4th Floor
Riverwalk Office Park
Block A, 41 Matroosberg Road
Ashlea Gardens
PRETORIA
SOUTH AFRICA
0181

P.O. Box 580, **MENLYN,** 0063
Tel: 012 346 1738, **Fax:** 086 693 7472
E-Mail: tenders@pfa.org.za
Website: www.pfa.org.za

BID DESCRIPTION: ICT LAB INFRASTRUCTURE REPLACEMENT (INFRASTRUCTURE, SOFTWARE AND IMPLEMENTATION)

BID NUMBER: OPFA/ICT/052021

CLOSING DATE: 08 OCTOBER 2021

CLOSING TIME: 11:00

Bidder name: _____

Company registration number: _____

CSD number: _____

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1. INTRODUCTION

1.1. The Office of the Pension Funds Adjudicator (OPFA) was established in terms of section 30B of the Pension Funds Act No.24 of 1956 with effect from 1 January 1998 to investigate and determine complaints lodged in terms of the Act. The mission of the organisation is to resolve complaints in terms of the ACT.

1.2. In supporting the mission of the OPFA, Information and Communication Technology (ICT) has been identified as one of the key drivers in modernising and continuously improving the functioning of the organisation. This modernisation is aimed at improving service delivery to the stakeholders of the office and optimising internal operations. To this end, various investments have been made on underlying technologies to support the mission on the organisation and to ensure business continuity.

1.3. Part of the OPFA technology landscape includes the ICT lab environment which is made up of the physical and virtual machines that are used for the development and testing of applications. The lab environment is physically located in the primary data centre in Pretoria.

1.4. The ICT infrastructure at the ICT lab environment has reached end of life. It is for this reason that the OPFA is inviting suitable service providers to supply and configure the DELL infrastructure & software and provide implementation services for the LAB environment. The other requirement includes the supply of DELL servers that will be configured as domain controllers for both the production and disaster recovery environments.

2. SCOPE OF GOODS AND SERVICES

2.1. Supply and deliver the required Dell Infrastructure which includes the components, software and services (Refer to the Annexure A for detailed specification)

ITEMS #	DESCRIPTION	QUANTITY
2.1.1.	PowerEdge R450 Server[Dell PowerEdge R450 - Domain Controller]	3
2.1.2.	Dell EMC Switch S4128T-ON, 1U, 28 x 10Gbase-T, 2 x QSFP28, IO to PSU, 2 PSU, OS10[Dell EMC Networking S4128-ON - [DSDNS4128]]	2
2.1.3.	PowerEdge FX2[PowerEdge FX2 - Full Configuration - [EMEA_FX2_VI_VP]]	1
2.1.4.	PowerEdge FC640 Server Node[PowerEdge FC640 - Full Configuration - [EMEA_FC640_VI_VP]]	3
2.1.5.	Dell PowerEdge FN410T I/O Module, 8x Internal to 4x 10GBASE-T external ports - Non Factory Installed[Dell PowerEdge FN I/O Module- [DSDNFNIO]]	2
2.1.6.	C2G - Cat6 Ethernet (RJ-45) UTP Snagless Cable - Green - 3m	20
2.1.7.	PowerStore 1000T BASE ENC. FLD INST[Dell EMC PowerStore1000 T - EMEA]	1
2.1.8.	AppSync for PowerStore[Dell EMC AppSync for PowerStore - EMEA]	1

2.2. PROJECT IMPLEMENTATION PHASE

2.2.1. ***Phase 1 – Project Planning***

2.2.1.1. Documenting and finalising project plan and project documentation (scope, risk, cost, etc).

2.2.1.2. Documenting and finalising project handover plan.

2.2.2. ***Phase 2 – Design - Document the solution designs (Visio, Word and PDF)***

2.2.2.1. High level solution design before implementation

2.2.2.1.1. LAB servers, storage and networking.

2.2.2.1.2. Production and DR domain controllers.

2.2.2.1.3. LAB Microsoft Hyper V (File, RDS, and application servers), Active Directory (DNS, Certificate Authority, etc), Exchange, Dell Networker.

2.2.2.2. Detail as-implemented physical design after implementation (including ip_adresses, port numbers, cabling, etc) for the above.

