



**REQUEST FOR BIDS:**

**APPOINTMENT OF AN HPE ARUBA IMPLEMENTATION PARTNER TO SUPPLY, DEPLOY, CONFIGURE, COMMISSION ENTERPRISE NETWORK REPLACEMENT EQUIPMENT AND SOFTWARE INCLUSIVE OF A 3 YEAR SUPPORT AND MAINTENANCE PLAN.**

**(BID NUMBER: PROC T663)**

**COMPULSORY BRIEFING SESSION:**

**25 FEBRUARY 2025 @11H00-13H00**

**VENUE: SERVICES SETA HEAD OFFICE**

**15 SHERBORNE ROAD, PARKTOWN, JOHANNESBURG, 2193**

**CLOSING DATE AND TIME: 25 MARCH 2025 AT 11H00 AM**

A handwritten signature or set of initials in black ink, appearing to be a stylized 'P' or similar character.



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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](mailto: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 ( <b>SBD's 1, 3.3, 4, 6.1 and 7.2</b> )	
Schedule 3	Provide and attach a copy of <b>Company Registration Certificate</b>	
Schedule 4	<ul style="list-style-type: none"> <li>• The potential bidder must provide proof of being an HPe partner</li> <li>• The bidder must be certified for ISO 9001 and ISO 27001</li> </ul>	
Schedule 5	The potential bidder must submit <b>Proof of its B-BBEE Status Level of Contributor</b>	
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 Project Approach	
Schedule 9	Assignment Experience: Testimonials	
Schedule 10	Turnaround Times	
Schedule 11	Identity Documents, Cancelled Cheque or Letter from the Bank Confirming Banking Details	
Schedule 12	Pricing Schedule	
Schedule 13	Bid proposals ( <b>4</b> ) compile one ( <b>1</b> ) original, ( <b>1</b> ) electronic version ( <b>USB</b> ), make one ( <b>1</b> ) copy from the original bid document must be <b>properly bounded and email proposal to <a href="mailto:Tenders@serviceseta.org.za">Tenders@serviceseta.org.za</a> in a zipped file up to a maximum size of 100MB.</b>	

**PART A  
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SERVICES SETA)					
BID NUMBER:	PROC T663	CLOSING DATE:	25 MARCH 2025	CLOSING TIME:	11H00AM
DESCRIPTION	APPOINTMENT OF AN HPE ARUBA IMPLEMENTATION PARTNER TO SUPPLY, DEPLOY, CONFIGURE, COMMISSION ENTERPRISE NETWORK REPLACEMENT EQUIPMENT AND SOFTWARE INCLUSIVE OF A 3 YEAR SUPPORT AND MAINTENANCE PLAN.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
(SERVICES SETA HEAD OFFICE)					
15 SHERBORNE ROAD, PARKTOWN, JOHANNESBURG 2193					
<b>NB: ALL BIDS MUST BE SUBMITTED IN THE TENDER BOX</b>					
The bid box is open during office hours:					
Monday – Thursday: 8am – 4pm					
Friday: 8am – 3pm					
<b>NOTE!</b>					
THE RELEVANT AUTHORITY MUST SIGN IN FULL WHERE REQUIRED AND INITIAL ALL PAGES OF THE SBD FORMS					
BIDS MUST BE SUBMITTED AS <u>1 ORIGINAL, ELECTRONIC COPY (USB), 1 COPY AND EMAIL PROPOSAL TO <a href="mailto:Tenders@serviceseta.org.za">Tenders@serviceseta.org.za</a> IN A ZIPPED FILE UP TO A MAXIMUM SIZE OF 100MB, EACH MARKED AS SUCH.</u>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>					
<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>					
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	<a href="mailto:tenders@serviceseta.org.za">tenders@serviceseta.org.za</a>		E-MAIL ADDRESS	<a href="mailto:SibusisoMa@serviceseta.org.za">SibusisoMa@serviceseta.org.za</a>	
<b>SUPPLIER INFORMATION</b>					
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 [IF YES ENCLOSE PROOF]	<input type="checkbox"/> No	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](http://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: .....

