



**REQUEST FOR BIDS:**

**(BID NUMBER: PROC T627)**

**THE APPOINTMENT OF A PANEL OF APPROVED SERVICE PROVIDERS FOR THE PROVISIONING OF ICT PROFESSIONAL SERVICES, SOFTWARE, LICENSES, RELATED SUPPORT AND MAINTENANCE AS AND WHEN REQUIRED FOR SERVICES SETA ICT INFRASTRUCTURE**

**CLOSING DATE AND TIME: 21 JULY 2022 AT 11H00 AM**

**COMPULSORY VIRTUAL BRIEFING SESSION**

**DATE: 29 JUNE 2022 TIME:10H00 AM**

**LINK:**

**[https://teams.microsoft.com/registration/ZlzP5vzC0k6Q7iOuGR9ohQ,OcTfl87upkKal\\_K50G2QYQ,W AJc6ER9W0eRovb18F35iA,grLT6AiqaEudIMtuC4KSBw,K7Ycln2STEqJZI3L\\_keR0g,jXzSMZoy1kCam zif0hxYgSQ?mode=read&tenantId=e6cf5c66-c2fc-4ed2-90ee-23ae191f6885](https://teams.microsoft.com/registration/ZlzP5vzC0k6Q7iOuGR9ohQ,OcTfl87upkKal_K50G2QYQ,W AJc6ER9W0eRovb18F35iA,grLT6AiqaEudIMtuC4KSBw,K7Ycln2STEqJZI3L_keR0g,jXzSMZoy1kCam zif0hxYgSQ?mode=read&tenantId=e6cf5c66-c2fc-4ed2-90ee-23ae191f6885)**

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## BID DOCUMENTS CHECK LIST:

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

The potential bidder must submit four (4) Bid proposals, compile one (1) original, (1) electronic version (USB), make one (1) copy from the original bid document and email proposal to [Tenders@serviceseta.org.za](mailto:Tenders@serviceseta.org.za) in a zipped file up to a maximum size of 20MB.

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

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

### **Checklist Schedule**

Schedules	Description	Submitted: YES or NO
Schedule 1	The potential bidder must be registered with National Treasury Central Supplier Database (CSD).	
Schedule 2	The potential bidder must be tax compliant on National Treasury Central Supplier Database (CSD) prior to award.	
Schedule 3	Bid document must be signed and duly completed, together with all declaration of interest/ standard bidding documents ( <b>SBD's 1, 2, 3.3, 4, 6.1, and 7.2</b> ).	
Schedule 4	Provide and attach a copy of Company Registration Certificate.	
Schedule 5	Provide and attach proof of Certification as Reseller/Partner of brand being proposed.	
Schedule 6	The potential bidder must submit <b>Proof of its B-BBEE Status Level of Contribution.</b>	
Schedule 7	OEM Level of Certification, Key Account Management and Assignment Experience	
Schedule 8	Business and Technical Resources capacity to execute ICT Projects, deployments, installations, configurations, commissioning and decommissioning of SaaS, IaaS, PaaS, Hybrid Systems and Associated Applications and Systems.	
Schedule 9	Turnaround time to supply proposed deliverables.	
Schedule 10	Incident Logging, Repairs, Maintenance, Support and HelpDesk response time	
Schedule 11	Identity Documents, Cancelled Cheque or Letter from the Bank Confirming Banking Details	
Schedule 12	Bid proposals ( <b>4</b> ) compile one ( <b>1</b> ) original, ( <b>1</b> ) electronic version ( <b>USB</b> ), make one ( <b>1</b> ) copy from the original bid document must be <b>properly bonded and email proposal to <a href="mailto:Tenders@serviceseta.org.za">Tenders@serviceseta.org.za</a> in a zipped file up to a maximum size of 20MB.</b>	

## PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SERVICES SETA)					
BID NUMBER:	PROC T627	CLOSING DATE:	21 JULY 2022	CLOSING TIME:	11:00AM
DESCRIPTION	THE APPOINTMENT OF A PANEL OF APPROVED SERVICE PROVIDERS FOR THE PROVISIONING OF ICT PROFESSIONAL SERVICES, SOFTWARE, LICENSES, RELATED SUPPORT AND MAINTENANCE AS AND WHEN REQUIRED FOR SERVICES SETA ICT INFRASTRUCTURE				
ENQUIRIES DUE DATE	All enquiries regarding this bid should be in writing and may be directed at E-mail <a href="mailto:tenders@serviceseta.org.za">tenders@serviceseta.org.za</a> by 11:00AM on the 08 July 2022				
<b>Important to note:</b> <ul style="list-style-type: none"> <li>Bidders should ensure that bids are delivered timeously to the correct address as late submissions will not be accepted for consideration.</li> <li>The bid box is generally open from 08h00 am to 16h00 pm Monday to Thursday and Friday from 08h00 am to 15h00 pm.</li> <li>All bids must be submitted on the official forms – (not to be re-typed).</li> </ul>					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (SERVICES SETA (HEAD OFFICE) AND TO SENIOR MANAGER, SCM:</b>  <b>15 SHERBORNE ROAD,            PARKTOWN,            JOHANNESBURG            2193</b>					
<b>NB: ALL BIDS MUST BE SUBMITTED IN THE TENDER BOX</b>  <b>The bid box is open during office hours:</b> <b>Monday – Thursday: 8am – 4pm</b> <b>Friday: 8am – 3pm</b>					
<b>NOTE!</b>  <b>THE RELEVANT AUTHORITY MUST SIGN IN FULL WHERE REQUIRED AND INITIAL ALL PAGES OF THE SBD FORMS</b>  <b>BIDS MUST BE SUBMITTED AS <u>1 ORIGINAL, ELECTRONIC COPY (USB), 1 COPY AND EMAIL PROPOSAL TO <a href="mailto:Tenders@serviceseta.org.za">Tenders@serviceseta.org.za</a> IN A ZIPPED FILE UP TO A MAXIMUM SIZE OF MB, EACH MARKED AS SUCH.</u></b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:            SUPPLY CHAIN MANAGEMENT</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:            USER DEPARTMENT</b>		
CONTACT PERSON	Conny Mathebula		CONTACT PERSON	Sibusiso Mabaso	

TELEPHONE NUMBER	(011) 276 9621	TELEPHONE NUMBER	(011) 276 9747
E-MAIL ADDRESS	<a href="mailto:tenders@serviceseta.org.za">tenders@serviceseta.org.za</a>	E-MAIL ADDRESS	<a href="mailto:SibusisoMa@serviceseta.org.za">SibusisoMa@serviceseta.org.za</a>

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>O R</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	APPLICABLE <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	

**A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE**

<p><b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b></p>	<p><input type="checkbox"/>Yes      <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p><b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b></p>	<p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>[IF YES, ANSWER PART B:3 ]</p>
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

YES  NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES  NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

YES  NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

YES  NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES  NO

**IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

**TERMS AND CONDITIONS FOR BIDDING**

**PART B**

**1. BID SUBMISSION:**

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD 7).**

**2. TAX COMPLIANCE REQUIREMENTS**

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING

THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

2.8

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

SIGNATURE OF BIDDER:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....

(Proof of authority must be submitted e.g. company resolution)

DATE:.....

(Professional Services)

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

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Entity name	
Total value	

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

**IMPORTANT NOTE:** Tasks will be regulated and delegated as when required per project out of emerging and existing business requirements. Indicate the costs for a **Junior Resource and Senior Resource** per service required.

Table below is to assist or guide service providers to draw and propose a rate card for the MSLA kindly indicate **Junior and Senior Consultants Rates** where applicable.

- The appointed Service Provider/s will be required to provide onsite and remote technical support where necessary
- A monthly usage report must be provided to identify the number of hours worked by the service provider and approved by the ICT Operations Manager.
- A limited number of software engineers must be assigned to the Services SETA to manage and execute all support related matters.
- The Service Provider should specify their standard response times that can be expected for each type of support request.
- The technical support will consist of the following, however not limited to:
  - M365 and Azure Services Support and Maintenance
  - Microsoft Windows Server OS and SQL Upgrades and Maintenance
  - Hardware, Software Deployments and Configurations
  - Technical analysis of unknown issues (problem) and possible emergency rectification where severity is critical.
  - Licensing Renewals, Application Version Upgrades and Customisations
  - HelpDesk Support and Maintenance as defined by SLAs.
- The service provider(s) will be expected to complete a non-disclosure agreement following their appointment and their acceptance of this assignment.



