

## SSC WC 14 (2020/2021) DALRRD

THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, INSTALL, MAINTAIN & SUPPORT OF THE VIRTUALISED SERVER ENVIRONMENT, STORAGE AREA NETWORK (SAN), CONVERSION OF EXISTING PHYSICAL SERVERS TO VIRTUAL MACHINES, MIGRATION OF CURRENT OPERATIONS, DATA STORES AND ALL DATABASES, A BACKUP & DISASTER RECOVERY SYSTEM FOR THE CHIEF DIRECTORATE: NATIONAL GEO-SPATIAL INFORMATION OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT.

### **COMPULSORY CLARIFICATION MEETING:**

DATE: 7 DECEMBER 2020

VENUE: VIRTUAL MEETING MS TEAMS

TIME: 11:00 AM

### **CLOSING DATE:**

DATE: 22 JANUARY 2021

TIME: 11:00 AM

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VENUE: BID BOX SITUATED AT NUMBER 14 LONG STREET, SECURITY AREA AT GROUND FLOOR

**TECHNICAL ENQUIRIES** : Mr Giel Mokoena  
TEL : (012) 407 4528; 079 878 3002  
EMAIL : [giel.mokoena@dalrrd.gov.za](mailto:giel.mokoena@dalrrd.gov.za)

**BID RELATED ENQUIRIES** : Mr. Charles Mamabolo  
TEL : (021) 409 0526 ;  
EMAIL : [charles.mamabolo@dalrrd.gov.za](mailto:charles.mamabolo@dalrrd.gov.za)



## agriculture, land reform & rural development

Department:  
Agriculture, Land Reform and Rural Development  
REPUBLIC OF SOUTH AFRICA

**Chief Directorate:** Provincial Shared Service Centre: **Sub-Directorate:** Demand and Acquisition  
Management Services: **Enquiries:** Mr Sicelo Zwane: **Tel:** (021) 409 0605

YOU ARE HEREBY INVITED TO BID TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND  
RURAL DEVELOPMENT

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**BID NUMBER:** SSC WC 14 (2020/2021) DALRRD

**CLOSING TIME:** 11H00

**CLOSING DATE:** 22 JANUARY 2021

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE AS A RULE WILL NOT BE ACCEPTED  
FOR CONSIDERATION

- 
1. Kindly furnish us with a bid for services shown on the attached forms.
  2. Attached please find the General Contract Conditions (GCC), Authority to sign the Standard Bidding Documents (SBD) on behalf of an entity, Authority of Signatory, SBD1, SBD 2, SBD 3.1, SBD4, SBD 6.1, SBD 8, SBD9, terms of reference.
  3. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
  4. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. **(failure to comply will disqualify your proposal)**

Yours faithfully

**SIGNED**  
**MR S ZWANE**  
**DEPUTY DIRECTOR: SUPPLY CHAIN MANAGEMENT**  
**DATE:**

**P TO BIDDER BOX (B BOX)**

**SSC WC 14 (2020/2021) DALRRD CLOSING DATE: 22 JANUARY 2021 AT 11:00**

**YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA (DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT)**

**BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION.**

**THE SBD FORMS MUST BE SIGNED IN THE ORIGINAL AND WITH**

**BLACK INK SUBMIT ALL BIDS ON THE OFFICIAL FORMS – DO**

**NOT RETYPE.**

**The Bid documents must be deposited in the Bid box which is identified as the “Bid/tender box.”**

**(Department of Agriculture, Land Reform and Rural Development)**

**Demand and Acquisition Management**

**(BIDS)**

**GROUND FLOOR (SECURITY AREA)**

**14 LONG STREET**

**CAPE TOWN**

**8000**

**THE BID BOX OF THE OFFICE OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT IS OPEN 08 HOURS A DAY, 5 DAYS A WEEK. THE BID BOX WILL BE CLOSED AT 11H00 WHICH IS THE CLOSING TIME OF BIDS.**

**BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS**

**SUBMIT YOUR BID IN A SEALED ENVELOPE**

**GOVERNMENT PROCUREMENT**

**GENERAL CONDITIONS OF CONTRACT  
July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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

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

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 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**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

**security**

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

10.2 Documents to be submitted by the supplier are specified in SCC.

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### **14. Spare parts**

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

**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**

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

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.



- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



SBD1

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT.</b>					
BID NUMBER:	SSC WC 14 (2020/2021) DALRRD	CLOSING DATE:	22 JANUARY 2021	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, INSTALL, MAINTAIN & SUPPORT OF THE VIRTUALISED SERVER ENVIRONMENT, STORAGE AREA NETWORK (SAN), CONVERSION OF EXISTING PHYSICAL SERVERS TO VIRTUAL MACHINES, MIGRATION OF CURRENT OPERATIONS, DATA STORES AND ALL DATABASES, A BACKUP & DISASTER RECOVERY SYSTEM FOR THE CHIEF DIRECTORATE: NATIONAL GEO-SPATIAL INFORMATION OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
14 LONG STREET					
CAPE TOWN					
GROUND FLOOR					
SECURITY AREA AT GROUND FLOOR					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr Charles Mamabolo		CONTACT PERSON	Mr Giel Mokoena	
TELEPHONE NUMBER	021 409 0526		TELEPHONE NUMBER	012 407 4528/ 079 878 3002	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:charles.mamabolo@dalrrd.gov.za">charles.mamabolo@dalrrd.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:Giel.Mokoena@dalrrd.gov.za">Giel.Mokoena@dalrrd.gov.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:	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					



<p>2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
--	---	---	---

**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 1.3 BELOW.**

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. TAX COMPLIANCE REQUIREMENTS</b>	
1.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
1.2	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.
1.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
1.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
1.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
1.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**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: .....



PROVINCIAL SHARED SERVICES CENTRE: WESTERN CAPE, 14 LONG STREET, CAPE TOWN  
Private Bag X9159, Cape Town, 8000 Tel: 021 409 0300 Web: www.DALRRD.gov.za

## **AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENTS (SBD) ON BEHALF OF AN ENTITY.**

“Only authorized signatories may sign the original and all copies of the tender offer where required.

In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated.

In case of a **COMPANY** submitting a tender, include a copy of a **resolution by its board of directors** authorizing a director or other official of the company to sign the documents on behalf of the company.

In the case of a **CLOSED CORPORATION** submitting a tender, include a copy of a **resolution by its members** authorizing a member or other official of the corporation to sign the documents on each member’s behalf.

In the case of a **PARTNERSHIP** submitting a tender, **all the partners shall** sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case **proof of such authorization** shall be included in the Tender.

In the case of a **JOINT VENTURE** submitting a tender, include **a resolution** of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.”

**Accept that failure to submit proof of Authorization to sign the tender shall result in a Tender Offer being regarded as non-responsive.**



### **AUTHORITY OF SIGNATORY**

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An **EXAMPLE** is shown below for a COMPANY:

**MABEL HOUSE (Pty) Ltd**

**By resolution of the Board of Directors taken on 20 May 2000,**

**MR A.F JONES**

**has been duly authorised to sign all documents in connection with**

**Contract no CRDP 0006, and any contract which may arise there from,**

**on behalf of Mabel House (Pty) Ltd.**

**SIGNED ON BEHALF OF THE COMPANY: (Signature of Managing Director)**

**IN HIS CAPACITY AS: Managing Director**

**DATE: 20 May 2000**

**SIGNATURE OF SIGNATORY: (Signature of A.F Jones)**

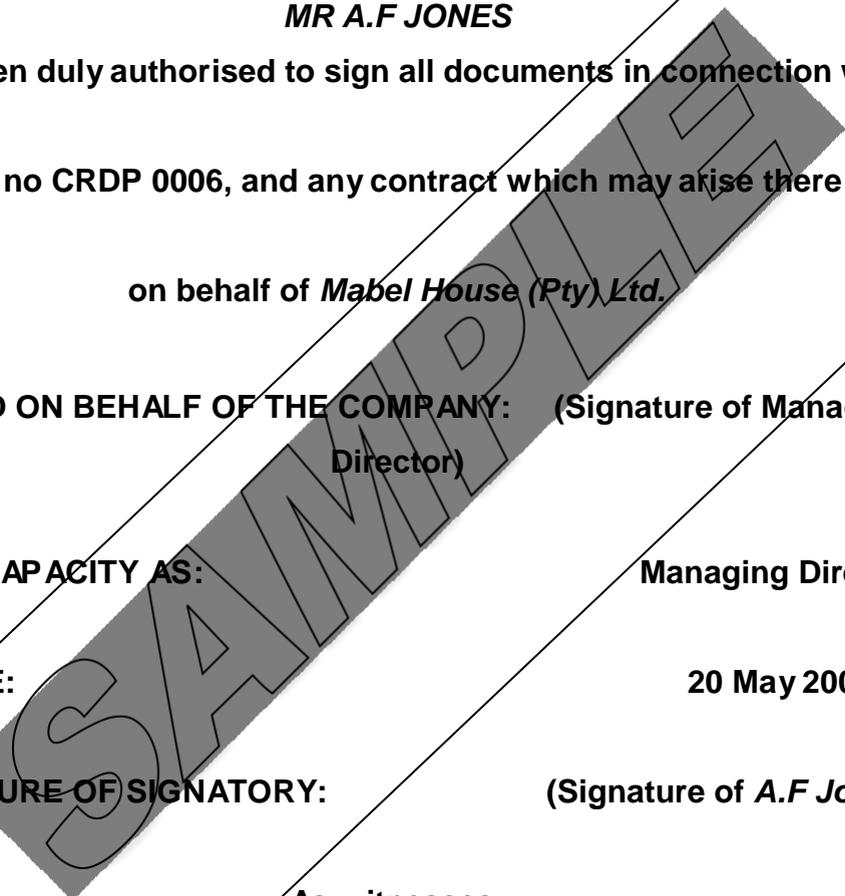
**As witnesses:**

1. ....

2. ....

Signature of person authorised to sign the tender: .....

Date: .....





# **SSC WC 14 (2020/2021) DALRRD**

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, INSTALL, MAINTAIN & SUPPORT OF THE VIRTUALISED SERVER ENVIRONMENT, STORAGE AREA NETWORK (SAN), CONVERSION OF EXISTING PHYSICAL SERVERS TO VIRTUAL MACHINES, MIGRATION OF CURRENT OPERATIONS, DATA STORES AND ALL DATABASES, A BACKUP & DISASTER RECOVERY SYSTEM FOR THE CHIEF DIRECTORATE: NATIONAL GEO-SPATIAL INFORMATION OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT.**



**PRICING SCHEDULE**

**(Professional Services)**

NAME OF BIDDER: .....

