in order?</p>	<p>Treasury Regulation 16 A9.1.(d).</p>	
<p>Completed and signed the SBD 1 form submitted.</p>	<p>SBD 1 (Invitation to bid)</p>	
<p>Completed SBD 3.2 Pricing Schedule.</p> <p>Must be included in the financial proposal only.</p>	<p>SBD 3.2 (Pricing Schedule)</p>	
<p>Submitted your bid as a TWO-ENVELOPE / FILE SYSTEM.</p> <p><u>NO</u> pricing may be included in your functional proposal. Pricing must only be included in your <u>financial</u> proposal</p> <p>Failure to comply herewith will automatically invalidate your bid.</p>	<p>Paragraph 11 of the ToR</p>	
<p>Completed and signed the SBD 4 form</p>	<p>SBD 4 (Bidders Disclosure)</p>	
<p>Completed and signed the SBD 6.1 form.</p> <p>No points will be adjudicated if certificates or affidavits are not in line with the prescripts.</p>	<p>SBD 6.1 (Preference Points Claim)</p>	

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF TRADE INDUSTRY AND COMPETITION (the dtic)					
BID NUMBER:	dtic 03/22-23		CLOSING DATE:	29 JULY 2022	
			CLOSING TIME:	11:00 am	
DESCRIPTION	RENEWAL OF THE SOLARWINDS NETWORK MONITORING SOLUTION LICENSES WITH MAINTENANCE AND SUPPORT FOR A PERIOD OF THREE (3) YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
THE DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION (the dtic)					
77 MEINTJIES STREET, BLOCK B, GROUND FLOOR, RECEPTION, SUNNYSIDE, PRETORIA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. Erica Dennis		CONTACT PERSON	Mr. Sifiso Nkambule	
TELEPHONE NUMBER			TELEPHONE NUMBER		
E-MAIL ADDRESS	EDennis@thedtic.gov.za		E-MAIL ADDRESS	SNKambule@thedtic.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
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 AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7) AND SLA.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:.....

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

NAME AND SURNAME:.....

DATE:

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

2. Application

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

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

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

**8. Inspections,
tests and
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

16. Payment

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

- 17. Prices** 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments** 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment** 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts** 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance** 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

- | | |
|--|--|
| 32. Taxes and duties | <p>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.</p> <p>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.</p> <p>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.</p> |
| 33. National Industrial Participation (NIP) Programme | <p>33.1 The NIP Programme administered by the Department of Trade, Industry and Competition shall be applicable to all contracts that are subject to the NIP obligation.</p> |
| 34 Prohibition of Restrictive practices | <p>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).</p> <p>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.</p> <p>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.</p> |

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NB! PRICING WILL ONLY BE ACCEPTED ON THIS DOCUMENT (SBD 3.2) WHICH MUST BE COMPLETED IN FULL. NO OTHER PRICE FORMAT WILL BE ACCEPTED AND FAILURE TO COMPLY HEREWITH WILL INVALIDATE YOUR BID.

Name of Bidder.....	Bid number: dtic 03/22-23
Closing Time 11:00	Closing date: 29 July 2022

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

ITEM NO.	DESCRIPTION	BID PRICE IN RSA CURRENCY *(ALL APPLICABLE TAXES INCLUDED)
1.	<u>TOTAL CEILING PRICE:</u> Renewal of the Solarwinds Network Monitoring Solution with Maintenance and Support for a period of 3 years in line with the Terms of Reference and inclusive of *all applicable taxes.	R_____ (Total A+B)
2.	<u>Breakdown of Prices:</u>	
A.	<u>All-inclusive</u> price for Renewal of Solarwinds <u>Licenses:</u>	
		R_____ (Year 1)
		R_____ (Year 2)
		R_____ (Year 3)
		R_____ TOTAL A (incl VAT)
NB !! The Exchange Rate of 1USD = R16 is used for <u>comparison purposes only</u> . This is to ensure that bids are evaluated equally on price during the tendering stage. Please complete item 3.1 below		
B.	<u>All-inclusive</u> price for Solarwinds <u>Maintenance and Support:</u>	
		R_____ (Year 1)
		R_____ (Year 2)
		R_____ (Year 3)
		R_____ TOTAL B (incl VAT)

