

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	NT004-2022	CLOSING DATE:	27/05/2022	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER(S) TO RENDER PROFESSIONAL SERVICES FOR INFRASTRUCTURE RELATED SERVICES TO NATIONAL TREASURY (NT) INFORMATION AND COMMUNICATION TECHNOLOGY (ICT) FOR THREE (3) YEARS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE FOLLOWING ADDRESS:

TENDER INFORMATION CENTRE (TIC)
DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)
240 Madiba Street, Pretoria

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				
	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 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				

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

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)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> 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.



TERMS OF REFERENCE (TOR)

NT004-2022

**APPOINTMENT OF SERVICE PROVIDER(S) TO RENDER PROFESSIONAL SERVICES
FOR INFRASTRUCTURE RELATED SERVICES TO NATIONAL TREASURY (NT)
INFORMATION AND COMMUNICATION TECHNOLOGY (ICT) FOR THREE (3) YEARS**

CLOSING DATE: 27 MAY 2022 AT 11:00 AM

VALIDITY PERIOD: 90 DAYS



Terms of Reference: NT004-2022 Appointment of service provider to render professional services for infrastructure related services to the NT ICT for three (3) years

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1. INTRODUCTION

The National Treasury (NT), in line with government guidelines and best practices has identified a need to appoint service provider(s) specialising in Information and Communication Technology (ICT) Infrastructure services. The appointed service provider(s) will render professional services in the form of human resources skills on an as and when needed basis for 3 years. During this period NT may request any of the services listed in section 3 below.

The main objectives for this appointment are to:

- To ensure consistent availability of NT ICT services to support the NT objectives.
- To create a central point of contact for the acquisition of NT ICT services and business solutions for the Department, to achieve economies of scale, synergies, reduced duplication; and
- To ensure the department gets value for money from the service provider(s)

2. PURPOSE

The purpose of this document is to outline the requirements for the appointment of the service provider(s) that will render Infrastructure professional services to the NT ICT. The services will be in the form of human resources skills on an as and when needed basis for 3 years. In addition, the document provides a specification for submissions of proposals and pricing by the service providers(s).

2.1 Definition of the Service Provider and Skills

- A Service Provider is defined as a Company/Close Corporation/Partnership/Sole Proprietor represented by an individual who is the owner or designated employee or member.
- Skills are a specialised ability, including specific knowledge, experience, and attitude, of an individual human resource to satisfy the performance requirements of specific tasks.

3. CRITICAL SERVICES

The National Treasury has critical Infrastructure services that may be required on an as and when basis, therefore service providers(s) must ensure that the same services have been rendered to other clients within the borders of South Africa during the last 12-18 months.



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Service providers(s) must provide 2 CVs (**ANNEXURE 1** below) of candidates for each of the service categories listed below together with pricing on the 2 levels of skills (advanced and expert) to comply. For evaluation purposes as detailed under Sections 5 and 8, only 1 CV of the most qualified resource will be used as per the required service.

The service categories are:

- ICT management Services
- Specialised business solutions
- Information security services
- Specialised security services
- Business solution implementation services
- Data centre services
- Communication network services
- Specialised services



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4. TECHNOLOGY STACK

The primary technology stack that the National Treasury uses consists of, but is not limited, to the following technologies and products:

Table 1: Technology Stacks

Category	OEM (Original Equipment Manufacturer) Technology	Platform	Certification	Certification Points Allocation	OEM Weight (%) Allocation	TOTAL OEM SCORE
Category 1	1. Microsoft	Cloud Platform (Azure), Microsoft 365, and Infrastructure	Gold	40	40%	
			Silver	20		
			Registered	10		
		Data Management and Analytics	Gold	40		
			Silver	20		



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	Mobility	Registered	10	25%	
		Gold	40		
		Silver	20		
	Productivity	Registered	10		
		Gold	40		
		Silver	20		
2. DELL/EMC	Storage (SAN, DAS, NAS)	Titanium	50	25%	
		Platinum	30		
		Gold	10		
	Servers	Titanium	50		
		Platinum	30		
		Gold	10		



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	3. VMware	Virtualisation Technologies (vSphere, SRM and NSX-V, NSX-T)	Premier	60	30%	
			Enterprise	20		
			Professional	5		
Category 2	4. Cisco	Video Conferencing	Gold	100	5%	
			Premier	50		
			Select	20		

Evaluation Criteria 1: Company Experience Scoring Calculation Formula as per Table 1: Technology Stacks above. A spreadsheet for Formulas will be used to do evaluations.

- **Total OEM Score = (Sum of Certification Points Allocation per platform / Number of platforms) X OEM Weight (%) Allocation**
- **Total Company Experience = (Sum of Total OEM Scores * 15% weight for evaluation criteria number 1)**



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5. RESOURCES REQUIREMENTS

The National Treasury requires resources as follows:

Table 2: Resources Requirements per Required Service

Required Service	Skills Set	Resource	Required Qualifying Criteria	Score for Required Qualifying Criteria	Years of Experience	Score	Total Required Service Score
1. ICT Management Services	<ul style="list-style-type: none"> Project Administration Support Program Management 	<ul style="list-style-type: none"> Project Manager 	<ul style="list-style-type: none"> Bachelor's degree in management or IT related field 	5 = All required qualifying criteria are met	More than 10 Years'	5	
			<ul style="list-style-type: none"> Project Management Qualifications 	4 = 4 of the required qualifying criteria are met	6 to 10 Years'	4	
			<ul style="list-style-type: none"> PM methodologies certification, e.g., Waterfall, Agile Methodologies, PMBOK, 	3 = 3 of the required qualifying criteria are met	5 Years'	3	



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Required Service	Skills Set	Resource	Required Qualifying Criteria	Score for Required Qualifying Criteria	Years of Experience	Score	Total Required Service Score
			Prince2, SDLC <ul style="list-style-type: none"> • Experience with the full product lifecycle with understanding of development lifecycle and various technology methodologies that support that lifecycle • Experience managing software implementation project teams in both traditional waterfall and agile project management methodologies • Strong planning, reporting, organisational, 	2 = 3 of the required qualifying criteria are met	3 to 4 Years'	2	
				1 = Only one required qualification/certification is met	1 to 2 Years'	1	



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Required Service	Skills Set	Resource	Required Qualifying Criteria	Score for Required Qualifying Criteria	Years of Experience	Score	Total Required Service Score
			<p>presentation and problem-solving skills</p> <ul style="list-style-type: none"> • 5+ years' relevant experience in a PM role within an IT development environment. 				
2. Specialised business solutions	<ul style="list-style-type: none"> • Specialised Business Intelligence 	<ul style="list-style-type: none"> • Business Intelligence Developer/ Consultant 	<ul style="list-style-type: none"> • Bachelor's degree (BSc, BIS, BCom or BEng degree) 	5 = All required qualifying criteria are met	More than 10 Years'	5	
			<ul style="list-style-type: none"> • 5+ years working experience 	4 = 4 of the required qualifying criteria are met	6 to 10 Years'	4	
			<ul style="list-style-type: none"> • Relevant MCSE certification • MS SQL Server, 2008 to 	3 = 3 of the required qualifying criteria are met	4 to 5 Years'	3	