BID NO.: SSC WC 14 (2020/2021) DALRRD

CLOSING TIME: 11:00 AM

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

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate rates based on the total cost to the department for completion of each stage and including Expenses for the project.
3. **TOTAL OFFER PRICE (INCLUSIVE OF VAT) R.....**

**NB: PAYMENT TO BE MADE AT THE COMPLETION OF EACH JOB**

**KINDLY REFER TO THE TERMS OF REFERENCE; PARAGRAPH 12 OF THE TERMS OF REFERENCE**

**DELIVERABLES COST PER MILESTONE  
EXC VAT TOTAL COST**

<b>DELIVERABLES</b>	<b>COST PER MILESTONE EXC VAT</b>	<b>TOTAL COST</b>
Virtualized Server Environment implemented according to the specifications for primary site.	R	R
Virtualized Server Environment implemented according to the specifications for DRC.	R	R
SAN environment, that is, fully implemented according to the specifications (primary).	R	R
SAN environment, that is, fully implemented according to the specifications (DRC).	R	R



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Back-Up Solution implemented according to the specifications (primary)	R	R
Back-Up Solution implemented according to the specifications (DRC).	R	R
All the required software costs (virtualisation and other software) & licences	R	R
Migration and conversion of all physical servers to virtual machines according to server inventory supplied as per specification. (Primary)	R	R
Migration and conversion of all physical servers to virtual machines according to server inventory supplied as per specification (for DRC)	R	R
Migration of all data and databases from existing infrastructure to new.	R	R
Migration of all archival data from existing infrastructure to new.	R	R
Maintenance and Support Services for all hardware and software supplied.		
<ul style="list-style-type: none"> <li>Year 1 (including 1<sup>st</sup> year resident support as per the terms of reference.)</li> </ul>	R	R
<ul style="list-style-type: none"> <li>Year 2</li> </ul>	R	R
<ul style="list-style-type: none"> <li>Year 3</li> </ul>	R	R
Other	R	R
<b>Total Cost Exclusive of VAT</b>	R	R
<b>VAT @ 15 %</b>	R	R
<b>TOTAL COST INCLUSIVE OF VAT</b>	<b>R</b>	<b>R</b>

**NB: Bidders must provide costing for each individual job as per the table in paragraph 8.1.1. Prices quoted shall NOT be conditional to securing other bids, i.e. no discounted contract price for the award of all the bids will be accepted. Bidders must provide SEPARATE prices for each bid. Total Cost must include all hidden costs**



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

.....

6. Estimated man-days for completion of project

.....

7. Are the rates quoted firm for the full period of contract?

.....

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

.....

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Any enquiries regarding bidding procedures may be directed to the –

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT  
14 LONG STREET  
CAPE TOWN  
8000

**TECHNICAL ENQUIRIES** : Mr Giel Mokoena  
TEL : (012) 407 4528; 079 878 3002  
EMAIL : [giel.mokoena@dalrrd.gov.za](mailto:giel.mokoena@dalrrd.gov.za)

**BID/SUPPLY CHAIN ENQUIRIES** : Mr. Charles Mamabolo  
TEL : (021) 409 0526 ;  
EMAIL : [charles.mamabolo@dalrrd.gov.za](mailto:charles.mamabolo@dalrrd.gov.za)



SBD 4

DECLARATION OF INTEREST

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

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

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

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

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:  
.....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

<sup>1</sup>"State" means –

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

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



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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person connected to the bidder is employed : .....

Position occupied in the state institution: .....

Any other particulars:  
.....  
.....  
.....

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

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

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

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

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

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

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

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



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.....  
.....

2.10 Are you, or any person connected with the bidder,  
aware of any relationship (family, friend, other) between  
any other bidder and any person employed by the state  
who may be involved with the evaluation and or adjudication  
of this bid?

**YES/NO**

2.10.1 If so, furnish particulars.

.....  
.....  
.....

2.11 Do you or any of the directors / trustees / shareholders / members  
of the company have any interest in any other related companies  
whether or not they are bidding for this contract?

**YES/NO**

2.11.1 If so, furnish particulars:

.....  
.....  
.....

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

<b>Full Name</b>	<b>Identity Number</b>	<b>Personal Income Tax Reference Number</b>	<b>State Number / Employee Pearsal Number</b>



#### **4 DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS  
DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder



This document must be signed and submitted together with your bid

## THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

### INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

### 1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:

- (a) Any single contract with imported content exceeding US\$10 million.  
or
- (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.  
or
- (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.  
or
- (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.



1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

## 2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

## 3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

## 4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;



- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number .....	Closing date:.....
Name of bidder.....	
Postal address .....	
.....	
Signature.....	Name (in print).....
Date.....	

Js475wc



## SBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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



## 2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defined by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defined by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on



9 February 2007;

- (r) “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

**3. ADJUDICATION USING A POINT SYSTEM**

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

**4. POINTS AWARDED FOR PRICE**

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

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

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

Where

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

**5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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



5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## 6. BID DECLARATION

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

### 7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: . = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.



**8. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME.

*(Tick applicable box)*

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

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

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider



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- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE: .....</p>



## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p><b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
		<input type="checkbox"/>	<input type="checkbox"/>
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
		<input type="checkbox"/>	<input type="checkbox"/>
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		



4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**



## SBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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



### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder



6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</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.



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**SBD 9**

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



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FW/1423

Head Office Only	
Captured By:	_____
Date Captured:	_____
Authorised By:	_____
Date Authorised:	_____
Supplier code:	_____
Enquiries. :	_____
Tel. No.:	_____

BAS  PMIS  LOGIS  WCS   CONTRACTOR  
 CONSULTANT

OFFICE: .....

## The Director General: Department of Agriculture, Land Reform and Rural Development

- I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.
- I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).
- I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.
- This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post.
- Please ensure information is validate as per required bank screens .
- I/We understand that bank details provided should be exactly as per the records held by the bank.
- I/We understand that the Department will not assume responsibility for any delayed payments, as a result of incorrect information supplied.

Company / Personal Details	
Registered Name	_____
Trading Name	_____
Tax Number	_____
VAT Number	_____
Title:	_____
Initials:	_____
First Name:	_____
Surname:	_____
Postal and Street Address Detail of the Company / Individual	
Postal Address	_____
Street Address	_____
Postal Code	____
New Detail	
<input type="checkbox"/> New Supplier information	<input type="checkbox"/> Update Supplier information
Supplier Type:	<input type="checkbox"/> Individual <input type="checkbox"/> Department <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Trust <input type="checkbox"/> CC <input type="checkbox"/> Other ( Specify )
Department Number	_____



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**Supplier Account Details** 3

**This field is compulsory and should be completed by a bank official from the relevant bank**

Account Name

Account Number

Branch Name

Branch Number

Account Type

Cheque Account

Savings Account

Transmission Account

Bond Account

Other (Please Specify)

ID Number

Passport Number

Company Registration Number  /

\*CC Registration

**\*Please include CC/CK where applicable**

Practise Number

**Bank stamp**

It is hereby confirmed that this details have been verified against the following screens

**ABSA-CIF** screen

**FNB- Hogans** system on the CIS4/CUPR

**STD** Bank-Look-up-screen

**Nedbank-** Banking Platform under the Client Details Tab

**Contact Details**

Business

Area Code  Telephone Number  Extension

Home

Area Code  Telephone Number  Extension

Fax

Area Code  Fax Number

Cell

Cell Code  Cell Number

Email Address

Contact Person:

Supplier Signature	Departmental Official
Print Name	Print Name
Rank	
/ /	/ /

Date (dd/mm/yyyy)

Date (dd/mm/yyyy)

*Address of Rural Development and Land Reform Office where form is submitted from*

**NB: All relevant fields must be completed**



**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, INSTALL, MAINTAIN & SUPPORT OF THE VIRTUALISED SERVER ENVIRONMENT, STORAGE AREA NETWORK (SAN), CONVERSION OF EXISTING PHYSICAL SERVERS TO VIRTUAL MACHINES, MIGRATION OF CURRENT OPERATIONS, DATA STORES AND ALL DATABASES, A BACKUP & DISASTER RECOVERY SYSTEM FOR THE CHIEF DIRECTORATE: NATIONAL GEO-SPATIAL INFORMATION OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT.**

## **1. PURPOSE**

The Chief Directorate: National Geospatial Information (CD: NGI), of the Department of Agriculture, Land Reform and Rural Development (DALRRD) seeks to appoint a suitably qualified and reputable service provider to supply, install, maintain & support the virtualised server environment, Storage Area Network (SAN), conversion of physical servers to a virtualised environment, migration of current operations, data stores and all databases to the new environment and implementation of a backup and disaster recovery system.

## **2. BACKGROUND**

The CD: NGI is mandated by the Land Survey Act (8 of 1997) to charge of and preserve the records of all geodetic and topographic surveys, maps and aerial photography or other remotely sensed imagery; prepare, compile and amend such maps and other cartographic representations of geo-spatial information as required; establish and maintain a national control survey system; conduct geodetic, topographic and other relevant survey operations; acquire aerial photography and other remotely sensed imagery as required; Promote and control geodetic, topographic surveys and geo-spatial information services. The geo-spatial information datasets dating back to 1927 are extremely important for South African social and economic development, Land Reform and Land Restitution.

All these data sets need to be made available to the public through the deployment of a Geo-spatial Portal. In order to provide the national geo-spatial services, the CD: NGI needs a modern and reliable datacentre which is well connected internally and externally. The current datacentre at the CD: NGI has been established at a high cost, however these installations are out of support and reached end of life and require urgent attention before a total shutdown will be experienced. Production, service delivery and the safe keeping of intellectual property is at risk.