2.2.3. ***Phase 3 – Decommissioning of the existing hardware and software***

2.2.3.1. Decommissioning of the existing lab infrastructure.

2.2.3.2. Decommissioning of the domain controllers in the production environment.

2.2.4. ***Phase 4 – Implementation Phase (LAB environment = Development and Test Environments)***

2.2.4.1. Active Directory

2.2.4.1.1. Installation and Configuration of the physical primary domain controller.

2.2.4.1.2. Creation of five (5) domain controller virtual machines on Windows OS 2019 (including latest updates).

2.2.4.1.3. Installation and Configuration of latest Active directory version in line with the approved design.

2.2.4.1.4. Creation of the trust relationship between production and the lab environments.

2.2.4.1.5. Creation of the user accounts and groups.

2.2.4.1.6. Creation of the test plan document, execute the plan and produce test results.

2.2.4.2. Microsoft Exchange

2.2.4.2.1. Creation of a virtual machine on Windows OS 2019 (including latest updates).

2.2.4.2.2. Installation and Configuration of Microsoft Exchange 2019 in line with the approved design (e.g., DNS, connectors, mail relay, etc).

2.2.4.2.3. Ensure that the LAB exchange server can relay emails to the production exchange server.

2.2.4.2.4. Creation of user and resource mailboxes.

2.2.4.2.5. Creation of the test plan, execute the plan and produce test results.

2.2.4.3. File Servers

2.2.4.3.1. Creation of two file server virtual machines (Dev and Test Environment) on Windows OS 2019 (including latest updates).

2.2.4.3.2. Installation of file server roles.

2.2.4.3.3. Configuration of shares and permissions.

2.2.4.3.4. Implement folder redirection.

2.2.4.3.5. Creation of the test plan, execute the plan and produce test results.

2.2.4.4. Backup Services

2.2.4.4.1. In line with the design, configure the Dell Networker backup solution for Microsoft Hyper-V, Active Directory, Exchange, Certificate Authority, File Server, SQL, SharePoint and 10 more applications.

2.2.4.4.2. Configure backup processes in line with the OPFA policies.

2.2.4.4.3. Creation of the test plan, execute the plan and produce test results.

*2.2.5. **Phase 5 – Implementation Phase (Production and DR Site)***

2.2.5.1. Installation and Configuration of the *two* physical primary domain controllers.

2.2.5.2. Installation of Windows Server 2019 including latest patches on the physical primary domain controllers.

2.2.5.3. Installation and Configuration of latest Active Directory and roles.

2.2.5.4. Promotion of domain controller (incl. verifying replication, migration of roles, IP addresses and DHCP configurations).

2.2.5.5. Decommissioning of the existing domain controller (demotion of server, shutting down the server and physically removing the server).

2.2.5.6. Creation of the test plan, execute the plan and produce test results.

2.3. PROJECT HANDOVER SERVICES

2.3.1. Project Handover to Operations

2.4. OVERALL PROJECT MANAGEMENT

2.4.1. Project Management documentation (e.g., Schedule, Cost, Scope, Risk, etc.)

2.4.2. Weekly and Monthly Status Updates

2.4.3. Overall management of the project including managing dependencies with other stakeholders (not just the service provider tasks).

2.5. POST IMPLEMENTATION SUPPORT

2.5.1. Provide post implementation support 40 hours (onsite or offsite) after configuration and migration services. The decision of whether to provide offsite or onsite will be at the discretion of the OPFA, based on the business requirements. The payment of these services will be prorated based on the actual hours used.

3. MANDATORY REQUIREMENTS

3.1. COMPLIANCE

Where there is a requirement for a bidder to provide substantiation or evidence, the bidder shall provide accordingly. The OPFA reserves the right to verify any information in the response with the bidder or any other sources (e.g., OEM, CSD, etc.). If the bidder does not comply fully with any mandatory requirement, it shall be regarded as mandatory non-performance/non-compliance and the bid SHALL be disqualified.

4.1.1	**SUPPLY AND DELIVERY OF THE INFRASTRUCTURE COMPONENTS AND SOFTWARE**	**COMPLY**	**DO NOT COMPLY**
	The bidder shall supply and deliver ***ALL*** the components and software specified in this document (Annexure A).		
4.1.2	**DEPLOYMENT SERVICES**	**COMPLY**	**DO NOT COMPLY**
	The bidder shall deliver ***ALL*** deployment services specified in this document and where required, get the support from OEM (Annexure A). *A letter from the OEM confirming this must be attached.*		

