



TENDER NUMBER EDM/17/2026-27

**SUPPLY, DELIVERY, INSTALLATION,
CONFIGURATION AND SUPPORT FOR
ENTERPRISE COMPUTER SERVERS**

CLOSING DATE: FRIDAY, 16 OCTOBER 2026

CLOSING TIME: 12H00

NAME OF TENDERER: _____

CSD REGISTRATION NUMBER: _____



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TENDER NUMBER - EDM/17/2026-27

Tenders are hereby invited from capable and experienced service providers for the **SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION AND SUPPORT FOR ENTERPRISE COMPUTER SERVERS**

1. Only tenderers who have provided the following mandatory information and documents to be used to evaluate the bidder's responsiveness will be considered for further evaluation on functionality:

- 1.1 Only service providers who are registered on the Central Supplier Database (CSD) will be considered and the copy of the full CSD report not older than three months should be submitted.
- 1.2 Form of offer must be firm, VAT and other tax-inclusive and valid at least ninety (90) days from the closing date.
- 1.3 Service providers are required to fully complete the attached MBD forms and be submitted together with their written tenders.
- 1.4 No tender shall be considered for the persons who are in the service of the state,
- 1.5 Valid SARS PIN certificate must be attached.
- 1.6 Attached original Certified copy of company registration documents issued by Companies and Intellectual Property Commission (CIPC).
- 1.7 Attached original Certified copies of Identity Documents (ID) of all company directors.
- 1.8 Attach verifiable Municipal Account/s not older than three months for both the tenderer and entity owner/s or director/s. In areas where the municipalities are not issuing municipal accounts, attach valid lease agreements or confirmation of residence or address for both the tenderer and entity owner/s or director/s issued by a relevant authority not older than three months.
- 1.9 Joint Venture or Consortium Agreement if applicable.
- 1.10 All tender documents must be duly signed and submitted on the PDF document that has been issued and certified documents must not be older than three months.
- 1.11 Tenderers are advised not to commit any fraudulent activities, including forgery of documents. All abuses of the Supply Chain Management (SCM) systems including but not limited to forgery of returnable documents, may be reported to the South African Police Service (SAPS) and restricted from doing business with any public institution or organ of the state for a period not exceeding 10 years in line with the Prevention of Fraud and Corrupt Activities Act 12 of 2004.

2. The tender will be evaluated by applying the 80/20 preference point system in terms of the Preferential Procurement Policy of the Ehlanzeni District Municipality. The policy preference point system will be applied as follows:

- 2.1 The 80 points will be for price; and
- 2.2 The 20 points will be allocated for the specified goals on a proportional or pro rata basis as follows:

POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS		
HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS	POINTS ALLOCATION	SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS
100% black person or people owned enterprise	5,00	➤ A copy of a Full CSD report not older than 3 months
More than 30% woman or women shareholding or owned enterprise	2,00	
more than 30% youth shareholding or owned enterprise	2,00	
More than 30% people living with disability shareholding or owned enterprise	2,00	➤ A copy of a Medical Certificate to confirm disability or stated on the CSD
More than 30% military veteran's shareholding or owned enterprise	2,00	➤ Points will be allocated if it is stated on the CSD that the enterprise is owned by persons designated as military veterans
POINTS FOR IMPLEMENTING OF RDP PROGRAMMES		
Enterprises regarded as *EMEs located within the Ehlanzeni District Municipality area of jurisdiction	2,00	➤ A copy of a Full CSD report not older than 3 months NB: Points will only be awarded if the CSD physical address is the same as the address for the proof of residence required in 1.7 above.
B-BBEE level 1 contribution	5,00	➤ Certified Valid BBBEE certificate; or ➤ Certified Valid EME and SME a Sworn Affidavit; or ➤ Certified Valid CIPC issued certificate confirming annual turnover and level of Black Ownership
TOTAL PREFERENCE POINTS TO BE CLAIMED	20,00	

***EME's are Exempted Micro Enterprise with an annual turnover of R10 million or less.**

Received bids will be evaluated for responsiveness based on mandatory requirements, functionality and bidders who obtain a minimum of **70 points** out of a possible **100 points** for further evaluation on the preference point scoring system.

Tender documents can be viewed and downloaded at no cost on the Document Sharing and Collaboration Platform or Portal (NEPTUNE): <http://edmservices.ehlanzeni.gov.za> and National Treasury Portal from Wednesday, **30 September 2026**. Further information regarding the downloading and uploading of documents will be explained at the compulsory briefing session.

A compulsory briefing session will be held on **Wednesday, 7 October 2026 at 10h00, at Ehlanzeni District Municipality Office Complex, DMC, 8 Van Niekerk Street, Sonheuwel Central, Mbombela, 1201.**

Where tenders should be submitted - Completed tender and other returnable documents must be submitted only in PDF format on the Document Sharing and Collaboration Platform or Portal: <http://edmservices.ehlanzeni.gov.za> on or before **Friday, 16 October 2026** not later than **12h00**.

Tender Documents received by telegram, fax and post will not be considered. Late bids shall not be accepted.

