



REQUEST FOR QUOTATION

REFERENCE NUMBER:	CCB2026/07/01	
SERVICES NEEDED:	Hosting (CCB Odoo Financial System) Services	
CLOSING DATE: CLOSING TIME:	31 July 2026 16h00	
EVALUATION CRITERIA:	80/20 Preference Point System	
ENQUIRIES:	Bidding Procedures	Technical -related
	Ms. Deidre Hartzenberg procurement@castleofgoodhope.co.za	Mr. Mandla Ngewu cfo@castleofgoodhope.co.za

PROPOSAL SUBMITTED BY:

NAME OF COMPANY	
PHYSICAL ADDRESS	
CSD NUMBER	
Contact details (email)	
Contact person Cell phone number	
Contact person name	

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1 BACKGROUND

The Castle Control Board (CCB) would like to invite bidders to provide fully managed hosting, Maintenance and Optimization of Odoo version 16 Community Edition (CE) ERP And Financial Management services.

2 PURPOSE

The purpose of this TOR is to solicit quotes from bidder(s) for the provision of hosting services to the CCB for thirty-six (36) months. The TOR makes provision for roles and responsibilities of the potential bidder required for the provision of hosting services for the financial system. This RFQ does not constitute an offer to do business with the CCB but merely serves as an invitation to bidder(s) to facilitate a requirements-based process.

3 DEFINITIONS

- 3.1 **CoCT** refers to City of Cape Town Metropolitan Municipality
- 3.2 **CGH Castle of Good Hope**
- 3.3 **CCB** refers to Castle Control Board
- 3.4 **DoD** refers to the Department of Defence
- 3.5 **MoD MV** refers to the Minister of Defence and Military Veterans
- 3.6 **PC** refers to Personal Computer
- 3.7 **SLA** means Service Level Agreement which is a contract that defines the level of service expected from the service provider
- 3.8 **VAT** refers to Value Added Tax
- 3.9 **GCC** refers to General Conditions of Contract

4 LEGISLATIVE FRAMEWORK OF THE BID

4.1 Tax Legislation

Bidders must be compliant when submitting a proposal to CCB and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the bidder's tax obligations.

The Tax Compliance status requirements are also applicable to foreign bidders who wish to submit bids.

It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may, on an ongoing basis during the tenure of the contract, disclose the bidder's tax compliance status, and by submitting this bid such confirmation is deemed to have been granted.

Bidders are required to be registered on the Central Supplier Database, and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database, and their tax compliance status will be verified (must also be tax compliant) through the Central Supplier Database

4.2 Procurement Legislation

The CCB has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

4.3 Technical Legislation and/or Standards

Bidders should be cognisant of the legislation and/or standards specifically applicable to the provision of professional services.

4.4 Sub-contracting

Bidders who intend to engage sub-contractors must ensure that all documents required from the primary bidder are likewise submitted for each sub-contractor. In addition, bidders must provide a clear declaration of the percentage of work to be performed by each subcontractor.

5 COMPULSORY BRIEFING SESSION

There will be no briefing session.

6 TIMELINE OF THE BID PROCESS

- 6.1 The period of validity of this bid and the withdrawal of offers, after the closing date and time, is **90** days. The project timeframes of this bid are set out below:

Activity	RFQ
Advertisement of bid on Government e-Tender Portal/ CCB Website	17 July 2026
Bid documents will be accessed from the CCB website:	17 July 2026
Bid closing date and time	31 July 2026 at 16H00

- 6.2 All dates and times in this bid are South African standard time.
- 6.3 Any time or date in this bid is subject to change at the CCB's discretion.
- 6.4 The establishment of a time or date in this bid does not create an obligation on the part of CCB to take any action or create any right in any way for any bidder to demand that any action be taken on the date established.
- 6.5 The bidder accepts that, if CCB extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

7 CONTACT AND COMMUNICATION

- 7.1 A nominated official of the bidder(s) can make enquiries in writing, to Ms. Deidre Hartzenberg for enquiries, via email procurement@castleofgoodhope.co.za and Mr. Mandla Ngewu cfo@castleofgoodhope.co.za and/or by phone at 021 461 4676. Bidders must reduce all telephonic enquiries by writing and sending them to the above email addresses.
- 7.2 The CCB reserves the right to disqualify any bidder that contacts or engages any other CCB employee except the ones indicated above on matters / enquiries / questions related to this tender.
- 7.3 The delegated official at CCB may communicate with the bidder(s) where clarity is sought in the bid proposal.
- 7.4 Any communication with an official or a person acting in an advisory capacity for CCB in respect of the bid between the closing date and the award of the bid by the bidder(s) is discouraged.
- 7.5 All communication between the bidder(s) and CCB must be done in writing.