4.1.3	**INFRASTRUCTURE AND SOFTWARE INTEROPERABILITY AND COMPATABILITY**	**COMPLY**	**DO NOT COMPLY**
	The bidder shall ensure that all the provided infrastructure and software are interoperable and compatible to ensure that the LAB environment, production and DR site domain controllers work in totality. Any omission or remediation will be at the bidder's cost.		
4.1.4	**DESIGN DOCUMENTS**	**COMPLY**	**DO NOT COMPLY**
	The bidder shall produce the design documents as specified in the scope section of this document		
4.1.5	**DEPLOYMENT SERVICES TIMELINES**	**COMPLY**	**DO NOT COMPLY**
	The bidder shall within a week of delivery of equipment and software start with the pro-deployment services.		
4.1.7	**IMPLEMENTATION SERVICES**	**COMPLY**	**DO NOT COMPLY**
	The bidder shall execute all implementation services as outlined in the scope. This will be considered complete after the handover has been signed off by the operations team.		
4.1.8	**POST IMPLEMENTATION SUPPORT**	**COMPLY**	**DO NOT COMPLY**
	The bidder shall provide the post implementation support. The bidder agrees that they are not entitled to using these hours fully. The payment will be prorated based on the hours used.		

4.1.9	**PROJECT MANAGEMENT AND DEPENDENCY MANAGEMENT**	**COMPLY**	**DO NOT COMPLY**
	The bidder shall provide project management services which will include the management of dependencies with all the other stakeholders for the duration of the project. Project Management services are not required during the support phase of the contract.		
4.1.10	**PROJECT SCHEDULE**	**COMPLY**	**DO NOT COMPLY**
	The bidder shall submit the project schedule for the project portion of the contract. The bidder confirms that the project schedule is realistic and will form the baseline of project delivery. The bidder accepts that any delays in the project will result in penalties incurred by the bidder. No service credits, in any form, will be accrued by the bidder for finishing the task/milestone or the project earlier. *Please submit the milestone project schedule that starts from **the day the order is issued** to the **end of the project** phase.*		
4.1.11	**ACCREDITATION WITH DELL**	**COMPLY**	**DO NOT COMPLY**
	The bidder must submit a letter from Dell confirming that they are accredited to supply and deploy the equipment. The letter should also include that, should it be required by the bidder, DELL will provide support to deliver and implement the infrastructure components, software and services. The cost of DELL supporting the bidder will be at the bidder's cost. (A letter from the DELL/Distributor must be attached)		

4.1.12	**ACCREDITATION WITH HYPER-V AND MICROSOFT**	**COMPLY**	**DO NOT COMPLY**
	The bidder confirms that their organisation is accredited to work on ***Hyper-V and Microsoft Servers***. The bidder must outline in the response two or at most three successfully implemented project/contracts for similar services in the past five years with contactable references. If this is not available, the bidder must provide proof that arrangement have been made with the OEM or accredited service provider with required accreditation to ensure successful implementation of the contract. *A **signed** letter on the letterhead outlining compliance to this requirement should be attached.*		
4.1.13	**TRAVELLING, PARKING AND ACCOMODATION AND OVERTIME COSTS**	**COMPLY**	**DO NOT COMPLY**
	The bidders shall ensure that all travelling, parking and accommodation costs are included in the pricing in the cost model and will not be charged separately. The OPFA will not accommodate any claims whatsoever for travelling, parking and accommodation in order to implement this project. No overtime for working after hours to finish milestones can be claimed by the bidder.		
4.1.14	**COMPOSITE PRICING**	**COMPLY**	**DO NOT COMPLY**
	The bidder confirms that all the requirements and services necessary to deliver the goods and services as set out in this bid document, whether specifically stated or not, are included in this bid. The bidder confirms that they have reviewed the specification and quantities and have consulted with all stakeholders (e.g., OEM) to ensure that the requirements will meet the OPFA requirements. Any other additional required goods or services that are not specified in the bid document but		

	are required should be explained in the response and the pricing should be included in the cost model (under other). Any omission will be for the bidder's cost.		
4.1.15	**FIRM PRICING**	**COMPLY**	**DO NOT COMPLY**
	The bidder accepts that the pricing is firm for the duration of the bidding, contracting period and the project phase. The pricing of the bidder must also accommodate Rate of Exchange fluctuations. The OPFA will not pay for any ROE claims.		
4.1.16	**LOCATIONS**	**COMPLY**	**DO NOT COMPLY**
	The bidder shall be required to deliver the goods and services at the addresses mentioned in this document.		
4.1.16	**PENALTIES**	**COMPLY**	**DO NOT COMPLY**
	The bidder accepts the penalties will apply as outlined in this document		

4. PENALTIES

5.1. The bidder is expected to provide the project schedule as part of the response to this bid. This project schedule will be reviewed and updated once the OPFA has awarded the contract. The project plan will then be signed off by both the bidder and the OPFA representative(s).