Enquiries: Contact Person - ADMINISTRATION: Mr. S P Khumalo at 013 759 8510 or pkhumalo@ehlanzeni.gov.za

Contact Person – TECHNICAL: Mr. M Srini at 013 759 8500 or msrini@ehlanzeni.gov.za

Visit our website: www.ehlanzeni.gov.za

Employer: Acting Municipal Manager:
Ms S S Madlopha
Ehlanzeni District Municipality
P. Box 3333
MBOMBELA
1200

PART A INVITATION TO TENDER

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EHLANZENI DISTRICT MUNICIPALITY					
BID NUMBER:	EDM/17/2026-27	CLOSING DATE:	16 OCTOBER 2026	CLOSING TIME:	12H00
DESCRIPTION	SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION AND SUPPORT FOR ENTERPRISE SERVERS SHARING A NAS/ SAN STORAGE IN A TWO-NODE HIGH AVAILABILITY CLUSTER ENVIRONMENT.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MUST BE SUBMITTED ON THE TENDER MANAGEMENT PORTAL					
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					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ 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]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
ALL ENQUIRIES SHOULD BE SENT ELECTRONICALLY VIA E-MAIL TO pkhumalo@ehlanzeni.gov.za					

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:		
1.1. BIDS MUST BE SUBMITTED ELECTRONICALLY BY THE STIPULATED TIME ON THE TENDER MANAGEMENT PLATFORM. 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 ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.		
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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E- FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E- FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.		
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS		
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA	YES ☐	NO ☐
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	YES ☐	NO ☐
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES ☐	NO ☐
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	YES ☐	NO ☐
3.5. 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 ABOVE.		

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

SPECIAL CONDITIONS OF THE TENDER

1. SUBMISSION OF TENDERS

Tender documents must be submitted through Document Sharing and Collaboration Platform (NEPTUNE) via the Portal: <http://edmservices.ehlanzeni.gov.za>

2. TENDER DOCUMENT AVAILABILITY

It is compulsory that service providers download a copy of the tender document that will ONLY be available as from Wednesday, 30 September 2026 on the above Ehlanzeni District Municipality Portal, free of charge.

3. ADJUDICATION OF TENDER

Ehlanzeni District Municipality will not be bound to accept the lowest or any tender.

The tender will be adjudicated using EDM Supply Chain Management and in terms of the Preferential Procurement Policy Framework Act, no. 5 of 2000 and as defined in the conditions of bid in the bid document, read in conjunction with the Preferential Procurement Regulation of 2022, where 80 points will be allocated in respect of price and 20 points in respect of targeted goals.

4. COMPLETION OF TENDER DOCUMENTS

Tenders will only be considered on receipt of this tender document correctly completed with all insertions in black ink and signed.

The compulsory documentation as stated on the tender advertisement and data **MUST** be attached in order for the tender to be considered responsive:

5. COMPULSORY BRIEFING SESSION

Refer to tender advertisement.

6. TAXES AND DUTIES PAYABLE

Tenderers shall allow in their tender for the payment and recovery of all taxes and other duties. No claims for additional payment in this respect will be considered. Prices and rates quoted shall be inclusive of Value Added Tax (VAT). VAT shall be recorded as a lump sum in the tender summary and the total inclusive of VAT carried to the Form of Tender on the MBD1.

7. WITHDRAWAL OF TENDER

In the event of the successful tenders failing to execute the service in terms of this tender, the Municipality shall be entitled to cancel the contract summarily, in which event the Tenderer shall be liable for any additional expense incurred by reason of the Municipality having to call for fresh tenders or having to accept any less favourable tender.

8. NOTICE OF BIDDERS

Should any additions or alterations to the document as issued to Tenderers be deemed necessary prior to the date for submission of tenders, these will be issued to Tenderers in the form of Notices to Tenderers and will form part of the tender document.

The Notices to Tenderers shall be completed where applicable by Tenderers, signed, dated and returned with the tender documents.

9. PERIOD OF VALIDITY OF TENDERS

The period of validity of tenders shall be **90** days as stated in the tender form and be calculated from the closing date for submission of tenders.

10. TENDER PRICE

All prices must include delivery and VAT where applicable. All prices must be stated in South African currency (ZAR) and will be regarded firm. The prices to be offered by prospective Tenderers should not exceed prices / rate predetermined by National Treasury or rates stipulated on transversal contracts approved by the National Treasury.

The total bid price is meant for the purposes of price evaluation. This contract will be rates based due to its nature. In light of this, the total bid price will not be reflected in the appointment letter.

Prices must include delivery, offloading and packing to shelves of all commodities. Service providers might be required to deliver commodities in any identified office within the jurisdiction of the Ehlanzeni District Municipality.

All items that have been specified must be quoted and failure to do so will render the bid not complying with the specifications and tender requirements.

12. CESSION OF ASSIGNMENT

Neither the Council nor the tenderer shall cede or assign a contract for the required rendering of services or any part thereof or any benefit or interest therein or there under to third parties without having obtained written permission from the Council.

Successful tenderers will be expected to deliver all commodities within 7 days after the receipt of the official purchase order. Failure to deliver within the stipulated timeframes will lead to immediate cancellation of the purchase order and the next inline service provider will be considered.

13. CONTRACT DURATION

This is a once-off delivery and service providers are expected to deliver within thirty days from the date of acceptance of the tender offer.

14. NEGOTIATION OF RATES AND AWARD

The municipality reserves the right to negotiate the prices on the items specified in the pricing schedule that comply with the software which do not limit the information technology and communication requirements of the municipality.

15. DELIVERY AND LEAD TIMES

The required goods and services must be delivered within thirty (30) working days from date of receipt and acceptance of the tender offer.

16. CONTRACT REVIEW

The price review for all items in this tender document shall be initiated at the request of the successful tenderer at the anniversary of the contract or as per the negotiated price.