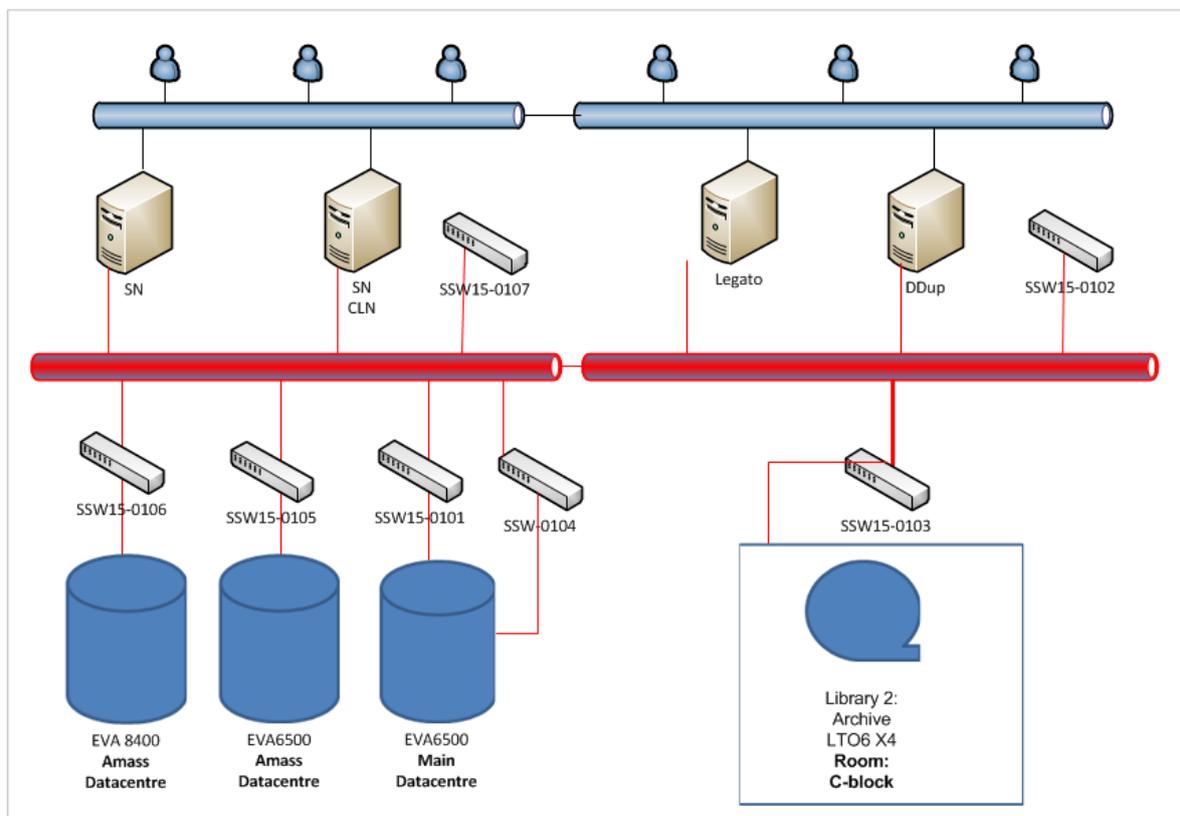
### 3. CURRENT CD NGI ENVIRONMENT

#### PHYSICAL INFRASTRUCTURE ENVIRONMENT

3.1. The existing data centre infrastructure has reached the end of its useful and support life, requiring replacement to cater for new workloads and business demands.

3.2. The diagram below depicts the current infrastructure environment at NGI office

Figure 1: Current NGI Infrastructure Environment



Disk storage as illustrated in **Figure.1** consists of the following components:

- **EVA – 8400 (located in the Amass Datacentre).**

RAW= 93 000 GB

- **EVA – 6550 (located in the Amass Datacentre).**

RAW= 171 309 GB

- **EVA – 6550 (Located in the Main Datacentre).**

RAW= 156 000 GB



**Note!! 20% of RAW is generally used for RAID configuration.**

### CURRENT OPERATING SYSTEM ENVIRONMENT

In terms of the operating systems the following applies, there will not be many servers that need to be translated from physical to virtual (P-V).

Currently the main servers are StorNext server, StorNext client server, Oracle server, Apollo Image server and the CDMS-terrashare server.

The StorNext servers will not be migrated as this bid will require a new archive management system.

The following will have to be transferred for P-V.

Server	Use	Operating system	Remarks
Oracle server	Enterprise database	Red hat 6  Oracle database platform is 12c with spatial cartridge.  New server to remain on unix, latest red hat version to be installed, NGI has a current 3year maintenance and support arrangement with readhat. 2020/2021/2022	Has been allocated two servers in the new structure. Transaction and database updates will have to be replicated to DMZ and DRC, servers have been allocated in the new IT infrastructure
Apollo server	Enterprise image server	Window server 2012 R2  May translate to Windows server 2016	Will require disc space from the san, currently using NAS.  Will require a slice from the VM setup allocated
CDMS-terrashare	Old terrashare	Windows server	May require odbc



Server	Use	Operating system	Remarks
server	image server and current sales itisportal application	2003  May translate to Windows server 2016	connection to pastel. Requires Pastel data management System (DMS). Will require a slice from the VM setup allocated
Mapserv	Gothic developer / DB	Linux	Require slice of VM.
Stornext client server	Not required in new system, new management system to be supplied. Servers and OS to be supplied by the DARDLR	Redhat 6  May retain Red Hat	Not required, specified media servers to be used for managing the storage, archive and back up system.
Stronext server	Not required in new system, new management system to be supplied. Servers and OS to be supplied by the DARDLR	Redhat 6  May Retain Red Hat	Not required, specified media servers to be used for managing the storage, archive and backup system.
Geospatial portal	Web based Geospatial portal allowing client access to NGI enterprise information	Current Windows server 2012 R2  Translate to Windows server 2016 after import of virtual machine	Current offline, however will require a three vm server slice. Current Vm is hyperv. A virtual machine can be created in migrating it into the new IT infrastructure.

NB\*\* Please note:

**All operating system software is to be provided for by the department except for the desired back up, archive management and NFS software which is to be supplied by bidders and costed for in the proposal.**



#### 4. SCM MANDATORY REQUIREMENTS

- 4.1. Attach a resolution letter authorizing a particular person to sign the bid documents. Failure to submit such documentation will automatically disqualify the bid.
- 4.2. Only duly authorised signatories must sign the original and all copies of the Quotation bid offer where required.
  - 4.2.1. In the case of a ONE-PERSON CONCERN submitting a Quotation bid, this shall be clearly stated on the company letter head.
  - 4.2.2. In case of a COMPANY submitting a quotation bid, include a copy of a resolution by its board of directors authorizing a director or other official of the company to sign the documents on behalf of the company.
  - 4.2.3. In the case of a CLOSED CORPORATION submitting a quotation bid, include a copy of a resolution by its members authorizing a member or other official of the corporation to sign the documents on each member's behalf.
  - 4.2.4. In the case of a PARTNERSHIP submitting a quotation bid, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such an authorization shall be included in the Tender.
  - 4.2.5. In the case of a JOINT VENTURE submitting a tender, must include a resolution of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.
- 4.3. Compliance with all Tax Clearance requirements: Attach a Valid Tax Clearance Certificate/ provide a Compliance Tax Status Pin on the space provided on the SBD 1 form.
  - 4.3.1. Where consortium/ joint ventures/ sub-contractor are involved, each party to the association must submit separate Tax Clearance requirements.
- 4.4. Bidders must be registered on the National Treasury Central Supplier Database and attach a report as proof or write the CSD supplier number or registration number on the space provided on the SBD 1 document.-
- 4.5. Attendance of the compulsory briefing session as stipulated. Non-attendance will lead to the bid being automatically disqualified.



## 5. TECHNICAL MANDATORY REQUIREMENTS

If a Bidder does not comply fully with each of the mandatory requirements (including submitting all information as required), it shall be regarded as mandatory non-performance/non-compliance and the bid shall be disqualified. Unanswered questions will be regarded as a '**Not Comply**'.

For each response to mandatory technical requirements, bidders are required to motivate and justify compliance.

5.1. Service Provider Capabilities	Comply	Not comply
5.1.1. The Solution Provider must assemble all hardware into racks, and complete all cabling and powering. The Solution Provider must perform rigorous testing to ensure that the completed assembly is working perfectly. Each rack must arrive at our site ready for installation and connection to our network and power grid.		
<i>Comments:</i>		
5.1.2. <i>The Solution Provider must handle all software release planning and configuration management, pre-testing upgrades and patches to minimise any impact to system uptime and robustness.</i>		
<i>Comments:</i>		
5.1.3. <i>The Solution Provider must serve as the single go-to point for support. This includes handling all escalations of issues to vendor companies, ensuring that all information provided is applicable to the whole solution as a whole, rather than to individual components.</i>		
<i>Comments:</i>		
5.1.4. The solution provider must provide services to assemble, integrate and test all components. By comprehensively testing all components as a unit, ensure that DRD&LR has a scalable integrated platform that must be ready for production deployments.		
<i>Comments:</i>		
5.1.5. <i>Optimised service levels - Must leverage an Information Technology Infrastructure Library (ITIL) combined with proven and field tested management systems to ensure maximum performance and predictable service level metrics across DALRRD operations.</i>		
<i>Comments:</i>		



<p>5.1.6. <i>Seamless transfer - Must operate the Virtual Infrastructure platforms until DALRRD IT department is trained on the tools, processes, documentation, and internal intellectual property.</i></p>		
<p><i>Comments:</i></p>		
<p>5.1.7. <i>End-to-end accountability – Must ensure end-to-end accountability for every deployment and collaborate extensively with all stakeholders to ensure a seamless, risk-free engagement.</i></p>		
<p><i>Comments:</i></p>		
<p>5.1.8. <i>The service provider must have valid minimum Silver OEM certification. A certified copy of the certificate must be provided with this bid.</i></p>		
<p>5.2. Virtualization: DALRRD has an existing investment in the VMware technologies. The preferred virtualization platform for this project should leverage the existing investment. The platform should support the following virtualization features and capabilities</p>		
<p>5.2.1. Standard features and capabilities: The virtualization platform must support the following features:</p> <ul style="list-style-type: none"> <li>5.2.1.1. High Availability</li> <li>5.2.1.2. Site Recovery</li> <li>5.2.1.3. Live Migration</li> <li>5.2.1.4. Automated VM Protection and Recovery</li> <li>5.2.1.5. Lab Management</li> <li>5.2.1.6. Role-based Administration</li> <li>5.2.1.7. Memory Optimization</li> <li>5.2.1.8. Virtual Switching</li> <li>5.2.1.9. Host Power Management</li> <li>5.2.1.10. Cross OS Support</li> <li>5.2.1.11. Management Console</li> <li>5.2.1.12. Conversion Tools</li> <li>5.2.1.13. VM Disk and Memory Snapshot and Revert</li> <li>5.2.1.14. Directory Integrated</li> <li>5.2.1.15. HyperV</li> </ul>		
<p><i>Comments:</i></p>		
<p>5.2.2. Datastores</p> <ul style="list-style-type: none"> <li>5.2.2.1. The platforms must support a mixture of datastore types: block level storage or file level storage using NFS.</li> <li>5.2.2.2. The configuration must optimize the advanced settings for virtual hosts that are deployed in the</li> </ul>		