5.2. Invoices will only be considered for approval once the milestone has been reached and the milestone report has been submitted and accepted by the project team.

5.3. If the bidder fails to deliver the goods or services in line with the agreed timelines, the OPFA reserves the right to deduct penalty amount as specified below, from the next invoice, irrespective of the service to which the penalty applies. The bidder will not accrue service credits for finalising milestones ahead of schedule; therefore, the bidder will not be able to offset the penalties with the service credits.

5.4. No penalty will be imposed against the bidder in instances where agreed timelines are not met for reasons that fall outside the bidder's scope.

5.5. Imposing the penalty does not absolve the bidder from performing the task, if repetitive non-compliance continues the repetitive penalty will be imposed until the milestone is completed.

5.6. A penalty of 5% of will be levied on the relevant line items in the cost model for missing the agree timelines by a week (5 working days). A maximum of 20% will be levied per cost model item per month.

5. COST MODEL (FIRM PRICING)

ITEM #	DESCRIPTION	SCOPE SECTION	COST (EXCL VAT)	COST (INCL VAT)
1.	Supply and delivery of ***ALL*** ICT Infrastructure (Components, Software, Services).	2.1		
2.	Design – Document the solution design	2.2.2		
3.	Decommissioning of existing ICT hardware and software.	2.2.3		
4.	Implementation Phase (LAB environment = Development and Test Environment)	2.2.4		
5.	Implementation Phase (Production and DR Site) Domain Controllers	2.2.5		
6.	Project Handover Services	2.3		
7.	Project Management	2.21 & 2.4		
8.	Post Implementation Support	2.5		
9.	***Other***			
		TOTAL		

6. LOCATIONS OF THE DATA CENTRES

PRIMARY DATACENTRE	DR DATA CENTRE
Riverwalk Office Park, Ashlea Gardens Ext 6, Pretoria	GrowthPoint Business Park Unit 4, cnr Tonnetti and Old Pretoria Road, Midrand **OR** Waterfall Corporate Campus Waterfall Drive, Waterval City,Midrand

ANNEXURE A

PRODUCT	QTY	CATEGORY	QTY	CODE	DESCRIPTION
PowerEdge R450 Server[Dell PowerEdge R450 - Domain Controller]	3	Component	1	329-BGHZ	PowerEdge R450 Motherboard
			2	338-CBWM	Intel Xeon Gold 5315Y 3.2G, 8C/16T, 11.2GT/s, 12M Cache, Turbo, HT (140W) DDR4-2933
			1	379-BDTF	2.5 Chassis
			1	379-BDSS	SAS/SATA Backplane
			1	379-BDCO	Additional Processor Selected
			1	379-BCSF	iDRAC,Factory Generated Password
			1	379-BCQY	iDRAC Group Manager, Disabled
			1	321-BGSF	8x2.5" (SAS/SATA) 2 CPU
			1	330-BBVG	Riser Config 1, 2x16LP
			1	343-BBRQ	PowerEdge R450 x8 Short Drive Shipping Material
			1	350-BCFL	Dell EMC Lugage Tag (x8)
			1	350-BCEM	No Quick Sync
			1	370-AAIP	Performance Optimized
			1	370-AEVR	3200MT/s RDIMMs
			16	370-AGDS	32GB RDIMM, 3200MT/s, Dual Rank 16Gb BASE
			2	400-AXTV	480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD
			1	405-AAUZ	PERC H745 Controller, Front
			2	412-AAVR	Heatsink for CPU less than 185W
			1	450-AIQX	Dual, Hot-plug, PSU (1+1), 800, Mixed Mode
			2	450-AADY	C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m), Power Cord
			1	461-AAIG	Trusted Platform Module 2.0 V3
			1	293-10025	Asset Tag - ProSupport (Website, barcode, Onboard MacAddress)