- Required by:	the dtic
- At:	77 Meintjies Street, Sunnyside, Pretoria
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)?	YES / NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery:	Firm/not firm

* "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

3. PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS - LICENSE RENEWAL

- 3.1 Please furnish full particulars of your financial institution, 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
	1	R	US\$	ZAR= R16		\$

- 3.2 The Exchange Rate used of 1USD = R16 is used for comparison purposes only. This is to ensure that bids are evaluated equally on price during the tendering stage.
- 3.3 Adjustments for rate of exchange variations during the contract period will be calculated by using the exchange rate as issued by your commercial bank based on the invoice of the foreign supplier: (Proof from bank required as well as copy of invoice from supplier)

RATE OF EXCHANGE APPLICABLE AS BASE RATE:	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
\$1 = R16 will be used as the base rate for this bid.	One week after renewal of licences	Date of licence renewal.	Annual price increases

- 3.4 Price adjustments will be allowed once a year on procurement of the renewal of licenses based on Rate of Exchange.
-

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES/NO

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

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

Full Name	Identity Number	Name of State institution

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

YES/NO

- 2.2.1 If so, furnish particulars:

.....

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

YES/NO

- 2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

- 1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.....

2.....

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

DATE:

ADDRESS

.....

.....



the dtic

Department:
Trade, Industry and Competition
REPUBLIC OF SOUTH AFRICA

THE TERMS OF REFERENCE

Renewal of the Solarwinds Network Monitoring Solution Licenses with maintenance and support for a period of three (3) years

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REQUEST FOR PROPOSALS:

The Department of Trade, Industry and Competition (**the dtic**) invites interested Service Providers to submit bids for the Renewal of the Solarwinds Network Monitoring Solution Licenses with maintenance and support for a period of three (3) years.

NOTE: Should a vendor have reason to believe that the Terms of Reference are not open to promote competition or that it is written based on a particular entity; the vendor shall notify the Bid Office of **the dtic** within ten (10) calendar days after publication of the bid.

1 PURPOSE

- 1.1 The purpose of these Terms of Reference (ToR) is to renew the Solarwinds Network Monitoring Solution Licenses and to provide maintenance and support for the Department of Trade, Industry and Competition (**the dtic**) for a period of three (3) years.

2 BACKGROUND

- 2.1 The Office of the Chief information Officer (OCIO) is a chief directorate within the Corporate Service Management Branch (CMSB) of **the dtic**. Its purpose and role are to provide and maintain the information and communications technology of the department. The objective of the OCIO is to enable business achieve its goals and deliverable through technology.
- 2.2 **the dtic** Campus datacentre is situated in Sunnyside, Pretoria with its datacentre runs multiple ICT technologies. Connected to the main campus via the WAN are five (5) remote offices in SITA Centurion – Disaster Recovery (DR), Durban, Gqeberha, Cape Town and an office at the Parliament of the Republic of South Africa.

The department's ICT Infrastructure comprises of the following: -

- Routers, Access Points and Switches,
- PABX (IP Telephony), Contact Centre, Video Conferencing,
- Firewalls, Antivirus application, email filtering system,
- Applications, Databases and Webserver,
- Directory Services and e-mailing system,
- Enterprise Content Management system,
- Transversal systems,
- Physical Server Infrastructure,
- VMWare Infrastructure,
- CommVault Backup and Storage Solution

- 2.3 The department procured an Integrated ICT Monitoring Solution Called SolarWinds in 2015. The department renewed the existing Solarwinds NMS during 2018 for a three-year

period. The SolarWinds NMS was procured for proactive monitoring of the ICT systems and to mitigate potential problems and outages.