**2. PRICING SCHEDULE**

**SBD 3.3**

**(Professional Services)**

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

<b>Entity name</b>	
<b>Total value</b>	

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

<b>Deliverables</b>	<b>Quantity</b>	<b>Amount (Exclusive VAT)</b>
Project Management	1	
Project Governance Documentation	1	
<b>HPE Aruba Networking AP-615-RW Dual Radio Tri Band 2x2 Wi-Fi 6E Int Antennas Campus AP</b>	61	
HPE Aruba Networking Central AP Foundation 1-year Subscription E-STU	61	
Aruba 3Y FC NBD Exch AP-615 SVC [for R7J49A]	61	
HPE Aruba Networking AP-MNT-D Campus AP mount bracket kit (individual) type D: solid surface	61	
<b>HPE Aruba Networking CX 6200 48G Class4 PoE 4SFP+ 370W Switch</b>	20	
INCLUDED: SFP Adapters & Power Cords - South Africa localization	20	
Aruba 3Y FC NBD Exch 6200F 48G CL4 4SFP+ 370W SVC [for JL727B]	20	
<b>HPE Aruba Networking CX 5420 6-slot Switch</b>	1	
HPE Aruba Networking CX 5420 1600W AC Power Supply INCLUDED: Power Cord - South Africa localization	2	
Management Module CX 5420	2	



HP 8p 1G/10GbE SFP+	3	
HP 24p 10/100/1000BASE-T	2	
Aruba 3Y NBD	1	
<b>Brocade G620, 48 Port, Fibre Channel Switch</b>	2	
Aruba 3Y NBD	1	
Supply, deploy and configure a new primary fibre backbone to new primary core switch and demote the current fibre backbone to redundant for disaster recovery	1	
Post Implementation: Service Management, support and maintenance cost (Year 1)	12	
Post Implementation: Service Management, support and maintenance cost (Year 2)	12	
Post Implementation: Service Management, support and maintenance cost (Year 3)	12	
<b>Other cost (if any) provides clear breakdown<sup>1</sup></b> <ul style="list-style-type: none"> <li>• e.g. AP Cat 6e Krone/Molex LAN Points</li> <li>• SC/LC Fly Leads</li> <li>• Accessories</li> </ul>		
<b>Vat 15 %</b>		
<b>Total Inclusive of Vat</b> (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. Total bid price (incl of all applicable taxes) R.....
2. Period required for commencement with project after acceptance of bid.....
3. Are the rates quoted firm for the full period of contract? **Yes or No**
4. 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](mailto:tenders@serviceseta.org.za)

**Or for technical information –**

Email: [sibusisoma@serviceseta.org.za](mailto: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 interest<sup>1</sup> 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

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<sup>1</sup> 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 consortium<sup>2</sup> 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

\_\_\_\_\_

<sup>2</sup> 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
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>	<b>100</b>

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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{P_s} = \mathbf{80} \left( \mathbf{1} - \frac{\mathbf{P_t - P_{min}}}{\mathbf{P_{min}}} \right) & \mathbf{or} & \mathbf{P_s} = \mathbf{90} \left( \mathbf{1} - \frac{\mathbf{P_t - P_{min}}}{\mathbf{P_{min}}} \right) \end{array}$$

Where

P<sub>s</sub> = Points scored for price of tender under consideration

P<sub>t</sub> = Price of tender under consideration

P<sub>min</sub> = 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:

$$\begin{array}{ccc} \mathbf{80/20} & \text{or} & \mathbf{90/10} \\ P_{max} & & \\ \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{P}_{max}}{\mathbf{P}_{max}} \right) & \text{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{P}_{max}}{\mathbf{P}_{max}} \right) \end{array}$$

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		
<b>Total</b>	<b>10</b>	<b>20</b>		

**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.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....

**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 number .....dated .....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.

<b>APPOINTMENT OF AN HPE ARUBA IMPLEMENTATION PARTNER TO SUPPLY, DEPLOY, CONFIGURE, COMMISSION ENTERPRISE NETWORK REPLACEMENT EQUIPMENT AND SOFTWARE INCLUSIVE OF A 3 YEAR SUPPORT AND MAINTENANCE PLAN</b>	<b>PRICE (ALL APPLICABLE TAXES INCLUDED)</b>	<b>COMPLETION DATE</b>	<b>TOTAL PREFERENCE POINTS CLAIMED</b>	<b>POINTS CLAIMED FOR EACH SPECIFIC GOAL</b>