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Required Service	Skills Set	Resource	Required Qualifying Criteria	Score for Required Qualifying Criteria	Years of Experience	Score	Total Required Service Score
			the latest	2 = 2 of the required qualifying criteria are met	2 to 3 Years'	2	
			<ul style="list-style-type: none"> Strong in T-SQL, data warehouse development, large scale database, SSAS, SSRS, SSIS, Azure 	1 = Only 1 required qualification/certification is met	1 Year or less	1	
		<ul style="list-style-type: none"> Database Administrator 	<ul style="list-style-type: none"> Degree/Diploma in information technology or related field (preferred) 	5 = All required qualifying criteria are met	More than 10 Years'	5	
			<ul style="list-style-type: none"> 5+ years' Database Administrator working Experience 	4 = 5 to 6 of the required qualifying criteria are met	6 to 10 Years'	4	
			<ul style="list-style-type: none"> MS SQL Server 2008/2012/2014 	3 = 4 of the required qualifying criteria are met	4 to 5 Years'	3	



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Required Service	Skills Set	Resource	Required Qualifying Criteria	Score for Required Qualifying Criteria	Years of Experience	Score	Total Required Service Score
			<ul style="list-style-type: none"> • Experience with T-SQL • Experience with Database Administration for MSSQL Server including security setup and automated deployments. • Experience working with Windows Server, including Active Directory and proper disk configurations. • Experience with backups, restores, and recovery models; Linux experience; 	2 = 2 to 3 of the required qualifying criteria are met	2 to 3 Years'	2	
				1 = Only one required qualification/certification is met	1 Year or less	1	



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Required Service	Skills Set	Resource	Required Qualifying Criteria	Score for Required Qualifying Criteria	Years of Experience	Score	Total Required Service Score
3. Information security services	<ul style="list-style-type: none"> • Security Architecture • Business Continuity 	<ul style="list-style-type: none"> • Security Architect/ Specialist 	<ul style="list-style-type: none"> • Bachelor's degree/Diploma in Information Technology/Computer Science • 5+ years of Security Solutions Architecture • Industry Security certifications • Educational experience in security architecture, network administration, network engineering, security engineering or similar areas. • Microsoft Operating System certification with 	5 = All required qualifying criteria are met	More than 10 Years'	5	
				4 = 4 of the required qualifying criteria are met	6 to 10 Years'	4	
				3 = 3 of the required qualifying criteria are met	4 to 5 Years'	3	
				2 = 2 of the required qualifying criteria are met	2 to 3 Years'	2	
				1 = Only 1 required qualification/certification is met	1 Year or less	1	

Terms of Reference: Appointment of service provider(s) using to render professional services to the NT ICT for 3 years



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Required Service	Skills Set	Resource	Required Qualifying Criteria	Score for Required Qualifying Criteria	Years of Experience	Score	Total Required Service Score
			Active Directory Design and architecture, Azure Cloud Management Security				
		<ul style="list-style-type: none"> • Business Continuity Consultant 	<ul style="list-style-type: none"> • Bachelor's degree/Diploma in Information Technology/Computer Science • 5+ years' operational experience in business continuity planning recover and disaster recovery • Knowledge of best practice IT Governance and BCM frameworks 	5 = All required qualifying criteria are met	More than 10 Years'	5	
				4 = 4 of the required qualifying criteria are met	6 to 10 Years'	4	
				3 = 3 of the required qualifying criteria are met	4 to 5 Years'	3	
				2 = 2 of the required qualifying criteria are met	2 to 3 Years'	2	



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Required Service	Skills Set	Resource	Required Qualifying Criteria	Score for Required Qualifying Criteria	Years of Experience	Score	Total Required Service Score
			and their application including ISO 23001, COBIT 5, COSO, ITIL, King IV report <ul style="list-style-type: none"> • BCI Certifications • Service Continuity, Business Continuity or Disaster Recovery. • CBCP, MBCP or related business continuity certification 	1 = Only 1 required qualification/certification is met	1 Year or less	1	
4. Specialised security	<ul style="list-style-type: none"> • Physical and Environment 	<ul style="list-style-type: none"> • Security Architect/ 	<ul style="list-style-type: none"> • Bachelor's degree/Diploma in Information 	5 = All required qualifying criteria are met	More than 10 Years'	5	



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Required Service	Skills Set	Resource	Required Qualifying Criteria	Score for Required Qualifying Criteria	Years of Experience	Score	Total Required Service Score
services	Security <ul style="list-style-type: none"> • Communication and Operation Security • Access Control • Identity Management • Application Security • Business Solution Compliancy 	Specialist	Technology/Computer Science <ul style="list-style-type: none"> • 5+ years of Security Solutions Architecture • Industry Security certifications • Related experience in security architecture, network administration, network engineering, security engineering or similar areas. • Microsoft Operating System certification with Active Directory Design and architecture; Azure Cloud Management 	4 = 4 of the required qualifying criteria are met	6 to 10 Years'	4	
				3 = 3 of the required qualifying criteria are met	4 to 5 Years'	3	
				2 = 2 of the required qualifying criteria are met	2 to 3 Years'	2	
				1 = Only 1 required qualification/certification is met	1 Year or less	1	



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Required Service	Skills Set	Resource	Required Qualifying Criteria	Score for Required Qualifying Criteria	Years of Experience	Score	Total Required Service Score
			Security				
		<ul style="list-style-type: none"> • Business Continuity Consultant 	<ul style="list-style-type: none"> • Bachelor's degree/Diploma in Information Technology/Computer Science • 5+ years' operational experience in business continuity planning recover and disaster recovery • Knowledge of best practice IT Governance and BCM frameworks 	5 = All required qualifying criteria are met	More than 10 Years'	5	
				4 = 4 of the required qualifying criteria are met	6 to 10 Years'	4	
				3 = 3 of the required qualifying criteria are met	4 to 5 Years'	3	
				2 = 2 of the required qualifying criteria are met	2 to 3 Years'	2	



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Required Service	Skills Set	Resource	Required Qualifying Criteria	Score for Required Qualifying Criteria	Years of Experience	Score	Total Required Service Score
			and their application including ISO 23001, COBIT 5, COSO, ITIL, King IV report <ul style="list-style-type: none"> • BCI Certifications • Service Continuity, Business Continuity or Disaster Recovery. • CBCP, MBCP or related business continuity certification 	1 = Only 1 required qualification/certification is met	1 Year or less	1	
5. Business solution implementation services	<ul style="list-style-type: none"> • Application / ICT/ COTS Training • Training 	<ul style="list-style-type: none"> • Infrastructure and Network Manager (Technical Lead) 	<ul style="list-style-type: none"> • Degree/Diploma in Information Technology. • Microsoft Certified Professional (MCP); and 	5 = All required qualifying criteria are met	More than 10 Years'	5	
				4 = 6 to 7 of the required qualifying criteria are	6 to 10	4	