TENDER SPECIFICATIONS

Supply, Delivery, Installation, Configuration and Support for Enterprise Servers sharing a NAS/SAN Storage in a Two-Node High Availability cluster environment

1. Background

- Ehlanzeni District Municipality existing IT server infrastructure is approaching **end of life** and is increasingly unable to support the municipality's growing operational and business requirements. The ageing infrastructure presents limitations in terms of performance, capacity, scalability, availability, supportability and future growth.
- The municipality currently also utilises **Network Attached Storage (NAS)** for the storage of critical applications and data. The existing storage environment does not provide the required level of **redundancy, resilience, availability and data protection** to adequately support the municipality's business continuity and operational requirements.
- In response to these challenges, Ehlanzeni District Municipality has embarked on a **Data Centre Refurbishment Programme** aimed at modernising and strengthening its core ICT infrastructure. The programme includes the upgrade and renewal of the municipality's **core server, storage and network infrastructure** to provide a secure, resilient, scalable and fit-for-purpose environment capable of supporting current and future business requirements.
- The proposed infrastructure upgrade is intended to improve system availability, enhance performance and capacity, reduce infrastructure-related risks, strengthen resilience and provide a sustainable technology platform for the municipality's ongoing digital and service-delivery requirements.

2. PURPOSE OF THE TENDER

The purpose of this tender is to procure, supply, install, configure and commission **two identical enterprise-class rack servers and resilient shared NAS/SAN storage** to provide a reliable, scalable and highly available ICT infrastructure platform for the municipality.

The solution shall support the municipality's **business applications, databases, file and data services, management information systems and other critical workloads** through a **two-node Microsoft Hyper-V high-availability cluster**.

The proposed solution shall provide:

- Two matched enterprise-class physical servers configured as a **two-node high-availability cluster**;
- Enterprise shared NAS/SAN storage accessible by both cluster nodes to support virtual machines and critical workloads over redundant 25GbE.
- High-speed and resilient network connectivity between the servers, storage and municipality network;
- **2 x Intel Xenon CPU (32 cores)** providing Sufficient processing, **256 GB DDR5 RDIMM memory** and minimum 48TB 25Gb iSCSi storage capacity to support the municipality's current workloads and provide reasonable capacity for future growth;
- Redundancy and resilience to minimise service interruption resulting from server, storage, network or component failures;
- The ability to perform planned maintenance on one server while maintaining availability of critical workloads on the remaining cluster node, where supported by the configured solution;

- Installing and configuring the new Windows Datacentre in the new Hyper V environment and migrating existing vm's to the new environment as agreed with the Senior Manager IT.
- Integration with the municipality's existing ICT environment, including Microsoft Windows Server, Hyper-V, Active Directory, Microsoft 365, Exchange online, Sharepoint online and related infrastructure, where applicable;
- Appropriate backup, recovery and disaster-recovery configuration to the existing NAS and
- Complete installation, configuration, testing, documentation, knowledge transfer and handover of the implemented solution.
- Decommissioning of legacy systems
- Training and cross skilling the onsite resources

The overall objective is to establish a **secure, resilient, scalable and supportable server and storage platform with the migrated VM's** that improves the availability of the municipality's critical ICT services and provides an appropriate foundation for future infrastructure growth.

3. SERVER SPECIFICATIONS

Two different server brands are proposed under **Server Specification A** and **Server Specification B**. Bidders may propose an alternative brand as Server specification C, provided that the proposed bidder's equipment **fully complies with or exceeds all the minimum technical specifications and requirements** stipulated for the applicable server specification under Server specification A or server specification B. Failure to meet this requirement shall disqualify the bidder.

3.1 Server A specifications:

7DGDCTO1WW	Server ThinkSystem SR650 V4-3yr Base Warranty	
Feature Code	Description	Qty
C3QK	ThinkSystem SR650 V4 24x2.5" Chassis	1
C3JB	ThinkSystem General Computing - Power Efficiency	1
BVGL	Data Center Environment 30 Degree Celsius / 86 Degree Fahrenheit	1
C5RD	Intel Xeon 6515P 16C 150W 2.3GHz Processor	2
C3QR	ThinkSystem 2U V4 Performance Heatsink	2
BYTJ	ThinkSystem 32GB TruDDR5 6400MHz (2Rx8) RDIMM	8
5977	Select Storage devices - no configured RAID required	1
B8NY	ThinkSystem RAID 940-8i 4GB Flash PCIe Gen4 12Gb Adapter	1
CBVE	ThinkSystem 2.5" VA 480GB Read Intensive SATA 6Gb HS SSD SED	2
C3RT	ThinkSystem 2U V4 8x2.5" SAS/SATA Backplane	1
BN2T	ThinkSystem Broadcom 57414 10/25GbE SFP28 2-Port OCP Ethernet Adapter	1
C5FC	ThinkSystem Emulex LPe37102 32Gb 2-port SecureHBA PCIe	1

