

NRWDI

NATIONAL RADIOACTIVE WASTE
DISPOSAL INSTITUTE



Request for Proposal (RFP):

**APPOINTMENT OF A SUPPLIER TO SUPPLY
AND DELIVER A NRWDI SECURED DOMAIN
NETWORK – SERVER MANAGEMENT CONSOLE
AND ACCESSORIES**

*Private Bag X1
Pretoria
0001
Gauteng Province
South Africa.*



NATIONAL RADIOACTIVE WASTE DISPOSAL
INSTITUTE

NRWDI/ICT/3 – 2023/24

INVITATION TO BID
BID NUMBER: NRWDI/ICT/3 – 2023/24

CLOSING DATE: **08 MARCH 2024**

CLOSING TIME: **11h00**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL
RADIOACTIVE WASTE DISPOSAL INSTITUTE**

BID DESCRIPTION:	APPOINTMENT OF A SUPPLIER TO SUPPLY AND DELIVER A NRWDI SECURED DOMIAN NETWORK – SERVER MANAGEMENT CONSOLE AND ACCESSORIES
BID NUMBER	NRWDI/ICT/3 – 2023/24
DATE ISSUED	16 FEBRUARY 2024
CLOSING DATE & TIME	08 MARCH 2024 @ 11 AM
BRIEFING SESSION	NO BRIEFING SESSION

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Annexure	Topic
A	SBD Forms
B	Special Conditions of Contract
C	General Conditions of Contract

1. INTRODUCTION

The National Radioactive Waste Disposal Institute (NRWDI) is required to build its own, dedicated secured active directory network and all necessary infrastructure to support all computing IT services and needs.

NRWDI's Active Directory Network Design is a hybrid cloud, a mixed computing environment where applications are run using a combination of computing, storage, and services in different environments—public clouds and private clouds, including on-premises data centres (Head Office and Vaalputs).

2. PURPOSE

Procurement of a NRWDI's secured domain network – server management console and accessories.

3. DESCRIPTION

Appointment of a supplier to supply and deliver a NRWDI secured domain network – server management console and accessories

4. SCOPE OF WORK/SPECIFICATION

4.1 Scope of Work:

The successful bidder shall supply and deliver the following Server Management Console and Accessories hardware, networking products to the satisfaction of NRWDI.

Server and Network Cabinet Components (Power, Screen and Mounting)			
Category	Name	Description	Qty
Server Cabinet Components	HPE G2 Basic Modular 7.3kVA/60309 3-wire 32A/230V Outlets (6) C19/1U R 2 269.37 R 2 269.37 Horizontal INTL PDU	Rack Power Module Kit	10
Server Cabinet Components	HP 12ft Qty 8 KVM CAT5 Cable	Cables	2
Server Cabinet Components	HP KVM Console USB Interface Adapter	Server Switch	10
Server Cabinet Components	HP LCD8500 1U INTL Rackmount Console Kit	Server Screen	4
Server Cabinet Components	HP 0x1x8 G3 KVM Console Switch	Console Switch	4
Server Cabinet Components	HPE C19 – SABS-164 ZA 250V 16Amp 3.6m Power Cord	Server Cabinet Power Cords	8
Server Cabinet Components	HP 1U 10-pack Black Universal Filler Panel	Cabinet Panel	4
Server Cabinet Components	HP 2U Small Form Factor Easy Install Rail Kit	Cabinet Rail Kit	2
Server Cabinet Components	HPE X410 1U Universal 4-post Rackmount Kit	Cabinet Mounting Kit	13
Server Upgrades Accessories (For HPE DL20)			

Category	Name	Description	Qty
Server Component	HP 12W Enhanced Storage cell Battery MCFP12 Module 876847-001 / 881086-210 For - HPE ProLiant DL20 Gen10 (Serial Number - CZ202000LCX/ CZ20200L7R)	Battery Module for HPE DL20 Server	2
Server Component	HPE 500W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit [865408-B21] For - HPE ProLiant DL20 Gen10 (Serial Numbers - CZ202000LCX/ CZ20200L7R)	Power Supply Module for HP DL20 Server	2
Server Component	HPE 32GB (1x32GB) Dual Rank x4 DDR4-2666 CAS-19-19-19 Registered Smart Memory Kit For - HPE ProLiant DL385 Gen 10 – (Serial Number - CZ38170DMJ)	Memory Module for HP DL20 Server	8
Server Component	HPE 32GB (1 x 32GB) Dual Rank x4 DDR4-2666 CAS-19-19-19 Registered Smart Memory Kit (File Server/Hyper-V Server) For - HPE ProLiant DL380 Gen10 – (Serial Number - CZ201908R6)	Memory Module for HP DL20 Server	8
Server Component	HPE 1.2TB SAS 12G Enterprise 10K SFF (2.5in) SC 3yr Wty Digitally Signed Firmware HDD	Hard Drive for HP DL20 Server	4
Backup Items	Backup Support and Tapes HPE LTO-5 Ultrium RW Non-Custom Labelled Library Pack 20 Cartridges with Cases	Backup tapes	1
Backup Items	Backup Support and Tapes Turtle LTO Ultrium Compatible Case (20 Capacity, Black)	Backup Tapes Case	1
Network Switch Accessories (Network Equipment's to connect network switches via Fibers)			
Category	Name	Description	Qty
Networking	HPE Aruba Switch (2930F 24G PoE+ 4SFP+)	Network Switch	5
Networking	HPE 3Year Proactive Care 24x7 SVC	Network Switch Support	5
Networking	Aruba 1G SFP LC LX 10km SMF Transceiver 1G SFP LC LX 10km SMF Transceiver for use in selected Aruba products. KU #J4859D	Network Switch Fiber Module	14
Networking	Aruba 10G SFP+ to SFP+ 3m	Network Switch	2

