

Bid Number : 302/22

Appointment of a service provider to provide Software Defined (SD) Wide Area Network (WAN) solution for a period of 5 (five) years.

Closing Date and Time: 11h00 on 9 September 2022

Validity Period: 90 days from closing date of bid

BRIEFING SESSION

Date:	26 August 2022
Time:	09h30
Venue:	The briefing session will be held online via MICROSOFT TEAMS
Compulsory:	Yes
RSVP:	In order to be invited to the compulsory briefing session on Microsoft TEAMS prospective bidders must provide their details in order to be included in the TEAMS meeting invitation. Prospective bidders must provide the following information on or before Wednesday, 24 August 2022 to the South African Weather Service at bids@weathersa.co.za - email subject line: SAWS-302/22 Briefing Session Invite Request - Name of Firm: - Contact person: - Telephone number: - Email address to where the meeting invitation must be sent to:

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: 31 August 2022

The South African Weather Service (SAWS) will respond to enquiries on/or before: 2 September 2022

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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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION

- 1.1 Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
- 1.2 **All bids must be submitted on the official forms provided – (not to be re-typed) or in the manner prescribed in the bid document.**
- 1.3 This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract (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 This is a **2-Envelope** bidding process whereby bidders are required to submit the bid documentation in the following order. Should the bid allow for the Electronic Submission all documentation should preferably be submitted in PDF format. The South African Weather Service (SAWS) reserves the right to reject a bid should it not be submitted in the prescribed format.

Envelope 1 must contain the following information:

- 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
- Specifications / Terms of Reference, Annexure H, together with the bidder's response to Annexure H (Technical Proposal).
- POPIA supplier consent form: Annexure i
- National Industrial Participation Programme: Annexure J

Bidders must include in Envelope 1 a flash disk (memory stick) of all the documentation, preferably in pdf format, of the documents included in Envelope 1.

NO pricing information must be included in Envelope 1. Bidders who include pricing in Envelope 1 will be disqualified.

Envelope 2 must contain the following information:

- Pricing Schedule and Financial Proposal: Annexure G

Information that must appear on the outside of each envelope:

- Envelope 1 : Technical Proposal
 - Bid / RFQ Number e.g. SAWS-987 / 20
 - Closing Date of bid e.g. 5 November 2030
 - Name of bidder e.g. XYZ Enterprises CC
 - Contact Person e.g. J. Doe
 - Contact number e.g. 012 555 5555
- Envelope 2 : Financial Proposal
 - Bid / RFQ Number e.g. SAWS-987 / 20
 - Closing Date of bid e.g. 5 November 2020
 - Name of bidder e.g. XYZ Enterprises CC
 - Contact Person e.g. J. Doe
 - Contact number e.g. 012 555 5555

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 Negotiate a market related price with the preferred bidder as per Regulation 6.(9)(a,b & c) of the Preferential Procurement Regulations, 2017 which was issued in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.7.8 Reject a bid if the bidder has committed a proven corrupt or fraudulent act in competing for any contract;
- 1.7.9 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.

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

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| 2. Application | 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.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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 2017

**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 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.

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 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
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20	10
Total points for Price and B-BBEE must not exceed	100	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

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

Where

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

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

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, Preference points will 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 and submit this declaration form the following:

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted %

ii) The name of the sub-contractor

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

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

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of

contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

	 SIGNATURE(S) OF BIDDERS(S)
DATE:	
ADDRESS	
	
	

WITNESSES 1. 2.

Annexure G

Pricing Schedule for Services

SBD3.3

NAME OF BIDDER:

1. PRICING SCHEDULE/S**1.1 Item 1:** Appointment of a service provider to provide Software Defined (SD) Wide Area Network (WAN) solution for a period of 5 (five) years.**All prices must be in South African rand value and must be inclusive of VAT.**

1.1.1 Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of VAT for the project.

R

1.1.2 Any other costs not included in the above price?

☐ *YES☐ NO

* If YES, please specify

Bidders are required to indicate the cost component/s used for determining the ceiling price as given in 1.1.1 above.