- 7.6 Whilst all due care has been taken in connection with the preparation of this bid, CCB makes no representations or warranties that the content of the bid or any information communicated to or provided to the bidder(s) during the bidding process is, or will be, accurate, current, or complete. CCB and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current, or complete.
- 7.7 If bidder(s) find(s) or reasonably believe(s) it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by CCB (other than minor clerical matters), the bidder(s) must promptly notify CCB in writing of such discrepancy, ambiguity, error, or inconsistency in order to afford CCB an opportunity to consider what corrective action is necessary (if any).
- 7.8 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by CCB will, if possible, be corrected and provided to all bidder(s) via CCB website, without attribution to the bidder(s) who provided the written notice.
- 7.9 All people (including bidder(s) obtaining or receiving the bid and any other information in connection with the bid of the tendering process) must keep the contents on the bid and other such information confidential and not disclose or use the information except as required for the purpose of developing a proposal in response to this bid.

8 LATE BIDS

Bids received after the closing date and time, at the email address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the bidder(s).

9 COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by bidders or qualifying any bid conditions may result in the invalidation of such proposals.

10 FRONTING

- 11.1. CCB supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background, CCB condemns any form of fronting.



- 11.2. CCB, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct, or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the quotations. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such an enquiry/investigation, the onus will be on the bidder to prove that fronting does not exist. Failure to do so within a period of (14) fourteen days from the date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor conducting business with the public sector for a period not exceeding (10) ten years, in addition to any other remedies CCB may have against the bidder/contractor concerned.

11 SUPPLIER DUE DILIGENCE

- 11.1 CCB reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period.
- 11.2 CCB reserves the right to request presentations/ demonstrations from the short-listed bidders as part of the bid process.

12 SUBMISSION OF PROPOSALS

- 12.1 Bidders must submit documents, on or before the closing date and time, either by:

Hand / Courier:

The Castle of Good Hope, Corner Castle & Darling Street, Cape Town, 8001

OR

Postal services:

Castle Control Board
P.O Box 1
Cape Town
8000

NB: Bidders are responsible for the bids reaching the CCB on or before the closing date and time. Bids received after the closing date and time will not be accepted.

- 12.2 All bids must be submitted hardcopy in a sealed envelope and secure package. All bids must have the reference **CCB 2026/07/01/Hosting**. The tender box will be placed at the Castle of Good Hope reception. **The submission times: 09h30 – 16h00.**



12.3 All bids when submitted must be in two copies of each file, one original and a copy.

File 1 – Technical File

- **Prequalification documents (Stage 0 pre-qualification criteria)-refer to 16.1**
- **Technical Responses and Bidder Compliance Checklist for Desktop Evaluation (Including supporting documents) - refer to 16.2.**

File 2 – Price and Preference Points Claims

- **Pricing Schedule and preference point claims- refer to 16.3.**

12.4 Bid documents will only be considered if received by CCB before the closing date and time.

12.5 Bidders are required to submit, before or on 31 July 2026 at 16H00, the following:

12.5.1 A comprehensive proposal which clearly refers to all requirements of the functionality criteria.

12.5.2 The comprehensive proposal must outline the bidder's understanding of the brief and show evidence of the ability to meet the scope requirements and all expected deliverables.

12.5.3 All necessary proof of meeting the competency and expertise requirements.

12.5.4 Rates structure in response to the painting services.

12.5.5 All pre-qualification documents.

12.6 Bidders are requested to submit a minimum of three (3) favorable reference letters from previous work that was done.

13 DURATION OF CONTRACT

The duration of the contract will be for 36 Months.

14 SCOPE OF WORK

14.1 The bidder must provide the following:

Bidders must provision enterprise-grade, local cloud infrastructure matching or exceeding the following capacity and performance requirements.