	Direct Attach Copper Cable SKU #J9283D	Cable	
Networking	Aruba USB-C to USB-C PC-to-Switch Cable	Network Switch Cable	1
Base Servers (New servers for Vaalputs)			
Category	Name	Description	Qty
Sever	DL385 Gen 10 Plus Server HPE ProLiant DL385 Gen10 4SFF Configure-to-order Server.	Base Server	2
Sever Components	1 x HPE DL385 Gen10 CTO Mod-X 24 Small Form Factor Server 1 x HPE DL385 Gen10 AMD EPYC - 7301 (2.2GHz/16-core/155-170W) FIO Processor Kit 1 x HPE DL385 Gen10 AMD EPYC - 7301 (2.2GHz/16-core/155-170W) Processor Kit 4x HPE 32GB (1x32GB) Dual Rank x4 DDR4-2666 CAS-19-19-19 Registered Smart Memory Kit 2 x HPE 600GB SAS 12G Enterprise 15K SFF (2.5in) SC 3yr Wty Digitally Signed Firmware HDD 2 x HPE 600GB SAS 12G Enterprise 10K SFF (2.5in) SC 3yr Wty Digitally Signed Firmware HDD 2 x HPE 900GB SA 12G Mission Critical 15K SFF BC 3 Year Warranty HDD 6 x HPE 1.2TB SAS 12G Enterprise 10K SFF (2.5in) SC 3yr Wty Digitally Signed Firmware HDD 8 x HPE 1.2TB SAS 12G Mission Critical 10K SFF (2.5in) SC 3yr Wty Digitally Signed Firmware HDD 1 x HPE DL38X Gen10 12Gb SAS Expander Card Kit with Cables 1 x HPE 96W Smart Storage Battery (up to 20 Devices) with 145mm Cable Kit 1 x HPE Smart Array P408i-a SR Gen10 (8 Internal Lanes/2GB Cache) 12G SAS Modular Controller 2 x HPE 500W Flex Slot Platinum Hot Plug Low Halogen		

	Power Supply Kit 1 x HP 2U Cable Management Arm for Easy Install Rail Kit 1 x HP 2U Small Form Factor Easy Install Rail Kit 1 x ClearOS 7 FIO Multilingual Software 1 x HPE iLO Advanced 1-server License with 3yr Support on iLO Licensed Features 1 x HPE OneView w/o iLO including 3yr 24x7 Support 1-server FIO LTU 1 x HPE DL380 Gen10 Support - HPE 3Y Proactive Care 24x7 SVC		
Server	HPE ProLiant DL380 Gen10 Plus Sever HPE ProLiant DL380 Gen10 4SFF Configure-to-order Server (Factory Integrated)	Base Server	1
Server Components	2 x HPE ProLiant DL380 Gen10 5118 2.3GHz 12-core 2P 64GB-R P408i-a 8SFF 2 x HPE 600GB SAS 12G Enterprise 15K SFF (2.5in) SC 3yr Wty Digitally Signed Firmware HDD 14 x HPE 1.2TB SAS 12G Enterprise 10K SFF (2.5in) SC 3yr Wty Digitally Signed Firmware HDD 4 x HPE 32GB (1x32GB) Dual Rank x4 DDR4-2666 CAS-19-19-19 Registered Smart Memory Kit 2 x HPE 500W FS Plat Ht Plg LH Pwr Suply ki Factory Integrated 3 x HPE DL38x 8SFF SAS/SATA TM Cbl Kit Factory Integrated 3 x HPE DL38X Gen10 4LFF Midplane SAS/SATA HDD Kit Factory Integrated 2 x HPE MR416i-p Gen 10+ Controller Factory Integrated 1 x HPE 96 W Smart Storage Battery 145mm Cbl 1 x HPE 96 W Smart Storage Battery 145mm Cbl Factory Integrated 1 x BCM 5719 1GB 4p BASE-T OCP Adptr 1 x BCM 5719 1GB 4p BASE-T OCP Adptr Factory Integrated		

	<p>1 x ClearOS 7 FIO Multilingual Software</p> <p>1 x HPE iLO Advanced 1-server License with 3yr Support on iLO Licensed Features</p> <p>1 x HPE OneView w/o iLO including 3yr 24x7 Support 1-server FIO LTU</p>		
Server	<p>HPE ProLiant DL20 Gen10 Plus Server</p> <p>HPE ProLiant DL20 Gen10 4SFF Configure-to-order Server.</p>	Base Server	3
Server Components	<p>1 x HPE DL20 Gen10 Intel Xeon E-2236 (3.6GHz/4-core/71W) FIO Processor Kit</p> <p>4 x HPE 32GB (1x32GB) Dual Rank x4 DDR4-2666 CAS-19-19-19 Registered Smart Memory Kit</p> <p>2 x HPE 300GB SAS 12G Enterprise 15K SFF (2.5in) SC 3yr Wty Digitally Signed Firmware HDD</p> <p>1 x HPE DL20 Gen10 PCIe Low Profile Riser Kit</p> <p>1 x HPE Smart Array E208i-a SR Gen10 (8 Internal Lanes/No Cache) 12G SAS Modular LH Controller</p> <p>1 x HP RAID 1 Drive 1 FIO Setting</p> <p>2 x HPE 500W Flex Slot Platinum Hot Plug Low Halogen Power</p> <p>1 x ClearOS 7 FIO Multilingual Software</p> <p>1 x HPE iLO Advanced 1-server License with 3yr Support on iLO Licensed Features</p> <p>1 x HPE OneView w/o iLO including 3yr 24x7 Support 1-server FIO LTU</p> <p>1 x HPE DL20 Gen10 RPS Enablement FIO Kit</p> <p>1 x HPE 1U Short Friction Rail Kit</p> <p>1 x HPE ProLiant DL20 Gen 10 Support HPE 3Y Proactive</p>		

