



A handwritten signature or set of initials in black ink, appearing to be 'P' or 'D' with a flourish.

REQUEST FOR BIDS:

APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, PROVISIONING AND DEPLOYMENT OF A LICENSED BACK UPS, REPLICATION, AND DRAAS APPLICATION, IAAS FOR DRAAS AND LONG-TERM RETENTION STORAGE BUCKET FOR RESTORES, SUPPORT AND MAINTENANCE

(BID NUMBER: PROC T644)

CLOSING DATE AND TIME: 25 OCTOBER 2023 AT 11H00 AM

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BID DOCUMENTS CHECK LIST:

VERY IMPORTANT: THE CONTENTS OF THE BID/ TENDER DOCUMENT MUST BE AS FOLLOWS:

The potential bidder must submit four (4) Bid proposals, compile one (1) original, (1) electronic version (USB), make one (1) copy from the original bid document and email proposal to Tenders@serviceseta.org.za in a zipped file up to a maximum size of 100MB.

1. The Services SETA bid documents must be submitted in official format (not to be re-typed).
2. The bid proposal must be properly bonded, punched, numbered and separated per checklist schedule below.

PLEASE SUBMIT THE BID PROPOSAL AS PER AFOREMENTIONED SUBMISSION REQUIREMENTS AND BELOW CHECKLIST SCHEDULE, AS IT MAKES IT EASIER FOR THE BID EVALUATION COMMITTEE TO EVALUATE YOUR PROPOSAL.

Checklist Schedule

| Schedules | Description | Submitted: YES or NO |
|-------------|---|-------------------------|
| Schedule 1 | The potential bidder must be registered with National Treasury Central Supplier Database (CSD) | |
| Schedule 2 | Bid document must be signed and duly completed, together with all declaration of interest/standard bidding documents (SBD's 1, 3.3, 4, 6.1 and 7.2) | |
| Schedule 3 | Provide and attach a copy of Company Registration Certificate | |
| Schedule 4 | Provide and attach proof of certification / certified Microsoft Licensing Solution Partner for Enterprise Agreements & Microsoft Certified in Microsoft Enterprise Products and Services | |
| Schedule 5 | The potential bidder must submit Proof of its B-BBEE Status Level of Contributor | |
| Schedule 6 | The potential bidder must be tax compliant on National Treasury Central Supplier Database (CSD) prior to award. | |
| Schedule 7 | Capacity and Competencies | |
| Schedule 8 | Methodology and Approach | |
| Schedule 9 | Assignment Experience | |
| Schedule 10 | Identity Documents, Cancelled Cheque or Letter from the Bank Confirming Banking Details | |
| Schedule 11 | Pricing Schedule | |
| Schedule 12 | Bid proposals (4) compile one (1) original, (1) electronic version (USB) , make one (1) copy from the original bid document must be properly bounded and email proposal to Tenders@serviceseta.org.za in a zipped file up to a maximum size of 100MB. | |

**PART A
INVITATION TO BID**

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (<i>SERVICES SETA</i>) | | | | | |
|--|---|---------------|--|--|---------|
| BID NUMBER: | PROC T644 | CLOSING DATE: | 25 OCTOBER 2023 | CLOSING TIME: | 11H00AM |
| DESCRIPTION | APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, PROVISIONING AND DEPLOYMENT OF A LICENSED BACK UPS, REPLICATION, AND DRAAS APPLICATION, IAAS FOR DRAAS AND LONG-TERM RETENTION STORAGE BUCKET FOR RESTORES, SUPPORT AND MAINTENANCE | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (<i>STREET ADDRESS</i>) | | | | | |
| (SERVICES SETA HEAD OFFICE) | | | | | |
| 15 SHERBORNE ROAD, PARKTOWN, JOHANNESBURG 2193 | | | | | |
| NB: ALL BIDS MUST BE SUBMITTED IN THE TENDER BOX | | | | | |
| The bid box is open during office hours: | | | | | |
| Monday – Thursday: 8am – 4pm | | | | | |
| Friday: 8am – 3pm | | | | | |
| NOTE! | | | | | |
| THE RELEVANT AUTHORITY MUST SIGN IN FULL WHERE REQUIRED AND INITIAL ALL PAGES OF THE SBD FORMS | | | | | |
| BIDS MUST BE SUBMITTED AS 1 ORIGINAL, ELECTRONIC COPY (USB), 1 COPY AND EMAIL PROPOSAL TO Tenders@serviceseta.org.za IN A ZIPPED FILE UP TO A MAXIMUM SIZE OF 100MB, EACH MARKED AS SUCH. | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | Conny Mathebula | | CONTACT PERSON | Sibusiso Mabaso | |
| TELEPHONE NUMBER | (011) 276 9621 | | TELEPHONE NUMBER | 011) 276 9734 | |
| FACSIMILE NUMBER | N/A | | FACSIMILE NUMBER | N/A | |
| E-MAIL ADDRESS | tenders@serviceseta.org.za | | E-MAIL ADDRESS | sibusisoma@serviceseta.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 |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? | | <input type="checkbox"/> Yes <input type="checkbox"/> 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, 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."