	Fibre Channel Adapter(Generic FW)	
BK1H	ThinkSystem Broadcom 57414 10/25GbE SFP28 2-port PCIe Ethernet Adapter	1
5053	SFP+ SR Transceiver	4
C3R4	ThinkSystem SR650/a V4 x8 Rear Riser Slot 3	1
C62D	ThinkSystem SR650/a V4 x16 Rear Direct Riser Slot 5	1
C4U0	ThinkSystem SR650/a V4 x16 Rear Direct Riser Slot 8	1
C2Y9	ThinkSystem 1300W 230V/115V Titanium CRPS Hot-Swap Power Supply v2.4	2
6400	2.8m, 13A/100-250V, C13 to C14 Jumper Cord	2
C3RD	ThinkSystem 2U 6056 20K Performance Fan Module	6
C2DH	ThinkSystem Toolless Slide Rail Kit V4	1
BQQ2	ThinkSystem 2U V3 EIA Latch Standard	1
ASR9	Lenovo 10m LC-LC OM3 MMF Cable	6
BPKR	TPM 2.0	1
C3K9	XClarity Platinum Upgrade v3	1
C4S2	ThinkSystem SR650 V4 Processor Board	1
CB2P	SR650 V4 Laser service indicator	1
B0ML	Feature Enable TPM on MB	1
AVEN	ThinkSystem 1x1 2.5" HDD Filler	6
C3RM	ThinkSystem 2U Air duct Filler for 1P	2
BPP5	OCP3.0 Filler with screw	1
AVEQ	ThinkSystem 8x1 2.5" HDD Filler	2
C3RN	ThinkSystem 2U Main Air Duct	1
C3RJ	ThinkSystem 2U 2LP Riser Cage Filler	2
AUNP	ThinkSystem RAID 930/940 SuperCap	1
C7Y8	ThinkSystem SR650 V4 System I/O Board	1
C26Y	ThinkSystem V4 CPU HS Clip	2
C3S5	ThinkSystem 2U V4 3FH Riser Cage	2
BU1E	Lenovo Top Choice Express Flag	1
C3R0	ThinkSystem Power Cable, 2x6+12 P-2x3+6 P, 250 mm	1
C3QX	ThinkSystem G4 SAS Cable, SLX8-SLX8, 900mm	1
C21H	ThinkSystem Supercap Cable, 1X9 receptacle to 2X4 microfit receptacle, 380mm	1
CA50	MI-RS03, PCIe10/ PWR10	1

7S0XCTO8WW	software1 XClarity Controller Prem-FOD	2
Feature Code	Description	Qty
SCY0	Lenovo XClarity XCC3 premier - FOD	1
5374CM1	software2 Configuration Instruction	2
7S0XCTO6WW	software3 XClarity One	2
Feature Code	Description	Qty
SCJD	XClarity One - Standard, Per Endpoint w/3 Yr SW S&S	1
7Q01CTSAWW	Service CTO SERVER KEEP YOUR DRIVE ADD-ON	2
7Q01CTS4WW	Service CTO SERVER PREMIER 24X7 4HR RESP ONSITE	2

The bidder must provide a price for the above-mentioned Server under **Section 9.1** and shall include, under **Section 9.8 – “OTHER”**, any additional items, components, accessories, licences, services or requirements not specifically listed in the specifications but necessary to deliver a **complete, fully functional and comprehensive solution** that meets the municipality’s business and technical requirements.

3.2 Server B specifications:

Full Dell component breakdown — PowerEdge R760 server

Part No.	Description	Qty
EMEA_R760	PowerEdge R760 — Full Configuration (server)	1
210-BDZY	PowerEdge R760 Server	1
461-AAIG	Trusted Platform Module 2.0 V6	1
404-BBEJ	2.5-inch Chassis, up to 16 SAS/SATA Drives, Smart Flow, Front PERC 11	1
338-CPBZ	Intel Xeon Silver 4514Y 2G, 16C/32T, 30M Cache, Turbo, HT (150W) DDR5-4400	2
412-ABCN	Heatsink for 2 CPU configuration (≤165W)	1
370-BCCZ	64GB RDIMM, 6400MT/s, Dual Rank	4
780-BCDN	RAID 1 (boot)	1
405-AAZB	PERC H755 SAS Front	1
400-AXSW	960GB SSD SATA Read Intensive 6Gbps 512e 2.5-inch Hot-plug, 1 DWPD	2
750-ADGJ	Very High Performance Fan x6	1
450-AKKS	Dual Hot-Plug PSU, 1100W Titanium, Redundant (1+1)	1
330-BBXY	Riser Config 2, 2x8 FH (Gen4), 4x8 FH (Gen5), 2x16 LP (Gen4)	1
540-BCOC	Broadcom 57414 Dual Port 10/25GbE SFP28, OCP NIC 3.0	1
540-BDKD	Broadcom 5720 Dual Port 1GbE LOM	1
540-BDGV	Broadcom 57414 Dual Port 10/25GbE SFP28 Adapter, PCIe Low Profile	1
407-BCGJ	SFP28 SR Optic, 25GbE, 85C	4
528-CTIC	iDRAC9, Enterprise 16G	1

Part No.	Description	Qty
770-BDZP	ReadyRails Sliding Rails (no CMA)	1
325-BEVI	PowerEdge 2U Standard Bezel	1
709-BBIM	Basic Next Business Day, 36 Months (base)	1
199-BONO	ProSupport with 4-Hour Onsite Service, 36 Months	1

The bidder must provide a price for the above-mentioned Server under **Section 9.1** and shall include, under **Section 9.8 – “OTHER”**, any additional items, components, accessories, licences, services or requirements not specifically listed in the specifications but necessary to deliver a **complete, fully functional and comprehensive solution** that meets the municipality’s business and technical requirements.

3.3 Server C specifications :

Alternative brand if necessary but meet or exceed the technical specifications provided under 3.1 or 3.2.

The bidder must also provide a price for the above-mentioned Server under **Section 9.1** and shall include, under **Section 9.8 – “OTHER”**, any additional items, components, accessories, licences, services or requirements not specifically listed in the specifications but necessary to deliver a **complete, fully functional and comprehensive solution** that meets the municipality’s business and technical requirements.