5. PRICING / COSTING

Server and Network Cabinet Components (Power, Screen and Mounting)					
Category	Name	Description	Qty	Unit Price	Total Price
Server Cabinet Components	HPE G2 Basic Modular 7.3kVA/60309 3-wire 32A/230V Outlets (6) C19/1U R 2 269.37 R 2 269.37 Horizontal INTL PDU	Rack Power Module Kit	10	R	R
Server Cabinet Components	HP 12ft Qty 8 KVM CAT5 Cable	Cables	2	R	R
Server Cabinet Components	HP KVM Console USB Interface Adapter	Server Switch	10	R	R
Server Cabinet Components	HP LCD8500 1U INTL Rackmount Console Kit	Server Screen	4	R	R
Server Cabinet Components	HP 0x1x8 G3 KVM Console Switch	Console Switch	4	R	R
Server Cabinet Components	HPE C19 – SABS-164 ZA 250V 16Amp 3.6m Power Cord	Server Cabinet Power Cords	8	R	R
Server Cabinet Components	HP 1U 10-pack Black Universal Filler Panel	Cabinet Panel	4	R	R
Server Cabinet Components	HP 2U Small Form Factor Easy Install Rail Kit	Cabinet Rail Kit	2	R	R
Server Cabinet Components	HPE X410 1U Universal 4-post Rackmount Kit	Cabinet Mounting Kit	13	R	R
Server Upgrades Accessories (For HPE DL20)					
Server Component	HP 12W Enhanced Storage cell Battery MCFP12 Module 876847-001 / 881086-210 For - HPE ProLiant DL20 Gen10 (Serial Number - CZ202000LCX/ CZ20200L7R)	Battery Module for HPE DL20 Server	2	R	R
Server Component	HPE 500W Flex Slot Platinum Hot Plug Low Halogen Power	Power Supply	2	R	R

	Supply Kit [865408-B21] For - HPE ProLiant DL20 Gen10 (Serial Numbers - CZ202000LCX/ CZ20200L7R)	Module for HP DL20 Server			
Server Component	HPE 32GB (1x32GB) Dual Rank x4 DDR4-2666 CAS-19-19-19 Registered Smart Memory Kit For - HPE ProLiant DL385 Gen 10 – (Serial Number - CZ38170DMJ)	Memory Module for HP DL20 Server	8	R	R
Server Component	HPE 32GB (1 x 32GB) Dual Rank x4 DDR4-2666 CAS-19-19-19 Registered Smart Memory Kit (File Server/Hyper-V Server) For - HPE ProLiant DL380 Gen10 – (Serial Number - CZ201908R6)	Memory Module for HP DL20 Server	8	R	R
Server Component	HPE 1.2TB SAS 12G Enterprise 10K SFF (2.5in) SC 3yr Wty Digitally Signed Firmware HDD	Hard Drive for HP DL20 Server	4	R	R
Backup Items	Backup Support and Tapes HPE LTO-5 Ultrium RW Non-Custom Labelled Library Pack 20 Cartridges with Cases	Backup tapes	1	R	R
Backup Items	Backup Support and Tapes Turtle LTO Ultrium Compatible Case (20 Capacity, Black)	Backup Tapes Case	1	R	R
Network Switch Accessories (Network Equipment's to connect network switches via Fibers)					
Networking	HPE Aruba Switch (2930F 24G PoE+ 4SFP+)	Network Switch	5	R	R
Networking	HPE 3Year Proactive Care 24x7 SVC	Network Switch Support	5	R	R
Networking	Aruba 1G SFP LC LX 10km SMF Transceiver	Network Switch Fiber	14		

	1G SFP LC LX 10km SMF Transceiver for use in selected Aruba products. KU #J4859D	Module		R	R
Networking	Aruba 10G SFP+ to SFP+ 3m Direct Attach Copper Cable SKU #J9283D	Network Switch Cable	2	R	R
Networking	Aruba USB-C to USB-C PC-to-Switch Cable	Network Switch Cable	1	R	R
Base Servers (New servers for Vaalputs)					
Sever	DL385 Gen 10 Plus Server HPE ProLiant DL385 Gen10 4SFF Configure-to-order Server.	Base Server	2	R	R
Sever Components	1 x HPE DL385 Gen10 CTO Mod-X 24 Small Form Factor Server 1 x HPE DL385 Gen10 AMD EPYC - 7301 (2.2GHz/16-core/155-170W) FIO Processor Kit 1 x HPE DL385 Gen10 AMD EPYC - 7301 (2.2GHz/16-core/155-170W) Processor Kit 4x HPE 32GB (1x32GB) Dual Rank x4 DDR4-2666 CAS-19-19-19 Registered Smart Memory Kit 2 x HPE 600GB SAS 12G Enterprise 15K SFF (2.5in) SC 3yr Wty Digitally Signed Firmware HDD 2 x HPE 600GB SAS 12G Enterprise 10K SFF (2.5in) SC 3yr Wty Digitally Signed Firmware HDD 2 x HPE 900GB SA 12G Mission Critical 15K SFF BC 3 Year Warranty HDD 6 x HPE 1.2TB SAS 12G Enterprise 10K SFF (2.5in) SC 3yr Wty Digitally Signed Firmware HDD 8 x HPE 1.2TB SAS 12G Mission Criticalo 10K SFF (2.5in) SC 3yr Wty Digitally Signed Firmware HDD 1 x HPE DL38X Gen10 12Gb				