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:

(Professional Services)

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

| | | | |
|--------------------|--|--|--|
| Entity name | | | |
| Total value | | | |

In order to compare process, bidders must indicate their prices on the basis of the following:

| Deliverables | Year 1 | Year 2 | Year 3 | Amount (Exclusive VAT) |
|---|--------|--------|--------|---------------------------|
| Project Management and Implementation | 1 | 0 | 0 | |
| Disaster Recovery as a Service, IaaS, PaaS | 1 | 1 | 1 | |
| 150 TB Off-Site Long-Term Repository Commit | 1 | 1 | 1 | |
| Off-Site Long-Term Repository Out of Bundle Rate per TB a month | 1 | 1 | 1 | |
| SaaS Application Licenses | 1 | 1 | 1 | |
| Transition and Exit Plan | 1 | 0 | 1 | |
| DNS Hosting | 1 | 1 | 1 | |
| Service Management | 1 | 1 | 1 | |
| Other cost (if any) provide clear breakdown | | | | |
| Vat 15 % | | | | |
| Total (including all other applicable charges) | | | | |

Please Note the following:

- Services provided must reflect prices in accordance with the terms of reference;
- Bidders are also advised to indicate a total cost breakdown for this assignment;
- Own pricing schedule can be compiled to cover costs as per terms of reference;
- Bidders must clearly state the contract renewal and termination with steps of the termination process clearly identified.

1. It must be noted that the bid will NOT necessarily be concluded in terms of total price

and/or rates only due to the high technical and functional requirements.

2. Total bid price (incl of all applicable taxes and skills development) R.....

3. Period required for commencement with project after acceptance of bid.....

4. Are the rates quoted firm for the full period of contract? **Yes or No**

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

.....

.....

All applicable taxes” includes value- added tax, pay as you earn, income tax, Unemployment Insurance fund contributions and skills development levies.

Any enquiries regarding bidding procedures may be directed to the following members in writing.

Supply Chain Management

Email: tenders@serviceseta.org.za

Or for technical information –

Email: sibusisoma@serviceseta.org.za

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

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

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

| | |
|--------------------|-------------------------|
| Signature | Date |
| Position | Name of bidder |

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

| | POINTS | POINTS |
|--|------------|------------|
| PRICE | 90 | 80 |
| SPECIFIC GOALS | 10 | 20 |
| Total points for Price and SPECIFIC GOALS | 100 | 100 |

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|--|--|--|--|
| Black People Ownership | 3 | 6 | | |
| Woman Ownership | 4 | 8 | | |
| Youth Ownership | 2,5 | 5 | | |
| Disability Ownership | 0,5 | 1 | | |
| Total | 10 | 20 | | |

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

| | |
|-----------|-------|
| WITNESSES | |
| 1 | |
| ~ | |

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

| APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, PROVISIONING AND DEPLOYMENT OF A, LICENSED BACK UPS, REPLICATION, AND DRAAS APPLICATION, IAAS FOR DRAAS AND LONG-TERM RETENTION STORAGE BUCKET FOR RESTORES SUPPORT AND MAINTENANCE | PRICE (ALL APPLICABLE TAXES INCLUDED) | COMPLETION DATE | TOTAL PREFERENCE POINTS CLAIMED | POINTS CLAIMED FOR EACH SPECIFIC GOAL |
|---|---------------------------------------|-----------------|---------------------------------|---------------------------------------|
| | | | | |

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

6. AUTHORITY FOR SIGNATORY

Signatories for close corporations and companies shall confirm their authority **by attaching to this form** a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

“ By resolution of the board of directors passed on _____ 20 _____

Mr _____ has been duly authorized to sign all

documents in connection with the Tender for Contract _____

No _____ and any Contract, which may arise there from on behalf of

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

AS WITNESSES: 1 _____

2 _____

7. TERMS OF REFERENCE / SPECIFICATIONS

PURPOSE OF THIS PROJECT

APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, PROVISIONING AND DEPLOYMENT OF A, LICENSED BACK UPS, REPLICATION, AND DRaaS APPLICATION, IAAS FOR DRaaS AND LONG-TERM RETENTION STORAGE BUCKET FOR RESTORES SUPPORT AND MAINTENANCE

INTRODUCTION AND OVERALL OBJECTIVES

The Services Sector Education and Training Authority (SSETA) was established and registered in March 2000 in terms of the Skills Development Act of 1998. The SETA aims to provide for the skills development needs of the services sector through the bursary awards and implementation of learnerships, disbursement of grants and monitoring of education and training.