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Required Service	Skills Set	Resource	Required Qualifying Criteria	Score for Required Qualifying Criteria	Years of Experience	Score	Total Required Service Score
	Development and Accreditation		<ul style="list-style-type: none"> • Microsoft Certified Systems Engineer (MCSE) will be an added advantage. • Industry certification: CCNA, N+, A+, Security+, IP Telephony Networks, LAN, WAN, Telkom voice, VoIP, .Net, SQL, ITIL, • Excellent knowledge of current protocols and standards, including Active Directory, Group Policies, MS Exchange, Core Switching/Routing, SSL/IPsec, SAN, Virtualization, Business Continuity, Disaster 	met	Years'		
	• Application/System Architect			3 = 4 to 5 of the required qualifying criteria are met	4 to 5 Years'	3	
	• Organisational Change Manager			2 = 2 to 3 of the required qualifying criteria are met	2 to 3 Years'	2	
	• ICT Infrastructure and Network Manager			1 = Only one required qualification/certification is met	1 Year or less	1	
	• Operational Procedure						

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Required Service	Skills Set	Resource	Required Qualifying Criteria	Score for Required Qualifying Criteria	Years of Experience	Score	Total Required Service Score
	Development • Technology Architect		Recovery. • 6-8 years experience • Project Management skills and methodologies • Knowledge of IT/Security management standards • Experience managing and configuring enterprise-wide LANs, WANs, WLANs, VPNs, etc.				
		• Application/ System	• Bachelor's degree/Diploma in Information	5 = All required qualifying criteria are met	More than 10 Years'	5	



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Required Service	Skills Set	Resource	Required Qualifying Criteria	Score for Required Qualifying Criteria	Years of Experience	Score	Total Required Service Score
		Architect	Technology/Computer Science	4 = 4 to 5 of the required qualifying criteria are met	6 to 10 Years'	4	
			<ul style="list-style-type: none"> • 5+ years' working experience 	3 = 3 of the required qualifying criteria are met	4 to 5 Years'	3	
			<ul style="list-style-type: none"> • Relevant experience in information technology systems designs and planning 	2 = 2 to 3 of the required qualifying criteria are met	2 to 3 Years'	2	
			<ul style="list-style-type: none"> • Relevant experience in designing software solutions using software architecture design principles 	1 = Only one required qualification/certification is met	1 Year or less	1	
			<ul style="list-style-type: none"> • Web Technologies (HTML, CSS, etc.); Microsoft Web Stack (MVC, C#, ASP.Net etc.); 				



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Required Service	Skills Set	Resource	Required Qualifying Criteria	Score for Required Qualifying Criteria	Years of Experience	Score	Total Required Service Score
			Relational Databases (Microsoft SQL) and Strong OO modelling, design, and implementation skills • Azure Active Directory/ Azure DevOps/ Azure Web Apps/ Microsoft 365				
		• Disaster Recovery Consultant	• Bachelor's degree/Diploma in Information Technology/Computer Science • 5+ years' operational experience in business continuity planning recover and disaster recovery	5 = All required qualifying criteria are met	More than 10 Years'	5	
				4 = 4 of the required qualifying criteria are met	6 to 10 Years'	4	
				3 = 3 of the required qualifying criteria are met	4 to 5 Years'	3	



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Required Service	Skills Set	Resource	Required Qualifying Criteria	Score for Required Qualifying Criteria	Years of Experience	Score	Total Required Service Score
			<ul style="list-style-type: none"> • Knowledge on best practice IT Governance and BCM frameworks and their application including ISO 23001, COBIT 5, COSO, ITIL, King IV report 	2 = 2 of the required qualifying criteria are met	2 to 3 Years'	2	
			<ul style="list-style-type: none"> • Service Continuity, Business Continuity or Disaster Recovery. • ISO 23001 • BCI Certifications 	1 = Only one required qualification/certification is met	1 Year or less	1	
		<ul style="list-style-type: none"> • Data Centre Operations 	<ul style="list-style-type: none"> • Minimum: Diploma or technical training in telecommunications or 	5 = All required qualifying criteria are met	More than 10 Years'	5	



Terms of Reference: NT004-2022 Appointment of service provider to render professional services for infrastructure related services to the NT ICT for three (3) years

Required Service	Skills Set	Resource	Required Qualifying Criteria	Score for Required Qualifying Criteria	Years of Experience	Score	Total Required Service Score
		Technician	<ul style="list-style-type: none"> similar Preferred: Bachelor's degree in Information Technology/Computer Science, cabling infrastructure and/or certification in Security 5+ years' experience in the IT field Experience in Data Centre operations ITIL foundation experience 	4 = 4 of the required qualifying criteria are met	6 to 10 Years'	4	
				3 = 3 of the required qualifying criteria are met	4 to 5 Years'	3	
				2 = 2 of the required qualifying criteria are met	2 to 3 Years'	2	
				1 = Only one required qualification/certification is met	1 Year or less	1	
		<ul style="list-style-type: none"> Database 	<ul style="list-style-type: none"> Degree/Diploma in information technology or 	5 = All required qualifying criteria are	More than 10 Years'	5	



Terms of Reference: NT004-2022 Appointment of service provider to render professional services for infrastructure related services to the NT ICT for three (3) years

Required Service	Skills Set	Resource	Required Qualifying Criteria	Score for Required Qualifying Criteria	Years of Experience	Score	Total Required Service Score
		Administrator	related field (preferred)	met			
			<ul style="list-style-type: none"> • 5+ years Database Administrator working Experience 	4 = 5 to 6 of the required qualifying criteria are met	6 to 10 Years'	4	
			<ul style="list-style-type: none"> • MS SQL Server 2008/2012/2014 	3 = 4 of the required qualifying criteria are met	4 to 5 Years'	3	
			<ul style="list-style-type: none"> • Experience with T-SQL 	2 = 2 to 3 of the required qualifying criteria are met	2 to 3 Years'	2	
			<ul style="list-style-type: none"> • Experience with Database Administration for MSSQL Server including security setup and automated deployments. 	1 = Only one required qualification/certification is met	1 Year or less	1	
			<ul style="list-style-type: none"> • Experience working with Windows Server, including Active Directory 				



Terms of Reference: NT004-2022 Appointment of service provider to render professional services for infrastructure related services to the NT ICT for three (3) years

Required Service	Skills Set	Resource	Required Qualifying Criteria	Score for Required Qualifying Criteria	Years of Experience	Score	Total Required Service Score
			and proper disk configurations. <ul style="list-style-type: none"> • Experience with backups, restores, and recovery models, Linux experience; 				
6. Communication network services	<ul style="list-style-type: none"> • WAN/ VPN Planning and Design • WAN/ VPN Development and Implementation 	<ul style="list-style-type: none"> • Network Administrator 	<ul style="list-style-type: none"> • Bachelor's degree or diploma or better in information technology or related field (preferred) • 5+ years' experience • Good experience with MPLS, VLAN, WAN, VPN, STP, Static 	5 = All required qualifying criteria are met	More than 10 Years'	5	
				4 = 5 to 6 of the required qualifying criteria are met	6 to 10 Years'	4	
				3 = 4 of the required qualifying criteria are met	5 Years'	3	