2.4 **the dtic** has implemented the following SolarWinds Modules:

- Network Configuration Manager (NCM)
- Server and Application Performance Monitoring (SAM)
- Network Performance Monitor (NPM)
- VoIP and Network Quality Manager (VNQM)
- NetFlow Traffic Analyzer (NTA)
- Log and Event Manager (LEM)

3 SCOPE OF WORK AND DELIVERABLES

3.1. The service provider is expected to provide the following services:

3.1.1 Renew the Solarwinds Network Monitoring Solution licenses annually for 3 years and provide evidence of maintained status.

3.1.2 Provide maintenance and support of the Solarwinds Network Monitoring Solution of a period 3 years.

3.1.3 Install new patches and upgrades from the Original Equipment Manufacturer (OEM) in consultation with **the dtic**.

3.1.4 Provide and present product lifecycle notifications within a week that the notification is/are released.

3.1.5 Provide **the dtic** with monthly reports on availability of the systems, devices and application monitored including trends, analysis and forecasts etc. before or on the 5th of every month for the duration of the contract.

3.2 The service provider must adhere to the SLA matrix at all times:

Service Level	Severity Level Descriptions	Response Time	Resolution Time
1. 24 / 7 / 365 Support	Solarwinds System Down	1 Hour	2 Hours
2. 24 / 7 / 365 Support	Individual modules or SolarWinds services not working e.g. notifications, database.	1 Hour	3 Hours
3. 24 / 7 / 365 Support	Resolution of the incidents and problems.	2 Hours	6 Hours
3. Working hours	Move, Additions, Changes and Deletions during working hours e.g. changes of a node, addition or deletion of a node.	2 Hours	6 Hours

NOTE: proposed staff are not to be stationed at the dtic premises, however must be available for on-site support when necessary at no extra cost to the dtic. VPN access will be provided.

4 SKILLS TRANSFER

- 4.1 Skills transfer should be conducted during the contract period through on the job explanations of issues reported from reporting until the resolution of the fault.

5 ACCREDITATION, EXPERIENCE AND EXPERTISE

- 5.1 The support team that will provide maintenance and support of **the dtic's** should meet the following requirements:
- 5.1.1 At least 3 – 5 years' experience in maintaining and supporting the Solarwinds Network monitoring Solution.
- 5.1.2 Submit a skills matrix of all proposed support team members in the following format: **1st Column:** Full Name of key staff member; **2nd column:** Relevant qualification(s) and courses successfully completed; **3rd column:** number of years' relevant experience indicated in numerical format (as indicated in below table).

Full Name of key staff member	Relevant qualification(s) and courses successfully completed	Number of years' relevant experience in <u>numerical</u> format (Only indicate the number of years performing this specific work / services).
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- 5.2 The Bidding Company **MUST** be accredited with OEM (Solarwinds Inc.). Proof of accreditation with the OEM (Solarwinds Inc.) must be submitted with the bid. **FAILURE TO SUBMIT PROOF OF ACCREDITATION WILL AUTOMATICALLY INVALIDATE A BID.**
- 5.3 The Bidding Company should at least five (5) years' relevant experience in providing maintenance and support including the Licence renewal of the Solarwinds Network Monitoring Solution.
- 5.3.1 In order to prove relevant experience, the Bidding Company must submit at least 3 projects were the bidder has conducted similar projects (Maintenance, support and licenses of the Solarwinds NMS). The projects must be listed in the table format below:

Name of Project	Name of Client	Services Rendered	Duration of the project e.g. (01 January 2015 to 31 December 2017
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6 DUE DILIGENCE

- 6.1 The bidder must have current technical and logistical capacity to perform the work required. **the dtic** reserves the right to perform due diligence on facilities, resources and capacity of a bidder prior to the appointment of a service provider.