- The Services SETA reserves the right to request resubmission of certification or accreditation annually for current relationship status with Original Equipment Manufacturer (OEM) verification purposes.
- The service provider(s) is to agree and adhere to the arrangement that all material, information or data related to interaction with the Services SETA and provided by the Services SETA is to be held in the strictest confidence and remains the property and copyright of the Services SETA.
- No Services SETA content, generated by the service provider, should remain in the possession of the service provider following the conclusion of the contract period.
- No material or information pertaining to Services SETA' Accounting Authority and staff may be distributed by the service provider for publishing or distribution without the written permission of mandated persons at the Services SETA.

**Category: Professional Services (SLA Rate Card)**

Services Required	Services	Response Time	Junior and Senior Resource: Pricing and Incremental Pricing (where applicable)	Rate
<b>Microsoft Azure</b>	High Level L2, L3 Consultative Support, Maintenance, Configuration, Customisation and Deployments	8AM-5PM, 5PM-8AM Mon-Fri Sat-Sun & Public Holidays	<b>Min:</b> hrs @ R/hr <b>Max:</b> 4hrs @ R/Hr <b>Over 4 Hrs:</b> hourly increments <b>Price:</b> R/hr discount increments at thresholds: 20 hours Max 1920 hours	
<b>Manage Engine</b>	High Level L2, L3 Consultative, Support, Maintenance, Configuration, Customisation and Deployments	8AM-5PM, 5PM-8AM Mon-Fri Sat-Sun & Public Holidays	<b>Min:</b> hrs @ R/hr <b>Max:</b> 4hrs @ R/Hr <b>Over 4 Hrs:</b> hourly increments <b>Price:</b> R/hr discount increments at	

Services Required	Services	Response Time	Junior and Senior Resource: Pricing and Incremental Pricing (where applicable)	Rate
			thresholds: 20 hours Max 1920 hours	
<b>Mimecast</b>	High Level L2, L3 Consultative, Support, Maintenance, Configuration, Customisation and Deployments	8AM-5PM, 5PM-8AM Mon-Fri Sat-Sun & Public Holidays	<b>Min:</b> hrs @ R/hr <b>Max:</b> 4hrs @ R/Hr <b>Over 4 Hrs:</b> hourly increments <b>Price:</b> R/hr discount increments at thresholds: 20 hours Max 1920 hours	
<b>Tenable Nessus</b>	High Level L2, L3 Consultative, Support, Maintenance, Configuration, Customisation and Deployments	8AM-5PM, 5PM-8AM Mon-Fri Sat-Sun & Public Holidays	<b>Min:</b> hrs @ R/hr <b>Max:</b> 4hrs @ R/Hr <b>Over 4 Hrs:</b> hourly increments <b>Price:</b> R/hr discount increments at thresholds: 20 hours Max 1920 hours	
<b>Acunetix</b>	High Level L2, L3 Consultative, Support, Maintenance, Configuration, Customisation and Deployments	8AM-5PM, 5PM-8AM Mon-Fri Sat-Sun & Public Holidays	<b>Min:</b> hrs @ R/hr <b>Max:</b> 4hrs @ R/Hr <b>Over 4 Hrs:</b> hourly increments <b>Price:</b> R/hr discount increments at thresholds: 20 hours Max 1920 hours	

**Information Security Management System**

Category ICT Security	Information Security Management Systems	Hardware Non- Recurring Cost (A)	Annual License or subscription fee(s) (B)	Professional Services Cost (C)	Price (A+B+C)
1	Trend Micro XDR for Users: New: New, Normal, 501, 12 month(s)				
2	Managed XDR, Detection and Response for Users - Advanced: New: New, Normal, 501, 12 month(s)				
3	Cloud One - Workload Security (Enterprise) - antimalware, network & system + XDR - annual subscription per server/VM/instance: New: New, Normal, 1-100, 12 month(s)				
4	Managed XDR for Cloud Workloads - Advanced for Cloud One - Workload Security or Deep Security per Server (VM) and Non-Server System (Kiosk/POS/VDI): New: New, Normal, 51-100, 12 month(s)				
5	Deep Discovery Inspector HW-Appliance (SW with XDR + HW 500 Mbps): New: New, Normal, 1-1, 12 month(s)				
6	Managed XDR, Detection and Response for Networks - Advanced <500				