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Required Service	Skills Set	Resource	Required Qualifying Criteria	Score for Required Qualifying Criteria	Years of Experience	Score	Total Required Service Score
	<ul style="list-style-type: none"> • WAN/ VPN Maintenance • Network Monitoring and Management • Internet/ Intranet hosting 		Routing, wireless Networks <ul style="list-style-type: none"> • N+, A+ and MCO certification; MCSA/ MCSE; CCNA/CCNP better; ITIL • Apache Tomcat; Unix / Linux server management; Microsoft SQL Server; Microsoft Windows Server / active directory management; PowerShell / Scripting; MySQL Server; Office 365 Management; PostgreSQL 	2 = 2 to 3 of the required qualifying criteria are met	3 to 4 Years'	2	
				1 = Only one required qualification/certification is met	1 Year or less	1	
		<ul style="list-style-type: none"> • Security 	<ul style="list-style-type: none"> • Bachelor's degree/Diploma in 	5 = All required qualifying criteria are	More than 10 Years'	5	



Terms of Reference: NT004-2022 Appointment of service provider to render professional services for infrastructure related services to the NT ICT for three (3) years

Required Service	Skills Set	Resource	Required Qualifying Criteria	Score for Required Qualifying Criteria	Years of Experience	Score	Total Required Service Score
		Administrator	Information Technology/Computer Science	met			
			<ul style="list-style-type: none"> • 5+ years of Security Solutions Architecture 	4 = 4 to 5 of the required qualifying criteria are met	6 to 10 Years'	4	
			<ul style="list-style-type: none"> • Industry Security certifications 	3 = Half of the required qualifying criteria are met	4 to 5 Years'	3	
			<ul style="list-style-type: none"> • Educational experience in security architecture, network administration, network engineering, security engineering or similar areas. 	2 = 2 to 3 of the required qualifying criteria are met	2 to 3 Years'	2	
			<ul style="list-style-type: none"> • Knowledge of SSL, HTTP, DNS, SMTP and IPsec and encryption techniques; technical 	1 = Only one required qualification/certification is met	1 Year or less	1	



Terms of Reference: NT004-2022 Appointment of service provider to render professional services for infrastructure related services to the NT ICT for three (3) years

Required Service	Skills Set	Resource	Required Qualifying Criteria	Score for Required Qualifying Criteria	Years of Experience	Score	Total Required Service Score
			experience in IIS and Apache Tomcat.; Linux and VMWare technical skills. • Microsoft Operating System certification with Active Directory Design and architecture				
		• Telecommunication Technician	• Post Matric qualification • ITIL certification • Certification in telecommunications • 5+ years' experience • An understanding of	5 = All required qualifying criteria are met	More than 10 Years'	5	
				4 = 5 to 6 of the required qualifying criteria are met	6 to 10 Years'	4	
				3 = 4 required qualifying criteria are met	4 to 5 Years'	3	



Terms of Reference: NT004-2022 Appointment of service provider to render professional services for infrastructure related services to the NT ICT for three (3) years

Required Service	Skills Set	Resource	Required Qualifying Criteria	Score for Required Qualifying Criteria	Years of Experience	Score	Total Required Service Score
			voice and data communications principles. Knowledge of communications protocols, such as DIGINET, ISDN, PRI, BRI, T1 and VoIP.	2 = 2 to 3 of the required qualifying criteria are met	2 to 3 Years'	2	
			<ul style="list-style-type: none"> • A+ • N+ 	1 = Only one required qualification/certification is met	1 Year or less	1	
		<ul style="list-style-type: none"> • Infrastructure Administrator 	<ul style="list-style-type: none"> • Bachelor's degree or diploma or better in information technology or related field (preferred) 	5 = All required qualifying criteria are met	More than 10 Years'	5	
			<ul style="list-style-type: none"> • 5+ years' experience 	4 = 5 to 6 of the required qualifying criteria are met	6 to 10 Years'	4	



Terms of Reference: NT004-2022 Appointment of service provider to render professional services for infrastructure related services to the NT ICT for three (3) years

Required Service	Skills Set	Resource	Required Qualifying Criteria	Score for Required Qualifying Criteria	Years of Experience	Score	Total Required Service Score
			<ul style="list-style-type: none"> • Good experience with VMware, MS Exchange, TCP/IP, WINS, DNS, DHCP. • A+ and MCO certification; MCSA/MCSE; CCNA/CCNP better; ITIL • Azure and infrastructure implementations; Adequate disaster recovery strategy, high availability, backup and recovery and successful execution; experience with Windows Server Infrastructures, IIS, Azure Web Apps, scripting such as 	3 = 4 of the required qualifying criteria are met	4 to 5 Years'	3	
				2 = 2 to 3 of the required qualifying criteria are met	2 to 3 Years'	2	
				1 = Only one required qualification/certification is met	1 Year or less	1	



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Required Service	Skills Set	Resource	Required Qualifying Criteria	Score for Required Qualifying Criteria	Years of Experience	Score	Total Required Service Score
			PowerShell; experience with Microsoft Active Directory and O365 and SharePoint				
7. Specialised ICT Services	<ul style="list-style-type: none"> Desktop Support Services 	Desktop Support Technician	<ul style="list-style-type: none"> A+. 	5 = All required qualifying criteria are met	More than 10 Years'	5	
			<ul style="list-style-type: none"> ITIL foundation certification. 	4 = 5 to 6 of the required qualifying criteria are met	4 – 10 Years'	4	
			<ul style="list-style-type: none"> Microsoft Certified Systems Engineers (MCSE) will be an added advantage 	3 = 4 of the required qualifying criteria are met	3 Years'	3	
			<ul style="list-style-type: none"> Degree/Diploma in IT 	2 = 2 to 3 of the required qualifying criteria are met	2 Years'	2	
			<ul style="list-style-type: none"> 2 to 3 years experience 	2 = 2 to 3 of the required qualifying criteria are met	2 Years'	2	



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Required Service	Skills Set	Resource	Required Qualifying Criteria	Score for Required Qualifying Criteria	Years of Experience	Score	Total Required Service Score
				1 = Only one required qualification/certification is met	1 Year or less	1	
8. Specialised Services	Open-Source Technology	OS, Security, and networking (Developer/Administrator)	LPIC-3	5 = LPIC-3 / LAMP Stack with relevant qualification	More than 10 Years'	5	
			LPIC-2				
			LPIC-1				
			or equivalent course or qualification				
			4 = LPIC-2 / LAMP Stack with relevant qualification				
3 = LPIC-1 / LAMP Stack with relevant qualification	3 Years'	3					
2 = LPIC-1 or relevant qualification	2 Years'	2					
1 = Other Relevant	0-1 Year	1					