<p>virtual infrastructure to maximize the throughput and scalability of NFS datastores.</p> <p>5.2.2.3. Bidders must retain the current NFS environment enabling client computers to access the SAN files over the network as if it is a local storage file, currently this is referred to as the v:Drive. Bidders may visit the office for an illustration.</p>		
<p><i>Comments:</i></p>		
<p>5.2.3. Hypervisor Clustering</p> <p>5.2.3.1. The hypervisors are deployed in a cluster configuration and can scale up to 32 nodes per cluster.</p> <p>5.2.3.2. The cluster allows for the dynamic allocation of resources, such as CPU, memory, and storage.</p> <p>5.2.3.3. The cluster also provides great workload mobility and flexibility with the use of virtual machine (VM) mobility and Storage VM mobility technology.</p> <p>5.2.3.4. Clusters can support thousands of virtual machines.</p>		
<p><b>5.3. Compute :</b></p>		
<p>5.3.1. The Server Hardware Platform must include the following base components:</p> <p>5.3.1.1. Blade Chassis</p> <p>5.3.1.2. Blade Servers</p> <p>5.3.1.3. Fabric Extenders</p> <p>5.3.1.4. Fabric Interconnects</p>		
<p><i>Comments:</i></p>		
<p>5.3.2. The Server Hardware Platform must include the following components and capabilities:</p> <p>5.3.2.1. enterprise scalability,</p> <p>5.3.2.2. redundancy,</p> <p>5.3.2.3. high memory density</p> <p>5.3.2.4. vNIC and</p> <p>5.3.2.5. vHBA support</p> <p>5.3.2.6. no requirement for OS support for management</p> <p>5.3.2.7. software</p> <p>5.3.2.8. support for any x86 hypervisor</p> <p>5.3.2.9. support for any open systems guest server OS</p> <p>5.3.2.10. support for any guest VDI OS</p> <p>5.3.2.11. support for 3rd party development APIs</p> <p>5.3.2.12. QoS</p> <p>5.3.2.13. reduced number of cables per chassis (Incl. FC &amp; redundancy)</p>		



<p>5.3.2.14. Ability to deliver native network and storage performance VMs via hypervisor bypass</p> <p>5.3.2.15. Network traffic monitoring &amp; application live migration aware network and security policies</p>		
<p><i>Comments:</i></p>		
<p>5.4. <b>Storage:</b> The SAN is a critical component of the virtual infrastructure and must enable easy virtual machine mobility for load balancing, high availability and disaster recovery across servers and across sites. In addition, the unified storage device must have the following features:</p>		
<p>5.4.1. Availability</p> <p>5.4.1.1. Must continue running at the same performance and service levels, even in the event of a failure.</p> <p>5.4.1.2. Must be designed to deliver Five 9s availability</p> <p>5.4.1.3. Must keep write cache persistent during fault conditions to prevent data Loss</p>		
<p><i>Comments:</i></p>		
<p>5.4.2. Environmental</p> <p>5.4.2.1. Must be able to support low-power or green high-capacity disk and drive spin down</p> <p>5.4.2.2. Must be able to support Flash Drives to maximize performance with minimum foot print and power consumption.</p>		
<p><i>Comments:</i></p>		
<p>5.4.3. Functionality</p> <p>5.4.3.1. Must maximize storage capacity</p> <p>5.4.3.2. Must provide versatile storage provisioning features.</p> <p>5.4.3.3. System must be able to dynamically optimize data placement across at least 2 tiers of data storage (eg Flash, SAS and NL_SAS) based on user policy, automatically.</p>		
<p><i>Comments:</i></p>		
<p>5.4.4. Scalability</p> <p>5.4.4.1. Must be able to scale.</p> <p>5.4.4.2. Must be able to independently scale capacity and performance or to assign blades so as to isolate specific business units or protocols</p> <p>5.4.4.3. Must allow independent protocol scaling</p> <p>5.4.4.4. The solution must support 2nd generation SAS 6Gb/s drive connectivity and must be able to</p>		



<p>support all on-line data storage tiers in order to maximize both system performance and capacity scalability.</p> <p>5.4.4.5. Must be able to provide additional connectivity to meet existing or future needs for front end port counts and future technologies.</p>		
<i>Comments:</i>		
<p>5.4.5. Performance</p> <p>5.4.5.1. Must provide linear performance and capacity scalability</p> <p>5.4.5.2. Must isolate operational processes to optimize performance The architecture of the system should not introduce unnecessary bottlenecks, and should allow flexibility to tune the environment</p> <p>5.4.5.3. Must support integrated Flash Drives (SSD Drives)</p> <p>5.4.5.4. Must be able to monitor and affect performance of mission critical applications.</p> <p>5.4.5.5. Must be able to absorb spikes in both read and write workloads by providing an extended cache style solution that must also avoid re-warming the cache on failover.</p>		
<i>Comments:</i>		
<p>5.4.6. Data Integrity (Reliability)</p> <p>5.4.6.1. The platform should guarantee synchronous writes are committed to disk prior to confirming the write to the client</p> <p>5.4.6.2. The platform should implement a no single point of failure (SPOF) architecture model</p>		
<i>Comments:</i>		
<p>5.4.7. Connectivity</p> <p>5.4.7.1. Must provide advanced connectivity for data availability</p> <p>5.4.7.2. Must be future connectivity ready</p> <p>5.4.7.3. Must allow independent protocol scaling</p>		
<i>Comments:</i>		
<p>5.4.8. Security, the system must provide:</p> <p>5.4.8.1. Must provide multiple levels of access control including role based security and auditing capability.</p>		



<p>5.4.8.2. Must provide active system management and user-directed control of system resources.</p> <p>5.4.8.3. Provide management control of SNMP, email and phone home notification</p> <p>5.4.8.4. Comes standard with a single point of management for both command line or graphical user interface for multiple nodes in a cluster</p> <p>5.4.8.5. Must be able to discover and monitor virtual machines.</p> <p>5.4.8.6. Must provide automatic monitoring of disk drive health and initiate a proactive background drive rebuild on failing drives</p> <p>5.4.8.7. Must provide facilities to resolve performance issues in real time.</p>		
<p><i>Comments:</i></p>		
<p>5.4.9. Drive and Raid Flexibility</p> <p>5.4.9.1. The solution should provide flexible disk configuration options</p> <p>5.4.9.2. The solution should provide automated and optimized disk configurations</p> <p>5.4.9.3. The solution should provide for ease of managing a tiered storage solution</p> <p>5.4.9.4. The solution should provide flexible RAID configuration options</p>		
<p><i>Comments:</i></p>		
<p>5.4.10. Replication (Block &amp; File) and Snapshots</p> <p>5.4.10.1. The replication solution should be configured via business rules for Recovery Point Objectives and Quality of Service.</p> <p>5.4.10.2. The solution should provide replication flexibility</p> <p>5.4.10.3. The snap and replication solution should seamlessly integrate to a VMWare infrastructure.</p>		
<p><i>Comments:</i></p>		
<p>5.5. Storage Resource Management:</p>		
<p>5.5.1. The Storage Resource Management solution must offer the following benefits to DALRRD.</p> <p>5.5.1.1. End-to-end visibility, from application to storage array</p> <p>5.5.1.2. Performance and Capacity monitoring and reporting</p>		



<p>5.5.1.3. Operational capabilities for SLA management and rapid troubleshooting</p> <p>5.5.1.4. Configuration and compliance reporting</p> <p>5.5.1.5. Support for Heterogeneous storage arrays</p>		
<p><i>Comments:</i></p>		
<p>5.6. Storage network components: Each site configuration must have 16 GB SAN Switches to provide:</p>		
<p>5.6.1. The fabric switch must have sufficient connectivity ports</p> <p>5.6.2. The port groups must be enabled on an as needed basis.</p>		
<p><i>Comments:</i></p>		
<p>5.7. D2D Deduplication Solution:</p>		
<p>5.7.1. The solution must be a B2D technology with ability to do replication to a secondary site once bandwidth is upgraded. The desired solution must be able to meet or exceed RPOs and RTOs to provide the right service levels for a reasonable investment. The business continuity and disaster recovery solutions should extend to virtual environments as well.</p>		
<p><i>Comments:</i></p>		
<p>5.7.2. The service provider must provide for data and database migration and replication in both the primary installation as well as the DMZ, from current environment to new infrastructure. All current operations and operational requirements must be met.</p>		
<p><i>Comments:</i></p>		
<p>5.7.3. The backup and recovery hardware/software solution must be a Proven, Mature Solution and must offer:</p> <p>5.7.3.1. Centralized protection in a heterogeneous environment, with minimal impact to production systems.</p> <p>5.7.3.2. Unified and centralized control of traditional and deduplication backup</p> <p>5.7.3.3. Unique capabilities to protect and recover virtual environments (including VMware and Hyper-V) to ensure customers the most value from virtualization</p> <p>5.7.3.4. Industry-leading deduplication to shrink backup windows, reduce stress on infrastructure and systems, and store more for longer periods with a reduced storage footprint</p>		