4. STORAGE SPECIFICATIONS (NAS/ SAN):

4.1 SAN storage A specifications:

POWERSHIELD_ME5212	PowerVault ME5212 — SAN storage array	1
210-BPQN	PowerVault ME5212	1
403-BDPG	25Gb iSCSI 8-Port Dual Controller, ME52xx 2U	1
161-BCPP	4TB Hard Drive SAS ISE 12Gbps 7.2K 512n 3.5-inch Hot-Plug	12
450-ALXL	Power Supply, 580W, Redundant	1
470-ACEW	Dell Networking Cable, SFP28 to SFP28, 25GbE Passive Copper DAC, 5m	2
450-AAGE	Power Cord — C13, 1.8M, 220V, 10A (South Africa)	2
770-BECR	Rack Rails 2U	1
325-BDDO	ME Series 2U Bezel	1
709-BDHI	Parts Only Warranty, 36 Months	1
199-BPPZ	ProSupport with 4-Hour Onsite Service, 36 Months	1
470-AEWD	OM4 LC/LC Fibre Cable, 10 Meter, Customer Kit	2

The bidder must provide a price for the above-mentioned Storage device under **Section 9.2.1** and shall include, under **Section 9.8 – “OTHER”**, any additional items, components, accessories, licences, services or requirements not specifically listed in the specifications but necessary to deliver a **complete, fully functional and comprehensive solution** that meets the municipality's business and technical requirements.

4.2 SAN storage B specifications:

Synology UC3200 enterprise dual-controller IP SAN

- 2 × active-active storage controllers with automatic failover
- Minimum 12 hot swappable bays expandable to 36 bays without replacing the complete storage platform
- Enterprise-grade dual-port SAS HDDs, 3x16 TB upgradeable to 100TB or more.
- RAID 6 recommended for production data; RAID 10 where workload performance is needed
- 1 global hot-spare drive
- 2 × independent controllers, operating active-active
- 64 GB ECC memory per controller
- 25GbE per controller, using supported 25GbE NICs
- Dual-path connectivity from each of the two enterprise servers
- Dual-path iSCSI + MPIO to each server
- Dual hot-swappable redundant PSUs
- Snapshots and replication and Hyper V virtualisation required
- SNMP and centralised monitoring/alerting
- Minimum 5 years warranty
- Support for additional SAS expansion chassis

The bidder must provide a price for the above-mentioned Storage device under **Section 9.2.2** and shall include, under **Section 9.8 – “OTHER”**, any additional items, components, accessories, licences, services or requirements not specifically listed in the specifications but necessary to deliver a **complete, fully functional and comprehensive solution** that meets the municipality’s business and technical requirements.

4.3 SAN storage C specifications:

Alternative brand if necessary but meet or exceed the technical specifications provided under 4.1 or 4.2.

The bidder must also provide a price for the above-mentioned Storage under **Section 9.2.3** and shall include, under **Section 9.8 – “OTHER”**, any additional items, components, accessories, licences, services or requirements not specifically listed in the specifications but necessary to deliver a **complete, fully functional and comprehensive solution** that meets the municipality’s business and technical requirements.

5. HYPER-V / WINDOWS SERVER SOFTWARE AND LICENSING REQUIREMENTS:

Part No.	Description	Qty
634-CVFS	Windows Server 2025 Datacenter, 16-core, Unlimited VMs, No CALs, Multi-Language	1
634-CVFX	Windows Server 2025 Datacenter, Additional Licence, 16-core	1
528-DHTX	Windows Server 2025 Datacenter, 16-core, DF Recovery Image	1

Item	Provided
Hypervisor	Microsoft Hyper-V role on Windows Server 2025 Datacenter.
Windows Server Datacenter	Windows Server 2025 Datacenter — 32 cores licensed (16-core base + 16-core additional) to match 2 × 16-core CPUs; unlimited VMs; no CALs; Datacenter recovery image included.
Management	Management software for server and SAN management and monitoring.
Firmware / support	Firmware and management utilities included for the warranty / support period.
Additional licences	Microsoft user CALs and any application licensing to be confirmed separately; no hidden hardware-licensing costs in this configuration.

6. PROFESSIONAL SERVICES:

- Deliver and inspect all equipment.
- Rack and cable for the server, NAS/ SAN and software in the designated server room.
- Update BIOS, firmware, drivers and all firmware to approved stable versions.
- Configure server RAID for the OS boot volume, BIOS/UEFI, Secure Boot and hardware-management settings.
- Configure the NAS/ SAN — controllers, disk groups / ADAPT pool, volumes and 25GbE iSCSI targets.
- Configure redundant iSCSI networking and multipath I/O (MPIO) between the servers and the SAN.
- Install and configure the hypervisor (licensing supplied separately be included in this bid) and present NAS / SAN volumes to the server.
- Configure 25GbE interfaces, VLANs, MTU and NIC teaming / bonding per the industry standard network design.
- Validate NAS/ SAN connectivity, volume presentation, multipath and controller / path failover.
- Verify server boot RAID and NAS/ SAN RAID / ADAPT, raw and usable capacity, disk health and hot-swap functionality.
- Perform hardware diagnostics and burn-in / health testing.
- Conduct agreed failover and recovery tests.
- Provide as-built documentation, IP / interface schedule, firmware versions, serial numbers and configuration records.
- Provide administrator handover and knowledge transfer by the successful bidder

The bidder appointed to perform the work shall provide dedicated project management and support personnel requested in this bid, for the deployment and migration from the current server software and systems onto the new server and NAS/SAN after setting and configuring the new Servers and Storage.

The following professional-services effort must be catered for and priced under the Bill of quantities:

Service	Description	Effort	Rate/hr	Total
Project management	Planning, scheduling, stakeholder coordination, risk and change management, progress reporting and handover governance across the full deployment and migration, delivered by the appointed bidder.	20 hours		
Supply, delivery, Installation, Configuration & Migration and support services	Supply, delivery, Installation and configuration of the new Datacentre 2025 on the new hyper V installation including the setup of the new NAS/SAN and Migration of the current server software and systems — operating systems, applications, databases, file/data services, roles and workloads — onto the new Servers and NAS/SAN including back up and restore as required, including assessment, execution, validation and cut-over and decommissioning of legacy systems, training and cross-skilling onsite resources	120 hours		
Total professional services	Combined project-management and support effort.	140 hours		

Service	Description	Effort	Rate/hr	Total

Project Management (20 hours)

- A dedicated project manager appointed as single point of contact for the engagement.
- Detailed project plan, schedule and milestones agreed with the customer.
- Stakeholder coordination and daily/weekly progress reporting.
- Risk, issue and change management throughout the project.
- Coordination of delivery, installation, configuration, migration, support and cut-over windows and related tasks.
- Final handover, sign-off and project close-out.