Server Architecture & Deployment Model

- **Managed Status: Fully Managed.** CCB does not maintain internal technical IT infrastructure capacity or database administrators.
- **Production Environment:** 1 x Dedicated Virtual Machine (VM) configured as the primary production node. Shared public or resource-contended public cloud environments are not acceptable.
- **Staging/Testing Environment:** 1 x Secondary VM deployed as an isolated testing/staging node for user acceptance testing (UAT), security patch verification, and custom module testing before production rollout.

Computer & Memory Configurations

- **Processor Capacity:** Minimum **4 vCPUs** per VM (Dedicated, guaranteed compute cores).
- **RAM Allocation:**
 - **Baseline:** Minimum **8 GB of dedicated RAM** initially allocated to the active production instance.
 - **Scalability Requirement:** The underlying hosting infrastructure must support seamless, non-disruptive vertical scaling **up to 20–24 GB RAM** to accommodate functional expansions, system utilisation spikes, and financial year-end auditing workloads.
- **Storage & Data Volumes**
 - Bidders must provision high-speed storage (SSD / NVMe) optimised for high-frequency PostgreSQL database transactions:
 - **Application Core Size: 12 GB** (Primary file system footprint excluding database binaries; contains core Odoo setup, custom Python modules, dependencies, and web assets).
 - **Current Database Data Volume: 43 GB** active operational data footprint.
 - **12-Month Storage Forecast:** Provisions must account for organic data growth scaling to a minimum of **70 GB** within the first 12 months. Total provisioned storage must include a safe operating buffer for log files, temporary tables, and caching (Minimum **120 GB usable storage space** on the production VM to maintain peak performance thresholds).

The selected service provider will assume full responsibility across the following five core operational pillars:

Pillar A: Secure Cloud Hosting (SaaS Environment)

- **Hosting Location:** Data must reside on physical servers within South Africa (e.g., AWS Cape Town Region, Teraco, or equivalent tier-3 data centres) to comply with the Protection of Personal Information Act (POPIA).

- **Security Infrastructure:** Dedicated virtual private server (VPS) or containerised architecture, SSL/TLS encryption in transit and at rest, and active firewalling.
- **Availability:** Minimum **99.9% uptime** guarantee with 24/7 proactive resource monitoring.
- **Data Protection:** Automated daily backups with a minimum 30-day retention policy and regularly verified disaster recovery (DR) restoration protocols. 3-2-1 principle.

Pillar B: First-Line Technical Support & Troubleshooting

- **First-Line Technical Support:** Direct troubleshooting for general system anomalies, connectivity dropouts, interface freezes, and user authentication blockages.
- **Functional Support:** Remediation of daily transaction execution blocks, ledger imbalances, journal entry compilation errors, and report generation problems.
- **Customisation Stewardship:** Operational support for existing legacy custom Python modules, customised QWeb PDF templates (invoices, purchase orders), and specialised reporting dashboards.

Pillar C: Proactive System Maintenance & Lifecycle Management

- **Patch Management:** Routine deployment of security patches, critical bug fixes, and hotfixes for the Odoo CE application tier and the underlying PostgreSQL database engine.
- **Performance Optimisation:** Routine database maintenance, index rebuilds, vacuuming routines, and automated alert triggers for memory/storage depletion.
- **Minor Upgrades:** Testing, staging, and implementing minor version updates without disrupting the live production environment.

Pillar D: Compliance, Audit-Readiness & PFMA Alignment

- **AGSA Audit Trail Support:** Ensuring the underlying database retains immutable, timestamped tracking logs of all user interactions, manual journal modifications, and authorisations.
- **PFMA & GRAP Compliance:** Collaborating with the CCB financial team to align Odoo's reporting outputs with the Public Finance Management Act (PFMA) and Generally Recognised Accounting Practice (GRAP) guidelines.
- **Local Tax Alignment:** Maintaining precise SARS VAT configurations, e-filing export compatibility, and withholding tax structures.

15 PRICING MODEL

15.1 Bidders must fill in the "Pricing Schedule" as supplied in this bid documentation.

15.2 Bidders must submit a separate comprehensive list of all costs for all possible charges, those included and not included on the supplied schedule, for the purposes of the service level agreement.