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<p>5.7.3.5. Intelligent application protection – Complete coverage for what is needed now, and in the future</p> <p>5.7.3.6. Broad disk-based backup capabilities – Policy-based snapshot management, backup-to-cloud and continuous data protection integration</p> <p>5.7.3.7. Enterprise performance and security</p> <p>5.7.3.8. Advanced indexing architecture that dramatically increases performance and scalability in backup and recovery operations</p> <p>5.7.4. Solution must also enable</p> <p>5.7.4.1. Server-less backup, library sharing, and dynamic drive sharing</p> <p>5.7.4.2. Online, impact-free backup and granular recovery for leading database, messaging, and ERP applications</p> <p>5.7.4.3. Fast, reliable disaster recovery management</p> <p>5.7.5. Be Simple</p> <p>5.7.5.1. Integrated hardware/software approach yields lowest TCO</p> <p>5.7.5.2. Easy to deploy and manage</p> <p>5.7.6. Be Mature</p> <p>5.7.6.1. Application independent (physical, virtual, backup, archive and more)</p> <p>5.7.6.2. Reference customers with meaningful real world results (Please provide at least three reference sites in the space below, together with contact details)</p> <p><b>Reference Sites:</b></p> <p>1)</p> <p>2)</p> <p>3)</p>		
<p><i>Comments:</i></p>		



## 6. SCOPE OF WORK AND TIME FRAMES

The scope of work is outlined in detail in the Solution Specifications and consists of:

### 6.1. INFRASTRUCTURE REQUIREMENT

- 6.1.1. DARDLR requires a tightly integrated, workload-optimised system architected to support on-demand IT infrastructure, private cloud, and mixed workloads. It must be configured to meet a range of **business** needs, and be easily and rapidly deployed to support a variety of virtualised application environments.
- 6.1.2. Each system must provide integrated compute, storage, networking, and management components, all configured to address demanding workloads.
- 6.1.3. System management and automation capabilities are required to **provide** DALRRD with simplification of everyday tasks through single pane of glass management.
- 6.1.4. Compute and storage must be able to be scaled independently so that DALRRD can easily adapt to new requirements and enable the solution to grow as business needs change.
- 6.1.5. One-stop support from the Original Equipment Manufacturer (OEM) must provide a single point of accountability with fast problem resolution.
- 6.1.6. Hardware And Software:  
The provision of the requisite Hardware and Software for the IT Infrastructure solution.
- 6.1.7. Installation And Configuration:  
Complete end-to-end configuration and installation of the IT infrastructure system. The service provider will be responsible for the initial configuration and installation of all software to ensure a complete installation including data migration, virtual to virtual (V2V) server migrations and physical to virtual (P2V) server migrations.
- 6.1.8. Warrantee  
The hardware infrastructure supplied must have a warrantee of 3 years. All logistical and other requirements to fulfill this warrantee obligations must be for the expense of the supplier.
- 6.1.9. Support and maintenance:  
Resident support for a period of one year from date of implementation must be provided.  
  
The provision of supplied Hardware and Software maintenance and support for a period of **3 years**.
- 6.1.10. Training  
Certified training for 3 identified officials of DALRRD must be provided for each the following solutions (including associated management software).:
  - Compute
  - VMware,
  - Backup and restore,
  - SAN and



- archive storage.  
The service provider shall be responsible for all logistical and venue requirements of the training

See Figure 2 Below, for high level solution overview.

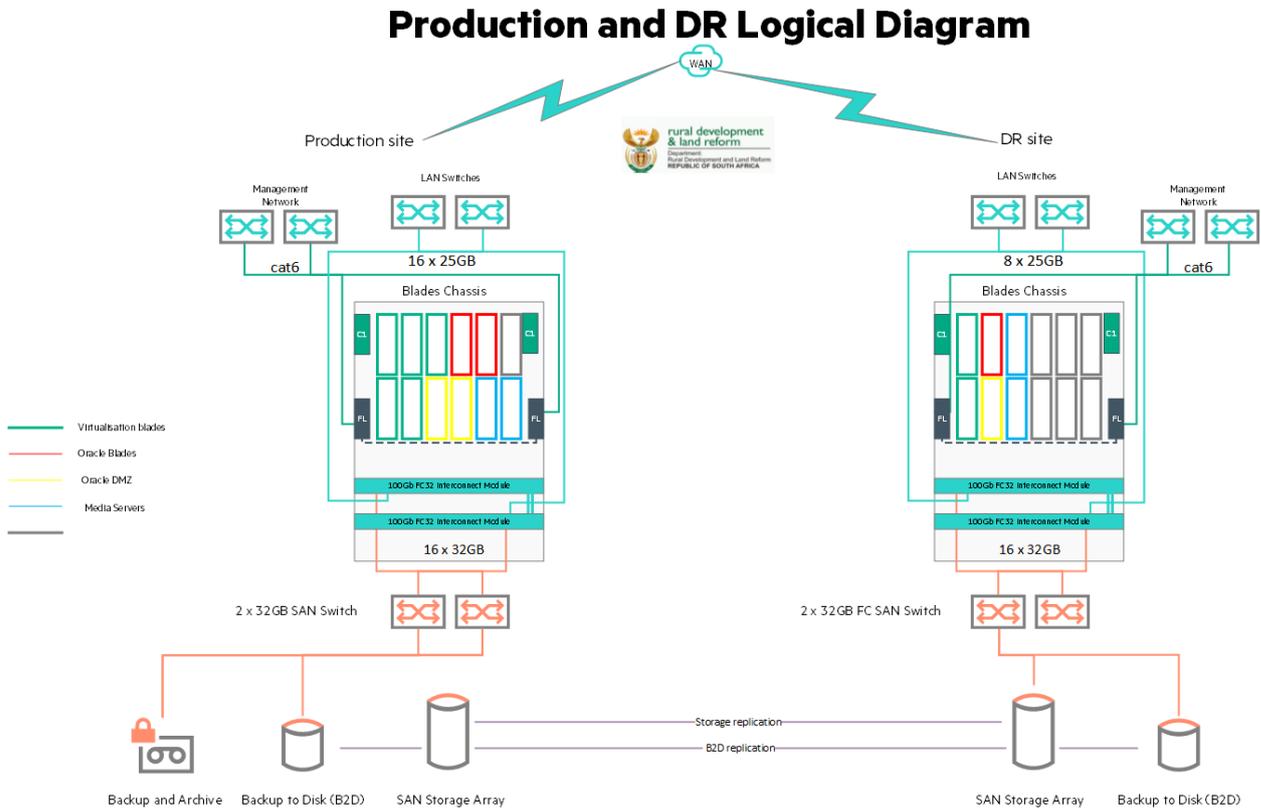


Figure 2: Logical Diagram

## 6.2. COMPUTING AND STORAGE

The Computing environment will cater for on-demand IT Infrastructure workloads providing a high-performance solution. The solution must be a Blade-based system configured to leverage industry-leading SAN technology to ensure high performance and always-on availability. In addition it must provide an integrated, management and modular system providing a secure and reliable turn-key data center in a box experience.

The initial migration of data will occupy a large chunk of the SAN setup specified for in the bid spec, bidders must provide 40Tb of the SAN for the geospatial portal from the current specification and consider the implication of scalability of the storage installation both NGI build and the DRC build. The outer year requirement growth would be 80Tb per year starting at 2021.



### 6.3. BACKUP AND ARCHIVAL

The backup and archival system must include the following:

- Backup and Archival Software
- Online Backup and Archival Disk Storage
- Tape Library for offline backup

## 7. SOLUTION SPECIFICATION (Minimum Specifications)

### 7.1. Primary Site

Category	Description	Comply Y/N
<b>NGI Primary Site: IT Infrastructure Solution with Software, Services and Support, with the following specification:</b>		
<b>Rack Infrastructure</b>	<ul style="list-style-type: none"> <li>• 3 x 42U 600x1200mm Enviro Racks each with 4 x 7.3kVA/60309 3-wire 32A/230V Outlets (36) C13 (6) C19/Vertical INTL PDU</li> </ul>	
<b>Blade Enclosure</b>	<ul style="list-style-type: none"> <li>• 1 x Synergy Blade enclosure/s provided with relevant redundant FC Fabric and Ethernet interconnects providing 100GB uplinks and 50GB downlinks with cables and transceivers for connectivity.</li> </ul>	
<b>Virtualisation Blades Servers</b>	<ul style="list-style-type: none"> <li>• 3 x Synergy Blade servers, each configured with: <ul style="list-style-type: none"> <li>- <b>Processors:</b> 2 x Synergy 480/660 Gen10 Intel Xeon-Gold 5218 (2.3GHz/16-core/125W) FIO Processor Kit (16 Cores each CPU / 32 Cores total per server).</li> <li>- <b>Memory:</b> 512GB (64GB (1x64GB) Quad Rank x4 DDR4-2933 CAS-21-21-21 Load Reduced Smart Memory Kit).</li> <li>- <b>Internal HDD:</b> 2 x 240GB SSDs.</li> <li>- <b>Mezzanine:</b> 2 x Synergy 4820C 10/20/25GB Converged Network Adapter (Converged Ethernet and FC).</li> <li>- All cables and transceivers for connectivity.</li> </ul> </li> </ul>	
<b>VMware Licenses</b>	<ul style="list-style-type: none"> <li>• 6 x VMware Vsphere Enterprise Plus with Vcenter Server, 3 Years Support</li> </ul>	
<b>Media servers</b>	<ul style="list-style-type: none"> <li>• 2 x Synergy Blade servers, each configured with: <ul style="list-style-type: none"> <li>- <b>Processors:</b> 2 x Synergy 480/660 Gen10 Intel Xeon-Gold 5218 (2.3GHz/16-core/125W) FIO Processor Kit (16 Cores each CPU / 32 Cores total per server).</li> <li>- <b>Memory:</b> 256GB (64GB (1x64GB) Quad Rank x4 DDR4-2933 CAS-21-21-21 Load Reduced Smart Memory Kit).</li> <li>- <b>Internal HDD:</b> 2 x 240GB SSDs.</li> </ul> </li> </ul>	