Configuration and Migration of Current Server Software / Systems (120 hours)

- Pre-migration assessment of the current server software, systems, roles and data.
- Migration plan with agreed maintenance windows and documented rollback procedures.
- Migration and installation of operating systems, applications, databases, vm's and file/data services onto the new hardware.
- Migration of virtual machines / workloads onto the new Hyper-V two-node cluster.
- Setup the backup and restore for replication and redundancy on the existing NAS.
- Data-integrity validation and post-migration testing.
- Setup of backup and restore systems to replicate from the new NAS/SAN to the existing NAS.
- Decommissioning of legacy systems and IT equipment, systems and services.
- Cut-over, user acceptance and decommissioning of the legacy systems.
- Training and cross skilling on site resources.

7. Warranty and Support

Requirement	Provided
Warranty / support term	Support with 4-Hour Onsite Service — 36 months (3 years) on both the server and the NAS/ SAN.
On-site support	4-Hour Onsite mission-critical response in South Africa with OEM escalation.
Critical hardware	4-Hour Onsite response included (exceeds next-business-day minimum).
Spares	Genuine OEM replacement parts and local support capability.
Remote support	Secure remote support subject to customer approval and security policy
Firmware	Supported firmware / driver updates during the warranty / support period.
Support centre	South African support contact and escalation procedure.

8. DOCUMENTATION AND HANDOVER

- OEM datasheets for the server, NAS/ SAN, CPU, SSD, RAID controller and NIC models.
- Detailed Bill of Materials with exact manufacturer part numbers (Annexure A).
- Storage schedule showing disk model, quantity, raw capacity, RAID / ADAPT level, usable capacity and remaining bays.

- NAS/ SAN configuration document (controllers, disk groups / ADAPT pool, volumes, iSCSI targets and MPIO).
- Network and storage connection schedule.
- Rack elevation and cabling schedule.
- BIOS / firmware baseline.
- Virtualisation configuration document.
- Baseline windows server and hyper-v document.
- Warranty certificates and support contacts.
- Installation, commissioning, test and acceptance reports.
- Administrator quick-reference guide.

9. BILL OF QUANTITIES

Schedule of items and quantities for the server, NAS/ SAN, Software and professional services:

Item	Description	Qty	Unit Price	Total Price
9.1	(2U rack mounted) Enterprise servers — fully configured as per either Server A specifications or Server B specifications or Server C specification under Section 3 - whichever is cheaper and meets all the requirements.	2		
9.2	SAN — dual-controller 25Gb iSCSI, SAS (raw), redundant PSU			
9.2.1	PowerVault ME5212 — SAN storage array	1		
9.2.2	Synology UC3200 enterprise dual-controller IP SAN	1		
9.2.3	Bidder's alternative:	1		
9.3	OM4 LC/LC fibre cable, 10 m	2		
9.4	Windows Server 2025 Datacenter pre-licensed (32 cores, unlimited VMs, no CALs); Hyper-V ready and under Section 8	1		
9.5	Other licensing software as required under Section 8 for a comprehensive solution	1		
9.6	Project management of the deployment by the appointed bidder — see Section 6	20 hours		
9.7	Supply, Delivery, Installation, Configuration, Support of the Servers and NAS including the software under this bid and the migration from current servers software/systems onto the new Servers and NAS/SAN and all related configuration including security configurations ie hardening and optimisation and decommissioning of the legacy systems, training and crossskilling of onsite personnel — see Section 6	120 hours		
9.8	OTHER: (include other items and the appropriate costing to ensure that the desired business purpose is met)			
9.8.1				
9.8.2				
9.8.3				

Item	Description	Qty	Unit Price	Total Price
9.8.4				
9.8.5				
9.8.6				
9.8.7				
9.8.8				
9.8.9				
9.8.10				
9.8.11				
9.8.12				
9.8.13				
Total Excl. VAT				
VAT 15%				
Total Including VAT				

The above table must be completed in full and any non-completion or mistakes on any of the items can lead to disqualification.

Additionally, a complete detailed breakdown of each of the above items with their applicable costs must be included in this bid to enable the municipality to evaluate the proposed solution and make a final decision in accordance with its available budget.

10. ACCEPTANCE CRITERIA

- Servers and NAS/ SAN delivered with the approved BOM and serial numbers matching the award.
- All specifications verified against OEM documentation.
- CPU and memory installed as specified.
- Boot SSD RAID 1 operational and validated.
- SAN populated with raw, and usable; RAID / ADAPT configuration, disk health, raw and usable capacity verified.
- 25GbE iSCSI connectivity, volume presentation and multipath (MPIO) operational and tested.
- NAS/ SAN controller and path failover tested; server-level clustering applicable only if a second node is added.

- Management controller and Management software accessible, and hardware health reported as normal.
- Hyper-V / Windows Server 2025 Datacenter installed and licensed; SAN volumes presented and validated.
- Network connectivity, VLANs and MTU tested.
- Documentation and administrator handover completed.
- Migration of the current server software and systems to the new hardware completed and validated; workloads operational on the new platform.
- Project management deliverables completed, with final sign-off and close-out.
- Defects identified during commissioning resolved before final acceptance.