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Required Service	Skills Set	Resource	Required Qualifying Criteria	Score for Required Qualifying Criteria	Years of Experience	Score	Total Required Service Score
				qualifications			
		Developer - Python	Relevant development certification Python - PCEP - PCAP - PCPP1 - PCPP2 - CEPP	5- CEPP or equal relevant qualification	More than 10 Years'	5	
				4 - PCPP2 or equal relevant qualification	4 – 10 Years'	4	
				3- PCPP1 or equal relevant qualification	3 Years'	3	
				2 – PCAP or equal relevant qualification	2 Years'	2	
				1 – PCEP or equal relevant qualification	0-1 Year	1	
		Developer – JAVA	Java SE 8 - Associate Java SE 11- Developer Java SE 8 – Professional	5- Enterprise Developer or equal relevant qualification	More than 10 Years'	5	



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Required Service	Skills Set	Resource	Required Qualifying Criteria	Score for Required Qualifying Criteria	Years of Experience	Score	Total Required Service Score
			Enterprise Developer	4 - Java SE 8 – Professional or equal relevant qualification	4 – 10 Years'	4	
				3- Java SE 11- Developer or equal relevant qualification	3 Years'	3	
				2 – Java SE 8 - Associate or equal relevant qualification	2 Years'	2	
				1 – Relevant course/diploma/qualification	0-1 Year	1	
		Developer – PHP/Other	Relevant course/Qualification	Relevant education/qualification/training	More than 10 Years'	5	
					4 – 10 Years'	4	

Terms of Reference: Appointment of service provider(s) using to render professional services to the NT ICT for 3 years



Terms of Reference: NT004-2022 Appointment of service provider to render professional services for infrastructure related services to the NT ICT for three (3) years

Required Service	Skills Set	Resource	Required Qualifying Criteria	Score for Required Qualifying Criteria	Years of Experience	Score	Total Required Service Score
					3 Years'	3	
					2 Years'	2	
					0-1 Year	1	
		Database Administrator	Oracle: MySQL Database Developer, MySQL Database Administrator.	5 – All 3 qualifications	More than 10 Years	5	
			MySQL 2021 Certified Implementation Specialist	4 – Database Administrator + 1 more qualifications	4 – 10 Years	4	
			MySQL 8.0 Database Developer Oracle Certified Professional	3 – Database Administrator + related qualification	3 Years'	3	
				2 - Database Administrator	2 Years'	2	



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Required Service	Skills Set	Resource	Required Qualifying Criteria	Score for Required Qualifying Criteria	Years of Experience	Score	Total Required Service Score
				1 – related qualification	0-1 Year	1	

NOTE:

- ***Service providers(s) must provide 2 CVs for each of the service categories required together with pricing on the 2 levels of skills (advanced and expert) to comply. For functional/technical evaluation purposes, only 1 CV of the most qualified resource will be used as per the required service.***
- ***For financial evaluation purposes, the service provider must provide a fixed rate per hour for a resource, as per the template provided as SBD3.3***
- ***In instances where a bidder submitted more than one CV per role, only one CV for the most experienced resource per role will be considered for functional/technical evaluation.***



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- ***Only one resource (CV) will be used per role for evaluation purposes.***
- ***Should the deliverable exceed 1 year, an increase will be considered in accordance with the ruling CPIX rate at the time.***
- ***Milestone payments will be made quarterly or monthly provided the job sign-off document is signed affirming that the deliverables to date have been achieved.***
- ***The Service Provider will be required to enter into a Master Service Agreement and Service Level Agreement with the department for the services to be provided.***

Evaluation Criteria 2: Resource Experience Evaluation Criteria 2 Scoring Calculation Formulae as per Table 2: Pricing Proposal for Resources per Required Service. A spreadsheet for Formulas will be used to do evaluations.

- ***Total Required Service Score = (Qualifications Certifications Score + Years of Experience Score) / Number of Resources per Required Service***
- ***Total Score = Sum of Total Required Service Scores / 8 Required Services***



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6. SCOPE OF WORK

This bid covers the provision of various services by the successful service provider(s) on an as and when needed basis for the 36 months.

6.1 Expertise Required

The National Treasury will provide a specification to the successful consortium of the service provider(s) for each assignment and skills level (intermediate, advanced and/or expert) required

6.2 Project Deliverables

The success of the assignment will be measured by the delivery and sign-off of specified and agreed upon deliverables by both parties.

6.3 Timeframe

The appointment of the service provider(s) will be effective for the 36 months. During this period, the National Treasury may at any time, request a specific skill set. The bidder(s) will be given 4 hours to respond to the request. The bidder will be requested to deliver services as per urgency of the request and agreed upon deliverables and timelines. This will be stipulated in the Service Level Agreement (SLA) between both parties.

Each assignment will be separately planned and managed with specified timescales and will be managed to completion as per the agreed deliverables, and payment will be made on sign-off of the agreed deliverables or pre-defined milestones in accordance with the provisions of the Master Service Agreement and Service Level Agreement.

6.4 Reporting

The successful service provider will be required to report on assignment progress from the commencement of the assignment until assignment close out according to the reporting requirements by the National Treasury. The frequency of the reports required will be according to the deliverables with a minimum frequency of once a week.



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6.5 Agreements

The successful bidder(s) must undertake to conclude a Master Service Agreement (MSA) and Service Level Agreement (SLA) with the National Treasury. The MSA and SLA must consist of, but is not limited to the following:

- a clear description of the required services.
- defined payment terms for the services.
- agreement that the successful bidder shall designate a single point of contact for the service; and
- agreement that the successful service provider provides qualified personnel who have undergone the necessary training and certification to provide the required service.

6.6 Location of Assignment

The National Treasury has 5 locations nationally and the resources could be required at the following premises:

- SITA John Vorster Drive, Centurion, Pretoria, 0001.
- 240 Madiba Street, Pretoria CBD, 0001.
- 40 Church Square, Pretoria CBD, 0001 (Head Office).
- 120 Plein Street, Cape Town CBD, 8000; and
- Natalia Building, 330 Langalibalele (former long market) Street, Pietermaritzburg, 3201 – Disaster Recovery Site.

6.7 Points to take note of:

- All tools to perform the required services need to be provided by the successful service provider.
- All consultants on site will need to be vetted for security purposes.
- Parking facilities will not be provided by the National Treasury.
- The potential bidder must be registered with the Central Suppliers Database (CSD); and
- The tender special conditions are clearly stated in the Special Conditions for NT ICT for Professional Services document.



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7. MANDATORY REQUIREMENTS

7.1 Administrative Evaluation

An administrative evaluation will be carried out on all the bids received and if the under mentioned documentation is not signed and/or attached such a bid will be eliminated from any further evaluation.