[illegible]

--

1.1.5 Are the rates quoted firm for the full period of the project?

YES

*NO

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

Annexure H

Specifications / Terms of Reference

1 DESCRIPTION

The purpose of this terms of reference (TOR) is to source a service provider that will provide the South African Weather Service (SAWS) with the following solutions:

To Managed Software Defined (SD)Wide Area Network (WAN) solution. The expected service provider must have an extensive network coverage that can offer flexible connectivity options (directly or via third parties) such as Fibre, Wireless, NeroSpec (LTE) and VSAT, etc. The current WAN represents a high cost to SAWS hence it is important to explore lower cost options for connecting all sites without sacrificing the network reliability, performance, and security. The bidder must provide a SD-WAN solution on top of the connectivity provided that will consist of Business Internet links and Multi-Label Protocol Switched Network that will connect the Head Office to all Regional sites including co-locations. The required SD-WAN solution must be application aware, policy driven with centralised orchestration and automation to manage the services lifecycle (management, monitoring, analytics, security etc.).

The approach needs to be a Security-Driven Networking approach that consolidates SD-WAN, next-generation firewall (NGFW) and advanced routing.

*The SLA contract period for these services will be for five-years.

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 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 South African public life, not just as a provider of key services, but also in empowering citizens to adapt the effects of the ever-changing weather.

3 BACKGROUND

The South African Weather Service is a 24/7 organisation with a high demand for near-real time data and the distribution of it between its regional offices and head office. The high data demand on the current WAN/MPLS has meant that the South African Weather Service upgraded its WAN/MPLS network to successfully fulfil its requirements between 2019 and 2021. South African Weather Service web servers are also part of a hosted environment provided by the current Service provider.

As the South African Weather Service is an 24/7 essential service, high availability for Disaster Risk Reduction in South Africa is required on certain main sites. Redundant links were installed for this purpose at all the main forecasting offices. On the current MPLS/WAN contract the South African Weather Service uses multiple platforms example Fibre, Wireless, NeroSpec (LTE) and VSAT to its **46** active sites and **2** future planned sites across the country. But due to some sites being remote, availability and reliability of fixed services are not available, thus LTE and VSAT are supplied.

Currently SA Weather is using SAREN through TENET as our Main Internet connectivity link from Head Office building and will be installing a secondary link to the SAREN of this same service provider at our Cape Town Office. This means that the 2, internet links will be managed by TENET and connectivity to their POP's should be taken into consideration.

The current list of sites and their specifications are supplied in **Annexure H1 "Site List"**, and South African Weather Service is satisfied with the current specification per site. Note that this list as presented in Annexure "Site List" will be the minimum required specification and the same or similar technology need to be provided.

4 TECHNICAL REQUIREMENTS/SCOPE OF WORK

4.1 The general requirements for the SAWS WAN network: See Annexure H1 "Site List" below.

Item No.	Technical Requirements	Yes/No	Comments
a)	The bidder is required to demonstrate a valid Networking, Software and Security Certification from an Original Equipment Manufacturer (OEM) for 2021 / 2022 (for example: Cisco, HPE, Juniper, FortiGate and VMware etc.) for the proposed solution.		
b)	Project Implementation Plan The bidder must provide a comprehensive Project Implementation Plan conforming at least to the ISO/IEC 15288 or equivalent standard and PMBOK/PRINCE 2 which must include, but not be limited to the following: i. Detailed Project Plan including milestones and project phases. ii. Risk Management Plan that will address risks associated with scope, quality, schedule, and cost.		

	iii. Clear and proven Project Management methodology (e.g., PMBOK/PRINCE 2). iv. Project Resource Planning that describes the key resources who will be assigned to the project including the Project manager and Project manager's certification. v. A Service Transition Plan to ensure that there are no disruptions during the changeover phase between the current service provider if applicable to the new Service Provider vi. Change control processes and roll-back plans. vii. Preliminary information gathering such as sites visits and site surveys and infrastructure assessments. viii. Detailed Network Architectural Design and associated documentation.		
c)	Provide and install CPE devices, provision all IP links and setup the SD-WAN orchestrator, monitor, security, manager, and controller including all software licensing.		
d)	Setup and configure an application aware policy driven dynamic routing according to business application requirements supplied by SAWS.		
e)	Provide the following monitoring for both Layer 2 and layer 3 equipment and links, Visibility of top applications and talkers, domain sites and groups, real time historical views.		
f)	Applications and Policy SAWS's applications are central to supporting the daily business operations and therefor the SD-WAN policies need to be setup to classify and assign the correct priority. The successful bidder will work with SAWS to design and implement the correct application priorities and QoS parameters to be activated on the SD-WAN. The minimum functionality set out below must be met for applications. • The solution must have application awareness with the capability of Deep Packet Inspection (DPI) to		