	<p>SAS Expander Card Kit with Cables</p> <p>1 x HPE 96W Smart Storage Battery (up to 20 Devices) with 145mm Cable Kit</p> <p>1 x HPE Smart Array P408i-a SR Gen10 (8 Internal Lanes/2GB Cache) 12G SAS Modular Controller</p> <p>2 x HPE 500W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit</p> <p>1 x HP 2U Cable Management Arm for Easy Install Rail Kit</p> <p>1 x HP 2U Small Form Factor Easy Install Rail Kit</p> <p>1 x ClearOS 7 FIO Multilingual Software</p> <p>1 x HPE iLO Advanced 1-server License with 3yr Support on iLO Licensed Features</p> <p>1 x HPE OneView w/o iLO including 3yr 24x7 Support 1-server FIO LTU</p> <p>1 x HPE DL380 Gen10 Support - HPE 3Y Proactive Care 24x7 SVC</p>				
Server	<p>HPE ProLiant DL380 Gen10 Plus Sever</p> <p>HPE ProLiant DL380 Gen10 4SFF Configure-to-order Server (Factory Integrated)</p>	Base Server	1	R	R

Server
Components

2 x HPE ProLiant DL380
Gen10 5118 2.3GHz 12-core
2P 64GB-R P408i-a 8SFF
2 x HPE 600GB SAS 12G
Enterprise 15K SFF (2.5in) SC
3yr Wty Digitally Signed
Firmware HDD
14 x HPE 1.2TB SAS 12G
Enterprise 10K SFF (2.5in) SC
3yr Wty Digitally Signed
Firmware HDD
4 x HPE 32GB (1x32GB) Dual
Rank x4 DDR4-2666 CAS-19-
19-19 Registered Smart
Memory Kit
2 x HPE 500W FS Plat Ht Plg
LH Pwr Suply ki Factory
Integrated
3 x HPE DL38x 8SFF
SAS/SATA TM Cbl Kit Factory
Integrated
3 x HPE DL38X Gen10 4LFF
Midplane SAS/SATA HDD Kit
Factory Integrated
2 x HPE MR416i-p Gen 10+
Controller Factory Integrated
1 x HPE 96 W Smart Storage
Battery 145mm Cbl
1 x HPE 96 W Smart Storage
Battery 145mm Cbl Factory
Integrated
1 x BCM 5719 1GB 4p BASE-T
OCP Adptr
1 x BCM 5719 1GB 4p BASE-T
OCP Adptr Factory Integrated
1 x ClearOS 7 FIO Multilingual
Software
1 x HPE iLO Advanced 1-
server License with 3yr
Support on iLO Licensed
Features
1 x HPE OneView w/o iLO
including 3yr 24x7 Support 1-
server FIO LTU

Server	HPE ProLiant DL20 Gen10 Plus Server HPE ProLiant DL20 Gen10 4SFF Configure-to-order Server.	Base Server			
			3	R	R
Server Components	1 x HPE DL20 Gen10 Intel Xeon E-2236 (3.6GHz/4-core/71W) FIO Processor Kit 4 x HPE 32GB (1x32GB) Dual Rank x4 DDR4-2666 CAS-19-19-19 Registered Smart Memory Kit 2 x HPE 300GB SAS 12G Enterprise 15K SFF (2.5in) SC 3yr Wty Digitally Signed Firmware HDD 1 x HPE DL20 Gen10 PCIe Low Profile Riser Kit 1 x HPE Smart Array E208i-a SR Gen10 (8 Internal Lanes/No Cache) 12G SAS Modular LH Controller 1 x HP RAID 1 Drive 1 FIO Setting 2 x HPE 500W Flex Slot Platinum Hot Plug Low Halogen Power 1 x ClearOS 7 FIO Multilingual Software 1 x HPE iLO Advanced 1-server License with 3yr Support on iLO Licensed Features 1 x HPE OneView w/o iLO including 3yr 24x7 Support 1-server FIO LTU 1 x HPE DL20 Gen10 RPS Enablement FIO Kit 1 x HPE 1U Short Friction Rail Kit 1 x HPE ProLiant DL20 Gen 10 Support HPE 3Y Proactive				
Sub-total					
Value Added Tax (VAT)					
TOTAL					

Failure to bid according to the above pricing/costing structure will lead to disqualification of your bid.

6. EVALUATION CRITERIA

Received tender proposals will be evaluated as per the following phases:

- Phase 1: Mandatory Requirements
- Phase 2: Technical Evaluation Questionnaire
- Phase 3: Price and Specific goals

Phase 1: Mandatory Requirements

The following mandatory requirements will be applicable at the closing stage of the bid:

- Bid documents must respond to the terms of reference or bid according to the specification and pricing/costing structure (refer to page 4-14) of the bid.
- Bid documents must be deposited into the tender box before the closing date and time. Bids submitted after the closing date and time will not be considered for evaluation.
- All tenders must be submitted to the address indicated. Tender documents submitted to any other address or in any other format will not be considered for evaluation.
- Tender documents should not be sent to any NRWDI employee, it will not be considered for evaluation.

The following mandatory requirements will be at the awarding stage of the bid:

- Bidders must have a compliant tax status.
- Bidders must not appear or be listed on the Database of Restricted Suppliers and the register for Tender Defaulters from National Treasury.