The Services Sector Education and Training Authority (SSETA) hereby invites all suitably qualified Service Provider to submit their bid responses demonstrating their capabilities and competencies in the provisioning of and deployment of a, licensed backups, replication, and DRaaS application, IaaS for DRaaS and long-term retention storage bucket for ad hoc and planned restores for a period of 3 years. The approved DRP seeks to a) Automate all backups and restores processes; b) Automate the activation and fail back of DRaaS ; c) Automate all adequate reporting for governance and compliancy; d) the proposed application must support zero tolerance and be cyber resilient to Zero Day ICT security incident breaches; e) A customer centric approach that ensures an Improved user experience with a heavy focus on customer satisfaction of the Services SETA ICT Administrators and business requirements for mission critical systems.

Additionally, the ICT strategy seeks to ensure that business continuity is not compromised, security management of the entire ICT landscape is improved, and all risks are clearly identified, mitigated against, and well managed. The successful service provider is expected to provide support and maintenance for an uninterrupted period of at least 3 years. Furthermore, the successfully appointed service provider must ensure that the DRaaS solution is compliant to the BCP of Services Seta.

2. BACKGROUND

Based at the Service SETA Head Office in Parktown, Johannesburg, ICT Department operates an outsourced model to support the ICT operations of the organization nationwide. The accredited credible service provider will use the existing Microsoft E5 Enterprise Agreement Licensed, fully equipped HPe Gen 9 and Gen 10 VM Hosts and a Gen 10 backup server, to install, and configure a highly scalable solution, that upgrades the current backup solution. This includes the supply, installation, and configuration of the solution for backups at the Services SETA Head Office Data Center which runs on a 200Mbps SDWAN firewalled backbone on which the certified service provider shall be permitted to connect and supply managed services on site and remotely for the backup infrastructure for the duration of the contract.

The backup solution will use this SDWAN connection to perform offsite replication of backup images to an in-country 150TB, S3 long-term cloud storage repository for the offsite retention of backup images. The SDWAN connection will also assist in the implementation of the on-demand or ad hoc restores, Failover and Failback of DRaaS via a VPN or IP Tunnelling protocol which should always be connected live to the DRaaS, IaaS, secondary virtual data centre, provisioned by the appointed service provider using the existing SDWAN secondary link.

Services SETA ICT infrastructure located at its Primary Data Center architecture, is anchored within a homogenous HPe hybrid infrastructure. The HPe hybrid infrastructure comprise of 11, Gen 9 or 10 Servers, running Microsoft’s Hyper V’s hosting close to 100 Virtual Machines, clustered in HPe Storage Enclosures managed by HPE StoreOnce and HPE OneView, with a heartbeat interlinked by 10Gb/s CAT 7e and fibre backbone through an Aruba campus core switch. The ability of the appointed service provider’s professional systems engineering resources who should possess a Certified Microsoft Professionals with relevant experience/certifications of operating the proposed solution in HPe environments will be an added advantage.

Kindly propose a purpose-built solution that ensures high availability of critical applications and services, while reducing complexity and costs. With capabilities not limited to cyber resiliency, automated failover/failback, intelligent insights, and centralized data management, the solutions must integrate with our existing IT environment—whether on-premises, hybrid cloud, or multi-cloud—to deliver continuous uptime and rapid recoverability of our enterprise systems. A comprehensive DRaaS test that is compliant to the Disaster Recovery Plans should occur at the very least two times in a financial year.

Please note that all pertinent documentation is available on the Services SETA website at www.serviceseta.org.za

3.SCOPE OF WORK/ DELIVERABLES

- SOW: FOR THE SUPPLY, PROVISIONING AND DEPLOYMENT OF, A LICENSED BACK UPS, REPLICATION, AND DRAAS APPLICATION, PaaS, SaaS, IaaS for DRaaS, LONG-TERM RETENTION STORAGE BUCKET FOR AD HOC AND PLANNED RESTORES FOR A PERIOD OF 3 YEARS

| PROJECT REQUIREMENTS | DESCRIPTION |
|---|---|
| <p>Data Corruption and Ransomware Protection</p> | <p>Services SETA seeks a solution that minimizes the disruptive potential of data corruption and ransomware by integrating data replication and recovery into a unified solution that provides multiple options for recovery in the event of a data corruption scenario or ransomware attack, including:</p> <ul style="list-style-type: none"> • the ability to create multiple frequent checkpoints from a live data replication stream that can be used to recover from data corruption or ransomware attacks resulting in continuous data checkpoints derived from real-time data replication. • Automated recovery for individual systems, applications, and multi-tier business services. • Ability to detect malicious encryption events then quickly recover in minutes by rolling back to a granular point-in-time just seconds before an attack. <p>The solution must provide analytics, tracking and reporting necessary to deliver organizational accountability of file use, data integrity and security. The data insights provided must include anomalous behaviour detection, custom query templates and file extension identification that can all be used to detect and alert on ransomware:</p> <ul style="list-style-type: none"> • Detect and alert on anomalous applications or compromised accounts based on data usage and file integrity by identifying deviations in read, write, create, delete, security and file counts for each user It compares historical data it has collected and looks for statistical standard deviations |