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

**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

### 1. PURPOSE OF THIS PROJECT

**APPOINTMENT OF AN HPE ARUBA IMPLEMENTATION PARTNER TO SUPPLY, DEPLOY, CONFIGURE, COMMISSION ENTERPRISE NETWORK REPLACEMENT EQUIPMENT AND SOFTWARE INCLUSIVE OF A 3 YEAR SUPPORT AND MAINTENANCE PLAN**

#### 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 (Services SETA) hereby invites approved HPE professional service providers/partners for the supply, deployment, configuration, commissioning of an enterprise network replacement equipment and software inclusive of a 3-year support and maintenance plan. The business environment is evolving at an unprecedented pace, demanding continuous updates to technology infrastructure. The current HPE networking equipment, deployed earlier than 2018, has reached End of Life (EoL), presenting several critical challenges that necessitate the immediate replacement of the hardware to achieve the following objectives.

- **Enhanced Security:** New hardware will benefit from ongoing security patches and compliance with current standards, protecting sensitive data and reducing vulnerabilities.
- **Improved Network Performance:** Upgrading to newer hardware will dramatically improve throughput, support for modern protocols, and overall user experience.
- **Simplified Management:** Modern HPE Aruba devices come with cloud-based management options like **Aruba Central**, which streamline configuration, monitoring, and troubleshooting through a centralized interface.
- **Automation and Analytics:** Tools such as **Network Analytics Engine (NAE)** enable automated monitoring and troubleshooting, reducing manual intervention and enhancing network performance and availability.
- **Network Access Control (NAC):** Integrate with existing Forescout, Services SETA enterprise Wi-Fi will be equipped for advanced network security that takes into account risk and exposure management, threat detection and response, allowing ICT SecOps teams visibility to enforce strict role-based access control (RBAC), segmenting network users by role or device type, in a vendor and device agnostic environment.

## 2. BACKGROUND

Service SETA ICT is currently in the process of implementing its SSIIMS (Services Seta Integrated Information Management) strategy. The SSIIMS strategy is underpinned by the need to ensure integration, optimisation and automation phase of modern workloads in line with today's rapidly evolving digital landscape. The ability to communicate and collaborate effectively across various locations is paramount. The performance requirements of modern business applications far exceed what legacy hardware can deliver. EoL equipment is not optimized for handling high-speed data transfers, complex traffic loads, or modern networking protocols such as SDN (Software-Defined Networking) and IoT integrations. The result is a higher likelihood of network bottlenecks, slow application performance, and reduced productivity. New HPE Aruba hardware will enhance network performance with higher throughput, lower latency, and advanced traffic management.

Modern enterprise networks demand scalability to support the rapid growth of users, devices, and applications. The current EoL infrastructure lacks the agility to scale efficiently in response to changing business needs, such as cloud adoption, remote work, and increased demand for wireless connectivity. Replacing the old equipment with HPE Aruba's latest CX Series switches and Aruba Central management software ensures that the network can scale with the organization's future growth while providing seamless integration with Services SETA's cloud and on-premises environments.

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**LATE SUBMISSIONS WILL NOT BE ACCEPTED AFTER THE CLOSING DATE AND TIME**

Please note that all pertinent documentation is available on the Services SETA website at [www.serviceseta.org.za](http://www.serviceseta.org.za)

## 3. SCOPE OF WORK/ DELIVERABLE

### **Supply Hardware and Software, Deploy and Configure a Services SETA HPe Aruba Enterprise Network.**

- Primary Core Switch: Provision, Deploy and Configure a new HPE Aruba Core Switches (CX 5420 Series).
- Secondary Core Switch: Demote the current HP J9850A Switch 5406Rz11 from being the Primary Core Switch to Secondary Core Switch, deploy and configure VSF (virtual switching framework for redundancy and automatic failover between the two cores switches for seamless business continuity on activation of disaster recovery).
- LAN Switches: Provision, Deploy and Configure new HPE Aruba access or distribution switches for LAN infrastructure (Aruba CX 6200 Series).

- Provision, Deploy and Configure a new fibre network to the 4 patch rooms across the 4 floors at Head Office for use as the primary back bone fibre network connection and demote the current fibre to use for redundancy secondary core switch back bone network.
- Access Points: Provision, Deploy and Configure new 61 HPE Aruba AP 630 wireless access points for Wi-Fi coverage on new Cat 6e cabling to floor patch rooms covered under HPE Aruba Networking Central AP Foundation 3-year Subscription E-STU licenses.
- AMS and CPPM (On Premise) Servers: Provision, Deploy, License and Configure Aruba Mobility Master (AMS) for centralized management and ClearPass Policy Manager (CPPM) for network access control. (VMs are available for the purposes)
- Management (On Premise) Software: Provision, Deploy License, and Configure Aruba Central, ArubaOS-CX, and related software for network monitoring, policy management, and configuration.