			1	293-10049	Order Configuration Shipbox Label (Ship Date, Model, Processor Speed, HDD Size, RAM)
			1	540-BCRS	Intel X710-T2L Dual Port 10GbE BASE-T, OCP NIC 3.0
			1	750-ACFR	Front PERC Mechanical Parts, front load
			1	770-BCJI	ReadyRails Sliding Rails Without Cable Management Arm
			1	770-BDZL	Cable Management Arm
			1	780-BCDS	Unconfigured RAID
			1	528-CRVW	iDRAC9 Datacenter 15G
		Software	1	384-BBBH	Power Saving BIOS Settings
			1	384-BCTN	Standard Fan x7
			1	631-AACK	No Systems Documentation, No OpenManage DVD Kit
		Service	1	683-19204	ProDeploy Plus Dell Server R Series 1U/2U - Deployment
			1	683-19205	ProDeploy Plus Dell Server R Series 1U/2U - Deployment Verification
			1	528-BIYY	OpenManage Enterprise Advanced
			1	709-BBIL	Basic Next Business Day 36 Months
			1	865-BBNF	Prosupport Plus and 4Hr Mission Critical Initial, 36 Month(s)
Dell EMC Switch S4128T -ON, 1U, 28 x 10Gbase-T, 2 x QSFP28, IO to PSU, 2 PSU, OS10[Dell EMC Networking S4128-ON - [DSDNS4128]]	2	Component	2	450-ACSU	Power Cord, PDU (Rack)
			1	470-ABOU	Dell Networking Cable, 100GbE QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 0.5 Meter
			1	528-10337	
		Software	1	619-AMJB	OS10 Enterprise S4128T-ON
		Service	1	487-14714	1 Year ProSupport Plus OS10 Enterprise Software Support-Maintenance
			1	683-19054	ProDeploy Plus Dell Networking S Series 4XXX Switch - Deployment

			1	683-19055	ProDeploy Plus Dell Networking S Series 4XXX Switch - Deployment Verification
			1	709-13025	Base Warranty
			1	709-15618	1Yr Return to Depot - Minimum Warranty
			1	709-15619	90 Day SW Bug Fixes Support Media Replacement
			1	865-58082	3Yr ProSupport Plus and 4hr Mission Critical
PowerEdge FX2[PowerEdge FX2 - Full Configuration - [EMEA_FX2_VI_VP]]	1	Component	1	321-BBFM	PowerEdge FX2 Chassis for up to 4 Half-Width Nodes
			1	321-BBFZ	FX2S Chassis Configuration Label
			1	321-BBGH	PowerEdge FX2S Chassis Configuration with Flexible IO (up to 8 PCIe Slots)
			1	321-BBFT	FX2 Half-Width Node Filler Blank
			1	403-BBEQ	SD Storage for Chassis Management Controller
			1	409-BBEW	Serial I/O Management Cable, for Ethernet Blade Switches
			1	450-ADTZ	Power Supply, Redundancy Alerting Enabled Configuration
			1	450-AENU	Dual, Hot-plug, Redundant Power Supply, 2000W, C19/C20 Power Cord Required for Use
			2	450-ADHP	Jumper Cord, 230V,2.5M,C19/C20
			1	540-BBQM	Redundant Ethernet Switch Configuration
			1	770-BBER	FX2 ReadyRails Sliding Rails
		Software	1	634-BNJG	CMC Enterprise for FX2
			1	631-AACK	No Systems Documentation, No OpenManage DVD Kit
		Service	1	683-19237	ProDeploy Plus Dell Server FX2 Converged - Deployment
			1	683-19238	ProDeploy Plus Dell Server FX2 Converged - Deployment Verification
			1	709-BBIL	Basic Next Business Day 36 Months
			1	865-BBNF	Prosupport Plus and 4Hr Mission Critical Initial, 36 Month(s)

PowerEdge FC640 Server Node[PowerEdge FC640 - Full Configuration - [EMEA_FC640_VI_VP]]	3	Component	2	338-BSGN	Intel Xeon Gold 6240 2.6G, 18C/36T, 10.4GT/s, 24.75M Cache, Turbo, HT (150W) DDR4-2933
			1	379-BDCO	Additional Processor Selected
			1	379-BCQY	iDRAC Group Manager, Disabled
			1	321-BEVI	Chassis with up to 2 SAS or SATA Hard Drives (PERC required) MLK
			1	370-AEVR	3200MT/s RDIMMs
			1	370-AAIP	Performance Optimized
			16	370-AEVP	64GB RDIMM, 3200MT/s, Dual Rank
			1	370-ADRU	M.2 Blank Riser for C6420
			1	385-BBKT	iDRAC9,Enterprise
			2	400-AXRN	480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive
			1	405-AAED	H330 Controller
			1	412-AAJM	2 CPU Heatsink
			1	450-AJPT	Non-Redundant Power Supply on Chassis (X+0 PSU Configuration)
			1	461-AAEM	Trusted Platform Module 2.0
			1	293-10049	Order Configuration Shipbox Label (Ship Date, Model, Processor Speed, HDD Size, RAM)
			1	492-BCFD	Asset Tag - ProSupport (Website, barcode, Onboard MacAddress)
			1	540-BBVO	Intel X710 Quad Port 10GbE BASE-T Adapter, PCIe Low Profile
			1	555-BCKQ	Intel X710 Dual Port, 10Gb KR Blade Network Daughter Card
			1	750-AADI	System ordered as part of Multipack order
			1	750-AABF	Power Saving Dell Active Power Controller
			1	780-BCDN	RAID 1
			1	528-CFHY	Windows Server 2019 Datacenter,16CORE,Digitally