7.1.1 STAGE 1: DOCUMENTS REQUIRED

- a) Proof of company registration on Central Supplier Database Registration (CSD)
- b) Proof of original valid certified registration with Compensation for Occupational Injuries and Disaster (COIDA)
- c) Profile of the potential bidder(s) must be submitted in the prescribed format in **(ANNEXURE A2 and ANNEXURE A3)**
- d) Proof of original valid certified Original Equipment Manufacturers (OEM) accreditation must be attached, as per the following platforms:
 - Microsoft:
 - Cloud Platform and Infrastructure
 - Data Management and Analytics
 - Mobility
 - Productivity
 - DELL/EMC:
 - Storage (SAN, DAS, NAS)
 - Servers
 - VMWare:
 - Virtualisation
 - Cisco:
 - Video Conferencing
- e) UIF compliance demonstrated by submission of one of the following:
 - A valid copy of the UIF Letter of Compliance issued by the Department of Employment and Labour, or



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- Labour uFiling Employer Statement of Account indicating UIF payments or accruals not older than 12 months, or
 - SARS eFiling Employer Statement of Account indicating UIF payments or accruals not older than 12 months, or
 - Valid proof of exemption for UIF.
- f) In case of Joint Venture, Consortium, Trust, or Partnership a Consolidated Valid Tax Clearance Certificate and/or SARS issued pin code (which will be verified)
- g) In case of Joint Venture, Consortium, Trust, or Partnership, a signed teaming agreement must be submitted.
- h) In case of Joint Venture, Consortium, Trust, or Partnership a Consolidated B-BBEE certificate for all members is required.
- i) In case of Joint Venture, Consortium, Trust, or Partnership a Consolidated Central Supplier Database Registration (CSD) is required.

FAILURE TO ADHERE TO THE CONDITIONS OF THE BID WILL LEAD TO DISQUALIFICATION.

7.3 Functionality Evaluation

A service provider that scores less than **60** points out of **100** as per evaluation criteria categories in respect of functionality will be regarded as submitting a non-responsive proposal and will be disqualified for further evaluation.

Table 3: Summary of functional/Technical Evaluation Criteria

Evaluation Criteria	Weight%	Scoring Criteria
1. Company Experience (Scoring criteria will be based on Table 1: Technology Stack above and a spreadsheet for formulas will be used to do evaluations.)	15%	Level 5 = Score 9,6 Level 4 = Scores between 5,7 - 9,5 Level 3 = Scores between 5,5 – 5,6 Level 2 = Scores between 2,5 -5,4 Level 1 = Scores between 1 - 2,4
2. Resource Experience (Scoring criteria will be based on Table 2: Resources per Required Service above and a spreadsheet for formulas will be used to do evaluations)	40%	5 = Score 10 4 = Scores between 8 - 9 3 = Scores between 6 - 7 2 = Scores between 4- 5



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		1 = Scores 1 -3
<ul style="list-style-type: none"> • Proven Technical Competencies (aligned to the required services to be rendered) • Previous Proposed solution • Previous Implementation Plan. • Provide a list of similar projects completed, as per Annexure 2; attach an appointment letter for the services rendered within the borders of South Africa in the past 5 year, as per the evidence provided. 	20%	<p>5 = Excellent (Previous proof of implementation plan; proposed solution and 5 or more similar projects completed as per Annexure 2 template, aligned to the services to be rendered)</p> <p>4 = Very Good (Proof of previous implementation plan; proposed solution and 4 X similar projects completed as per Annexure 2 template, aligned to the services to be rendered)</p> <p>3 = Good (Proof of previous implementation plan; proposed solution and 3 X similar projects completed as per Annexure 2 template, aligned to the services to be rendered)</p> <p>2 = Average (Proof of previous implementation plan; proposed solution and 2 X similar projects completed as per Annexure 2 template, aligned to the services to be rendered)</p> <p>1 = Poor (No proof of previous implementation plan; proposed solution and 1 X similar project completed as per Annexure 2 template, aligned to the services to be rendered)</p>
<p>3. Quality of work</p> <ul style="list-style-type: none"> • Review quality of the work rendered from previous clients as per the evidence provided under Criteria 3 (Previous Proposed Plan and Previous Implementation Plan). Evidence provided will be analysed based on 	25%	<p>5 = Excellent (More than 5 of the listed quality of work evidence)</p> <p>4 = Very Good (Any 4 of listed Quality of work evidence)</p> <p>3 = Good (Any 3 of listed quality of work evidence)</p> <p>2 = Average (Any 2 of listed quality of work evidence)</p>



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<ul style="list-style-type: none"> - Industry Standard Methodologies, - Frameworks, - Project Management Governance. <ul style="list-style-type: none"> • Close out reports for the services / similar projects rendered as per evidence submitted on criteria 3 will be used to evaluate this section. • Client's acceptance letters /recommendation reports. 		<p>1 = Poor (No proof of industry standard methodologies, frameworks, project management governance, close out report, client acceptance letters/recommendation letters aligned to aligned to the services to be rendered)</p>
Total	100%	
Minimum Threshold	60%	

7.4 Terms and Conditions

- The service provider(s) are required to indicate services they will provide as listed in Section 3 of the Terms of Reference.
- The service provider should indicate if any part of the services will be outsourced and provide details on the scope of the outsourced portion.
- The successful service provider(s) and its employees or consultants will have to undergo a mandatory security clearance process. The National Treasury reserves the right to cancel, terminate or not award the contract to a company that either doesn't avail itself for security clearance or fails such. The successful service provider will also enter into a non-disclosure agreement with the National Treasury.
- Price proposal should be provided indicating the cost of each area of service on skills level (advance and expert). Service provider(s) must provide 2 CVs (**ANNEXURE 1** below) of candidates for each of the service categories listed below together with pricing on the 2 levels of skills (advanced and expert) to comply, failure to do so will disqualify the service provider.



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For evaluation purposes as detailed under Section 5 and 8, only 1 CV of the most qualified resource will be used as per the required service.

- The service provider must undertake to conclude a Master Service Agreement (MSA) and Service Level Agreement (SLA) in agreement with the National Treasury. The MSA and SLA must consist of, but is not limited to the following:
 - Clear description of the required services and deliverables
 - Defined payment terms for the service.
 - Agreement on the timeline.
 - Agreement that the successful service provider shall be a single point of contact for the service. In a case where service provider outsourced services, service provider will manage the National Treasury outsourced company directly
 - Agreement that the successful service provider must provide qualified personnel who have undergone necessary training and certification to provide the required service. Should the skill/s not be available in-house, this must be specified.
 - In case the resources whose CV's were used for the submission of this tender, are no longer available during the assignment of the services required, the service provider must assign the resource with similar skills set and the National Treasury will assess the CV and grant approval.

7.5 Bid Submission

Service providers(s) must respond to the TOR and follow the prescribed formats provided ICT requires specific professional services as indicated in the TOR and these must be addressed by the bidder

Key personnel must be carefully chosen by the bidder and well-motivated through the curricula vitae (CVs). The format of the CVs must be strictly in accordance with the format indicated in **(ANNEXURE A1)** below. Non-compliance with the format provided and a lack of signed declaration by the described individual will result in disqualification of the CV. CV's must be signed by the proposed resource.

CV's may be submitted if the employee is employed or affiliated with the company submitting the CV. Proof of employment with affiliation to the company could be requested. The CVs presented as part of the bid must be available for providing the service at National Treasury sites. If the resource is not available, National Treasury reserves that right to accept or reject the replacement CVs presented. The bidder will be responsible for providing the desired replacement resources should the replacement CVs be rejected by National Treasury.

All appointed resources must be South African



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All international qualifications must be accompanied by the South African Qualification Authority (SAQA) evaluation report.

All qualifications submitted for resources must be valid original certified copies not more than six months, failure to comply will result in disqualification.