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| | <p>to help detect anomalous behaviour and identify accounts that might be compromised due to ransomware.</p> <ul style="list-style-type: none"> • Find ransomware files based on metadata. • Find the duplicates of the ransomware executables. • Use of built-in ransomware finder templates to find and review impacted files and compromised accounts. |
| <p>Project Management</p> <p>Disaster Recovery as a Service, IaaS, PaaS, Implementation</p> | <p>Services SETA seeks a solution that automates activation and de-activation of DRaaS as defined by the BCP through provisioning of several intelligent points of automated restores, hence maximizing uptime for our applications.</p> <ul style="list-style-type: none"> • Implement failover workloads to private cloud-based instances or VMs, utilize as-a-service with a ready-made platform, that caters for min 50Tb, 25 Cores and 256Gb of Ram virtual machines hardware resources dedicated for disaster recovery as a service. • Backup virtual servers to an off-site data center and mitigate disaster by replicating and storing data at a different location for DRaaS purposes as defined by the DRP and the Backups and Recovery SOP • Have virtual copies of our mission critical systems' latest versions of our production environment available on the click of a button with an option of always running and available hosted by the service providers IaaS, PaaS, and SaaS. • Tightening up of Services Seta RTO and RPO windows as informed by the reviewed BIA and ensure our data workloads are up to the minute reliable and available. • Standby DNS translation services with min of 10 reserved Public IPs for Services SETA Web Applications fail over. • Granularised system generated governance and compliance reporting for partial, full channel and readiness of DRaaS scheduled and on demand offline and online DRaaS testing. • Services SETA reserves all ownership rights to the content of the DRaaS estate, unauthorised access, distribution, or deletion of this estate shall be regarded as infringement of the contract which shall be dealt with severe legal consequences. • Upon being short-listed for evaluation inspection of the data center facilities where this DRaaS is hosted, it is mandatory to ensure your solution meets the requirements listed herein this document. • Upon appointment high-and low-level documentation of the entire proposed solution and environment is required to inform and update the ICT Enterprise Architecture. |
| <p>Off Site Storage Repository</p> | <p>The appointed service provider must provide an in-country, always live, guaranteed support for the entire duration of the contract with a Min of 150Tb Off Site Storage S3 Bucket Repository for long term retention of all full back up copies of all the servers in the protected daily incremental back up jobs. (As defined by the DRP)</p> <ul style="list-style-type: none"> • Visibility of the restore points available in the S3 bucket shall be provided in the monthly SLA reports. • Services SETA shall commit to a standard 150TB monthly priced package (Service providers kindly provide the out of bundle rate per Terra Byte used beyond the agreed 150TB) • Services SETA reserves all ownership rights to the content of the repository bucket, unauthorised access, distribution, or deletion of its contents shall be regarded as infringement of the contract which shall be |