### **Design and Planning:**

- Conduct site surveys to assess the existing infrastructure and network topology.
- Create a detailed network design plan based on organizational needs for capacity, scalability, security, and redundancy.
- Define integration points for existing systems and services.
- Ensure compliance with security standards, including role-based access control (RBAC) and Zero Trust architecture.

### **Deployment and Configuration:**

- Install and configure core and LAN switches to create a highly resilient, non-blocking, and scalable network architecture.
- Install and configure wireless access points to ensure seamless Wi-Fi coverage, including RF planning and optimization.
- Configure AMS and CPPM to enforce network policies, identity-based access controls, and security mechanisms.
- Implement network segmentation via Dynamic Segmentation and VLANs to isolate network traffic based on roles or device types.

### **Testing and Commissioning:**

- Perform testing and validation of the hardware and software infrastructure.
- Conduct user acceptance testing (UAT) with designated ICT Admins.
- Ensure that all configurations meet performance, security, and redundancy requirements.



### Documentation, Training and Reporting:

- Provide detailed as-built documentation including network diagrams, configuration files, and user guides.
- Conduct training sessions for the organization's IT Admins on system operations, troubleshooting, and maintenance.
- Ensure that a comprehensive reporting capability is provide as part of the solution. Reporting on possible network abuse or frequent visit to unsolicited sites by end-users.

### Post-Implementation Support:

- Provisioning of Post-implementation Service Management, Support, and Maintenance for a period of 3 years, shall entail the continued operation, optimum performance, and improvement of the LAN and WLAN solution
- Service Management
  - Service Level Agreement (SLA) Monitoring: Tracking and managing SLAs to ensure that agreed-upon service standards, such as response and resolution times, are met.
  - Incident and Problem Management: Addressing any issues or disruptions that arise, as well as root-cause analysis to prevent recurring problems.
  - Change Management: Managing updates, patches, or configuration changes with minimal disruption to service, through change requests and approval process.
  - Capacity and Performance Management: Monitoring system performance, ensuring it meets usage demands, and proactively addressing capacity needs to prevent bottlenecks.
- Support
  - Helpdesk Support: Providing end-user assistance, troubleshooting, and resolving day-to-day operational issues through a tiered support model with the Services SETA ICT Team.
  - Technical Assistance: Dedicated resources or specialists for more complex issues that go beyond standard troubleshooting, should be made available for critical or escalated issues.
  - OEM Liaison: Engaging with HPe for specialized issues or updates that require external expertise or proprietary knowledge.

- Maintenance
  - Preventive Maintenance: Scheduled tasks such as system health checks, backups, and hardware inspections to prevent potential failures.
  - Corrective Maintenance: Addressing and fixing issues identified during regular operation, including patching software or replacing faulty hardware components.
  - System Upgrades and Patching: Ensuring the network remains secure and up to date through the regular application of patches, software updates, and firmware upgrades.

The following buildings are in scope

**Johannesburg Head Office:**

- 15 Sherborne Street, Parktown
- 20 Eton Street, Parktown

**Provincial Offices:**

- Port Elizabeth Provincial Office
- East London Provincial Office
- Western Cape Provincial Office
- Durban Provincial Office
- Northern Cape Provincial Office
- Free State Provincial Office
- Mpumalanga Provincial Office
- North West Provincial Office
- Limpopo Provincial Office

Province	City	Physical Address	Number of Access Points
1. Gauteng	Johannesburg	20 Eton Rd,	8
		15 Sherborne Rd	26
2. Western Cape	Cape Town	4 Prestwich Street Cape Town 8000	3
3. Eastern Cape	Gqeberha	75 Havelock Street, Gqeberha	3

4. Eastern Cape	East London	3 Elton Street Southernwood East London	3
5. Mpumalanga	Nelspruit	Citrus No.3 Crescent Street	3
6. Northern Cape	Kimberley	38 A Sydney Street, Kimberly	3
7. Free State	Bloemfontein	152 Nelson Mandela Drive Prondeza Building Westdene, Bloemfontein	3
8. KwaZulu Natal	Durban	73 Ramsay Avenue Musgrave, Durban	3
9. Limpopo	Polokwane	16 Market Street, Capricorn TVET College Central Office, Old Building, 0699	3
10. North West	Klerksdorp	74 Boom Street, Klerksdorp Central	3