					Fulfilled Recovery Image, Multi Language
		Software	1	634-BSFD	Windows Server 2019 Datacenter,16CORE,FI,No MED,UnLTD VMs,NO CALs, Multi Language
			1	634-BSGG	Windows Server 2019 Datacenter,16CORE,Media Kit, Multi Language
			2	634-BSGF	Windows Server(R) 2019 Datacenter Edition,Add License,16CORE,NO MEDIA/KEY
			1	634-BSGD	Windows Server(R) 2019 Datacenter Edition,Add License,2CORE,NO MEDIA/KEY
			1	631-AACK	No Systems Documentation, No OpenManage DVD Kit
		Service	1	528-BIYY	OpenManage Enterprise Advanced
			1	709-BBIM	Basic Next Business Day 36 Months
			1	865-BBNF	Prosupport Plus and 4Hr Mission Critical Initial, 36 Month(s)
Dell PowerEdge FN410T I/O Module, 8x Internal to 4x 10GBASE-T external ports - Non Factory Installed[Dell PowerEdge FN I/O Module - [DSDNFNIO]]	2	Component	1	470-AAGN	Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 1 Meter
			1	528-10337	
		Software	1	634-BFBL	Software, Rights to use Full-Switch Mode, FN I/O Module
		Service	1	709-13903	Base Warranty
			1	709-13904	3Yr Basic Warranty - Next Business Day - Minimum Warranty
			1	710-94748	3Yr ProSupport Plus and 2hr Mission Critical
C2G - Cat6 Ethernet (RJ-45) UTP Snagless Cable - Green - 3m (A6927850)	20	Component	1	A6927850	C2G - Cat6 Ethernet (RJ-45) UTP Snagless Cable - Green - 3m
PowerStore 1000T BASE ENC. FLD INST[Dell EMC	1	Component	1	370-AEZP	384GB Appliance DIMM 192GB Per Node
			10	400-BGGI	P1 25X2.5 NVME SED SSD 1.92TB

PowerStore 1000 T - EMEA]			1	406-BBON	10GBASE-T 4 PORT CARD PAIR
			1	450-AIOM	Dual 1800W (200-240V) Power Supply, includes C13/C14 Power Cords
			1	565-BBJN	10GBASE-T 4 PORT IO MODULE PAIR
		Service	1	683-23387	ProDeploy Plus for PowerStore 1xxx T
			1	528-BTZK	PowerStore Base SW
			1	709-BBKK	Parts Only Warranty 12 Months, 12 Month(s)
			1	865-BBYQ	ProSupport Plus and 4Hr Mission Critical Extension, 24 Month(s)
			1	865-BBYR	ProSupport Plus and 4Hr Mission Critical Initial, 12 Month(s)
AppSync for PowerStore[Dell EMC AppSync for PowerStore - EMEA]	1	Component	1	487-11931	3Y ProSupport Plus Mission Critical for AppSync Starter Pack Software Support/Maintenance
			1	528-BYHF	AppSync Str Pk for PowerStore=CB
			1	821-21944	ProSupport Plus Mission Critical for AppSync Starter Pack Software Support Contract

7. EVALUATION STAGE 2 – PRICE AND PREFERENCE

The 80/20 preference point system shall be applicable to this bid, where 80 points represent maximum obtainable points for the lowest acceptable price, and 20 points represents the B-BBEE level status. 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
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

8. GENERAL UNDERTAKINGS

The following shall be applicable to this request for proposals:

8.1. The OPFA will not accept the bid, if the OPFA is satisfied that any person (including an employee, partner, director or shareholder of the tenderer or a person acting on behalf of or with the knowledge of the tenderer), firm or company:

8.1.1. Is restricted from doing business with the state or employed by the state

8.1.2. Has in any manner been involved in a corrupt act in relation or other gift or remuneration to any officer or employee of the OPFA in connection with obtaining or executing a contract;

8.1.3. Has acted in bad faith, in a fraudulent manner or committed an offence in o obtaining or executing a contract;

8.1.4. Has in any manner influenced or attempted to influence the awarding of OPFA's bid;

8.1.5. Has, when advised that their tender has been accepted, given notice of his inability to execute or sign the contract;

8.1.6. Has engaged in any anti-competitive behaviour, including having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from tendering for this contract, or relating to the tender price to be submitted by either party.