11. FUNCTIONALITY EVALUATION

No.	Description	Points Allocation	Points Awarded
11.1	Company Portfolio (Profile): Authorised Vendor partner / Authorised Reseller / Value-added partner for 3 years or more (proof: certificate or vendor letter) for the brand of server and storage provided. • Server vendor partner (5 points) • Storage vendor partner (5 points) Microsoft Partner Accreditation for 3 years or more (proof: certificate or vendor letter). • Microsoft Solutions Partner for Infrastructure (Azure) (10 points) ISO/IEC 27001 information-security management certification (proof: valid certificate) • ISO/IEC 27001 certified (10 points)	30	
11.2	Company Experience: Bidder references: submit appointment letters with reference letters from THREE PREVIOUS CLIENTS at a similar-sized organisation where supply, delivery, installation, configuration and support of enterprise servers was performed. 5 points per certified reference letter and 5 points per certified appointment letter per client = 30 points. Three clients = 30 points; Two clients = 20 points; One client = 10 points. Note: Contact details of clients must be provided for verification.	30	
		5	

No.	Description	Points Allocation	Points Awarded
11.3	Project plan : Detailed project plan, schedule and milestones (5 points)		
11.4	Project Resources: Provide CVs of key personnel working on this project including certified copies of academic qualifications Project manager: 5+ years experience with appropriate qualifications and certifications in implementing similar projects in rolling out ie. Project management, Server infrastructure, Network infrastructure, virtualization, storage, cloud, Active Directory and Hyper-V in a hybrid cloud environment (10 points). Microsoft Certified Server/ Windows / Hyper v / Cloud Engineer: 5+ years implementing Windows Server, Active Directory and Hyper-V in a hybrid environment with appropriate qualifications and certifications in Windows server cloud hybrid environment(10 points). Network Engineer: 5+ years enterprise LAN/WAN; experience with 10/25GbE networking; relevant IT/networking qualification; current recognised networking certification with appropriate qualifications and certifications in Network hybrid cloud Infrastructure. Experience in enterprise LAN/WAN experience, including 10GbE/25GbE networking, VLANs, MTU/jumbo frames and NIC teaming. (10 points). Storage Engineer: 5+ years in enterprise NAS/SAN storage platforms, Experience with RAID, iSCSI/FC, storage pools, LUNs, multipathing and storage availability. (5 points)	35	
TOTAL POINTS FOR FUNCTIONALITY		100	

NB: Bidders are required to obtain at least 70 points out of 100 for functionality to qualify for further evaluation.

10. OTHER CONDITIONS:

The municipality reserves the right to award the bid in whole or in part, based on its requirements and in accordance with applicable procurement requirements.

A compulsory site visit to the municipality's Data Centre is required to enable bidders to familiarize themselves with the site, existing infrastructure and project requirements. Bidders are required to attend the site visit and sign the official site-visit register. Failure to attend and sign the register by the stipulated closing date and time may render the bid non-responsive.

The ONUS is on the bidder to do a compulsory onsite visit to ensure that the server and storage and all other accessories are comprehensively included under the Bill of quantities, under the section 9.8 under OTHER, along with appropriate costs to provide the desired solution.

The bidder shall be responsible for ensuring that all information submitted regarding its company profile, qualifications, certifications and relevant experience is **accurate, complete and verifiable**.

Should any information provided be found to be incorrect, misleading or materially misrepresented, the District reserves the right to require the bidder, at its own cost, to appoint a suitably qualified third-party service provider to complete the affected work.

Where the bidder fails to remedy the matter within a period determined by the District, the District may appoint an appropriately qualified service provider to complete the outstanding work, with the **reasonable and verified costs incurred deducted from amounts due to the bidder, including the final invoice**, subject to the applicable contractual terms and procurement requirements.

Additional hours can be procured under this bid and bid shall be valid for a period of 3 years.

The successful bidder shall be responsible for providing **support and maintenance services** for all procured equipment and software for a minimum period of **three (3) years**, or for such longer period as stipulated in this bid.

All equipment, software licences, subscriptions, warranties and associated support agreements procured under this bid shall be **registered in the name of the municipality**. The municipality's **Senior Manager: IT** shall be designated as the primary contract and support contact for the duration of the contract. The successful bidder shall nominate an appropriate representative who may be designated as the **secondary contact person** for purposes of service coordination, support, maintenance and contract administration.

The municipality reserves the right, following the appointment of the successful bidder, to negotiate adjustments to the specifications, scope and configuration of the required solution, where necessary, to align the final solution with the available budget, provided that such adjustments are in accordance with applicable procurement requirements. **Accordingly, bidders must provide a detailed and transparent breakdown of all costs, including individual hardware, software, licensing, professional services, installation, configuration, migration and support costs, to enable the municipality to assess and negotiate specific components where required.**

11. PENALTIES

The following penalties may be applied where the appointed bidder fails to meet agreed contractual, technical, implementation or service-delivery requirements, subject to the applicable contract and procurement requirements. Penalties may be waived subject to motivation and approval from the Senior Manager IT.

11.1 Project Delay

Where a delay is attributable to the bidder and is not covered by an approved extension, the District may apply a delay penalty of 0.5% of the affected contract value per calendar week, subject to the maximum 25% of the contract value.

11.2 Failure to Meet Agreed Milestones

Failure to achieve agreed project milestones without an approved reason may result in a penalty of 0.5% of the affected contract value per calendar week, subject to the maximum 25% of the contract value.

11.3 Migration Failure

Where migration activities fail due to bidder error, inadequate planning or incorrect configuration, the bidder shall rectify the issue at its own cost and may be subject to a penalty of 0.5% of the affected contract value per calendar week, subject to the maximum 25% of the contract value.