Failure to comply with the above mandatory requirements will lead to the disqualification of your bid proposal.

Phase 2: Technical Evaluation Questionnaire

Bidders must provide acceptable answers to all questions in this tender document and where required, explicitly indicate with a “Yes” or “No”. Failure to comply with any of the requirements will lead to disqualification.

No.	MANDATORY REQUIREMENTS	Yes	No
1	Bidder has submitted a valid unexpired certificate of partnership or accreditation by the specific OEM vendor as a licensed reseller.		

2	Bidder has confirmed that all equipment will be on a 3-year warranty onsite next business day warranty.		
3	Bidder has submitted procedure or process flow for logging technical calls through their Helpdesk or the Service desk.		
4	Bidder has specified turn-around times for normal and emergency calls.		
5	Bidder has quoted for all the equipment required by NRWDI, as per the provided specification.		
6	Bidder must indicate the delivery timelines after receiving a purchase order, and committed to those delivery timelines by means of official stamp or signature of the bidder. Delivery time line must be within six month period from the date of receiving the purchase order.		
7	Bidder has submitted at least five contactable references from clients, in client letterheads and client stamps/signatures, where similar services/goods were delivered in the past 5 years.		
8	Bidder has submitted its up-to-date company profile including its operational website		

Phase 3 : Price and Specific Goals

The final stage of evaluation will be a Price and Specific goals, where the 80/20 system shall be applied.

THE 80/20 PREFERENCE POINT SYSTEM

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

80/20

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

A maximum of 20 points is allocated for specific goals on the following basis:

The specific goals allocated points in terms of this tender	Maximum number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprises owned by Black People: a) 12 points: 91% - 100% ownership by black people. b) 10 points: 75% - 90% ownership by black people. c) 8 points: 51% to 74% ownership by black people. d) 4 points for 50% and lower ownership by black people. e) 0 points for no ownership by black people.	12	
Enterprises owned by Women: a) 8 points: 91% - 100% ownership by women. b) 6 points: 75% - 90% ownership by women. c) 4 points: 51% to 74% ownership by women. d) 2 points for 50% and lower ownership by women. e) 0 points for no ownership by women.	8	

7. TERMS AND CONDITIONS

7.1 All costs and expenses incurred by the potential bidder relating to their bid will be borne by each respective bidder. NRWDI is not liable to pay such costs and expenses or to reimburse or compensate bidders in the process under any circumstances, including the rejection of any bid or the cancellation of this project.

7.2 NRWDI may require responsive bidders to present and discuss their bids in person.

7.3 NRWDI reserves the right to enter into negotiations with one or more bidders associated with this bid.

7.4 NRWDI reserves the right not to make any award from the bids submitted.

7.5 Bidders shall not issue any press release or other public announcement pertaining to details of their bid without the prior written approval of NRWDI.

- 7.6 Bidders are required to declare any conflict of interest they may have in the transaction for which the bid is submitted or any potential conflict of interest. It is important that bidders declare their conflict of interest through completion of relevant attached forms.
- 7.7 NRWDI reserves the right not to consider further any bid where such a conflict of interest exists or where such potential conflict of interest may arise.
- 7.8 Any and all evaluated bid documents shall become the property of NRWDI and shall not be returned.
- 7.9 The bid offers and proposals should be valid and open for acceptance by NRWDI for a period of 90 days from the date of submission.
- 7.10 Bidders are advised that submission of a proposal gives rise to no contractual obligations on the part of NRWDI.
- 7.11 NRWDI reserves the right not to award the bid to the bidder that scores the highest points.
- 7.12 In addition to adherence to the specific terms and conditions of bids, provided in this document, the bidder shall be bound by the provisions of the General Conditions of Contract attached hereto.
- 7.13 All returnable bid documents must be completed in full and submitted together with the bidder's proposal in particular the following documents:
- 7.13.1 Completed SBD1: Invitation to bid Part A and Part B
 - 7.13.2 Completed SBD 3.3: Pricing Schedule
 - 7.13.3 Completed SBD 4: Declaration of Interest
 - 7.13.4 Completed SBD 6.1: Preference Points claim form
- 7.14 The successful bidder will be subjected to supplier clearance process as prescribed by the National Treasury. This process includes, verification of supplier and its shareholders/directors/members' status on the list of defaulters and restricted suppliers.
- 7.15 After the successful bidder has received the purchase order, they must be able to deliver in full compliance to the specifications / Terms of Reference provided.
- 7.16 NRWDI undertakes to pay in full within thirty (30) days, all valid claims for work done to its satisfaction upon presentation of a substantiated claim/invoice.
- 7.17 Disputes that may arise between NRWDI and a bidder must be settled by means of mutual consultation, mediation (with or without legal representation) or, when unsuccessful, in a South African court of law.

Annexure A

(NRWDI)

SCM

Standard Bidding Documents

PART A - INVITATION TO BID

SBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL RADIOACTIVE WASTE DISPOSAL INSTITUTE

BID NUMBER:	NRWDI/ICT/3	CLOSING DATE:	08 MARCH 2024	CLOSING TIME:	11H00
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	2023/24				
DESCRIPTION	APPOINTMENT OF A SUPPLIER TO SUPPLY AND DELIVER A NRWDI SECURED DOMIAN NETWORK – SERVER MANAGEMENT CONSOLE AND ACCESSORIES				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7.1).					
BIDS DOCUMENT CAN BE SUBMITTED TO THE TENDER BOX AT NECSA GATE 3 R104 ELIAS MOTSOALEDI STREET (CHURCH STREET WEST EXT) PELINDABA; BRITS MAGISTERIAL DISTRICT, MADIBENG MUNICIPALITY NORTH WEST, 0240					
SUPPLIER INFORMATION					
NAME OF BIDDER					
ID NUMBER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
COMPANY REGISTRATION NUMBER					
TAX REFERENCE NUMBER					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
		NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			
DEPARTMENT/ PUBLIC ENTITY	NRWDI		
CONTACT PERSON	SHANDUKANI MOSES		
TELEPHONE NUMBER	012 305 6160		
E-MAIL ADDRESS	Moses.Shandukani@NRWDI.ORG.ZA		

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR 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 TAX COMPLIANCE STATUS (TCS) 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 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE 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.