8.1.7. Has disclosed to any other person, any information relating to this bid, except where disclosure, in confidence, was necessary to obtain quotations required for the preparation of the tender or required by law;

8.1.8. The OPFA may, in addition to any other legal recourse which it may have, cancel the contract between the OPFA and such a person and/or resolve that no tender from such a person will be considered for a specified period.

8.2. The award of this tender may be subjected to price negotiation with the highest point scorer in terms of the preferential procurement regulation if the price offered is considered not to be market related.

9. TENDER ENQUIRIES

9.1. Any questions regarding this tender shall be submitted in writing to the official mentioned in the Tender Notice, enquiries must be sent to tenders@pfa.org.za

10. TENDER BRIEFING

10.1. There will be NO tender briefing on this project; for any enquiries/clarity bidders must send enquiries to the designated mail by not later than 1 October 2021 to allow the OPFA opportunity to respond to enquiries. Enquiries received after this date will not be responded to.

11. TENDER SUBMISSIONS

11.1. Completed documents with supporting annexures shall be packaged, sealed, clearly marked and submitted on or before the closing date and time.

Closing date: 08 October 2021
Time: 11H00
Tender No: OPFA/ICT/052021

Bids must be hand delivered to the OPFA's address as follows
41 Matroosberg Road
Riverwalk Office Park
Block A, Fourth Floor
Ashlea Gardens
Pretoria

11.2. Late submissions and bids submitted by means of e-mail, telegram, telex facsimile, electronic or similar means shall not be considered**.**

12. TENDER SUBMISSION FORMAT

12.1. The OPFA requires one original copy of the completed bid document and supporting documents (hard copy) and one soft copy in a memory stick or compact disc, bidders must ensure the soft copy is readable. All submission must be made as per paragraph 11 above**.**

13. REGISTRATION WITH CENTRAL SUPPLIER DATABASE

13.1. The OPFA will not award any bid to a supplier who is not registered as a prospective supplier on the Central Supplier Database (CSD) as required in terms of National Treasury National Treasury SCM Instruction Note 4A of 2016/2017.

14. BID VALIDITY PERIOD

14.1. Bid validity period will be ninety days from closing of the tender.

15. ADDITIONAL INFORMATION REQUIRED

The following additional information is required:

A sworn declaration and/or proof that a bidder:

- Is not participating and contributing to any retirement fund for its employees
- Is participating and contributing to a pension or provident fund and contributions are not in arrears. As proof, a confirmation of their contribution status from their retirement fund administrator must be submitted together with the declaration.

16. PROTECTION OF PERSONAL INFORMATION

16.1. “Personal Information” means personal information as defined in the Protection of Personal Information Act, 2013 (Act No. 4 of 2013), as amended from time to time.

16.2. All information collected and submitted by the bidders will be used by the OPFA for the evaluation and adjudication of this bid to determine the bidders’ suitability and compliance to deliver the goods/services required. By submitting this bid the bidder gives consent for the OPFA to process the personal information provided by the bidder accordingly.

16.3. Personal Information” (PI) shall mean the race, gender, sex, pregnancy, marital status, national or ethnic origin, colour, sexual orientation, age, physical or mental health, disability, religion, conscience, belief, culture, language and birth of a person; information relating to the education or the medical, financial, criminal or employment history of the person; any identifying number, symbol, email address, physical address, telephone number, location information, online identifier or other particular assignment to the person; the biometric information of the person; the personal opinions, views or preferences of the person; correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; the views or opinions of another individual about the person whether the information is recorded electronically or otherwise.

16.4. The parties acknowledge that for the purposes of this bid and agreement the parties may come into contact with, or have access to PI and other information that may be classified, or deemed as private or confidential and for which the other party is responsible. Such PI may also be deemed or considered as private and confidential as it relates to any third party who may be directly or indirectly associated with this agreement. Further, it is acknowledged and agreed by the parties that they have the necessary consent to share or disclose the PI and that the information may have value.

16.5. The parties agree that they will at all times comply with POPIA's Regulations and Codes of Conduct and that it shall only collect, use and process PI it comes into contact with pursuant to this agreement in a lawful manner, and only to the extend required to execute the services, or to provide the goods and to perform their respective obligations in terms of this agreement.