#### a. MANDATORY DOCUMENTATION REQUIREMENT

##### ICT Project Governance Documentation, Manuals, Handovers and User Training

**Sign off documentation: The following documentation will require to be formulated, reviewed and signed off by all designated parties:**

- Project Charter
- Project Plan
- Business Requirements Document
- Document the As-IS, Formulate and Document the To Be for the finalized ICT Enterprise Architecture
- Technical Solution Design Document
- Testing Documents
- User Acceptance Testing Document
- Training and User Manual Documentation
- Develop and Document User manuals and Standard Operating Procedures
- Change Management Campaign Documentation
- Deliver some hands-on orientation and training to appropriate Services SETA ICT staff on how to use the

applications look after and support the system for the adequate internal provision of at least the second level support and reports.

- Ensure optimal utilization of all licensed products and features
- Ensure that Services SETA unlocks value benefit realization and a return on investment on the EA.
- The service provider must have a 24/7 functional Support and Maintenance Helpdesk.
- Perform advisory role for the EA usage during the contractual tenure ship.
- Local and remote resources for software and hardware deployment support and maintenance services must be critically available during project execution and support phases.

#### **\*Important Notice**

- Qualifying bidders may be invited to make a presentation of the methodology and approach as part of the selection process.
- Upon appointment, a successfully appointed service provider will be subjected to an ongoing performance management process (based on agreed SLA's) where **penalties** will be administered in the event of non-performance.

### **SECTION 3 – Professional Services, Support and Maintenance SLA Rate Cards for On Premise and Cloud Based Services**

#### **3.1 Technical Systems Support High Level Requirements**

- Problem Resolutions
- Support Account Management
- Services Support Assistance
- Modern Service Management
- Monthly SLA Reporting

#### **3.2 Level of Support Requirement Timelines.**

24/7 Functional Help Desk Support and Maintenance Personnel with a ticket referencing portal is a prerequisite.

The following Mean Time to Response schedules should be adhered to as enforced by RTOs and RPO of the Business Continuity Plan and the Disaster Recovery Plan

- 2 hours response time to remote or onsite support for mission critical systems
- 4 hours to next business day for remote or on-site support for non-critical mission systems.
  - Fault Handling: Mean Time to Repair: Average time required to repair a failed component is same business day.
- Service Level Requirement.
  - Working Days: 5 Days a week [Monday to Friday]
  - Normal Business Hours: 08:00 hours to 1700 hours.
  - After Business Hours: 17:00 hours to 07:00 hours
  - Support on holidays and weekends as and when requested is a must.
  - Weekends Saturday and Sunday
  - Month: Calendar Month
- Service Delivery.
  - Customer Centric Support Services and agreed SLA's.
  - Adherence to Batho Pele Principle.
  - Monthly Service Level Agreement Reporting

Bidders might be invited to make a presentation as part of the selection process.

Whilst other tasks may be defined to meet the timeline requirements of the required support services, it is believed that the following shall be the major components of the assignment however not limited to:

<b>Project Resources Requirement</b>
Key Account Manager
Project Manager
Technical Manager
Technical Team Members
Service/HelpDesk Manager

## **SLA Rate Cards**

APPOINTMENT OF AN HPE ARUBA IMPLEMENTATION PARTNER TO SUPPLY, DEPLOY, CONFIGURE, COMMISSION ENTERPRISE NETWORK REPLACEMENT EQUIPMENT AND SOFTWARE INCLUSIVE OF A 3 YEAR SUPPORT AND MAINTENANCE PLAN	Services Required	Response Time	Junior and Senior Resource Pricing: Decremental Pricing (where applicable)	RATES	
				Junior	Senior
High Level L2, L3 Consultative Professional Services Hardware and Software Deployments Configuration, Customisation, Support, and Maintenance.	8AM-5PM, 5PM-8AM Mon-Fri Sat-Sun & Public Holidays		<b>Min:</b> 1-4hrs @ R/hr		
			<b>Med:</b> 5-10hrs @ R/Hr		
			<b>Max</b> 10-20 Hrs: @ R/Hr		
1X Std 100m Cat6e Krone/Molex Network Per Point	Installation: includes material labour configuration, and all accessories			R	
1X Cat 6e 3m Fly Lead	Supply and deliver			R	
1X Cat 6e 5m Fly Lead	Supply and deliver			R	
1X Cat 6e 10m Fly Lead	Supply and deliver			R	
2 X 100m 4 Core Outdoor Multimode Fibre	Installation: includes material, labour, configuration, and all accessories			R	
1 X 100m 8 Core Outdoor Multimode Fibre	Installation: includes material, labour, configuration, and all accessories			R	
1 X 300m 4 Core Outdoor Multimode Fibre	Installation: includes material, labour, configuration, and all accessories			R	