	<ul style="list-style-type: none"> <li>- <b>Mezzanine:</b> 2 x Synergy 4820C 10/20/25G B Converged Network Adapter (Converged Ethernet and FC).</li> <li>- All cables and transceivers for connectivity.</li> </ul>										
<b>Oracle Servers</b>	<ul style="list-style-type: none"> <li>• 2 x Synergy Blade servers, each configured with:             <ul style="list-style-type: none"> <li>- <b>Processors:</b> 2 x Synergy 480/660 Gen10 Intel Xeon-Gold 5222 (3.8GHz/4-core/105W) FIO Processor Kit (4 Cores each CPU / 8 Cores total per server).</li> <li>- <b>Memory:</b> 256GB (64GB (1x64GB) Quad Rank x4 DDR4-2933 CAS-21-21-21 Load Reduced Smart Memory Kit).</li> <li>- <b>Internal HDD:</b> 2 x 240GB SSDs.</li> <li>- <b>Mezzanine:</b> 2 x HPE Synergy 4820C 10/20/25GB Converged Network Adapter (Converged Ethernet and FC).</li> <li>- All cables and transceivers for connectivity.</li> </ul> </li> </ul>										
<b>Oracle DMZ Servers</b>	<ul style="list-style-type: none"> <li>• 2 x Synergy Blade servers, each configured with:             <ul style="list-style-type: none"> <li>- <b>Processors:</b> 2 x Synergy 480/660 Gen10 Intel Xeon-Gold 5222 (3.8GHz/4-core/105W) FIO Processor Kit (4 Cores each CPU / 8 Cores total per server).</li> <li>- <b>Memory:</b> 256GB (64GB (1x64GB) Quad Rank x4 DDR4-2933 CAS-21-21-21 Load Reduced Smart Memory Kit).</li> <li>- <b>Internal HDD:</b> 2 x 240GB SSDs.</li> <li>- <b>Mezzanine:</b> 2 x HPE Synergy 4820C 10/20/25GB Converged Network Adapter (Converged Ethernet and FC).</li> <li>- All cables and transceivers for connectivity.</li> </ul> </li> </ul>										
<b>Networking</b>	<ul style="list-style-type: none"> <li>• 2 x redundant 48 Port 25G SFP+/28, with 8 x 100G QSFP+/28 uplink ports</li> <li>• 2 x redundant 48 Port 10GB base-T Management switches with 6 x 40G QSFP+ uplink ports             <ul style="list-style-type: none"> <li>- ALL cables and the necessary transceivers for connectivity</li> </ul> </li> </ul>										
<b>SAN Switches</b>	<ul style="list-style-type: none"> <li>• 2 x 32GB fibre channel switches with 48 ports licenses in total and 48 transceivers with option to expand to 92 ports.</li> <li>• All necessary cables for connectivity</li> </ul>										
<b>Storage Array</b>	<ul style="list-style-type: none"> <li>• NGI Storage Array with 439TB useable capacity and 879TB effective capacity with the following minimum specification.</li> </ul> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Quantity</th> <th style="text-align: left;">Part</th> <th style="text-align: left;">Description</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">Q8H40A</td> <td>HPE NS HF60 Hybrid CTO Base Array</td> </tr> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">Q8B57B</td> <td>HPE NS HF40/60 Hybrid</td> </tr> </tbody> </table>	Quantity	Part	Description	1	Q8H40A	HPE NS HF60 Hybrid CTO Base Array	1	Q8B57B	HPE NS HF40/60 Hybrid	
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1	Q8H40A	HPE NS HF60 Hybrid CTO Base Array									
1	Q8B57B	HPE NS HF40/60 Hybrid									



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		210TB FIO HDD Bndl	
1	Q8B66B	HPE NS HF40/60 23.04TB FIO Cache Bndl	
2	Q8G47B	HPE NS HF40/60 ES3 126TB 9.6TB CTO Shelf	
3	Q8C28B	HPE NS HF ES3 11.52TB FIO Cache Bndl	
1	Q8H35A	HPE NS HF4/60 ES3 84TB 5.7TB CTO Shelf	
1	R4G78A	HPE Nimble Storage 2x32Gb 2-port Fibre Channel FIO Adapter Kit	
2	R0P84A	HPE NS C19 to C14 FIO Power Cord	
6	Q8J27A	HPE NS C13 to C14 FIO Power Cord	
1	Q8G27A	HPE NS NOS Default Software	
1	HT6Z0A5	HPE NS 5Y FC 4H Parts Exchange Support	



BACKUP AND ARCHIVAL		
<b>Tape Library</b>	<ul style="list-style-type: none"> <li>• MSL Scalable Tape Library               <ul style="list-style-type: none"> <li>○ 4 x LTO-8 FC tape drives</li> <li>○ Management software to provides an easy to use dashboard, and advanced analytics for performance, health and utilization of tape drives, libraries and cartridges. Fully integrated into Tape Library Software providing single pane of glass management, monitoring, configuration, usage, performance and analytics.</li> </ul> </li> </ul>	
	<ul style="list-style-type: none"> <li>• 100 x LTO8 Ultrium Media with Labels</li> <li>• 2 x LTO Cleaning Cartridges</li> </ul>	

<b>Backup Software</b>	<ul style="list-style-type: none"> <li>• Backup Software - Enterprise-class backup software providing comprehensive virtual server protection with support and advanced hypervisor integration for Virtual Machines (VMs) and Physical Oracle Servers including DR replication.</li> <li>• Migrate and restore Legato Networker NDMP backups and Archives on Quantum scalar i2000 robot system.</li> </ul>	
<b>Backup to Disk</b>	<ul style="list-style-type: none"> <li>• 500TB Online Archive Disk Storage Appliance (Useable) Scalable to at least 4PB</li> </ul>	
CONSULTING AND DEPLOYMENT SERVICES		
<b>Services</b>	<ul style="list-style-type: none"> <li>• Project Management with Complete documentation of the solution (Test, sign-off and handover)</li> <li>• Solution design.               <ul style="list-style-type: none"> <li>- Hardware design (Server, Network, Storage, Backup and Archive Solution).</li> <li>- Vmware Design.</li> </ul> </li> <li>• Solution Installation and Configuration               <ul style="list-style-type: none"> <li>- Onsite Installation and start up services for Server, Network, Storage, backup solution as per the design.</li> </ul> </li> </ul>	



	<ul style="list-style-type: none"> <li>- VMware installation and configuration as per the design.</li> <li>- Data and database migration and replication in DMZ (about ~281TB), from current environment to new infrastructure</li> <li>- P2V migrations to new environment (About 15 hosts)</li> <li>- P2P migrations to new environment (~3 Physical hosts)</li> </ul>	
<b>Maintenance and Support</b>	<ul style="list-style-type: none"> <li>• Hardware – 3 year 24x7 Services (Semi-annual operating-system environment patch analysis, firmware analysis, Annual System Health Check)</li> <li>• Software – 3 year 24x7 support of all provided software</li> </ul>	

**DALRRD – Service Credits and Training:**

<b>Training</b>	<ul style="list-style-type: none"> <li>• OEM administrator training on the Synergy Blade System including the Blade Networking for 3 resources</li> <li>• OEM administrator training on the Storage Array for 3 resources</li> <li>• VMware Training for 3 resources</li> <li>• Backup and restore training for 3 resources</li> <li>• SAN storage system for 3 resources</li> <li>• Archive storage for 3 resources</li> </ul>	
<b>Service Credits</b>	<ul style="list-style-type: none"> <li>• 180 hour credits from the OEM that can be redeemed over a 5 year period.</li> </ul>	

**7.2. Secondary Site (Minimum Specifications)**

Category	Description	Comply Y/N
<b>NGI Secondary Site: IT Infrastructure Solution with Software, Services and Support, with the following specification:</b>		
<b>Rack Infrastructure</b>	<ul style="list-style-type: none"> <li>• 3 x 42U 600x1200mm Advanced Shock Racks each with 4 x PDUs.</li> </ul>	
<b>Blade Enclosure</b>	<ul style="list-style-type: none"> <li>• 1 x Synergy Blade enclosure/s provided with relevant redundant FC Fabric and Ethernet interconnects</li> </ul>	



	providing 100GB uplinks and 50GB downlinks with cables and transceivers for connectivity.	
<b>Virtualisation Blades Servers</b>	<ul style="list-style-type: none"> <li>• 2 x Synergy Blade servers, each configured with: <ul style="list-style-type: none"> <li>- <b>Processors:</b> 2 x Synergy 480/660 Gen10 Intel Xeon-Gold 5218 (2.3GHz/16-core/125W) FIO Processor Kit (16 Cores each CPU / 32 Cores total per server).</li> <li>- <b>Memory:</b> 256GB (64GB (1x64GB) Quad Rank x4 DDR4-2933 CAS-21-21-21 Load Reduced Smart Memory Kit).</li> <li>- <b>Internal HDD:</b> 2 x 240GB SSDs.</li> <li>- <b>Mezzanine:</b> 2 x Synergy 4820C 10/20/25GB Converged Network Adapter (Converged Ethernet and FC).</li> <li>- All cables and transceivers for connectivity.</li> </ul> </li> </ul>	
<b>VMware Licenses</b>	<ul style="list-style-type: none"> <li>• 4 x VMware Vsphere Enterprise Plus with Vcenter Server, 5 Years Support</li> </ul>	
<b>Media servers</b>	<ul style="list-style-type: none"> <li>• 2 x Synergy Blade servers, each configured with: <ul style="list-style-type: none"> <li>- <b>Processors:</b> 2 x Synergy 480/660 Gen10 Intel Xeon-Gold 5218 (2.3GHz/16-core/125W) FIO Processor Kit (16 Cores each CPU / 32 Cores total per server).</li> <li>- <b>Memory:</b> 256GB (64GB (1x64GB) Quad Rank x4 DDR4-2933 CAS-21-21-21 Load Reduced Smart Memory Kit).</li> <li>- <b>Internal HDD:</b> 2 x 240GB SSDs.</li> <li>- <b>Mezzanine:</b> 2 x Synergy 4820C 10/20/25G B Converged Network Adapter (Converged Ethernet and FC).</li> <li>- All cables and transceivers for connectivity.</li> </ul> </li> </ul>	
<b>Oracle Servers</b>	<ul style="list-style-type: none"> <li>• 1 x Synergy Blade servers, each configured with: <ul style="list-style-type: none"> <li>- <b>Processors:</b> 2 x Synergy 480/660 Gen10 Intel Xeon-Gold 5222 (3.8GHz/4-core/105W) FIO Processor Kit (4 Cores each CPU / 8 Cores total per server).</li> <li>- <b>Memory:</b> 256GB (64GB (1x64GB) Quad Rank x4 DDR4-2933 CAS-21-21-21 Load Reduced Smart Memory Kit).</li> <li>- <b>Internal HDD:</b> 2 x 240GB SSDs.</li> <li>- <b>Mezzanine:</b> 2 x HPE Synergy 4820C 10/20/25GB Converged Network Adapter (Converged Ethernet and FC).</li> <li>- All cables and transceivers for connectivity.</li> </ul> </li> </ul>	
<b>Oracle DMZ Servers</b>	<ul style="list-style-type: none"> <li>• 1 x Synergy Blade servers, each configured with: <ul style="list-style-type: none"> <li>- <b>Processors:</b> 2 x Synergy 480/660 Gen10 Intel Xeon-Gold 5222 (3.8GHz/4-core/105W) FIO Processor Kit (4 Cores each CPU / 8 Cores total per server).</li> <li>- <b>Memory:</b> 256GB (64GB (1x64GB) Quad Rank x4 DDR4-2933 CAS-21-21-21 Load Reduced Smart Memory Kit).</li> <li>- <b>Internal HDD:</b> 2 x 240GB SSDs.</li> </ul> </li> </ul>	