15.3 Failure to price all the above-mentioned products will result in disqualification.

Pricing Schedule (Goods and services)

Ref Number: **CCB2026/07/01** Closing Time: **16H00** on **31 July2026**

Name of bidder: _____

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

1. BIDDERS MUST SUBMIT A SEPARATE COMPREHENSIVE LIST OF ALL COSTS FOR ALL POSSIBLE CHARGES
2. FAILURE TO PRICE ALL THE LISTED PRODUCTS WILL RESULT IN DISQUALIFICATION.

ITEM No.	PRODUCT/ SERVICES	Description	Size	Quantity	Unit price
1.	Hosting services	Odo Financial Management System			
Sub-Total					
Vat					
Total					

Enquiries may be directed as follows:

Regarding bidding procedures-

Castle Control Board
Castle of Good Hope
Cnr Castle and Darling Str
Cape Town
8001

Deidre Hartzenberg
Tel: +27-21-461 4676
Email: procurement@castleofgoodhope.co.za

For technical information:

Castle Control Board
Castle of Good Hope
Cnr Castle and Darling Str
Cape Town
8001

Mandla Ngewu
+27-21-461 4676
Email: cfo@castleofgoodhope.co.za

16 EVALUATION AND SELECTION CRITERIA

CCB has set minimum standards (Gates) that a bidder needs to meet to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Pre-qualification Criteria (Gate 0)	Functionality Criteria (Gate 1)	Price and Specific Goals (Gate 2)
Bidders must submit all documents as outlined in (Table 1) below. Only bidders that comply with ALL these criteria shall proceed to Gate 1.	Bidder(s) are required to achieve a minimum of 80 points out of 100 points to proceed to Gate 2 (Price and Specific Goals).	Only bidders who have met and exceeded the threshold of 80 points in Gate 1 will proceed to Gate 2.

16.1 Gate 0: Prequalification

16.1.1 The bidders must return the documents listed in **Table 1 below**.

16.1.2 All documents must be completed and signed by the duly authorised representative of the prospective bidders.

16.1.3 During this phase, Bidders' responses will be evaluated based on compliance with the listed administration, using the Central Supplier Database (CSD), and mandatory bid requirements.

16.1.4 The bidders' proposals may be disqualified for non-submission of any of the documents.

Table 1: Documents that must be submitted for Pre-qualification (take note of #33 below).

Document that must be submitted	Non-submission may result in disqualification?	
1. SBD 1 -Invitation to Bid	YES	Complete and sign the supplied pro forma document.
2. Tax Clearance Certificate	YES	a. CCB transacts with service providers that have a compliant tax status. b. CCB makes use of the CSD report to verify the tax status of suppliers. Please ensure that your tax business is in good order with SARS. c. CCB does not transact with service providers that have a non-compliant tax status.
3. Pricing Schedule	YES	Complete the supplied pro forma document.
3.1 Attached detailed quotation	YES	Attached a detailed quotation.
4. SBD 4 -Bidder's Declaration of interest	YES	Complete and sign the supplied pro forma document.
5. SBD 6.1 -Preference Points Claim Form in terms of Preferential Procurement Regulations, 2022	YES	Complete and sign the supplied pro forma document. Non-submission will lead to a zero (0) score on Specific Goals.
6. SBD 6.2 Declaration Certificate for Local Production and Content for Designated sector	YES	Complete and sign the supplied pro forma document.
7. SBD 8 Declaration of Past Supply Chain Management Practice	YES	Complete and sign the supplied pro forma document.
8. SBD 9 Certificate of Independent Bid Determination	YES	Complete and sign the supplied pro forma document.
9 Central Supplier Database (CSD) Report	Yes	Attached document
10 Company Registration Certificate	Yes	Attached document