	identify and classify applications • The solution must be able to dynamically control data packet forwarding decisions based on application type, application performance, QoS policies and link status. • All application forwarding policies must be configured from the centralized management appliance. • The solution must be able to provide packet acceleration or Boosting optimization technology on policy-based configuration. • The solution must be able to provide compression and dedupe capability. • The solution should recognize cloud, SaaS at first packet and maintained by traffic recognition engine.		
g)	Management and Orchestration • Real-time traffic analysis and analytics to provide insight into the volumes and types of traffic utilizing the bandwidth for a particular time snapshot. • Centralized Policy enforcement for security and the provisioning of new sites, including zero touch deployment for new branch devices, as well as cloud infrastructure as a service (IaaS). • The solution must be able to collect and aggregate traffic statistics for all WAN paths. Traffic statistics include path utilization, application specific utilization and path performance. • The solution must support device health monitoring for all the devices within the solution scope. • The solution must have the capability to generate detailed and granular Traffic, Firewall and Application reports to branch level.		

	- The Solution must support CGNAT transport connectivity. - The solution must be able to build its Overlays using secure VPNs over any transport.		
h)	Provide a 24x7 Help Desk for incident resolution and service level management. - Service Maintenance Plan which must include Help Desk, Service, Incident and Problem logging procedures, upgrade processes and turnaround times for office relocations. These procedures and processes must include process flow diagrams. Reporting Requirements The key reporting requirements expected from the bidders include the following: - Provide monthly service level reports, service review reports and ad-hoc reports as and when required monthly. - Maintain accurate project and contract record for auditing purposes for the duration of the contract.		
i)	SD-WAN Edge solution Each edge devices must dynamically establish secured encrypted connections to the Head Office through a dynamic layer 2 and Layer 3 routing protocol such as VLAN (802.1Q), LAG (802.3ad), IPV4 and IPV6 forwarding (OSPF, GRE, IPsec, VRRP, WCCP, PBR, EIGRP and BGP). This must also allow route filtering (route maps). In addition, the following conditions must be met: - All sites must be provided with a SD-WAN edge device as part of the solution. - Edge devices should be able to dynamically control traffic across multiple or single WAN paths based on available internet, MPLS, 3G/4G/5G, VSAT and Radio		

	circuits. Else known as Dynamic Path Control. Branch level internet links should be configured for secure local internet breakout (split-tunnel) whereby traffic is sent across the VPN if it is destined for SAWS IP addresses. • Traffic destined for the Internet (Cloud and SaaS) should be sent over the internet unencrypted but filtered through the NGFW, URL and content filters. • A secure SD-WAN on all physical CPE devices through integrated security functions and Aggregate branch internet, MPLS, 3G/4G/5G, VSAT or Radio circuits. • The Firewall throughput with the Security features turned on (Application inspection, URL and content filtering, IPSec tunnels etc.) must not be less than the bandwidth for which the device is licensed. The bandwidth for which the device is licensed must be greater than the value of the aggregate bandwidth of the active links. • The solution should at a minimum support the Next Generation Firewall features on all CPE devices if not replacing the CPE routing capabilities: URL and content filtering, stateful firewalling. All the features should be able to be enabled on the same physical CPE device without addition of any other separate hardware. • Where applicable, SD-WAN subscription/licenses must be based on the aggregate bandwidth terminating on the devices and not on the CPE capacity. As and when SAWS upgrade the bandwidth, the SDWAN subscriptions/licenses must also be upgraded accordingly if required.		
j)	Work with the current MPLS service provider to ensure a smooth transitioning to the new SD-WAN Solution.		
k)	Service level agreement (SLA) divided into three (3) categories of uptime with redundancy links for the first two categories. The categories for SLA are as follows:		