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

Name of bidder.....	Bid number... NRWDI/ICT/3 – 2023/24
Closing Time 11:00	Closing date 08 March 2024

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

Server and Network Cabinet Components (Power, Screen and Mounting)					
Category	Name	Description	Qty	Unit Price	Total Price
Server Cabinet Components	HPE G2 Basic Modular 7.3kVA/60309 3-wire 32A/230V Outlets (6) C19/1U R 2 269.37 R 2 269.37 Horizontal INTL PDU	Rack Power Module Kit	10	R	R
Server Cabinet Components	HP 12ft Qty 8 KVM CAT5 Cable	Cables	2	R	R
Server Cabinet Components	HP KVM Console USB Interface Adapter	Server Switch	10	R	R
Server Cabinet Components	HP LCD8500 1U INTL Rackmount Console Kit	Server Screen	4	R	R
Server Cabinet Components	HP 0x1x8 G3 KVM Console Switch	Console Switch	4	R	R
Server Cabinet	HPE C19 – SABS- 164 ZA 250V 16Amp	Server Cabinet	8	R	R

Components	3.6m Power Cord	Power Cords			
Server Cabinet Components	HP 1U 10-pack Black Universal Filler Panel	Cabinet Panel	4	R	R
Server Cabinet Components	HP 2U Small Form Factor Easy Install Rail Kit	Cabinet Rail Kit	2	R	R
Server Cabinet Components	HPE X410 1U Universal 4-post Rackmount Kit	Cabinet Mounting Kit	13	R	R
Server Upgrades Accessories (For HPE DL20)					
Server Component	HP 12W Enhanced Storage cell Battery MCFP12 Module 876847-001 / 881086-210 For - HPE ProLiant DL20 Gen10 (Serial Number - CZ202000LCX/ CZ20200L7R)	Battery Module for HPE DL20 Server	2	R	R
Server Component	HPE 500W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit [865408-B21] For - HPE ProLiant DL20 Gen10 (Serial Numbers - CZ202000LCX/ CZ20200L7R)	Power Supply Module for HP DL20 Server	2	R	R
Server Component	HPE 32GB (1x32GB) Dual Rank x4 DDR4-2666 CAS-19-19-19 Registered Smart Memory Kit For - HPE ProLiant DL385 Gen 10 – (Serial Number - CZ38170DMJ)	Memory Module for HP DL20 Server	8	R	R
Server Component	HPE 32GB (1 x 32GB) Dual Rank x4 DDR4-2666 CAS-19-19-19 Registered	Memory Module for HP DL20 Server	8	R	R

	Smart Memory Kit (File Server/Hyper-V Server) For - HPE ProLiant DL380 Gen10 – (Serial Number - CZ201908R6)				
Server Component	HPE 1.2TB SAS 12G Enterprise 10K SFF (2.5in) SC 3yr Wty Digitally Signed Firmware HDD	Hard Drive for HP DL20 Server	4	R	R
Backup Items	Backup Support and Tapes HPE LTO-5 Ultrium RW Non-Custom Labelled Library Pack 20 Cartridges with Cases	Backup tapes	1	R	R
Backup Items	Backup Support and Tapes Turtle LTO Ultrium Compatible Case (20 Capacity, Black)	Backup Tapes Case	1	R	R
Network Switch Accessories (Network Equipment's to connect network switches via Fibers)					
Networking	HPE Aruba Switch (2930F 24G PoE+ 4SFP+)	Network Switch	5	R	R
Networking	HPE 3Year Proactive Care 24x7 SVC	Network Switch Support	5	R	R
Networking	Aruba 1G SFP LC LX 10km SMF Transceiver 1G SFP LC LX 10km SMF Transceiver for use in selected Aruba products. KU #J4859D	Network Switch Fiber Module	14	R	R
Networking	Aruba 10G SFP+ to SFP+ 3m Direct Attach Copper Cable	Network Switch Cable	2	R	R

	SKU #J9283D				
Networking	Aruba USB-C to USB-C PC-to-Switch Cable	Network Switch Cable	1	R	R
Base Servers (New servers for Vaalputs)					
Sever	DL385 Gen 10 Plus Server HPE ProLiant DL385 Gen10 4SFF Configure-to-order Server.	Base Server	2	R	R
Sever Components	1 x HPE DL385 Gen10 CTO Mod-X 24 Small Form Factor Server 1 x HPE DL385 Gen10 AMD EPYC - 7301 (2.2GHz/16-core/155-170W) FIO Processor Kit 1 x HPE DL385 Gen10 AMD EPYC - 7301 (2.2GHz/16-core/155-170W) Processor Kit 4x HPE 32GB (1x32GB) Dual Rank x4 DDR4-2666 CAS-19-19-19 Registered Smart Memory Kit 2 x HPE 600GB SAS 12G Enterprise 15K SFF (2.5in) SC 3yr Wty Digitally Signed Firmware HDD 2 x HPE 600GB SAS 12G Enterprise 10K SFF (2.5in) SC 3yr Wty Digitally Signed Firmware HDD 2 x HPE 900GB SA 12G Mission Critical 15K SFF BC 3 Year Warranty HDD 6 x HPE 1.2TB SAS 12G Enterprise 10K SFF (2.5in) SC 3yr Wty Digitally Signed Firmware HDD 8 x HPE 1.2TB SAS 12G Mission Critical 10K SFF (2.5in) SC				