7 SPECIAL CONDITIONS

- 7.1 A Service Level Agreement must be signed with the successful bidder before work commences;
- 7.2 Proposed key staff members must participate actively and be available to perform services in accordance with the contract. In instances where a proposed key staff member is not available to perform services at a specific period in time, the bidder will be responsible to provide a replacement with similar qualifications and experience in order to guarantee the same standard of work to **the dtic**. Each team member's role must be clearly outlined in the project plan. **NOTE: Proposed staff are not to be stationed at the dtic premises, however must be available for on-site support when necessary at no extra cost to the dtic. VPN access will be provided.**
- 7.3 A project plan detailing the tasks, activities and target dates for the work to be undertaken should be submitted to **the dtic** within 10 working days after appointment of the successful Service Provider. Each team member's role must be clearly outlined in the project plan;
- 7.4 As previously indicated **the dtic** reserves the right to vet all qualifications and other documentation provided by bidders to prove relevant qualifications, experience and expertise prior to the appointment of a Service Provider;
- 7.5 Copyright and intellectual property rights to all documentation, reports etc. that emanate from this assignment will vest with **the dtic**.
- 7.6 This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Not all bids will contain special conditions of contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.
- 7.7 Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where possible, be returned unopened to the bidder.
- 7.8 Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.
- 7.9 The State reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits.
- 7.10 The Bid Office Officials of **the dtic** may communicate with bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.
- 7.11 All communication between the bidder and the Bid Office Officials of **the dtic** must be done in writing.

- 7.12 Bidders must ensure that they are registered on the Central Supplier Database of the National Treasury as this is compulsory with effect of 1 April 2016 in order for bidders to be considered for bids.
- 7.13 Bidders must ensure that their tax matters are in order in line with the Preferential Procurement Policy Framework Act and the Treasury Regulations.
- 7.14 Bidders' whose tax matters are not declared to be in order will be disqualified.
- 7.15 Bidders' attention is drawn to the tax requirements stated on the SBD 1 form.
- 7.16 Where applicable acceptance of a bid will be subject to the condition that both the contracting firm and its personnel providing the service must be cleared by the appropriate authorities to the level of CONFIDENTIAL/SECRET/TOP SECRET (whichever one is stipulated in the relevant specification / ToR). Obtaining a positive recommendation is the responsibility of the contracting firm concerned. If the principal contractor appoints a subcontractor, the same provisions and measures will apply to the subcontractor. Acceptance of the tender is also subject to the condition that the contractor will implement all such security measures as the safe performance of the contract may require." (Minimum Information Security Standards. Chapter 5).
- 7.17 The points scored for functionality, price and B-BBEE points will be rounded off to the nearest 2 decimals as determined in the PP Regulations of 1 April 2017.
- 7.18 In cases where the tender invitation is subject to a pre-qualification requirement based on sub-contracting, then it is the responsibility of the tenderer to select competent sub-contractors that meet all the requirements of the tender in order to ensure that the bidders tender is not jeopardized by the subcontractor during evaluation. Bidders are responsible for all due diligence on their subcontractors.
- 7.19 In cases where above market related prices are quoted the right is reserved to negotiate with the three preferred bidders (three highest on final points for price and B-BBEE).
- 7.20 Bidders to take note that the award of the tender may be subject to price negotiation with the preferred bidder.
- 7.21 This bid is subject to the PP Regulations of 1 April 2017.
- 7.22 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 7.23 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 7.24 Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. **the dtic** will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

- 7.25 The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.
- 7.26 Regulation 13 (c) of the Public Service Regulations 2016 determines that an employee shall not conduct business with an organ of state or be a director of a public or private company conducting business with an organ of state unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act. **As this regulation prohibits public service employees from conducting business with an organ of state; either in a personal capacity or as a director of a private or public company, non-compliance with this regulation will lead to automatic disqualification of a bid.**
- the dtic** reserves the right:
- 7.27 To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000).
- 7.28 To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- 7.29 To accept part of a tender rather than the whole tender.
- 7.30 To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- 7.31 To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- 7.32 To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 7.33 Award to multiple bidders based either on size or geographic considerations.
- 7.34 Bidders will be allowed to submit queries or request clarification up to one week prior to the closing date of this bid. Thereafter no queries / clarification requests will be responded to.
- 7.35 If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if **the dtic** is unable to verify whether the pre-qualification requirements are met, then **the dtic** reserves the right to –
- 7.36 Reject the bid and not evaluate it, or
- 7.37 Accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) calendar days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.