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| | <p>dealt with severe legal consequences as per the Services Seta Security Policy.</p> <ul style="list-style-type: none"> • Upon being short listed for evaluation inspection of the data center facilities where this repository is hosted is mandatory to ensure it meets the requirements listed herein this document. • Service Provider/Bidders must provide a 3 month (beyond contract expiration) an exit strategy bearing reduced cost calculation of hosting this S3 Bucket until all the data has been fully transferred to the new service provider's infrastructure. |
| <p>Backups and Replication Application Software and Licenses</p> | <p>The appointed service provider must provision the proposed application's licensed software, configure, deploy, and customise running of daily backup jobs, replication, and DRaaS application locally on the dedicated Services SETA Backup server that will synchronise with the service provider's IaaS for DRaaS and long-term retention storage bucket for ad hoc and planned restores for a period of 3 years.</p> <ul style="list-style-type: none"> • Supply a favourable Services SETA owned, scalable 3 Year Back Up and Replication Application license package for up to 15 Hosts licensed and registered to Services SETA by the OEM. • Flexible to backup of, Microsoft: Hyper V, Linux: SLES, and VMware: vSphere (EXSi) Hosts and their VM workloads. • End to End encrypted connection between Services SETA and Service Providers data centre through use of a Services SETA VPN service account and secure SDWAN IP Tunnel. • Ability to tag content for easier search and retrieval. • Ability to discard content that doesn't need to be archived. • Ability to set retention times. • Encryption standards that support strict adherence to POPIA privacy regulations and data loss prevention. • Strict adherence to the DRP and the Backups and Recovery SOP. • On demand and scheduled restores of files, folders, applications, databases and servers. • Granularised on demand and scheduled Backup reports (Daily, Weekly, Monthly and Yearly) • Granularised Data Center resources capacity and monitoring on demand and scheduled reports |
| <p>Transition and Exit Plan</p> | <p>Within their Project Methodology and Approach bidders must submit a high-level project plan which speaks to the proposed solution based on the following guidelines:</p> <ul style="list-style-type: none"> • 200 TB Data Migration Plan from existing outgoing service provider's environments (AS-IS) into the new environment with timelines and projected package cost per month. • A new environment deployment plan indicating the project major milestones, a high-level implementation plan, associated with timelines. • 200 TB Data Egress Exit Plan on expiration of their contract to allow the incoming service provider access into their existing environments to extract all data (AS-IS) with timelines and projected cost per month. • Skills transfer should be part of the transition/exit plan. Training of internal ICT staff to perform support and maintenance must be incorporated into the bid document. |
| <p>Service Management</p> | <ul style="list-style-type: none"> • The dedicated professional team of resources provided for this project's entire duration of 3 years must be guided by best practice principles and standards supported by relevant skillsets, experience, and certifications in the proposed Backup, DRaaS application solution supported by |

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| | <p>PMBOK/PRINCE2/AGILE, ITIL 4 practices as a methodology and approach for the Service Providers 24/7 powered by an Incident Management System for service requests referencing, progress update, management and SLA monthly reporting.</p> <ul style="list-style-type: none"> • Incident Logging • Incident Management • Problem Management • Configuration Management • Release Management • Change Management • Provision of a centralised point of contact which will be via an incident management system which logs a reference ticket in email response, telephonic follow up, remotely or physically resolution of requests. • All service desk requests and/or logs shall be maintained, to provide detailed reports at the end of the month. • Assignment of request to applications and infrastructure technical help desk technicians • Management of daily support requests, speedy resolutions of faults in adherence to enforcement of SLA performance framework and service delivery framework. • Adherences and enforcement policies and procedures for delivery of end-user support. Include recording procedures, test fixes and follow-ups. • Study the infrastructure and systems currently in place at the Services SETA and make recommendations for enhancements or reconstructions. • Build / Enhance Systems in line with approved recommendations above. • Monitor, Control and Report on Application Support Activities. Include user satisfaction rating surveys. • Perform Monthly SLA services reviews with Services SETA ICT Department management. • Provide reports for internal and external audit as and when it is required and requested. |
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1. Secondary/Off Site Data Center and Professional Resources Mandatory Requirements

| ITEM | DESCRIPTION |
|--|---|
| 1. Application Licensing and Resources Certification | <p>Service provider must be accredited by OEM to supply and support the specific products offered in the solution.</p> <ul style="list-style-type: none"> • Accreditation certifications from the Backups, Replication and DRaaS Application OEM approving the Service Provider to Supply, Deploy, Support and Maintain the Application. • Professional Resources Technical Certifications from the Applications OEM for the dedicated resources assigned for project. • Professional Technical Resources Certified as Microsoft Certified Professionals and HPe/CCNA Networking for the dedicated resources assigned for project. |

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| | <ul style="list-style-type: none"> • Professional Resources Technical Certified in Linux, and VMware, for the dedicated resources assigned for project is optional. • At least 3 testimonial letters from current clients who have utilised the proposed application under the bidder's support and maintenance tenure ship for a period of at least 2 years in the last 3 years. |
| <p>2. Data Center Capabilities and Capacities</p> | <ul style="list-style-type: none"> • Proof of Partnership with Private Cloud Data Centre Infrastructure as an IaaS Service Provider confirming type and nature of agreement and contractual period (if facilities are not owned by the bidding entity) • If owned by the bidding entity kindly provide at least 2 testimonial letters from current clients who have utilised the resources, stating at what capacities for at least 2 years in the last 3 years. • Letter of Confirmation from the Private Cloud Data Centre Infrastructure as a Service Provider of Ownership/Leased Model Types, and Capacity of hardware Resources (e.g., CPUs, RAM, and Storage) • Upon being short listed for evaluation inspection of the data center facilities where this repository and DRaaS is hosted is mandatory to ensure it meets the requirements listed below. |
| <p>3. Data Center Environmental Controls</p> | <p>DRaaS and S3 Repository Datacentre Hosting: Bidder must provide a detailed. Architecture diagram/drawing depicting rack space within the cabinets that are connected to power feeds and dual cooling systems, with backup generator.</p> <p>The documentation accompanied by the topology/schematic diagram must indicate specifications capacities and locations of the following if installed:</p> <ol style="list-style-type: none"> 1. Temperature control systems (CRAC or HVAC air conditioners) 2. Fire suppression systems 3. Fire extinguishers 4. Fire Alarm Systems 5. Uninterrupted Power Supply 6. Raised Floor Server rooms 7. Generators. 8. Biometrics Access Control and IPCCTV Monitoring 9. Building Management System (with SMS notifications and monthly reporting) |