	Mbps: New: New, Normal, 1-1, 12 month(s)				
7	Tipping Point 1100TX HW + HW Support 1Yr				
8	Tipping Point 500Mbps TPS Threat DV Subscription Service 1Yr				
9	Tipping Point 500Mbps TPS Inspection License + Support + DV 1Yr				
10	Tipping Point SMS H4 HW + Support 1Yr				
12	Tipping Point IO Module: 4-segment Gig-T Bypass				
13	Professional Services – Remote Delivery – Trend Micro Delivery 160 Hours – Validity period 1 year				
<b>Total</b>					

### Tenable Nessus Vulnerability Assessment Tool

Category ICT Security	Tenable Nessus	Description	Annual License or subscription fee(s)
1	Nessus Professional	3 Year Licensing subscription fee	
2	Application Server Migration	Migrate, Deploy, Reconfigure and Upgrade Application Version onto supported Windows Server and SQL environment	
3	Other	Logins Customisation, SSL Certificates Configurations, and Publishing URL	
<b>Total</b>			

**Acunetix Web Application Security Vulnerability Assessment Tool**

<b>Category ICT Security</b>	<b>Acunetix</b>	<b>Description</b>	<b>Annual License or subscription fee(s)</b>
1	Acunetix Standard	3 Year Licensing subscription fee	
2	Application Server Migration	Migrate, Deploy, Reconfigure and Upgrade Application Version onto supported Windows Server and SQL environment	
3	Other	Logins Customisation, SSL Certificates Configurations, and Publishing URL	
<b>Total</b>			

**Manage Engine**

<b>Category ICT Security</b>	<b>Manage Engine</b>	<b>Description</b>	<b>Annual License or subscription fee(s)</b>
1	ManageEngine Desktop Central Professional Edition-Subscription Model	Annual subscription fee for 600 computers and Single User License  Annual subscription fee for Additional 5 Users  OS Deployment - Annual subscription fee for 60 Workstations	
2	ManageEngine ServiceDesk Plus Enterprise Edition - Subscription Model	Annual Subscription fee for 5 Technicians (500 nodes)  Annual Subscription fee for Additional 160 nodes	

		<p>Annual Subscription fee for 10 Technicians Portal 1 : ICT Helpdesk--</p> <p>Annual Subscription fee for 10 Technicians Portal 2 : Applications HelpDesk</p> <p>Annual Subscription fee for 10 Technicians Portal 3 : Customer Services HelpDesk</p>	
3	<p>ManageEngine ADAudit Plus Professional Edition- Subscription Model</p>	<p>Annual subscription fee for 2 Domain Controllers</p> <p>Annual subscription fee for 30 Member Servers</p> <p>Annual subscription fee for 10 File Servers</p> <p>Annual Subscription Fee for 600 Workstations</p> <p>Annual subscription fee for 1 Azure AD tenant</p>	
4	<p>ManageEngine M365 Manager Plus Professional Edition - Subscription Model</p>	<p>Annual subscription fee for 300 Users/Mailboxes with 1 Help Desk Technician</p> <p>Annual subscription fee for 4 Additional Help Desk Technicians</p>	
5	<p>ManageEngine Op Manager Plus Essential Edition - Subscription Model</p>	<p>Annual subscription fee for 250 Devices Special Pack with 2 Users</p> <p>"Includes - 250x Op Manager (Devices) 50x NFA (Interfaces) 50x NCM (Devices) 1x Firewall (Devices) 1000x (Used IPs &amp; switch ports)"</p>	
<b>Total</b>			

**Mimecast Email and Archiving Advanced Security Solution**

Category ICT Security	Mimecast	Description	Annual License or subscription fee(s)
1	Add On - SM Lite	Secure Messaging Lite	
2	Mimecast M2A	Advanced Targeted Threat Security, Compliance Security , Email Continuity, URL Protect, Attachment Protect, Impersonation Protect	
3	Basic Support	HelpDesk Support and Maintenance	
<b>Total</b>			

**Please Note the following:**

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

1. It must be noted that the bid will NOT necessarily be concluded in terms of total price and/or rates only due to the high technical and functional requirements.

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

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

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

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

.....  
 .....