16.2 Gate 1: Functionality Criteria

16.2.1 Bidders must score 80 points to proceed to Gate 2.

16.2.2 Bidders must reference their submission alongside the functionality criteria in Column [reference in pack].

Criterion Element	Weight	Reference in pack
Company Experiences and Track Record: Reference letters of at least 3 successful Odoo implementation, hosting or support contracts executed within Public Sector entities or regulated medium-to-large corporate enterprises within the last three (3) years. • Excellent/Comprehensive Three (3) reference letters (30 points) • Good/Adequate Two (2) Reference letters (20 points) • Poor /Non-Complaints One (1) Reference (10 points) • No Response (0 points)	30	
Team Capability Qualification: Experience of Odoo or similar system engineer, database administrator, and functional financial support consultant (Detailed CV and qualifications.) • Excellent/Comprehensive response Team Capabilities Qualifications detailed (20 points) • Good/Adequate Team Capabilities Qualifications (10 points) • Poor /Non-Complaints Team Capabilities Qualifications, (5 points) • No Response (0- points)	20	

Hosting infrastructure Redundancy& Security: Local Tier-3 Hosting facilities, active POPIA compliance Controls, functional disaster recovery architecture, and backup frequencies. • Excellent/comprehensive Hosting Infrastructure Redundancy & Security (30 points) • Good/Adequate Hosting Infrastructure Redundancy & Security (20 points) • Poor/Non-Compliant Hosting Infrastructure Redundancy & Security (10 points) • No Response (0 points)	30	
Transition& Migration Methodology: A structured, risk-mitigated transition plan explaining how the bidder will extract, verify and launch the current Odoo ecosystem from the legacy service provider without compromising data integrity or causing operational downtime. • Excellent/comprehensive Transition& Migration Methodology plan (20 points) • Good/Adequate Transition and Migration Methodology plan (15 points) • Poor/non-compliant Transition and Migration Methodology plan • No response (0 points)	20	
Total	100	

- (a) Bids will be rated in respect of each criterion of the point scored. The maximum possible score that can be achieved for functionality is 100.
- (b) Bidders that do not achieve a minimum score of 80 (out of 100) for functionality will not be evaluated further.

16.3 Gate 2: Price and Specific Goals

17.3.1 In terms of regulation 4 of the Preferential Procurement Regulations, 2022, pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points) and

- Specific Goals (maximum 20 points).

17.3.2 The evaluation of price and specific goals will be evaluated as outlined in **Table 2 below**.

Table 2: Price and Specific Goals Evaluation

Element	Weight
Price	80
Specific Goals	20
- HDIs (who had no franchise on national elections before the 1983 and 1993 constitution) (8 points) - Women (4 points) - Youth (4 points) - People with disabilities (2 points) - Implementation of RDP goals (The Promotion of SMMEs) (2 points)	
Total	100

17 GENERAL CONDITIONS OF CONTRACT

17.1 any award made to a bidder(s) under this bid is conditional, amongst others, upon-

17.2 The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract (GCC) as the minimum terms and conditions upon which CCB is prepared to enter a contract with the successful bidder(s).

17.3 The bidder submitting the **GCC to CCB together with its bid, duly signed** by an authorized representative of the bidder.

18 SERVICE LEVEL AGREEMENT

19.1 Upon award, CCB and the successful bidder will conclude a supplementary agreement regulating the specific terms and conditions applicable to the services being procured by CCB.

19.1 The successful bidder shall compile the Service Level Agreement which both parties shall sign.

19 CONDITIONS OF THIS BID

19.1 CCB reserves the right to:

19.2 Not award or cancel this bid at any time and shall not be bound to accept the lowest or any bid.

19.3 Negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who have not been awarded the status of the preferred bidder(s).

19.4 Accept part of a bid rather than the whole bid.

19.5 Carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the service offered by the bidder(s), whether before or after adjudication of the bid.

19.6 Correct any mistakes at any stage of the bid that may have been in the bid documents or occurred at any stage of the tender process.

- 19.7 Cancel and/or terminate the bid process at any stage, including after the closing date and/or after presentations have been made, and/or after the bids have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 19.8 Conduct Financial Statement Analysis only on the recommended bidders after completion of the pricing and specific goals evaluation stage.
- 19.9 Award a bid based on which bidder is offering the best value for money, even if the bid is not the lowest priced bid.
- 19.10 Not award the bid to the bidder whose financial statements are not in order.
- 19.11 Award to multiple bidders to spread the risk.