In the event of key personnel resigning, the service provider must inform National Treasury.

The bidder must include project experience sheets to support the job profiles for the skills sets required.

The contact details of the relevant management of the bidder must be provided as part of the bid documentation.

7.6 Competency, Experience and References

Submitted CVs for individual consultants must indicate that they have specific experience in the provision of the required competencies and service providers(s) are required to submit the contact details of at least three (3) recent references who will confirm that the individual consultants have carried out similar work to that stated in their CVs.

Service providers(s) should ensure that the CVs they submit are for individuals who would be willing to carry out ICT assignments. CVs of an organisation's senior managerial staff, albeit highly qualified individuals, should not be submitted unless these individuals are prepared to give full commitment to actively carrying out ICT assignments.

ICT reserves the right to contact references as per the prescribed reference template (Annexure 2) during the evaluation and adjudication process to obtain information.

7.7 Service Provider(s) Profile

A brief narrative profile of the potential bidder must be submitted in the prescribed format in (**ANNEXURE A2** and **ANNEXURE A3**) as part of the bid documentation.

7.8 Security Requirements

All resources will be required to sign an Oath of Secrecy and submit security vetting information as per the National Treasury security policy as stated in mandatory requirements section in the Special Conditions of Contract.



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8. ANNEXURE 1: CURRICULUM VITAE TEMPLATES

Notes:

- The CV format provided must be strictly adhered to. Non-compliance will result in the CV being rejected
- The CV shall not be longer than 4 x A4 s. A Minimum font size of 10 shall be used.
- The CVs must specifically and clearly address the service requirements for evaluation purposes.
- Only CV's may be submitted if the employee is employed or affiliated with the company submitting the CV. Proof of employment or affiliation with the company could be requested.
- CV's must be signed by the proposed resource.
- Resource may only be submitted by one company. Please ensure that provided CV's do not appear in more than one bid, failing which the CV will be disqualified

NOMINATED INDIVIDUAL'S CV

Nominated Individual's First Names				
Nominated Individual's Surname				
Nominated Individual's Date of Birth (yyyy-mm-dd, e.g. 2010-03-04)				
Nominated Individual's Nationality				
Nominated Individual's ID Number or Passport Number for Non-residents				
Service Provider's Name				
Reference Number of Nominated Individual				
Confirmation that the CV is not included in another bid (Please tick)	Yes		No	Signature



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Pen Portrait (Describe below, in a maximum of 50 words, significant highlights of your professional experience and achievements. Please type the description in the field below)

Education/Qualifications			
Institution	From Date	To Date	Qualification Obtained (Include the discipline e.g. BSc Computer Engineering)

Language Skills (Enter the languages below and indicate your competency: level, excellent, average or basic.)			
Language	Reading	Speaking	Writing

Membership of Professional Bodies (Describe in full, do not use acronyms or abbreviations)



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Other Skills (e.g., Business Communication, Technical writing, etc.)	
Present Position in Service Provider's Organisation	
Years' with the in Service Provider's	

Professional Experience (work history in descending order of years')			
From Date	To Date	Company/Organisation	Position

Areas of Specialisation

Other Relevant Information (e.g. publications)



Terms of Reference: NT004-2022 Appointment of service provider to render professional services for infrastructure related services to the NT ICT for three (3) years

Full Current Contact Details of Three References to be Provided				
Full Name	Position	Company/ Organization	Telephone No. (With country and area code)	Cell Phone No. (With country code)

Declaration by the Nominated Individual Described in this CV		
I declare that the above information is accurate and can be supported by documents and references on request. I declare that my CV is not included in the proposal of any other bidder.		
Name	Signature	Date

Notes:

When completed, print a copy and sign every page. Note each page must be signed by the nominated individual whose details are given, and a representative of the service provider submitting the bid. Submit the signed copy as part of the bid.



Terms of Reference: NT004-2022 Appointment of service provider to render professional services for infrastructure related services to the NT ICT for three (3) years

9. ANNEXURE 2: LIST OF PROJECTS AND CLIENT CONTACT TEMPLATE

Table 4: Annexure 2: List of project and client contact template

List Projects Rendered	Scope of Work	Duration	Client Contact Details



Terms of Reference: NT004-2022 Appointment of service provider to render professional services for infrastructure related services to the NT ICT for three (3) years

10. ANNEXURE A2: DETAILS OF SERVICE PROVIDER

10.1 Service Provider

Item	Detail	Description
Service Provider's Name		Name of the organisation or individual submitting this bid
Central Supplier Database (CSD) Number		Reference number for the CSD system
Service Provider's Postal Address		Box number
		Suburb
		Postal code
Service Provider's Street Address		Number and street name
		Suburb
		Town/city
		Postal code
Service Provider's Telephone Number		Code and number, e.g., 012 488 9999
Service Provider's Facsimile Number		Code and number, e.g., 012 488 9999
Service Provider's Registration Number		Company registration number if Applicable
Service Provider's VAT Registration Number		If applicable
Service Provider's SARS Tax Number		
Service Provider's Tax Clearance Certificate Expiry Date		yyyy-mm-dd, e.g., 2010-03-04
Contact Person		Contact person for this bid
Contact Person's Cell Phone Number		Number, e.g. 088 345 6789
Contact Person's Email Address		
Name of Person Signing this Bid		Full name
Date of Signature of the Bid		yyyy-mm-dd, e.g., 2010-03-04

Terms of Reference: Appointment of service provider(s) using to render professional services to the NT ICT for 3 years



Terms of Reference: NT004-2022 Appointment of service provider to render professional services for infrastructure related services to the NT ICT for three (3) years

Capacity Under which this Bid is Signed		Director, member, individual, etc.
Signature		Sign here

Notes:

- If the postal address is the same as the street address, leave the postal address fields blank.
- When completed, print a copy and sign. Submit the signed copy as part of the bid.

This form must be completed irrespective of whether the bidder is an individual or an organisation.



Terms of Reference: NT004-2022 Appointment of service provider to render professional services for infrastructure related services to the NT ICT for three (3) years

11. ANNEXURE A3: SERVICE PROVIDER PROFILE

11.1 Service Provider

Summary of Service Provider's Relevant Experience (maximum 10 one sentence bullet points)
•
•
•
•
•
•
•
•
•
•

Summary of Service Provider's Areas of Expertise (maximum 10 one sentence bullet points)
•
•
•
•
•
•
•
•
•
•

Locations of Service Provider's Offices in SA (names of towns only)



Terms of Reference: NT004-2022 Appointment of service provider to render professional services for infrastructure related services to the NT ICT for three (3) years

Service Provider's Support Structure (administration, secretarial etc.)

Service Provider's Financial Data (current asset value, P&L summary)

Service Provider's Date of Foundation (yyyy-mm-dd, e.g. 2010-03-04)

Service Provider's BEE Shareholding (names and %)

Service Provider's Foreign Shareholding (names, nationality and %)

Service Provider Name	
Representative's Name	
Representative's Signature	
Date of Signature	

Notes:

When completed, print a copy and sign. Submit the signed copy as part of the bid.