	- Uptime & availability monitoring only for both the redundant links managed by TENET for the following Sites: Head Office Pretoria Cape Town International Airport Weather Office (DR-Site) 99.2% Uptime monitoring and management with redundant links and failover configuration, for the following Sites: OR Tambo International Airport Aviation Weather Center, King Shaka International Airport Weather Office (Durban), - Chief Dawid Stuurman International Airport Weather Office (Gqeberha -Port Elizabeth) - Braam Fischer International Airport Weather Office (Bloemfontein). 98% uptime monitoring and management for the rest of the regional offices, Radar and Lightning Detection Network (LDN) Sites.		
l)	QOS must be fully configured for optimal data availability and bandwidth utilization with the cut over of every link. A minimum of 4 Levels of QOS is required.		
m)	Any cancelation of a datalink service, SAWS to be notified 3 months in advance.		
n)	Upgrades of service during contract period will have to be based on the best available price at the time of request.		
o)	Access to real-time monitoring facility and graphical statistics of usage. Must provide comprehensive analysis toolset both for links and services.		
p)	The successful bidder must make a Service Control Manager available to SAWS.		
q)	Sites with bandwidth of over 50 Mb/s, the preferred main link should be fibre.		

r)	Current IP address ranges used by SAWS must be used again.		
s)	All the end points in the section should be priced individually with detailed pricing and services.		
t)	The SD-WAN must be able to support VoIP.		
u)	Monthly statistics reports must be available by the 15th of the next month and presented during monthly SLA meetings. Reports for all services must be provided.		
v)	24/7 manned Call Centre facility for the escalation or reporting of faults. Escalation procedure needs to be supplied with the bid.		
w)	Commissioning of services at all Offices/Sites must be completed within 3 months of Purchased orders raised, but only with exceptional circumstances it can be extended to 4 months.		
x)	The successful bidder must follow Change Management procedures for any site commissioning/decommissioning or planned changes.		

5 MANDATORY TECHNICAL/FUNCTIONAL REQUIREMENTS

The following Technical / Functional 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 / Functional requirement	Evidence to be submitted with bid
1	*ICASA Licensing (Please refer to note below table)	Provide a valid ICASA license.
2	OEM (Vendor) Certification or letter for provided solution - Networking (SD-WAN) - Firewall Security	Provide a valid OEM certificate or letter.

3	CVs and Certificates of Project Team Members	Provide CVs and Certificates
4.	Geographical footprint	Bidder to provide proof of existing network coverage to all SAWS offices and sites or provide partnership agreement(s).
5	To prove experience and understanding of the scope, nature, and scale of this project for SD WAN and ISP Services, the bidder is required to provide a minimum of one reference of a similar project successfully implemented and completed. The project must have covered a similar sized organisation (of at least 500 devices and 10 sites).	Bidder must provide a minimum of one reference where the SDWAN implementation took place.

*** ICASA LICENSING**

- i. In the case where the bidder is a telecommunications company, proof of valid licensing with the Independent Communications Authority of South Africa (ICASA) is required.
- ii. All networking devices used in the provision of the envisaged services must be duly certified by ICASA for use in the Republic of South Africa.

6. EVALUATION PROCESS

6.1 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.

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 for services (Pricing Schedule)	Completed and signed	Yes
SBD 4 (Bidders Declaration)	Completed and signed	Yes
SBD 5 (National Industrial Participation Programme)	Completed and signed	Yes
SBD 6.1 (Preferential Procurement Point)	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

6.2 Functional Evaluation Criteria

Technical / Functional evaluation of the bid will be done in terms of the criteria as stated in the table below. Bidders should take note of the Criterion, Weighting & Scoring when responding to this bid.

	Criteria	Reference	Score	Weight
1	Bidder's understanding of the engagement.	A. Executive Summary	- Understanding as expressed in the Executive Summary is poorly illustrated = 0 points - Partial understanding is expressed in the Executive Summary = 10 points - Sufficient understanding is expressed in the Executive Summary = 15 points	15
2	Proposed Solution	B. Technical Solution	- The proposed solution does not meet the minimum requirements as in Section 5 = 0 points - The proposed solution partially meets the minimum requirements as in Section 5 = 10 points - The proposed solution fully meets the minimum requirements as in Section 5 = 25 points	25