All applicable taxes” includes value- added tax, pay as you earn, income tax, Unemployment

**Insurance fund contributions and skills development levies.**

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

**Supply Chain Management**

Email: [tenders@serviceseta.org.za](mailto:tenders@serviceseta.org.za)

**Or for technical information –**

Sibusiso Mabaso

Email: [SibusisoMa@serviceseta.org.za](mailto:SibusisoMa@serviceseta.org.za)

Tel: (011) 276 9747



**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

\_\_\_\_\_

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the

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

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

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

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

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

..... Signature	..... Date
..... Position	..... Name of bidder

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

##### Important to note:

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 be below or above R **50 000 000.00** (all applicable taxes included); therefore **80/20 or 90/10** preference point system shall be applicable

1.3 Points for this bid shall be awarded for:

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

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

	POINTS	POINTS
<b>PRICE</b>	<b>80</b>	<b>90</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>20</b>	<b>10</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>	<b>100</b>

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

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

## 2 DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**Functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**prices**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3 POINTS AWARDED FOR PRICE

### 3.2 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**80/20**

**or**

**90/10**

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

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

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

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

**5 BID DECLARATION**

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

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

6.2 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7 SUB-CONTRACTING**

7.2 Will any portion of the contract be sub-contracted?  
 (*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.2.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....

- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are military veterans	<input type="checkbox"/>	<input type="checkbox"/>
<b>OR</b>		
Any EME	<input type="checkbox"/>	<input type="checkbox"/>
Any QSE	<input type="checkbox"/>	<input type="checkbox"/>

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

8.2 Name of company/firm:.....

8.3 VAT registration number:.....

8.4 Company registration number:.....

**8.5 TYPE OF COMPANY/ FIRM**

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

**[TICK APPLICABLE BOX]**

8.6 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.7 COMPANY CLASSIFICATION

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

**[TICK APPLICABLE BOX]**

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any



organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution.

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

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

5. CONTRACT FORM - RENDERING OF SERVICES

SBD 7.2

This Form must be filled in Duplicate by both the Service Provider (Part 1) and the Purchaser (Part 2). Both Forms must be signed in the original so that the Service Provider and the Purchaser would be in possession of Originally Signed Contracts for their respective records.

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder’s past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
  
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
  
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
  
- 6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
2	.....
DATE:	.....

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

THE APPOINTMENT OF A PANEL OF APPROVED SERVICE PROVIDERS FOR THE PROVISIONING OF ICT PROFESSIONAL SERVICES, SOFTWARE, LICENSES, RELATED SUPPORT AND MAINTENANCE AS AND WHEN REQUIRED FOR SERVICES SETA ICT INFRASTRUCTURE	PRICE (ALL APPLICABLE TAXES INCLUDED) HOURLY RATE	B-BBEE STATUS OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT .....

ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

## 6. AUTHORITY FOR SIGNATORY

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

**An example for a company is shown below:**

“ By resolution of the board of directors passed on \_\_\_\_\_ 20 \_\_\_\_\_

Mr \_\_\_\_\_ has been duly authorized to sign all

documents in connection with the Tender for Contract \_\_\_\_\_

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

\_\_\_\_\_

SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_

IN HIS CAPACITY AS: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF SIGNATORY: \_\_\_\_\_

AS WITNESSES: 1 \_\_\_\_\_

2 \_\_\_\_\_

## 7. TERMS OF REFERENCE / SPECIFICATIONS

### 1. PURPOSE OF THIS PROJECT

**THE APPOINTMENT OF A PANEL OF APPROVED SERVICE PROVIDERS FOR THE PROVISIONING OF ICT PROFESSIONAL SERVICES, SOFTWARE, LICENSES, RELATED SUPPORT AND MAINTENANCE AS AND WHEN REQUIRED FOR SERVICES SETA ICT INFRASTRUCTURE**

### 1. INTRODUCTION AND OVERALL OBJECTIVES

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

The Services Sector Education and Training Authority (SSETA) hereby invites bids from accredited approved service providers for the provisioning of ICT professional services, software, licenses, related support and maintenance as and when required.

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

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

### 2. BACKGROUND

The Services SETA ICT Infrastructure is anchored on a hybrid approach that supports legacy systems, current systems, and emerging technologies in its entire estate. Firstly, ICT security and monitoring tools require maintenance and must remain relatively updated and licensed. Secondly this information must be kept out of harm's way through use of next generation technology in data centre Information Security management.