	<p>3yr Wty Digitally Signed Firmware HDD 1 x HPE DL38X Gen10 12Gb SAS Expander Card Kit with Cables 1 x HPE 96W Smart Storage Battery (up to 20 Devices) with 145mm Cable Kit 1 x HPE Smart Array P408i-a SR Gen10 (8 Internal Lanes/2GB Cache) 12G SAS Modular Controller 2 x HPE 500W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit 1 x HP 2U Cable Management Arm for Easy Install Rail Kit 1 x HP 2U Small Form Factor Easy Install Rail Kit 1 x ClearOS 7 FIO Multilingual Software 1 x HPE iLO Advanced 1-server License with 3yr Support on iLO Licensed Features 1 x HPE OneView w/o iLO including 3yr 24x7 Support 1-server FIO LTU 1 x HPE DL380 Gen10 Support - HPE 3Y Proactive Care 24x7 SVC</p>				
Server	<p>HPE ProLiant DL380 Gen10 Plus Sever HPE ProLiant DL380 Gen10 4SFF Configure-to-order Server (Factory Integrated)</p>	Base Server	1	R	R
Server Components	<p>2 x HPE ProLiant DL380 Gen10 5118 2.3GHz 12-core 2P 64GB-R P408i-a 8SFF 2 x HPE 600GB SAS 12G Enterprise 15K SFF (2.5in) SC 3yr</p>				

Wty Digitally Signed
 Firmware HDD
 14 x HPE 1.2TB SAS
 12G Enterprise 10K
 SFF (2.5in) SC 3yr
 Wty Digitally Signed
 Firmware HDD
 4 x HPE 32GB
 (1x32GB) Dual Rank
 x4 DDR4-2666 CAS-
 19-19-19 Registered
 Smart Memory Kit
 2 x HPE 500W FS
 Plat Ht Plg LH Pwr
 Suply ki Factory
 Integrated
 3 x HPE DL38x 8SFF
 SAS/SATA TM Cbl
 Kit Factory Integrated
 3 x HPE DL38X
 Gen10 4LFF
 Midplane SAS/SATA
 HDD Kit Factory
 Integrated
 2 x HPE MR416i-p
 Gen 10+ Controller
 Factory Integrated
 1 x HPE 96 W Smart
 Storage Battery
 145mm Cbl
 1 x HPE 96 W Smart
 Storage Battery
 145mm Cbl Factory
 Integrated
 1 x BCM 5719 1GB
 4p BASE-T OCP
 Adptr
 1 x BCM 5719 1GB
 4p BASE-T OCP
 Adptr Factory
 Integrated
 1 x ClearOS 7 FIO
 Multilingual Software
 1 x HPE iLO
 Advanced 1-server
 License with 3yr
 Support on iLO
 Licensed Features
 1 x HPE OneView
 w/o iLO including 3yr
 24x7 Support 1-
 server FIO LTU

Server	HPE ProLiant DL20 Gen10 Plus Server HPE ProLiant DL20 Gen10 4SFF Configure-to-order	Base Server	3	R	R
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	Server.				
Server Components	1 x HPE DL20 Gen10 Intel Xeon E-2236 (3.6GHz/4-core/71W) FIO Processor Kit 4 x HPE 32GB (1x32GB) Dual Rank x4 DDR4-2666 CAS- 19-19-19 Registered Smart Memory Kit 2 x HPE 300GB SAS 12G Enterprise 15K SFF (2.5in) SC 3yr Wty Digitally Signed Firmware HDD 1 x HPE DL20 Gen10 PCIe Low Profile Riser Kit 1 x HPE Smart Array E208i-a SR Gen10 (8 Internal Lanes/No Cache) 12G SAS Modular LH Controller 1 x HP RAID 1 Drive 1 FIO Setting 2 x HPE 500W Flex Slot Platinum Hot Plug Low Halogen Power 1 x ClearOS 7 FIO Multilingual Software 1 x HPE iLO Advanced 1-server License with 3yr Support on iLO Licensed Features 1 x HPE OneView w/o iLO including 3yr 24x7 Support 1- server FIO LTU 1 x HPE DL20 Gen10 RPS Enablement FIO Kit 1 x HPE 1U Short Friction Rail Kit 1 x HPE ProLiant DL20 Gen 10 Support HPE 3Y Proactive				
Sub-total					R
Value Added Tax (VAT)					R
TOTAL					R

- Required by: National Radioactive Waste Disposal Institute

- At:

3rd Floor, X Building
NECSA, Pelindaba
R104, Elias Motsoaledi Street
Brits Magisterial District

- Brand and model

- Country of origin

- Does the offer comply with the specification(s)? *YES/NO

- If not to specification, indicate deviation(s)

- Period required for delivery
*Delivery: Firm/not firm

- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of institution	State

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

2.2.1 If so, furnish particulars:
.....
.....

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

2.3.1 If so, furnish particulars:
.....

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 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.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

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

SBD 6.1

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

2. DEFINITIONS

- (a) **“black people”** is a generic term which means Africans, Coloureds and Indians—
 - a) who are citizens of the Republic of South Africa by birth or descent; or
 - b) who became citizens of the Republic of South Africa by naturalisation—
 - i) before 27 April 1994; or
 - ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date;
- (b) **“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;
- (c) **“price”** means an amount of money tendered for goods or services, and includes all

- applicable taxes less all unconditional discounts;
- (d) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
 - (e) “**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
 - (f) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and
 - (g) “**women**” means a person of female gender who is a citizen of the Republic of South Africa.