3	Project Management and Project Timeline (Project plan to be submitted with timelines)	C. Approach & Methodology	- The Project Management Plan does not meet the project requirements as specified in Section 4.1 (b), with no Project management Certificate (PMBOK/PRINCE 2) = 0 points. - The Project Management Plan partially meet the project requirements as specified in Section 4.1 (b), with a valid Project management Certificate (PMBOK/PRINCE 2) = 10 points. - The Project Management Plan Complies with all the project requirements as specified in Section 4.1 (b), with a valid Project management Certificate (PMBOK/PRINCE 2) = 20 points.	20
4	Experience, and capacity of the bidder's team	D. Experience and Capacity of Bidders Team	1 x Network Certification = 5 Points 2 or more Network Certifications = 10 Points 1 x Firewall Security Certification = 5 Points 2 or more Firewall Security Certifications = 10 Points - Project Management Certificate = 5 Points <i>Maximum of 10 points to be allocated for Network Certifications, 10 points for Firewall Certifications and 5 Points for Project Management Certificate.</i>	25
5	References of the Bidder	E. Experience of Bidder.	To prove experience and understanding of the scope, nature, and scale of this project for SD WAN and ISP Services, the bidder is required to provide a t least one reference of a similar project/s successfully implemented and completed. The project/s must have covered a similar sized organisation (of at least 500 devices and at least 10 sites). Information that must be provided by the bidder for each reference: - Name of the client - Contact Person - Telephone number - Brief description of services rendered. <i>Failure by the bidder to provide all of the information above (a to d) will result in a score of zero to be allocated.</i> - No reference provided = 0 Points 1 Reference provided = 10 Points	15

			More than 1 reference provided = 15 Points	
Total Score				100

Bidders who score 70 % will further be evaluated on price and B-BBEE point system.

6.3 PRICE AND B-BBEE 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, 2017 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
- 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:

- Price; and
- B-BBEE Status Level of Contributor.

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
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20	10
Total points for Price and B-BBEE must not exceed	100	100

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

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 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 supplement to that of the General Conditions of Contract. Where, however the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of the Contract prevail.

8.1 SAWS Head Office

The Head Office of the South African Weather Service is located at:
Eco Glades block 1b
Eco Park
Cnr Olievenhoutbosch and Ribbon Grass Streets
Centurion
0157

8.2 Contract Duration

The SLA contract period for the services required will be for a period of five (5) years.

8.3 Negotiating a fair market related price

Award of the bid may be subject to price negotiation with the preferred bidder.

Annexure H1 “Site List”

Site list indicating current network Configuration

Site No.	Site Name	Site Type	Address	Latitude	Longitude	Speed	Connection & Technology used	Comply Yes/No	Comment
1	Head Office	HQ, Observation, Research, Forecasts, etc	Block B, Eco-Glades 01, Eco Park, Cnr Ribbon Grass and Olievenhoutbosch Street Centurion	-25,8905556	28,170833	600 Mb/s	Dual Fibre - DFA & Metro		
2	Johannesburg (OR Tambo International Office)	Weather Office Aviation Forecasting	Aviation Weather Centre Room NL 61 3RD Floor Northwing Offices OR Tambo Int. Airport	-26,136673	28,241146	100 Mb/s	Dual Fibre - Liquid & Metro		
3	Cape Town Office (DR)	Weather Office, Forecasting, Marine Research & DR Office	Oval Office Park Freight Road Cape Town Intl Airport Matroosfontein Cape Town 7490	-33,9665	18,5918	300 Mb/s	Dual Fibre - DFA & Liquid		

Site No.	Site Name	Site Type	Address	Latitude	Longitude	Speed	Connection & Technology used	Comply Yes/No	Comment
4	Durban Office	Weather Office & Forecasting	GROUND FLOOR ATNS BUILDING CONTROL TOWER KING SHAKA INTERNATIONAL AIRPORT 4407	-29,609979	31,116887	50 Mb/s	Dual Fibre – Liquid & Openserv		
5	Bloemfontein Office	Weather Office & Forecasting	Bloemfontein Weather Office Masselsport Road Bram Fischer Airport Bloemfontein 9300	-29,092736	26,298767	50 Mb/s	Dual Fibre – Openserv & Wireless/Microwave		
6	Gqeberha (Port Elizabeth) Office	Weather Office & Forecasting	Gqeberha (Port Elizabeth) Weather Office Roof top Departures hall Allister Miller drive Walmer Gqeberha (Port Elizabeth)	-33,987272	25,614295	50 Mb/s	Dual Fibre – DFA & Openserv		