Services SETA is Licensed to, Trend Micro Enterprise Security, subscribes to Mimecast email and archive security, Manage Engine Suite of ICT Security Monitoring Applications Suite, Nessus and Acunetix Vulnerability assessment tools, that, however, should not be regarded as a limitation to the bidder's proposal, their methodology and approach but merely complement and guide in their proposed solution design.

### 3. SCOPE OF WORK/ DELIVERABLES

The appointed potential bidder shall be expected to be able to supply and deliver the required ICT Professional Services, Hardware, Licensing and Software within one (1) Month from conclusion of the contract by both parties. Billing and quotes shall be guided by the rate cards in response to this bid. Bidders must indicate on the checklist below the areas of competency they are bidding for.

In essence each bidder must clearly choose the competency area the professional service, software, licensing models and capacities of the systems or hardware they are qualified, accredited and certified to supply, develop, deploy, configure, support maintain and repair. A 24/7 functional help/support desk is a mandatory requirement.

Each of the deliverables of the services listed above are described below in brief detail. Bidders must select their area of competency/ies they are bidding for and provide the stipulated **mandatory** qualification documentation as stated below.

Item No	Competency	Tick
1	Microsoft Azure Services	
2	Trend Micro Information Security Management System	
3	Tenable Nessus Vulnerability Assessment Tool	
4	Acunetix Web Application Vulnerability Assessment Tool	
5	Manage Engine Suite of ICT Security Monitoring Applications Suite	
6	Mimecast Email and Archiving Advanced Security Solution	

### 1. Microsoft Azure

The role of an Advanced Specialisation Azure Managed Services Provider at minimum must be Microsoft Certified Partner involves performance of the following on Services SETA Tenancy but not limited to:

- Security and Compliance
- Identity Management
- Development and Testing
- Workloads Migration
- Disaster Recovery
- Backups and Archives

Description	Mandatory Qualification Documentation Required	Level
Microsoft Azure	<ul style="list-style-type: none"> <li>• Microsoft Azure OEM Certifications not older than 3 Years</li> </ul>	

## 2. Trend Micro Information Security Management System

The accredited Service Provider should propose a solution that drives phase two of Services SETA ICT Security roadmap geared to achieve but not limited to the following:

- Speeding up of mean time to detection (MTTD) and mean time to respond (MTTR)
- Reduction in false positives and negatives
- Reduction in man hours for detection, threat hunting, investigation, and response
- Simplify threat analytics across different security layers, Investigation and Response
- Enablement of proactive threat hunting
- Integration with M365 Security Sentinel SIEM tool
- Automation for incident response and visibility
- Vendor consolidation (Single Management Console)
- Network Visibility (Internal/External Threats)
- Zero Day Threat Detection, Sandboxing, Deep Discovery and Deep Security for Data Centers
- Virtual Patching (Integration with Nessus and Acunetix Vulnerability Assessment Tools)
- Tipping Point IPS & Server Layer Vulnerability auto remediation

Description	Mandatory Qualification Documentation Required
Trend Micro Information Security Management System	<ul style="list-style-type: none"><li>• Trend Micro OEM Certification not older than 3 Years</li></ul>

## 3. Tenable Nessus Vulnerability Assessment Tool

The accredited service provider should deliver as follows

- Renew Nessus Professional product licensing for a 3-year period
- Migrate and upgrade existing Nessus application version onto supported Windows Server and SQL environment
- Reconfigure ICT Administrators and logins to authenticate via Local AD where possible
- Publish the application URL to be securely bound and accessible on the internet



- Ensure Nessus Scans accept, recognise, and validate Services SETA SSL certificates

Description	Mandatory Qualification Documentation Required
Tenable Nessus Vulnerability Assessment Tool	<ul style="list-style-type: none"> <li>• Tenable Nessus OEM Certification not older than 3 Years</li> </ul>

#### 4. Acunetix Web Application Security Vulnerability Assessment Tool

The accredited service provider should deliver as follows

- Renew Acunetix Standard product licensing for a 3-year period
- Migrate and upgrade existing Acunetix application onto supported Windows Server and SQL environment
- Reconfigure ICT Administrators and logins to authenticate via Local AD where possible
- Publish the application URL to be securely bound and accessible on the internet
- Ensure Acunetix Scans accept, recognise, and validate Services SETA SSL certificates