	<ul style="list-style-type: none"> <li>- <b>Mezzanine:</b> 2 x HPE Synergy 4820C 10/20/25GB Converged Network Adapter (Converged Ethernet and FC).</li> <li>- All cables and transceivers for connectivity.</li> </ul>																			
<b>Networking</b>	<ul style="list-style-type: none"> <li>• 2 x redundant 48 Port 25G SFP+/28, with 8 x 100G QSFP+/28 uplink ports</li> <li>• 2 x redundant 48 Port 10GB base-T Management switches with 6 x 40G QSFP+ uplink ports               <ul style="list-style-type: none"> <li>- ALL cables and the necessary transceivers for connectivity</li> </ul> </li> </ul>																			
<b>SAN Switches</b>	<ul style="list-style-type: none"> <li>• 2 x 32GB fibre channel switches with 48 ports licenses in total and 48 transceivers with option to expand to 92 ports.</li> <li>• All necessary cables for connectivity</li> </ul>																			
<b>Backup Archival Storage</b>	<ul style="list-style-type: none"> <li>• 500TB Online Archive Disk Storage Appliance (Useable) Scalable to at least 4PB</li> </ul>																			
<b>Storage Array</b>	<ul style="list-style-type: none"> <li>• NGI Storage Array with 338TB useable capacity and 676TB effective capacity with the following minimum specification.</li> </ul> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Quantity</th> <th style="text-align: left;">Part</th> <th style="text-align: left;">Description</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">Q8H40A</td> <td>HPE NS HF60 Hybrid CTO Base Array</td> </tr> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">Q8B57B</td> <td>HPE NS HF40/60 Hybrid 210TB FIO HDD Bndl</td> </tr> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">Q8B66B</td> <td>HPE NS HF40/60 23.04TB FIO Cache Bndl</td> </tr> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">Q8G47B</td> <td>HPE NS HF40/60 ES3 126TB 9.6TB CTO Shelf</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">Q8C28B</td> <td>HPE NS HF ES3 11.52TB FIO Cache Bndl</td> </tr> </tbody> </table>	Quantity	Part	Description	1	Q8H40A	HPE NS HF60 Hybrid CTO Base Array	1	Q8B57B	HPE NS HF40/60 Hybrid 210TB FIO HDD Bndl	1	Q8B66B	HPE NS HF40/60 23.04TB FIO Cache Bndl	1	Q8G47B	HPE NS HF40/60 ES3 126TB 9.6TB CTO Shelf	2	Q8C28B	HPE NS HF ES3 11.52TB FIO Cache Bndl	
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	1	Q8H35A	HPE NS HF4/60 ES3 84TB 5.7TB CTO Shelf	
	1	R4G78A	HPE Nimble Storage 2x32Gb 2-port Fibre Channel FIO Adapter Kit	
	1	Q8C04B	HPE NS 4x16Gb FC 4p FIO Adptr Kit	
	2	R0P84A	HPE NS C19 to C14 FIO Power Cord	
	4	Q8J27A	HPE NS C13 to C14 FIO Power Cord	
	1	Q8G27A	HPE NS NOS Default Software	
	1	HT6Z0A5	HPE NS 5Y FC 4H Parts Exchange Support	
<b>CONSULTING AND DEPLOYMENT SERVICES</b>				
<b>Services</b>	<ul style="list-style-type: none"> <li>• DR Solution design.               <ul style="list-style-type: none"> <li>- DR Hardware design (Server, Network, Storage, Backup and Archive Solution).</li> <li>- Vmware Design.</li> </ul> </li> <li>• DR Solution Installation and Configuration               <ul style="list-style-type: none"> <li>- Onsite Installation and start up services for Server, Network, Storage, backup and Archive solution as per the design.</li> <li>- Vmware installation and configuration as per the design.</li> </ul> </li> </ul>			



	- Configure and Test DR replication	
<b>Maintenance and Support</b>	<ul style="list-style-type: none"> <li>• Hardware – 3 year 24x7 Services (Semi-annual operating-system environment patch analysis, firmware analysis, Annual System Health Check)</li> <li>• Software – 3 year 24x7 support of all provided software</li> </ul>	

## 8. MANDATORY TECHNICAL COMPLIANCE

Bidders must populate the attached spreadsheet to indicate compliance of their proposed infrastructure as detailed in paragraph 7.

## 9. RACK AND POWER SPECIFICATIONS

Bidders must provide Power and Cooling Requirements for the entire solution. Details must include:

- Power Consumption
- Cooling Requirements
- VA Rating
- Current Draw
- Maximum Weight
- Height

## 10. LICENCING SCHEDULE

Bidders must populate the table below with the licences provided as part of their solution. This must include all licences for all hardware infrastructure components plus all software licences.

Licence and Capacity Provided (Function and Capacity)	Maintenance & Support Provided (Level and Duration)	Quantities Provided




## 11. DELIVERABLES

- 11.1. Servers Virtualized Environment as per the recommendations
- 11.2. Fully implemented SAN environment according to specifications
- 11.3. Back-Up and archive Solution according to specifications
- 11.4. Migrated and restored Legato Networker NDMP backups and Archives on Quantum scalar i6000 robot system to a new backup and archive system.
- 11.5. Warrantee for all hardware as specified in paragraph 8 for primary and secondary sites.
- 11.6. Maintenance and Support Services as specified in paragraph 8 for primary and secondary sites.
- 11.7. All the required software, virtualization software and all the drivers stipulated in the specification must be installed successfully
- 11.8. Documentation for all the work done must be provided once the project is completed.
- 11.9. Migrated data and databases from old environment to new environment
- 11.10. Classroom Training and Certification for three DALRRD official on Compute, Storage, VMware , Backup and archive.



## 12. PRICING SCHEDULE

- 12.1. A **pricing** schedule must be submitted on separate sheet as per the attached SBD 3.1.
- 12.2. Prices quoted shall NOT be conditional to securing other bids.
- 12.3. Bidders must provide costing for each individual milestone as per the table in pricing schedule.
- 12.4. The lowest bid may not necessarily be accepted.
- 12.5. No negotiations around the accepted bid price will be entered into following the award of the bid.

## 13. LIABILITY OF THE STATE

- 13.1. The State shall not be liable for any damages to persons or property during the execution of this contract.

## 14. MINIMUM SPECIFICATION

- 14.1. These specifications are only the minimum specifications required. Any shortcomings in the specifications should be indicated at the compulsory clarification meeting. Any additional costs incurred because of shortcomings in the specifications that are not brought to the CD: NGL's attention at the compulsory clarification meeting will be for the contractor's own account.

## 15. CLARIFICATION

- 15.1. No alternation to, or departures, from the specification or from the terms of the contract, shall in any way be made without the written consent from the Department.



## 16. BID EVALUATION CRITERIA

This bid shall be evaluated in two stages. On first stage bids will be evaluated on functionality and on second stage in accordance with 80/20 preference points system as stipulated below.

### 16.1. First Stage -Evaluation of Functionality

- 16.1.1. The evaluation of the functionality will be evaluated individually by Members of Bid Evaluation Committee in **accordance** with the below functionality criteria and values;
- 16.1.2. The applicable values that will be utilized when scoring each criteria ranges from **0 being non-compliance, 1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent.**

The Bids that fail to achieve a minimum of **60** points out of **100** points for functionality will be disqualified; and such bids will not be evaluated on second stage (80/20 Preference Point System)

ITEM NUMBER	EVALUATION CRITERIA	WEIGHT														
<b>Company Profile</b>	<p>Company must have relevant three (3) contactable references, where similar assignments or projects were successfully implemented and completed during the defined period.</p> <p><i>Attach at least three contactable references where at least three similar successful projects were undertaken (reference letters must have the names, addresses, telephone numbers, fax numbers and e-mail addresses of the organisations/institutions for the work successfully completed and briefly describe the type of services provided to them)</i></p> <table border="1" data-bbox="507 1541 1257 2038"> <thead> <tr> <th>References</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td><b>Non-compliance: no submission</b></td> <td><b>0</b></td> </tr> <tr> <td>1 project reference</td> <td><b>1</b></td> </tr> <tr> <td>2 project references</td> <td><b>2</b></td> </tr> <tr> <td>3 project references</td> <td><b>3</b></td> </tr> <tr> <td>4 project reference</td> <td><b>4</b></td> </tr> <tr> <td>5 or more projects references</td> <td><b>5</b></td> </tr> </tbody> </table>	References	Score	<b>Non-compliance: no submission</b>	<b>0</b>	1 project reference	<b>1</b>	2 project references	<b>2</b>	3 project references	<b>3</b>	4 project reference	<b>4</b>	5 or more projects references	<b>5</b>	<p style="text-align: center;"><b>20</b></p>
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4 project reference	<b>4</b>															
5 or more projects references	<b>5</b>															