Site No.	Site Name	Site Type	Address	Latitude	Longitude	Speed	Connection & Technology used	Comply Yes/No	Comment
7	Stellenbosch Office	Research and Observation Office	SA Weather Service c/o CSIR, 11 Jan Cilliers Street Stellenbosch Western Cape	-33,88833	18,588202	10 Mb/s	Wireless/Microwave		
8	Cape Point Office	Research and Observation Office	SAWS Research Station; Cape Point Nature Reserve; Cape Peninsula; Cape Point	-34,35356	18,489623	10 Mb/s	Wireless/Microwave		
9	Bethlehem Office	Observation Office	Bethlehem Weather Office Preekstoel Road Bethlehem Airfield Bethlehem	-28,249334	28,330671	10 Mb/s	Wireless/Microwave		
10	Calvinia Office	Observation Office	Calvinia WO Calvinia Golf Course Calvinia 8190	-31,4819	19,7617	10 Mb/s	Fiber - Operserv		

Site No.	Site Name	Site Type	Address	Latitude	Longitude	Speed	Connection & Technology used	Comply Yes/No	Comment
11	De Aar Office	Observation Office	De Aar weather Office Smouspoortweg De Aar	-30,662567	23,993784	10 Mb/s	Wireless/Microwave		
12	East Londen Office	Observation Office	East London airport First floor Greenfields East London airport 5208	-33,036492	27,824622	10 Mb/s	Wireless/Microwave		
13	Ermelo Office	Observation Office	ERMELO AIRFIELD HENDRINA ROAD ERMELO 2350	-26,497501	29,983448	10 Mb/s	Wireless/Microwave		
14	George Office	Observation Office	Weather Office Herold's Bay Road George Airport 6530	-34,004364	22,380974	10 Mb/s	Fibre - Openserv		

Site No.	Site Name	Site Type	Address	Latitude	Longitude	Speed	Connection & Technology used	Comply Yes/No	Comment
15	Kimberley Office	Observation Office	Weather Office Kimberley Airport Kimberley 8301	-28,801495	24,766519	10 Mb/s	Wireless/Microwave		
16	Mahikeng Office	Observation Office	Weather Office ATNS Building Mahikeng Airport Bray Road Weather office 2735	-25,803382	25,539548	10 Mb/s	Wireless/Microwave		
17	Mthatha Office	Observation Office	Mthatha Weather Office R61 Engcobo Road Mthatha Airport Mthatha 5099	-31,548768	28,671905	10 Mb/s	Fibre - Openserv		

Site No.	Site Name	Site Type	Address	Latitude	Longitude	Speed	Connection & Technology used	Comply Yes/No	Comment
18	Lanseria Office	Observation Office	Weather office Lanseria International Airport Lanseria ATNS Tower Lanseria	-25,937751	27,926416	10 Mb/s	Fibre - Openserv		
19	Polokwane Office	Observation Office	Weather Office Polokwane Airport Polokwane 700	-23,859682	29,453285	10 Mb/s	Wireless/Microwave		
20	Springbok Office	Observation Office	Springbok Weather Office Van der Stel street Road to Kleinzee Springbok 8240	-29,69028	17,94417	10 Mb/s	Fibre - Openserv		

Site No.	Site Name	Site Type	Address	Latitude	Longitude	Speed	Connection & Technology used	Comply Yes/No	Comment
21	Thohoyandou Office	Observation Office	Weather Office Thulamela Information Centre corner Mphephu Street and Punda Maria Road Thohoyandou 950	-22,984068	30,459088	10 Mb/s	Wireless/Microwave		
22	Upington Office	Observation Office	Upington Airport Diedericks Street Upington 8800	-28,408635	21,255907	10 Mb/s	Wireless/Microwave		
23	Kruger Mpumalanga Airport Office	Observation Office	KMI Weather Office First floor Kruger Mpumalanga Airport White River 1240	-25,385393	31,09851	10 Mb/s	Wireless/Microwave		

Site No.	Site Name	Site Type	Address	Latitude	Longitude	Speed	Connection & Technology used	Comply Yes/No	Comment
24	Department of Water and Sanitation	Data receiving	Department of Water and Sanitation; Francis Baard Street Pretoria	-25,7497222	28,186944	4 Mb/s	Wireless/Microwave		
25	Eskom Rosherville	Lightning Data Supply	ICT Room, Eskom Research Facility, Lower Germiston Road, Germiston	-26,2327778	28,113056	4 Mb/s	Wireless/Microwave		
26	Skukuza	Radar Observation	Skukuza Camp, Kruger National Park, Mapumalanga	-24,97388	31,60055	10 Mb/s	Fibre - Openserv		
27	East Londen	Radar Observation	Smiling Valley Farm, near Maclean Town, East London	-32,756	27,662	10 Mb/s	Wireless/Microwave		
28	Koeberg	Weather Office	Conservation Office Koeberg Nuclear Power Station Off the R27	-33,3955	18 2637,4	1 Mb/s	Wireless -Nerospec		