20 BIDDER'S DECLARATION

- 20.1 The bidders are required to confirm that they will:
 - 20.1.1 Act honestly, fairly, and with due skill, care, and diligence, in the interests of CCB.
 - 20.1.2 Have and effectively employ the resources, procedures, and appropriate technological systems for the proper performance of the services.
 - 20.1.3 Act with circumspection and treat CCB fairly in a situation of conflicting interests.
 - 20.1.4 Comply with all applicable statutory or common law requirements applicable to the conduct of business.
 - 20.1.5 Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with CCB.
- 20.1.6 Avoid fraudulent and misleading advertising, canvassing, and marketing.
- 20.1.7 Conduct their business activities with transparency and consistently uphold the interests and needs of CCB as a client before any other consideration; and
- 20.1.8 Ensure that any information acquired by the bidder(s) from CCB will not be used or disclosed unless the written consent of CCB has been obtained to do so.

21 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

21.1 CCB reserves the right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognized stock exchange), indirect members, being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognized stock exchange, directors or members of senior management, whether in respect of CCB or any other government organ or entity and whether from the Republic of South Africa or otherwise "Government Entity".

21.1.1 Engages in any collusive bidding, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid.

21.1.2 Seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity.

21.1.3 Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of CCB's officers, directors, employees, advisors or other representatives.

21.1.4 Makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity.

21.1.5 Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to being provided to a Government Entity.

21.1.6 Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any bid, contract, right or entitlement which is in any way related to procurement or the bidding of any services to a Government Entity.

21.1.7 Has in the past engaged in any matter referred to above; or

21.1.8 Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

22 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

22.1 The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that CCB relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

22.2 It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by CCB against the bidder notwithstanding the conclusion of the SLA between CCB and the bidder for the provision of the service in question. In the event of a conflict between the bidder's proposal and the SLA concluded between the parties, the SLA will prevail.

23 PREPARATION COSTS

The bidder will bear all its costs in preparing, submitting, and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing CCB, its employees or agents, under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

24 INDEMNITY

If a bidder breaches the conditions of this bid and as a result of that breach, CCB incurs costs or damages (including, without limitation, the costs of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds CCB harmless from any and all such costs which CCB may incur and for any damages or losses CCB may suffer.

25 PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written unless such written information provided expressly amends this document by reference

26 LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. CCB shall not be liable to compensate the bidder on any grounds whatsoever for any costs incurred or any damage suffered as a result of the bidder's participation in this bid process.

27 TAX COMPLIANCE

No tender shall be awarded to a bidder who is not a tax compliant. CCB reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent TCC to CCB, or whose verification against the Central Supplier Database (CSD) proves non-compliant. CCB further reserves the right to cancel a contract with a successful bidder in the event that such a bidder does not remain tax compliant for the full term of the contract.

28 NATIONAL TREASURY

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners, or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. CCB reserves the right to withdraw an award, or cancel a contract concluded with a bidder should it be established, at any time, that a bidder has been blacklisted with the National Treasury by another government institution.

29 GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

30 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors, and other representatives), its sub-contractors, if any, and personnel of its sub-**contractors comply with all terms and conditions of this bid**. In the event that CCB allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and CCB will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractor.

31 CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with CCB's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by CCB remain proprietary to CCB and must be promptly returned to CCB upon request together with all copies, electronic versions, excerpts, or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure CCB's written approval prior to the release of any information that pertains to (a) the potential work or activities to which this bid relates; or (b) the process which follows this bid. Failure to adhere to requirement may result in disqualification from the bid process and civil action.

No confidential information relating to the process of evaluating or adjudicating bids or appointing a bidder will be disclosed to a bidder or any other person not officially involved with such a process.

32 PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any CCB proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any other bidder(s).

33 SBD FORMS FOR COMPLETING

1. Document Retrieval

Visit the official Castle of Good Hope website at www.castleofgoodhope.co.za.

- Navigate too **About Us**
- Select **SCM (Supply Chain Management)**
- Download the following Standard Bidding Documents (SBD):
- SBD 4
- SBD 6.1
- SBD 6.2
- SBD 8
- SBD 9

2. Form Completion

Accurately complete each of the downloaded SBD forms in accordance with the RFQ requirements.

3. Submission Package

Attach the completed SBD forms along with all required supporting documentation