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender.

For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

The specific goals allocated points in terms of this tender	Maximum number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<p>Enterprises owned by Black People:</p> <ul style="list-style-type: none"> c) 12 points: 91% - 100% ownership by black people. d) 10 points: 75% - 90% ownership by black people. c) 8 points: 51% to 74% ownership by black people. d) 4 points for 50% and lower ownership by black people. e) 0 points for no ownership by black people. 	12	
<p>Enterprises owned by Women:</p> <ul style="list-style-type: none"> b) 8 points: 91% - 100% ownership by women. b) 6 points: 75% - 90% ownership by women. c) 4 points: 51% to 74% ownership by women. d) 2 points for 50% and lower ownership by women. e) 0 points for no ownership by women. 	8	

- 4.3 Tenderers must submit documents as valid proof to substantiate points claimed for specific goals, that should include amongst others the Shareholder Certificate/CIPC Company Registration Documents, certified copies of ID for directors, certified copy of B-BBEE certificate/sworn affidavit, CSD report and/or any other documentation.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.4 Name of company/firm.....

4.5 Company registration number:

4.6 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]

4.7 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:

Annexure B

(NRWDI)

SCM

Special Conditions of Contract

Special Conditions of Contract

General Notes

The purpose of this Special Conditions of Contract (SCC) is to:

- (i) Draw special attention to certain special conditions applicable to Bids, Contracts, Agreements and Orders of NRWDI; and
- (ii) To ensure that all bidders are familiar with the special provisions, requirements and conditions that will be applicable in the undertaking of the project and which will form part of the contract documentation and of which due cognisance must be taken in the bidding process.

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 (GCC) also forms part of all bidding documents and must be read in conjunction with this Special Conditions of Contract.

Whenever there is a conflict between the GCC and the SCC, the provisions in the SCC shall prevail.

1.1. Bid Submission

1.1.1. Bidders must deposit bids into a tender box located at:

NECSA GATE 3

R104 ELIAS MOTSOLEDI STREET (CHURCH STREET WEST EXT)

PELINDABA; BRITS MAGISTERIAL DISTRICT, MADIBENG MUNICIPALITY

NORTH WEST, 0240

Closing Date: **08 March 2024**

Closing time: **11:00 am**

1.2. Validity of Bids

1.2.1. Bidders are required to submit bids valid for 90 days.

1.3. Two-stage Bidding

1.3.1. For this bid, a two-stage bidding procedure will be used, under which first technical submissions are evaluated. The price proposal will only be considered after the technical content has been confirmed as being competent and compliant.

1.3.2. Only suppliers who meet the minimum of 80% on desktop evaluation and 80% on demo-based evaluation, both under functionality evaluation will be considered for further evaluation.

1.4. Clarification

1.4.1 All clarification requests must be made in writing to the email address stated in SBD 1, Part A, Invitation to bid.

1.4.2 Requests for clarification needed to evaluate bids and the bidder's responses will be made in writing.

1.5. Alterations of Bids

Bidders will not be requested or permitted to alter their bids after the deadline for receipt of bids, especially on the total price.

1.6. Completeness of Documentation

1.6.1. It will be ascertained whether bids:

- a. Have been properly signed and completed (especially the SBD Forms)
- b. Are substantially responsive to the bidding documents
- c. Have all the necessary documents attached
- d. Are generally in order.

1.6.2. If a bid is not substantially responsive, that is, it contains material deviations from or reservations to the terms, conditions and specifications in the bidding documents, it will not be considered further.

1.6.3. The bidder will not be permitted to correct or withdraw material deviations or reservations once bids have been opened.

1.7. Rejection of all Bids

NRWDI reserves the right to reject all bids if and when deemed necessary. This is justified when there is lack of effective competition, or bids are not substantially responsive.

1.8. Associations between Bidders

1.8.1. Bidders may associate with each other to complement their empowerment credentials and their respective areas of expertise, or for other reasons. Such an association may be for the long term (independent of any particular assignment) or for a specific assignment. The association may take the form of a joint venture.

1.8.2. Bidders who do form a joint venture will agree on their terms and conditions and inform NRWDI of the details of such a joint venture in a joint venture agreement.

1.9. Location of NRWDI offices

Street Address	Postal Address
3 rd Floor, X Building	Private Bag X1
NECSA, Pelindaba	Pretoria
R104, Elias Motsoaledi Street	0001
Brits Magisterial District	

1.10. Project team to service NRWDI

Note that if changes are made to the Project team proposed in the tender after the bid has been awarded, this has to be approved by NRWDI first.

1.11. Value Added Tax (VAT)

According to the VAT Act, a business that makes a revenue of R1 million or higher in year is required to pay VAT to the South African Revenue Services (SARS). All Non-VAT Vendors with a price of more than R1 million must include VAT in their pricing. Should a price of more than R1 million not include VAT, the non-VAT Vendor will solely be responsible for paying VAT to SARS and must not expect NRWDI to pay or assist in paying the VAT amount.

Annexure C

(NRWDI)

SCM

General Conditions of Contract

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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1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the

supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

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

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

3. General

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

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

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 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or

place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of

services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether incontract, 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.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)