8 PRICE

- 8.1 The bid price must be an all-inclusive price that represent the total cost for the full completion of the project in line with the entire terms of reference which will be payable by **the dtic** to the appointed Service Provider upon satisfactory work delivery, in accordance with an agreed payment schedule which must be linked to set deliverables. The payment schedule will be stipulated in the SLA.
- 8.2 The bid price must be quoted in South African currency and must be inclusive of VAT (if registered as a VAT vendor). Please refer to the attached SBD 3.2 pricing schedule, which makes provision for Rate of Exchange (RoE) on the Licenses.

9 the dtic OBLIGATIONS

- 9.1 **the dtic** Deputy Director: LAN and WAN Services will serve as the contact person on all matters relating to the project;
- 9.2 **the dtic** Deputy Director: LAN and WAN Services will review, evaluate and approve the services provided by the Service Provider against the Service Level Agreement on an ongoing basis and prior to payment is made;
- 9.3 **the dtic** will supply all reasonable, relevant, available data and information required and requested by the Service Provider for the proper execution of the services and such assistance as shall reasonably be required by Service Provider in carrying out their duties under this contract.

10 SERVICE PROVIDER'S OBLIGATION

- 10.1 The Service Provider undertakes to act as an independent contractor in respect of the work;
- 10.2 To work closely with the Project Manager responsible for the project in **the dtic**;
- 10.3 Attend meetings when required by the Project Manager for the purposes of obtaining information or advice with regard to the work and assignments or any matters arising from or in connection therewith;
- 10.4 The Service Provider will be responsible for its own computers and technical literature to adequately perform all the functions;
- 10.5 The Service Provider must exercise all reasonable skill, care and diligence in the execution of the work and shall carry out their obligation in accordance with professional standards;
- 10.6 The Service Provider must in all professional matters act as a faithful advisor to **the dtic**, as well as respecting the laws and customs of any country and provinces in which any business in relation to the project is conducted;
- 10.7 All information availed to the Service Provider in the course of the project must be deemed confidential and will remain the property of **the dtic**;

- 10.8 The Service Provider will be required to sign a confidentiality declaration form, undertaking to keep all the information at his/her disposal as a result of being awarded the contract by **the dtic** strictly confidential;
- 10.9 The Service Provider must not disseminate any information gathered during the conduct of the project, publicize or release media statements in relation to the assignment;
- 10.10 Any information gathered during the conduct of the assignment is the property of **the dtic** and may not be distributed without prior written approval of **the dtic**;
- 10.11 The Service Provider will be deemed to have been satisfied as to the correctness and sufficiency of the rates and prices set out in their bid for the services to be rendered;
- 10.12 The Service Provider must plan and provide for all possible risks that may affect the delivery of the project on time and indicate what mechanisms are in place to manage such risks.

11 BID EVALUATION CRITERIA

- 11.1 The 80/20 principle and **two envelope / file system** will apply in evaluating the proposals in accordance with the amended PPP Regulations pertaining to the Preferential Procurement Policy Framework Act; Act no 5 of 2000 that came into effect on 1 April 2017. The reason for applying the **two envelope / file system** is to ensure that price does not influence the evaluation of the functional proposals.