## **2. THE DURATION OF ASSIGNMENT**

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

## **3. PRECCA CLAUSES IN TERMS OF SECTION 28**

### **COMPLIANCE WITH THE PROVISIONS OF PREVENTION AND COMBATTING OF CORRUPT ACTIVITIES ACT, 12 OF 2004 (PRECCA)**

- 1.1 The Bidder acknowledges and declares that it is aware of the Provisions of the aforementioned Act.
- 1.2 The Bidder declares that its name and/or that of any of its partners, managers, directors or any other person who wholly or partly exercises or may exercise control over the Bidder has never been endorsed as contemplated in Section 28 of PRECCA.
- 1.3 Should at any time after the conclusion of the Agreement, the Services SETA be made aware of the endorsement of either the Bidder's name and/or that of any of its partners, managers, directors or any other person who wholly or partly exercises or may exercise control over the Bidder, the Services SETA shall be legally entitled to forthwith cancel the agreement and claim any damages the Services SETA may have incurred as a result of contracting of contract with an entity whose name is endorsed in terms of Section 28 of PRECCA.

**6. 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**

<b>QUALIFICATION/ GATEKEEPER REQUIREMENT (MANDATORY)</b>		
	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 ( <b>SBD's 1, 3.3, 4, 6.1 and 7.2</b> ).	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. <ul style="list-style-type: none"> <li>• The potential bidder must provide proof being an, HPe partner</li> <li>• The bidder must be certified for ISO 9001 and ISO 27001</li> </ul>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>The bidder must comply with the aforementioned qualification requirements above. Failure to abide by any of the requirements will lead to automatic disqualification.</b>		
<b>OTHER IMPORTANT BID REQUIREMENT</b>		
	Has the applicable document been attached?	
1. The tenderer must submit proof of its B-BBEE status level of contributor <b>PLEASE NOTE:</b> 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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2. The potential bidder must be <b>Tax Compliant</b> on National Treasury Central Supplier Database (CSD) prior to award	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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"/>
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**7. EVALUATION CRITERIA**

The value of this bid is estimated to be above R1 000 000 but below R50 000 000 (all applicable taxes included); therefore the **80/20** 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 70points 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, Evaluation will be conducted on a 80/20 or90/10 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 T663.....

**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
<b>Capacity and competencies</b>	Proactive Management Technical and Help Desk Support Capacity	<p>The service provider must clearly indicate the potential and availability of resources</p> <ul style="list-style-type: none"> <li>The service provider must have assigned a Key Account Manager and a Project Manager who possess Min bachelor's degree in business administration, or Information Technology, or Computer Science, supported by (Project Management Professional) certification. (include 2 CVs no less than 5 years' experience) <b>=0-10pts</b></li> <li>The service provider must present a minimum of 4 Technical Team's CVs showing proven experience in HPE Aruba networking solutions deployment. Certifications such as HPE Aruba Certified Switching Professional (ACSP), Aruba Certified Mobility Professional (ACMP), and ClearPass Specialist. HPE ATP</li> </ul>	<p>Bid Proposal</p> <p>What page (s) or section where information may find?</p> <p>State <b>page (s) number</b> .....or State <b>section/ tab</b> ..... on your proposal.</p>	<b>30pts</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	