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| | *Final evaluation scoring for this criterion will be based on site inspection results |
| 4. DNS Hosting | <ul style="list-style-type: none"> • Proof of Partnership with an ISP as a DNS Hosting Service Provider confirming type and nature of agreement and contractual period (if the bidding entity is not an ISP) • If the bidding entity is an ISP provide applicable Internet Service Providers License for DNS Hosting Services. |

2. Penalties Clause

- Measurement of Service Level compliance shall be on an incident basis, but the penalty calculation shall be based upon an average response of all Incidents logged in the quarter under review, of which there must be a minimum of 10 (ten) Incidents.
- Incidents logged spanning a month-end will be counted in the month in which they are resolved and shall be excluded from all calculations in the preceding month.
- The maximum aggregate penalty amount shall be at a percentage agreed upon (per centum) on ratification of the service level agreement.
- In addition to bullets 1,2 and 3 above, penalties shall not be incurred where the delay in providing the Service is due to the Client, the Client's staff, or sub-contractors or other third parties.
- All penalties will be granted to the Client as a credit which shall be passed in the quarter following the quarter in which the event causing such credit occurred.
- Penalties shall be calculated as outlined in the Master Service Level Agreement, as a percentage of the maximum penalty amount as stipulated in in the particular service schedule.

4.THE DURATION OF ASSIGNMENT

It is envisaged that the project will be for a period of three (3) years.

5. KINDLY FORWARD THE FOLLOWING BID DOCUMENTS, WHERE A CERTIFIED COPY OF A DOCUMENT IS REQUIRED, IT MUST BE CERTIFIED WITHIN THE LAST THREE (3) MONTHS

QUALIFICATION REQUIREMENT

| QUALIFICATION/ GATEKEEPER REQUIREMENT (MANDATORY) | | |
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| | Has the applicable document been attached? | |
| 1. The potential bidder must be registered with National Treasury Central Supplier Database (CSD). | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. Bid document must be signed and duly completed, together with all declaration of interest/ standard bidding documents (SBD's 1, 3.3, 4, 6.1 and 7.2). | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. Provide and attach a copy of Company Registration Certificate. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Provide and attach proof of certification from the OEM of the proposed licensed backups, replication, and DRaaS application. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| The bidder must comply with the aforementioned qualification requirements above. Failure to abide by any of the requirements will lead to automatic disqualification. | | |
| OTHER IMPORTANT BID REQUIREMENT | | |
| | Has the applicable document been attached? | |
| 1.The tenderer must submit proof of its B-BBEE status level of contributor PLEASE NOTE: The tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but may only score points out of 80 for price; and scores Zero(0) points out of 20 for specific goals. Services providers are encouraged to comply with B-BBEE requirements for a more competitive advantage under B-BBEE scoring. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2.The potential bidder must be Tax Compliant on National Treasury Central Supplier Database (CSD) prior to award | | |

| | | |
|---|---------------------------------|--------------------------------|
| 3. The Supplier status must be active, when verifying with Central Supplier Database (CSD). Provide MAAA number | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Tax Status, the potential bidder must indicate pin number..... | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

6. EVALUATION CRITERIA

The value of this bid is estimated to be above R1 000 000 but below R50 000 000 or above R 50 000 000 (all applicable taxes included); therefore the **80/20 or 90/10** system shall be applicable.

Criterion 1- Qualification Requirement

Bidders will first be evaluated in terms of the gatekeeper/minimum requirements. Bidders who do not fulfil all the requirements or do not submit the required documents will be disqualified.

Criterion 2-Functionality Evaluation

Functionality is worth 100 points. The minimum threshold is 70 points. Bidders who score less than 70 points on functionality will therefore be disqualified; those who score 70 points or more will be further evaluated on **Criteria 3**.

Criterion 3-Price and Preference Evaluation

Price and Specific goals (B-BBEE status level of contributor), Evaluation will be conducted on a 80/20 or 90/10 preferential procurement principle.

NOTE: For the purpose of comparison and in order to ensure a meaningful evaluation, bidders must submit detailed information in substantiation of compliance to the evaluation criteria mentioned-above. Bidders may be invited to make a presentation as part of the evaluation process



FUNCTIONALITY SCORE SHEET




NAME OF POTENTIAL BIDDER.....