Site No.	Site Name	Site Type	Address	Latitude	Longitude	Speed	Connection & Technology used	Comply Yes/No	Comment
29	Cape Town (Constansia)	Radar Observation	Sentech Tower, Constansia Mountain Cape Town	-34,0537	18,3856	10 Mb/s	Wireless/Microwave		
30	Bloemfontein	Radar Observation	Kloofeind Farm Bloemfontein	-29,15088	26,05102	10 Mb/s	Wireless/Microwave		
31	Ottosdal	Radar Observation	Holfontein Farm, Plot 278, Ottosdal	-26,735272	26,087594	10 Mb/s	Wireless/Microwave		
32	Bethlehem (Witbank Fontein)	Radar & Lightning Observation	Bethlehem Radar Site (Witbanksfontein Farm)	-28,0978	28,164	10 Mb/s	Wireless/Microwave		
33	Satara	Lightning Observation	Kruger National Park - Satara Rest Camp	-24,3937	31,7786	64 Kb/s	VSAT Gold		
34	Musina	Lightning Observation	Musina (Happer Mines), St. Martin De Porres Primary School	-22,3543	30,0069	1 Mb/s	Wireless/Microwave		

Site No.	Site Name	Site Type	Address	Latitude	Longitude	Speed	Connection & Technology used	Comply Yes/No	Comment
35	Lebowakgomo	Lightning Observation	Lebowakgomo (Makotse Village) Mosepedi Secondary School	-24,3215	29,4412	1 Mb/s	Wireless/Microwave		
36	Vryheid	Lightning Observation	Vryheid Gold Course	-27,7804	30,796	1 Mb/s	Fibre - Openserv		
37	Kathu	Lightning Observation	Sishen Gold Course	-27,6901	23,0597	1 Mb/s	Fibre - Openserv		
38	Aberdeen	Lightning Observation	Aberdeen Hospital	-32,4738	24,0532	64 Kb/s	VSAT Gold		
39	Alkantpan	Lightning Observation	Copperton - ARMSCOR Testing Grounds	-29,9057	22,2229	256 Kb/s	VSAT Enterprise		
40	Ellisras	Lightning Observation	Lephalale Airfield	-23,724	27,6976	256 Kb/s	VSAT Enterprise		
41	Aliwal North	Lightning Observation	Aliwal North Airfield	-30,6834	26,7279	1 Mb/s	Fire - Openserv		
42	Richardsbay	Lightning Observation	Richards Bay Airport	-28,7386	32,0931	1 Mb/s	Wireless/Microwave		
43	Vernon Crookes	Lightning Observation	Vernon Crookes Nature Reserve	-30,27098	30.607228	1 Mb/s	Wireless/Microwave		
44	Wolwespruit	Lightning Observation	Leeudoringstad - Wolwespruit Nature Reserve	-27,4181	26.3208	1 Mb/s	Fibre – Openserv		

Site No.	Site Name	Site Type	Address	Latitude	Longitude	Speed	Connection & Technology used	Comply Yes/No	Comment
45	Eswatini	Lightning Observation	National Meteorological Service headquarters, Usutfu Road Mbabane below High Court of Eswatinin	-26,3328	31.141	2 Mb/s	Cross Border		
46	Irene	Observation Office	Irene Weather Office LNR farm Irene	25 54' 39.56"	28 12'37.94" E	50 Mb/s	Wireless/Microwave		
47	Gqeberha (Port Elizabeth) Radar	Radar Observation	Nelson Mandela Bay Traffic College, Greenbushes, Gqeberha / Port Elizabeth 6018	33°56'16.86"S	25°25'23.3 9"E	10 Mb/s	New Site		
48	Vanetia Mine Radar	Radar Observations	Vanetia Diamond Mine Alldays Limpopo	-22.2675	29.33167	20 Mb/s	New Site		

Annexure I

POPIA : Supplier Notice and Consent Form



**South African
Weather Service**

Private Bag X097, Pretoria, 0001 • Tel: + 27 (0) 12 367 6000 • www.weathersa.co.za • USSD: *120*7297#

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):

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- 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

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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

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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.....	