		<p>Security Networking and Operations Associate. Experience in deploying Aruba Central, ArubaOS-CX, and ClearPass for large enterprises. Their experience must indicate competency, to commission, deploy and maintain the equipment and its softwares.</p> <ul style="list-style-type: none"> <li>• Service Desk Manager for the support and maintenance help desk certified for minimum ITIL Foundation 4. (include 5 CVs no less than 3years experience) =<b>0-20pts</b></li> </ul>					
<p><b>Methodology and Project Approach</b></p>	<p>Advanced Deployment &amp; Planning Services Environmental Readiness Assessment, Structured Advanced Implementation and Configuration of HPe Networking Equipment as per best practise standards</p>	<p>Provide a clear methodology, exhibit high level understanding of the embedded technologies, solution design approach, and technical strategy for the rolling out as guided by best practise, readiness assessments and deployment planning, to implement HPe Aruba enterprise projects to address the problem statement.</p> <ul style="list-style-type: none"> <li>▪ The service provider must present in their methodology and approach an in-depth, understanding of the features, functional design, and solution design supported by technical diagrammatic workflows and topology of the proposed equipment technology and the HPe Aruba embedded solution =<b>0-10pts</b></li> <li>▪ The service provider must present in their methodology and approach an in-depth strategy for change management and user profile-based training =<b>0-10pts</b></li> <li>▪ The service provider must present in their methodology and approach for roll out of, implementations of HPe Aruba Solutions, followed by the support and maintenance</li> </ul>	<p>Bid Proposal</p> <p>What page (s) or section of your proposal bid committee may find clear project plan</p> <p>State <b>page (s) number .....</b> or State <b>section/ tab .....</b> on your proposal.</p>	<p><b>30pts</b></p>	<p><input checked="" type="checkbox"/></p>	<p><input checked="" type="checkbox"/></p>	

		strategy of HPe Aruba Systems = <b>0-10pts</b>					
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<b>Assignment Experience: Testimonials</b>	The potential bidder must provide and attach three formal testimonial/ references letters with letterhead and contactable details signed by company representative.	Bidder to submit (3) three or more written testimonials letters from customers whose solutions were deployed not older than two (2) years ago testifying to quality of services, and in relation to being an accredited HPe Aruba Implementation Partner = total of 20pts (below).  Three (3) and above testimonial = <b>0-20pts</b> Two (2) testimonials = <b>0-10pts</b> One (1) written testimonial = <b>0-5pts</b> No written testimonial = <b>0pts</b>	<ul style="list-style-type: none"> <li>• Bid Proposal</li> <li>• Provide and attach three (3) written testimonial letters</li> </ul> What page (s) or section where information may be found?  State <b>page (s) number .....</b> or State <b>section/ tab .....</b> on your proposal.	<b>20pts</b>			
<b>Turnaround Times</b>	Contract Management	Provide a detailed turnaround time strategy for milestones delivery provide a draft project plan within the bidder's proposal tied to timelines for the supply, delivery, installation, configuration, go live, handover of the solution and commitment to service delivery on warranty coverage.  8 weeks turnaround time = <b>0-20pts</b> 10 weeks turnaround time = <b>0-10pts</b> 12 weeks turnaround time = <b>0-5pts</b> 14 weeks and more turnaround time = <b>0 pts</b>	Turnaround time for management of the engagement and requests  State <b>page (s) number .....</b> or State <b>section/ tab .....</b> on your proposal.	<b>20pts</b>			

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.

<b>Total weighted Points</b>	<b>100</b>			
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The minimum functionality threshold is <b>70</b> points. <u>Bidders who score less than 70 points on functionality will therefore be disqualified</u> ; those who score 70 points or more will be further evaluated on <b>Criteria 3</b> .		
Price and Preference points used: <b>80/20</b> preferential procurement principle	<b>80</b> (Price)	R.....,.....
	<b>20</b> (BEE Status)	Level..... and points.....

	<b>Name of Evaluator:</b>			
	<b>Signature:</b>		<b>Date:</b>	...../...../2025

**10. GENERAL CONDITIONS OF CONTRACT**

**THE NATIONAL TREASURY**

**Republic of South Africa**

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**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.

## **TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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10. Packing
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18. Prices
19. Contract amendments
20. Assignment
21. Subcontracts
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23. Penalties
24. Termination for default
25. Dumping and countervailing duties
26. Force Majeure
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28. Settlement of disputes
29. Limitation of liability
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32. Notices
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34. National Industrial Participation Programme (NIPP)
35. Prohibition of restrictive practices

## 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](http://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 BBBEE Generic score-card. Please include your BEE certificate in your submission as confirmation of your status.
- NB: BBBEE 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	
						Code	
Physical Address						Code	
						Code	
Contact Person							
Designation							
Telephone							
Email							