11.4 Data Loss or Data Integrity Failure

Any data loss or material data-integrity issue attributable to the bidder's actions, negligence or failure to follow approved migration and backup procedures shall be rectified at the bidder's cost and may result in additional contractual penalties of 0.5% of the affected contract value per calendar week, subject to the maximum 75% of the contract value.

11.5 Failure to Meet Technical Specifications

Equipment or services that do not comply with the approved bid specification shall be replaced or corrected by the bidder at its own cost. Associated costs incurred by the District may be recovered in accordance with the contract with the additional penalty of 0.5% of the affected contract value per calendar week, subject to the maximum 25% of the contract value for the duration until the matter is rectified.

11.6 Failure to Provide Required Qualified Resources

Failure to provide the approved project manager or suitably qualified technical resources for agreed activities may result in a penalty and replacement of the resource at the bidder's cost. A penalty of 5% of the affected contract value per calendar week, subject to the maximum 75% of the contract value may be instituted until the matter is rectified.

11.7 Failure to Complete Handover and Documentation

Failure to provide required as-built documentation, configuration records, test results, knowledge transfer and handover deliverables may delay final acceptance and payment and may result in a contractual penalty of 0.5% of the affected contract value per calendar week, subject to the maximum 25% of the contract value.

11.8 Unresolved Defects at Handover

Critical defects attributable to the bidder that remain unresolved at final acceptance shall be rectified at the bidder's cost and may result in withholding of the affected payment until the acceptance criteria are met. An additional penalty of 1% of the affected contract value per calendar week, subject to the maximum 25% of the contract value shall be instituted.

11.9 Support Response Failure

Failure to meet the agreed 4-hour onsite mission-critical support response requirement may result in a penalty in accordance with the agreed SLA.

11.10 Incorrect or Misrepresented Bid Information

Where submitted company, qualification, certification or experience information is found to be materially incorrect or misleading, the remedies specified under Section 10 of this bid, including recovery of reasonable verified costs, may apply.

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²) :.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity Numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.....

¹MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of 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);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?..... **YES / NO**

3.10.1 If yes, furnish particulars.

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?..... **YES / NO**

3.11.1 If yes, furnish particulars

.....

.....

3.12 Are any of the company's directors, trustees, managers, Principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

.....

.....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

.....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

- 1.1** The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2** The applicable preference point system for this tender is the **80/20** preference point system.
- 1.3** Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.
- 1.4** The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5** Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6** Ehlanzeni District Municipality reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Ehlanzeni District Municipality.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% black person or people owned enterprise	N/A	5,00	N/A	
More than 30% woman or women shareholding or owned enterprise	N/A	2,00	N/A	
more than 30% youth shareholding or owned enterprise	N/A	2,00	N/A	
More than 30% people living with disability shareholding or owned enterprise	N/A	2,00	N/A	
More than 30% military veteran's shareholding or owned enterprise	N/A	2,00	N/A	
Enterprises regarded as *EMEs located within the Ehlanzeni District Municipality area of jurisdiction	N/A	2,00	N/A	
B-BBEE level 1 contribution	N/A	5,00	N/A	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....
.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities 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 rejected if that bidder, or any of its directors have:
- a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
- 5

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	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)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No

4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM 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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ 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).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a) take all reasonable steps to prevent such abuse;
 - b) reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c) cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD 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 (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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 consortium³ 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.

³ 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.

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

AUTHORITY TO SIGN A BID

1. COMPANIES AND CLOSE CORPORATIONS

- a. If a Bidder is a **COMPANY**, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid
- b. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY / MEMBERS OF THE CC

Date Resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated Authorized Signatory			
Capacity			
Specimen Signature			
Full name and surname of ALL Director(s) / Member (s)			
Is a CERTIFIED COPY of the resolution attached?	YES		NO
SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

2. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)

I, _____, the undersigned, hereby confirm

that I am the sole owner of the business trading as _____

3. PARTNERSHIP

We, the undersigned partners in the business trading as _____

hereby authorize Mr/Ms _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Signature

SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES
--

This returnable schedule is to be completed by JOINT VENTURES

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr/Ms _____
 _____ authorized signatory of the Company/Close Corporation/Partnership (name)____
 _____, acting in the capacity of lead partner, to sign all documents in connection with
 the tender offer and any contract resulting from it on our behalf.

1. Name of firm (Lead partner)			
Address			
		Tel. No.	
Signature		Designation	

2. Name of firm			
Address			
		Tel. No.	
Signature		Designation	

3. Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

4. Name of firm			
Address			
		Tel. No.	
Signature		Designation	

NOTE: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture,

TAX CLEARANCE REQUIREMENTS**IT IS A CONDITION OF BIDDING THAT -**

1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. The attached form "Application for Tax Clearance Certificate (in respect of bidders)", must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the original and valid Tax Clearance Certificate may invalidate the bid.
2. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver's Office.

APPLICATION FOR TAX CLEARANCE CERTIFICATE (IN RESPECT OF BIDDERS)

1. Name of taxpayer / bidder:

2. Trade name:

3. Identification number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

4. Company / Close Corporation registration number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

5. Income tax reference number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

6. VAT registration number (if applicable):

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

7. PAYE employer's registration number (if applicable):

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Signature of contact person requiring Tax Clearance Certificate:

Name:

Telephone number: Code:..... Number:

Address:

.....

.....

DATE: 2026 / 10 / _____

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

GENERAL CONDITIONS OF CONTRACT**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

The following terms shall be interpreted as indicated:

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

- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

- 7.1 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.
- 7.2 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 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 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, insufficient 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 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 fulfilment 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 contract 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 cancelling 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.

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 fulfil 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.