BID REFERENCE NUMBER PROC T644.....

CRITERION 2- FUNCTIONALITY

| A | B | C | D | E | F | G | H |
|----------------------------------|--|---|---|--------------------|--------------------------|--------------------------|-------|
| FUNCTIONALITY | REQUIREMENT | SCORE QUALIFICATION | MEASUREMENT (what must be provided/ demonstrated as minimum) | | | | |
| | | | Indicate what pages/ section in proposal? | Weighted Points | Yes | No | Score |
| Capacity and Competencies | The Potential Bidder must provide and attach CV's reflecting experience in IT Support <ul style="list-style-type: none"> Junior Resource has three (3) or less years' experience. Senior Resource has over four (4) years' experience. | Key Senior Resources' CVs, Qualifications/Experience reflecting Academic Qualifications, Diploma/BTech/Degree in: Computer Science, Information Technology, Information Systems, Electronics Engineering, Industrial Engineering, and other relevant qualifications/experience will be an added advantage. = 0-5 pts Key Senior/Junior Resources Project Managers must have Industrial Qualifications and Experience: PRINCE2/PMBOK/AGILE, or ITIL for Helpdesk resources = 0-5 pts Key Senior/Junior Technical Resources must have the Technical Certifications from the proposed Backups, Replication and DRaaS | What page (s) or section of your CVs may be found? State page (s) number..... or State section/ tab on your proposal. | 30pts | <input type="checkbox"/> | <input type="checkbox"/> | |

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|--|---|--|--|--|--|--|--|
| | <p>The Potential Bidder must provide proof of partnership/certification as an accredited service provider for SaaS, IaaS, and PaaS for DRaaS.</p> | <p>Application OEM. The following certifications are an added advantage ICT Security COMPTIA/CCNA, CISM/CISSP/CEH) or related, Microsoft Certification: HPE Certification and other relevant qualifications/experience will be an added advantage. = 0-5 pts</p> <p>The Potential Bidder must provide proof of partnership/certification as an accredited service provider by the OEM of the proposed Backups, Replication and DRaaS Application = 0-5 pts</p> <p>Where facilities are not owned but leased by the bidding entity kindly provide proof of partnership with the in-country Private Cloud Data Centre Infrastructure as an IaaS Service Provider confirming type, nature of agreement, contractual period, available computing resources and storage (include physical location address and contact person)</p> <p>If owned by the bidding entity kindly provide at least 3 testimonial letters from current clients who have utilised the resources, stating the in-country computing resources and storage capacities utilisation for at least 2 years in the last 3 years (include physical location address and contact person) = 0-5 pts</p> <p>Proof of Partnership with an ISP as a DNS Hosting Service Provider confirming type and nature of agreement and contractual period (if the bidding entity is not an ISP) If the bidding entity is an ISP provide applicable Internet Service Providers License for DNS Hosting Services. = 0-5 pts</p> | | | | | |
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| <p>Methodology and Approach</p> | <p>Demonstrate a solid understanding of Backups, Replication, DRaaS, Licensing, Support and Maintenance Professional Services as required in these terms of reference.</p> | <p>Project Methodology and Approach should exhibit the bidders understanding of how their proposed solution best assists in Backups, Replication, DRaaS, Support and Maintenance Professional Services as required in these terms of reference.</p> <ul style="list-style-type: none"> • Service Delivery Management Framework and Project Management = 0-6 Pts • Prevention of Data Corruption, Data Loss and Ransomware Protection = 0- 6 Pts • Disaster Recovery as a Service, IaaS, PaaS, and SaaS =0- 6 Pts • Descriptions of the proposed Data Centre Capabilities, Capacities, and Environmental Controls = 0-6 Pts • Transition and Exit Plan = 0-6 Pts • Governance, Risk and Audit = 0- 6 Pts • HelpDesk Framework =0- 6 Pts • Project Plan Turn Around Times Service Delivery Strategy =0- 6 Pts • Data Center Physical Inspection and Evaluation = 0- 12 Pts | <p>Provide clear project plan.</p> <p>What page (s) or section of your proposal bid</p> <p>State page (s) number..... section/ tab..... on your proposal</p> | <p>60pts</p> |  |  | |
| <p>Assignment Experience</p> | <p>Provide testimonials and traceable references of the Company's years of experience in provisioning of Backups, Replication, DRaaS, Licensing Support and Maintenance Professional Services as required in these terms of reference.</p> | <p>Provide three (3) or more testimonials and traceable references (No PO or award letter) with a logo, letterhead, contactable details, dates and signature of the Company's years of experience not older than five (5) years.</p> <p>Traceable references</p> <ul style="list-style-type: none"> • Three (3) or more testimonials = 0-10 pts • Two testimonials = 0-7.5pts • One testimonial = 0-5pts • No written testimonials =0pts | <p>Attach references letters</p> <p>What page (s) or section of your proposal for reference letters maybe found?</p> <p>number.....Or State section/ tab.....0 n your proposal.</p> | <p>10 pts</p> | |  | |

Note that Evaluation Committee will use their own discretion to assess quality of all bid proposals received in relation to above functionality criteria and may further verify information submitted from relevant sources/ your client and use their own discretion to score your proposal accordingly.