11.2 Two envelope system

The two envelope system is based on the submission of the functional and financial proposals in two separate envelopes / file. NO financial information may be contained in the functional envelope as this will lead to automatic disqualification. Submission must be done as follows:

11.2.1 Functional proposal:

Bidders must submit their functional proposal in a sealed envelope / file with the name of the bidder, closing date and time and the bid number clearly indicated on the envelope / file. This envelope / file should **only** contain the functional proposal and compulsory forms; SBD 1, 4 & 6.1 and General Conditions of Contract; as well as the original / original certified copy of the B-BBEE certificate or Affidavit, but **NO** financial information. **Financial information in a functional proposal will lead to automatic disqualification of that specific proposal.**

11.2.2 Financial proposal:

The **SBD 3.2** pricing schedule must be submitted in a **SEPARATE** sealed envelope / file with the name of the bidder, closing date and time and the bid number clearly indicated on the envelope / file.

11.2.3 FAILURE TO COMPLY WITH THE TWO ENVELOPE / TWO FILE REQUIREMENT WILL AUTOMATICALLY INVALIDATE A BID.

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

11.3.1 **First Phase: Functional evaluation.** This evaluation is based on the functional proposal submitted in envelope one (functional envelope). For this phase there is a cut-off score of 60% and only the proposals that score 60% and above during the functional evaluation will be considered during the second phase of evaluation.

11.3.2 **Second phase: Price and BBBEE status level.** All Bids that scored 60% and above during the functional evaluation will be considered for the second phase where points will be calculated for price and B-BBEE scores in accordance with the amended PP Regulations pertaining to the Preferential Procurement Policy Framework Act, Act no 5 of 2000 that came into effect on 1 April 2017 (PP Regulations 1 April 2017).

PHASE 1: FUNCTIONAL EVALUATION

Key scores:

Score	Description
0 – Non-compliant	No evidence provided to substantiate compliance
1 – Poor	Unacceptable, does not meet set requirements
2 – Average	Reasonable but not sufficient to fully satisfy the set requirements
3 – Good	Fully complies to the set minimum requirements
4 – Very Good	Above average compliance to the set requirements
5 – Excellent	Meets and exceeds the set requirements

No.	Criteria	Weight	Rate (0-5)	Total Score
1.	Experience of the proposed Support Team:			
1.1	The proposed support team that will provide the maintenance and support of the dtic's Solarwinds Network Monitoring Solution should have at least 3 – 5 years' experience in maintaining and supporting the SolarWinds Monitoring Solution. (Submit skills matrix as per paragraph 5.1.2 of the ToR).	30		
2.	Experience and number of years' performing services of the Bidding Company:			
2.1	The Bidding Company should have at least five (5) years relevant experience in providing maintenance	25		

No.	Criteria	Weight	Rate (0-5)	Total Score
	and support including the licenses renewal of the Solarwinds Network Monitoring Solution.			
2.2	The Bidding Company should submit at least 3 projects were the bidder has conducted similar projects (Maintenance, support and licenses of the Solarwinds Network Monitoring Solution). (Submit details of projects as per paragraph 5.3.1 of the ToR).	30		
3.	Skills Transfer:			
3.1	Demonstration of how the service provider will transfer skills to the dtic officials.	15		
	MAXIMUM POINTS	100		

PHASE 2: PRICE AND PREFERENCE POINTS

	<u>80/20 PRINCIPLE</u>	POINTS
1	<u>Price</u>	80
2	<u>B-BBEE status level of contribution</u>	20
	MAXIMUM POINTS	100

12 CONTRACTUAL PERIOD

12.1 The contract will be for a period of 3 years.

13 CONTACT DETAILS

Please direct all **technical** questions to:

Mr. S.S. Nkambule

Office of the Chief Information Officer (OCIO)
Department of Trade, Industry and Competition
Email: snkambule@thedtic.gov.za

Please direct all **bid related** questions to:

Ms. E Dennis

Office of the Chief Financial Officer (OCFO)
Department of Trade, Industry and Competition
Email: edennis@thedtic.gov.za