Description	Mandatory Qualification Documentation Required
Acunetix Web Security Application Vulnerability Assessment Tool	<ul style="list-style-type: none"> <li>• Acunetix OEM Certification not older than 3 Years</li> </ul>

#### 5. Manage Engine Suite of ICT Security Monitoring Applications Suite

The accredited service provider should deliver as follows:

- Renew and upgrade application versions of the following Manage Engine Suite of ICT Security Monitoring Applications for a period of 3 years
  - a. Desk Top Central Plus
  - b. Operations Manager Plus
  - c. Service Desk Plus

- d. AD Audit Plus
- e. M365 Manager Plus
- HelpDesk Support and Maintenance Services
- ICT Admins Training as and when required

Description	Mandatory Qualification Documentation Required
Manage Engine Suite of ICT Security Monitoring Applications Suite	<ul style="list-style-type: none"> <li>• Manage Engine OEM Certification not older than 3 Years</li> </ul>

## 6. Mimecast Email and Archiving Advanced Security Solution

The accredited service provider should deliver as follows:

- Renew Mimecast Email and Archiving Advanced Security Solution licenses for a period of 3 years
- HelpDesk Support and Maintenance Services
- ICT Admins Training as and when required

Description	Mandatory Qualification Documentation Required
Mimecast Email and Archiving Advanced Security Solution	<ul style="list-style-type: none"> <li>• Mimecast OEM Certification not older than 3 Years</li> </ul>

## CONTRACTUAL OBLIGATIONS

- It is envisaged the service provider shall be contractually obligated from the date of appointment to the Services SETA for a period of 3 years subject to review.
- The Services Seta Accounting Officer / Authority, at its discretion, may extend the contractual obligation of the appointed entity, for whatever reason(s) in the interest of Services SETA.

### 3.1. TECHNICAL SPECIFICATIONS

The Professional Services, Hardware, Software and Licenses to be procured will be for use on Information Communication and Technology Systems owned by the Services SETA.

**IMPORTANT NOTE:** Volumes/quantities might change on need basis kindly quote for quantities indicated of specifications listed **below**

#### **Other important Information relating to the bid**

- Services SETA reserves the right to procure any type, model or make of software or hardware (due to rapid computer technologically developments and advances) from the appointed suppliers at any time and for whatever reason it deems necessary.
- Please be aware that the Services SETA is a **government/public entity** and therefore expects to be quoted at government/public rates on all hardware and software.
- During the contract period where a product has been discontinued, the **equivalent replacement** product must be stipulated in detail with a price.

#### **4. THE DURATION OF ASSIGNMENT**

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

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

**REQUIRED DOUMENTS**

<b>QUALIFICATION/ GATEKEEPER REQUIREMENT (MANDATORY)</b>		
	Has the applicable document been attached?	
1. The potential bidder must be registered with National Treasury Central Supplier Database (CSD).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2. Bid document must be signed and duly completed, together with all declaration of interest/ standard bidding documents ( <b>SBD's 1, 3.3, 4, 6.1, and 7.2</b> ).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3. Provide and attach a copy of Company Registration Certificate.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4. Provide and attach proof of relevant Certification of competency selected.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>5. OEM Level of Certification, Key Account Management and Assignment Experience:</b> <ul style="list-style-type: none"> <li>▪ Attach (3) three or more written testimonials letters with logo, letterhead, contactable details, dates and signature on a company letter head relating to the selected deliverable area of competency supported by OEM Level of Partner Certification and relevant experience in the supply, configuration, deployment, support, maintenance, of the software, licensing, tools, or applications the bidder has proposed not older than three (3) years).</li> </ul>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>6. Business and Technical Resources capacity to execute ICT Projects, deployments, installations, configurations, commissioning and decommissioning of SaaS, IaaS, PaaS, Hybrid Systems and Associated Applications and Systems.</b> <ul style="list-style-type: none"> <li>▪ CVs must demonstrate relevant experience in bidders selected area of expertise as defined in section 3.3 Specific Deliverables</li> </ul>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>7. Turnaround time to supply proposed deliverables.</b> <ul style="list-style-type: none"> <li>▪ Turnaround time to supply, selected proposed deliverables Provide and attach a clear and detailed service delivery framework</li> </ul>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