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| Total weighted Points | 100 | | | |
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The minimum functionality threshold is **70** points. Bidders who score less than 70 points on functionality will therefore be disqualified; those who score 70 points or more will be further evaluated on **Criteria 3**.

| | | |
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| Price and Preference points used: 80/20 or 90/10 preferential procurement principle | 80 or 90 (Price) | R.....,..... |
| | 20 or 10 (B-BBEE Status) | Level..... and points..... |

| | | | |
|---------------------------|--|--------------|------------------|
| Name of Evaluator: | | | |
| Signature: | | Date: |/...../2023 |

10. GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

2. Application

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

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.1.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected. 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:

- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is

between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

11. SERVICES SETA SUPPLIER DECLARATION FORM

The Supply Chain Management Manager

SSETA Vendor Management has received a request to load your company on to the SSETA vendor database. Please furnish us with the following to enable us to process this request:

1. Complete the "Supplier Declaration Form" (**SDF**) on page 2 of this letter
2. **Original** cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp**)
3. **Certified** copy of Identity document of Shareholders/Directors/Members (where applicable)
4. **Certified** copy of certificate of incorporation, CM29 / CM9 (name change)
5. **Certified** copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
6. A letter with the company's letterhead confirming physical and postal addresses
7. **Original** or **certified** copy of SARS Tax Clearance certificate and Vat registration certificate
8. Proof of company registered with National Treasury Central Supplier Database (CSD)
9. Tax compliant on National Treasury Central Supplier Database (CSD) prior to award (Refer above 8)
10. **Proof of B-BBEE status level of contributor**" means:
 - B-BBEE Status level certificate issued by an authorized body or person;
 - A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - Any other requirement prescribed in terms of the B-BBEE Act;

NB: ▪ **Failure to submit the above documentation will delay the vendor creation process.**

▪ *Where applicable, the respective Services SETA business unit processing your application may request further information from you. E.g. proof of an existence of a Service/Business contract between your business and the SSETA.*

IMPORTANT NOTES:

- a) **If your annual turnover is less than R10million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If the company is classified as an EME, the company is only required to obtain a sworn affidavit on an annual basis, confirming the following: (a) Annual Total Revenue of R10million or less and (b) Level of Black Ownership.
- b) **If your annual turnover is between R10million and R50million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE). A QSE must comply with all of the elements of B-BBEE for the purposes of measurement.

Enhanced B-BBEE recognition level for QSE:

- A QSE which is 100% Black Owned qualifies for a Level One B-BBEE recognition.
 - A QSE which is at least 51% Black Owned qualifies for a Level Two B-BBEE recognition level
 - In the above cases the QSEs mentioned above are only required to obtain an sworn affidavit on an annual basis confirming the following:
 - a) Annual Total Revenue of R50million or less;
 - b) Level of Ownership
- c) **If your annual turnover is in excess of R50million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all 5 elements of the BBEE Generic score-card. Please include your BEE certificate in your submission as confirmation of your status.
- NB: BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).
- d) **To avoid PAYE tax being automatically deducted from any invoices received from you**, you must also contact the SSETA person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.
- e) Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.
- f) **Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the SSETA Official who is intending to procure your company's services/products in order that he/she should complete and Internal SSETA Departmental Questionnaire before referring the matter to the appropriate SSETA Vendor Office.**

Regards,

SUPPLIER DECLARATION FORM

| | | | | | | |
|---|----|-------|---------|---------------------|-------------|-----------------|
| Company Trading Name | | | | | | |
| Company Registered Name | | | | | | |
| Company Registration Number Or ID Number If A Sole Proprietor | | | | | | |
| Form of entity | CC | Trust | Pty Ltd | Limited | Partnership | Sole Proprietor |
| VAT number (if registered) | | | | | | |
| Company Telephone Number | | | | | | |
| Company Fax Number | | | | | | |
| Company E-Mail Address | | | | | | |
| Company Website Address | | | | | | |
| Bank Name | | | | Bank Account Number | | |
| Postal Address | | | | | | |
| | | | | | | Code |
| Physical Address | | | | | | |
| | | | | | | Code |
| Contact Person | | | | | | |
| Designation | | | | | | |
| Telephone | | | | | | |
| Email | | | | | | |