16.6. The parties agree that it shall put in place, and at all times maintain, appropriate physical, technological, and contractual security measures to ensure the protection and confidentiality of PI that it, or its employees, its contractors or other authorised individuals comes into contact with pursuant to this agreement.

16.7. Notify each other immediately where it has reasonable grounds to believe that the Personal Information in respect of this agreement, which has been provided to it including any Personal Information which it has processed, has been lost, destroyed, or accessed or acquired by any unauthorised person.

16.8. Unless so required by law, the parties agree that it shall not disclose any PI as defined in POPIA to any third party without the prior written consent of the other party, and notwithstanding anything to the contrary contained herein, shall any party in no manner whatsoever transfer any PI out of the Republic of South Africa.

STANDARD BIDDING DOCUMENTS

SBD1: PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE OFFICE OF THE PENSION FUNDS ADJUDICATOR					
BID NUMBER:	**OPFA/ICT/052021**	CLOSING DATE:	**8 OCTOBER 2021**	CLOSING TIME:	**11:00**
DESCRIPTION	**ICT LAB INFRASTRUCTURE REPLACEMENT**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
41 MATROOSBERG ROAD					
RIVERWALK OFFICE PARK , BLOCK A, 4TH FLOOR					
ASHLEA GARDENS; PRETORIA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**			
CONTACT PERSON	**Magadi Tshitannye**	CONTACT PERSON	**Magadi Tshitannye**		
TELEPHONE NUMBER	**012 748 4048**	TELEPHONE NUMBER	**012 748 4048**		
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS	tenders@pfa.org.za	E-MAIL ADDRESS	tenders@pfa.org.za		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	**MAAA**
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ 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.**

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

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS 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 The general conditions of Contract are available here and must be submitted as part of the submission

http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/General%20Conditions%20of%20Contract-%20Inclusion%20of%20par%2034%20CIBD.pdf

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

SIGNATURE OF BIDDER:

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

DATE:

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

   - the bidder is employed by the state; and/or

   - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: …….

2.2 Identity Number: ……

2.3 Position occupied in the Company (director, trustee, shareholder[2]): ……..

2.4 Company Registration Number: ……..…….

2.5 Tax Reference Number:
……..……

2.6 VAT Registration Number: ……....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

[1]"State" means –

(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or
(e) Parliament.

[2]"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: ……...……
Name of state institution at which you or the person connected to the bidder is employed : ……
Position occupied in the state institution: ……

Any other particulars:
……

……
……

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

……
……
……

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:
……..
……..
……...

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1If so, furnish particulars.
……...
……..….

2.10 2.10. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars**.**

……
……
……

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

……
……
……

3 Full details of directors / trustees / members / shareholders.

Full Name	**Identity Number**	**Personal Tax Reference Number**	**State Employee Number / Persal Number**

4 DECLARATION

I, THE UNDERSIGNED (NAME)……
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

…….. ……

Signature **Date**

…… ……

Position **Name of bidder**

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Standard Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-

a. abused the institution's supply chain management system;
b. committed fraud or any other improper conduct in relation to such system; or
c. failed to perform on any previous contract.

4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? **(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied).** The Database of Restricted Suppliers now resides on the National Treasury's website(**www.treasury.gov.za**) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)……
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

……... **……..**

Signature **Date**

……. **……..**

Position **Name of Bidder**

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

[1] Includes price quotations, advertised competitive bids, limited bids and proposals.

[2] Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: **OPFA/ICT/052021**

_____

(Bid Number and Description) **ICT LAB INFRASTRUCTURE REPLACEMENT**
in response to the invitation for the bid made by: **Office of the Pension Funds Adjudicator**

_____

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:_____that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

    (a) has been requested to submit a bid in response to this bid invitation;
    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    (a) prices;
    (b) geographical area where product or service will be rendered (market allocation)
    (c) methods, factors or formulas used to calculate prices;
    (d) the intention or decision to submit or not to submit, a bid;
    (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
    (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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] 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.

10. 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.

……

Signature **Date**

……

Position **Name of Bidder**

SBD 6.1

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

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

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

---

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

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

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

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

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

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

2. DEFINITIONS

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

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

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:…….

8.2 VAT registration number:……

8.3 Company registration number:…….

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……
……
……
……..

8.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as

indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

WITNESSES	**SIGNATURE(S) OF BIDDERS(S)**
1. ……..	DATE: ……..
2. ……..	ADDRESS ……..
	……..
	……..