<ul style="list-style-type: none"> <li>Ability to facilitate and process In Warranty: full coverage (software/parts) for on-site/remote repairs NBD from date of solution delivery</li> </ul>		
<p><b>8. Incident Logging, Repairs, Maintenance, Support and HelpDesk response time</b></p> <ul style="list-style-type: none"> <li>Ability to facilitate and process Outside Warranty: full coverage (software/parts) for on-site/remote repairs from date of delivery.</li> <li>Submit the proof of Layer 2 24/7 service desk and response timelines for emergency service, normal support and maintenance calls</li> </ul>		
<p><b>The bidder must comply with the aforementioned qualification requirements above. Failure to abide by any of the requirements will lead to automatic disqualification.</b></p>		
<p><b>OTHER IMPORTANT BID REQUIREMENT (NON MANDATORY)</b></p>		
	<p>Has the applicable document been attached?</p>	
<p>1.The tenderer must submit proof of its B-BBEE status level of contributor</p> <p><b>PLEASE NOTE:</b></p> <p>The tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but may only score points out of 80 for price; and scores Zero(0) points out of 20 for B-BBEE.</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
<p>2. The Supplier status must be active, when verifying with Central Supplier Database (CSD). Provide MAAA number .....</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
<p>3. Tax Clearance certificate Verification purposes, the potential bidder must indicate pin number.....</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>

**6. EVALUATION CRITERIA**

The value of this bid is estimated to be above R1000 000 but below R50 000 000 or above R50 000 000 (all applicable taxes included); therefore the **80/20** or **90/10** system shall be applicable.

**Criterion 1- Qualification Requirement**

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

**Criterion 2-Price and Preference Evaluation**

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

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



## **8. GENERAL CONDITIONS OF CONTRACT**

### **THE NATIONAL TREASURY**

**Republic of South Africa**

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### **GOVERNMENT PROCUREMENT:**

### **GENERAL CONDITIONS OF CONTRACT**

**July 2010**

### **NOTES**

The purpose of this document is to:

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

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

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

### **TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis



9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## General Conditions of Contract

### 1. Definitions

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

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

## **2. Application**

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

- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

### **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

### **4. Standards**

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

### **5. Use of contract documents and information; inspection.**

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights**

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

## **7. Performance security**

7.1.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.1.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **8. Inspections, tests and analyses**

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

## **14. Spare parts**

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

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

## **15. Warranty**

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

## **16. Payment**

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



- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices**

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

## **18. Contract amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the supplier's performance**

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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

#### **24. Anti-dumping and countervailing duties and rights**

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

#### **25. Force Majeure**

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

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

#### **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

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

## **28. Limitation of liability**

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

## **29. Governing language**

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

### **30. Applicable law**

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

### **31. Notices**

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

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

### **32. Taxes and duties**

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

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

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

### **33. National Industrial Participation (NIP) Programme**

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

### **34 Prohibition of Restrictive practices**

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

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

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

## 9. SERVICES SETA SUPPLIER DECLARATION FORM

The Supply Chain Management Manager

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

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

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

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

### **IMPORTANT NOTES:**

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

#### **Enhanced B-BBEE recognition level for QSE:**

- A QSE which is 100% Black Owned qualifies for a Level One B-BBEE recognition.
- A QSE which is at least 51% Black Owned qualifies for a Level Two B-BBEE recognition level



- In the above cases the QSEs mentioned above are only required to obtain an sworn affidavit on an annual basis confirming the following:
  - a) Annual Total Revenue of R50million or less;
  - b) Level of Ownership

c) **If your annual turnover is in excess of R50million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all 5 elements of the BBBEE Generic score-card. Please include your BEE certificate in your submission as confirmation of your status.

NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).

d) **To avoid PAYE tax being automatically deducted from any invoices received from you**, you must also contact the SSETA person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.

e) Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.

f) **Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the SSETA Official who is intending to procure your company's services/products in order that he/she should complete and Internal SSETA Departmental Questionnaire before referring the matter to the appropriate SSETA Vendor Office.**

Regards,

SUPPLIER DECLARATION FORM

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