<p><b>Resource capabilities</b></p>	<ul style="list-style-type: none"> <li>Bidders should have the capacity to provide required goods and services in terms of manpower and logistics. The following are the minimum 5 technical specialists' areas required to implement this project:             <ul style="list-style-type: none"> <li>Server administrators;</li> <li>SAN;</li> <li>Back up and archive;</li> <li>Oracle specialists;</li> <li>Project manager</li> </ul> </li> <li>A project manager (PM) must be dedicated and identified to management of this project with a minimum of 3 years' experience in this field.</li> <li>All Personnel's will be utilised in this project their CVs must illustrating experience, competencies, qualifications and be submitted with the relevant certification (e.g VMware and SAN certification).</li> </ul> <table border="1" data-bbox="507 1032 1270 1845"> <thead> <tr> <th>Number of specialists per technical area and project manager</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>Non-compliance no submission</td> <td>0</td> </tr> <tr> <td>A specialist in 1-2 technical areas , with\without a project manager</td> <td>1</td> </tr> <tr> <td>A specialist in 3 technical areas, with\without a project manager</td> <td>2</td> </tr> <tr> <td>A specialist in all 4 technical areas and a project manager</td> <td>3</td> </tr> <tr> <td>More than 1 specialist in all technical areas and a project manager</td> <td>4</td> </tr> <tr> <td>More than 2 specialists in all technical areas and a project manager</td> <td>5</td> </tr> </tbody> </table>	Number of specialists per technical area and project manager	Score	Non-compliance no submission	0	A specialist in 1-2 technical areas , with\without a project manager	1	A specialist in 3 technical areas, with\without a project manager	2	A specialist in all 4 technical areas and a project manager	3	More than 1 specialist in all technical areas and a project manager	4	More than 2 specialists in all technical areas and a project manager	5	<p><b>30</b></p>
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<p><b>Solution architecture</b></p>	<p>The Bidders are required to provide an architecture diagram of how the equipment will be configured given the requirements.</p> <table border="1" data-bbox="507 376 1257 1189"> <thead> <tr> <th>Proposed architecture diagram has:</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>Noncompliance, no submission</td> <td>0</td> </tr> <tr> <td>Not all elements in specifications covered</td> <td>1</td> </tr> <tr> <td>All technical elements of the specification represented not according to standard symbology</td> <td>2</td> </tr> <tr> <td>All technical elements of the specification represented according to standard symbology</td> <td>3</td> </tr> <tr> <td>Well labelled diagram illustrating all technical elements of the specification represented according to standard symbology.</td> <td>4</td> </tr> <tr> <td>Well labelled diagram illustrating all technical elements of the specification represented including detailed legend connections according to standard symbology between elements.</td> <td>5</td> </tr> </tbody> </table>	Proposed architecture diagram has:	Score	Noncompliance, no submission	0	Not all elements in specifications covered	1	All technical elements of the specification represented not according to standard symbology	2	All technical elements of the specification represented according to standard symbology	3	Well labelled diagram illustrating all technical elements of the specification represented according to standard symbology.	4	Well labelled diagram illustrating all technical elements of the specification represented including detailed legend connections according to standard symbology between elements.	5	<p><b>10</b></p>
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<p><b>Bidder certification</b></p>	<ul style="list-style-type: none"> <li>The bidder's experience must have a minimum of 3 years in the provision of required goods services, and in the field of Information Communication Technology (ICT). The providers must have an accreditation from original equipment manufacturer (OEM). Certifications of OEM and must be provided.</li> </ul> <table border="1" data-bbox="507 1413 1257 1989"> <thead> <tr> <th>Bidder's experience</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td><b>Noncompliance, no submission</b></td> <td><b>0</b></td> </tr> <tr> <td>&lt; 2years experience with or no accreditation certification</td> <td>1</td> </tr> <tr> <td>&lt; 3 years' experience and with or no accreditation certification</td> <td>2</td> </tr> <tr> <td>3 years' experience and accreditation certificate</td> <td>3</td> </tr> <tr> <td>4 years' experience and accreditation certification</td> <td>4</td> </tr> <tr> <td>5 or more years' experience and accreditation certification</td> <td>5</td> </tr> </tbody> </table>	Bidder's experience	Score	<b>Noncompliance, no submission</b>	<b>0</b>	< 2years experience with or no accreditation certification	1	< 3 years' experience and with or no accreditation certification	2	3 years' experience and accreditation certificate	3	4 years' experience and accreditation certification	4	5 or more years' experience and accreditation certification	5	<p><b>10</b></p>
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3 years' experience and accreditation certificate	3															
4 years' experience and accreditation certification	4															
5 or more years' experience and accreditation certification	5															



<b>Methodology</b>	A detailed project management plan outlining project milestones with timeframes. and provision of the required goods and services.	<b>30</b>
	<b>Proposed implementation plan</b>	<b>Score</b>
	Noncompliance, no submission	<b>0</b>
	Plan covers <60% of all elements of the scope of the project.	<b>1</b>
	Plan covers >60% but <100% of the scope of the project.	<b>2</b>
	Plan covers 100% of the scope of the project.	<b>3</b>
	Plan covers 100% of the scope of the project, is very well presented and articulated plan, according to project management best practices.	<b>4</b>
	Plan covers 100% of the scope of the project, is very well presented and articulated plan, including a clear Gantt Chart according to project management best practices.	<b>5</b>
<b>TOTAL POINTS</b>		<b>100</b>

16.2. Second Stage-Evaluation in terms of 80/20 Preference Points System:

16.2.1. Calculation of points for price

The PPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis.

16.2.2. Calculation of points for B-BBEE status level of contribution

Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>
1	20
2	18
3	14



4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 16.2.3. In order to claim the B-BBEE Status Level Contributor points, bidders must submit an original and valid B-BBEE Status Level Verification certificate or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.
- 16.2.4. Bidders who do not submit B-BBEE Status Level Verifications certificates or are non-compliant contributors to B-BBEE, do not qualify for preference points for B-BBEE, but will not be disqualified from the bidding process. They will score points out of 80 for price only and zero (0) points out of 20 for B-BBEE.
- 16.2.5. A trust, consortium or joint venture will qualify for points for the B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 16.2.6. Any bid that is qualified by the bidders own conditions will automatically be disqualified.

## 17. TERMS AND CONDITIONS

- 17.1. The SBD 1 "INVITATION TO BID" must be fully completed
- 17.2. The SBD 4 "Declaration of Interest" must be fully completed.
- 17.3. The SBD 5 "The National Industrial Participation Programme, must be fully completed.
- 17.4. The SBD 6.1" Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2017" must be fully completed.
- 17.5. The SBD 8 "Declaration of bidders past conducts" must be fully completed and signed.
- 17.6. The SBD 9 "Certificate of independent bid determination" must be fully completed
- 17.7. Service Provider must be registered on the National Treasury Central Supplier Database and proof thereof must be furnished (supplier number and unique registration number)
- 17.8. Where contractors form a consortium, the principal bidder will take responsibility for the security of the data for the duration of the contract and the safe delivery thereof to the CD: NGI. The principal bidder will be responsible for liaising with the CD: NGI relating to all issues surrounding the contract and is accountable for the acceptance of the final product by the CD: NGI. All members of such a consortium must provide written indication of their appointment of the principal bidder with the bid submission.
- 17.9. Bidders wishing to form such a consortium must supply the names of the members of the consortium, the phases of the work to be undertaken by each member and written confirmation that each party is available and prepared to undertake the work within the timeframes set in this bid specification.



- 17.10. If any members of such a consortium do not comply with the conditions of the specification, the entire consortium will be disqualified.
- 17.11. Bidders wishing to sub-contract any phase of the work must supply the name of the subcontractor, the phases to be undertaken by him/her, and his/her written confirmation that he/she is prepared to undertake the work.
- 17.12. Prospective service providers are encouraged to submit their proposals before the closing time and date, as late submissions will not be accepted. All proposals will abide by the terms & conditions as it is reflected in the TOR. Also find attached hereto the GCC (General Conditions of Contract) to familiarize yourself to the conditions pertained into the document and shall be read in conjunction to this TOR.

## **18. CONFIDENTIALITY CLAUSE**

- 18.1. The service provider is expected to sign a confidentiality agreement and agrees to keep confidential all records and information of, or related to the Department obtained in any manner whatsoever, and not to disclose such records or information to any third party without the Department's consent.
- 18.2. All documents are confidential and remain the property of the department and are not allowed to be utilized without prior permission by the Director-General: DALRRD.

## **19. GENERAL CONDITIONS OF CONTRACT**

- 19.1. Apart from any Special Conditions stipulated in this bid specification, the General Conditions of Contract shall apply.

## **20. SPECIAL CONDITIONS OF CONTRACT**

- 20.1. All work will resume once appointment letter and Service Level Agreement has been signed and issued. If any members of such a consortium do not comply with the conditions of the specification, the entire consortium will be disqualified.
- 20.2. Any condition imposed by the bidder that is restrictive or contrary to any part of this bid document will automatically disqualify the bidder.

## **21. SUBMISSION OF PROPOSAL**

- 21.1. The prospective service provider must submit the proposal before or on the closing date at the following addresses:

Physical Address: 14 Long Street (Ground Floor) Tender Box  
Cape Town  
8000



## CONTACT PERSONS

**TECHNICAL ENQUIRIES** : Mr Giel Mokoena  
TEL : (012) 407 4528; 079 878 3002  
EMAIL : [giel.mokoena@dalrrd.gov.za](mailto:giel.mokoena@dalrrd.gov.za)

**Supply Chain Enquiries** : Mr. Charles Mamabolo  
TEL : (021) 409 0526 ;  
EMAIL : [charles.mamabolo@dalrrd.gov.za](mailto:charles.mamabolo@dalrrd.gov.za)

## 22. PAYMENTS

- 22.1. Payment will be affected by means of an electronic funds transfer within 30 working days on delivery of agreed upon milestones. An invoice must be supplied by the contractor on request by the CDNGI when specified milestone is delivered.
- 22.2. Payment shall be made in terms of milestones as stipulated in the payment schedule, subject to the submission of detailed invoices and timesheets as verified by the project manager.
- 22.3. The acceptance of and payment for the products does not absolve the contractor from responsibility for deficiencies that are not immediately apparent.
- 22.4. Financial penalties will be imposed for agreed upon milestones, targets and deadlines not met without providing "timely notification of such delays and the reasons for the delays."
- 22.5. Original invoices as per time sheets that substantiate all costs must be provided. The invoices should include the Department's order number that will be provided to the selected service provider upon acceptance of the bid.
- 22.6. Invoices must be sent to:

Physical Address:

[Invoices.WC@DALRRD.gov.za](mailto:Invoices.WC@DALRRD.gov.za)

14 Long Street,  
Cape Town,  
8000,  
3rd floor,

Room 312



## **23. PUBLICATIONS**

23.1. Government Tender Bulletin and the Departmental Website

23.2. Period – 21 Days

## **24. LEGAL NOTICES**

24.1. Each party chooses as its domicilium et executandi for the purpose of serving legal or other notices as

- Department: Agriculture, Land Reform and Rural Development  
Chief Directorate: National Geospatial Information  
Van der Sterr Building  
Rhodes Avenue  
MOWBRAY  
7705