Terms of Reference: NT004-2022 Appointment of service provider to render professional services for infrastructure related services to the NT ICT for three (3) years

12. ANNEXURE B: FINANCIAL EVALUATION GUIDELINE

For financial evaluation purposes, the service provider must provide a fixed rate per hour for a resource, as per the template provided as Annexure B- Professional Services Hourly Rates table.



Special Conditions of Contract

NT004-2022:

**APPOINTMENT OF SERVICE PROVIDER(S) TO RENDER PROFESSIONAL SERVICES FOR
INFRASTRUCTURE RELATED SERVICES TO NATIONAL TREASURY (NT) INFORMATION
AND COMMUNICATION TECHNOLOGY (ICT) FOR THREE (3) YEARS**

CLOSING DATE: 27 MAY 2022 AT 11:00 AM

VALIDITY PERIOD: 90 DAYS

S U P P L Y C H A I N M A N A G E M E N T

A LEGISLATIVE AND REGULATORY FRAMEWORK

This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with of the Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract takes precedence.

1. EVALUATION PROCESS AND CRITERIA

1.1. All bids will be evaluated in terms of functionality and preference point system which comprises of the following:

1.1.1 Phase I: Initial screening process

In terms of National Treasury Instruction No. 4A of 2016/2017 regarding the National Central Supplier Database (CSD), all bidders must register on the CSD to provide the following information to be verified through the CSD:

- a) Business registration, including details of directorship and membership;
- b) Bank Account holder information;
- c) In the service of the State status;
- d) Tax compliance status;
- e) Identity number;
- f) Tender default and restriction status; and
- g) Any additional and supplementary verification information communicated by National Treasury.

1.1.2 Phase II: Functionality evaluation as per attached Terms of Reference

- a) Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference.
- b) Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring the

respective bids will evaluate and score all bids based on their submissions and the information provided.

- c) Bidders will not rate themselves, but need to ensure that all information is supplied as required.
- d) The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.
- e) The panel members will individually evaluate the responses received against the following criteria as set out below: each individual criterion on the score sheet using the following scale:

Evaluation Criteria	Weight%	Scoring Criteria
<p>1. Company Experience (Scoring criteria will be based on Table 1: Technology Stack above and a spreadsheet for formulas will be used to do evaluations.)</p>	15%	<p>Level 5 = Score 9 Level 4 = Scores between 5,5 - 8,9 Level 3 = Scores between 5,4 Level 2 = Scores between 2,5 -5,3 Level 1 = Scores between 1 - 2,4</p>
<p>2. Resource Experience (Scoring criteria will be based on Table 2: Resources per Required Service above and a spreadsheet for formulas will be used to do evaluations)</p>	40%	<p>5 = Score 10 4 = Scores between 8 - 9 3 = Scores between 6 - 7 2 = Scores between 4- 5 1 = Scores 1 -3</p>
<ul style="list-style-type: none"> • Proven Technical Competencies (aligned to the required services to be rendered) • Previous Proposed solution • Previous Implementation Plan. • Provide a list of similar projects completed, as per Annexure 2; attach an appointment letter for the services rendered within the borders of South Africa in the past 5 year, as per the evidence provided. 	20%	<p>5 = Excellent (Previous proof of implementation plan; proposed solution and 5 or more similar projects completed as per Annexure 2 template, aligned to the services to be rendered)</p> <p>4 = Very Good (Proof of previous implementation plan; proposed solution and 4 X similar projects completed as per Annexure 2 template, aligned to the services to be rendered)</p> <p>3 = Good (Proof of previous implementation plan; proposed solution and 3 X similar projects completed as per Annexure 2 template, aligned to the services to be rendered)</p> <p>2 = Average (Proof of previous implementation plan; proposed solution and 2 X similar projects</p>

		<p>completed as per Annexure 2 template, aligned to the services to be rendered)</p> <p>1 = Poor (No proof of previous implementation plan; proposed solution and 1 X similar project completed as per Annexure 2 template, aligned to the services to be rendered)</p>
<p>3. Quality of work</p> <ul style="list-style-type: none"> Review quality of the work rendered from previous clients as per the evidence provided under Criteria 3 (Previous Proposed Plan and Previous Implementation Plan). Evidence provided will be analysed based on <ul style="list-style-type: none"> Industry Standard Methodologies, Frameworks, Project Management Governance. Close out reports for the services / similar projects rendered as per evidence submitted on criteria 3 will be used to evaluate this section. Client's acceptance letters /recommendation reports. 	25%	<p>5 = Excellent (More than 5 of the listed quality of work evidence)</p> <p>4 = Very Good (Any 4 of listed Quality of work evidence)</p> <p>3 = Good (Any 3 of listed quality of work evidence)</p> <p>2 = Average (Any 2 of listed quality of work evidence)</p> <p>1 = Poor (No proof of industry standard methodologies, frameworks, project management governance, close out report, client acceptance letters/recommendation letters aligned to aligned to the services to be rendered)</p>
Total	100%	
Minimum Threshold	60%	

- f) Individual value scores will be multiplied with the specified weighting for the criterion to obtain the marks scored for all elements. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- g) This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 60% for functionality will be evaluated and scored in terms of pricing and socio-economic goals as indicated hereunder.
- h) Any proposal not meeting a minimum score of 60% for functionality proposal will be disqualified and the financial proposal will remain unopened

- i) The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.

1.1.4 Phase III: Price/Financial stage and B-BBEE

Price/ Financial proposals must be submitted in South African Rand.

NT reserves the right to negotiate rates submitted by bidders.

2. EVALUATION CRITERIA

- a. The following formula will be used to calculate the points for price in respect of bidders with a Rand value below R50 000 000 Per National Treasury Procurement Policy.

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

A maximum of 20 points may be awarded to a bidder for being a Broad-Based Black Economic Empowerment (BBBEE) contributor as stipulated on the National Treasury Preferential Procurement Policy. For this bid, the maximum number of BBBE points that could be allocated to a bidder is indicated in paragraph 2.1.

- c. The State reserves the right to arrange contracts with more than one contractor.

2.1 POINTS

Bidders are required to submit valid original or certified copies of their B-BBEE Document Level Certificates from a SANAS accredited verification agency or sworn affidavit. Failure to submit this document will to no award of BBBEE points. The 80/20 preference points systems will be applied in accordance with the formula and applicable points as per the table below.

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

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

- d. The points scored by a bidder in respect of points indicated above will be added to the points scored for price.
- e. National Treasury may, before a bid is adjudicated or at any time, require a bidder to substantiate claims made with regard to their B-BBEE status.
- f. Points scored will be rounded off to the nearest 2 decimals.
- g. In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for B-BBEE status as per the policy. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.
- h. A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.
- i. Joint Ventures, Consortiums and Trusts**
- A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
 - A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
 - Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. National Treasury will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.
 - The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, with the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

3. MANDATORY REQUIREMENTS

3.1 Registration on Central Supplier Database (CSD)

FAILURE TO ADHERE TO THE CONDITIONS OF THE BID WILL LEAD TO DISQUALIFICATION.

4. TAX COMPLIANCE STATUS

4.1 Bids received from bidders with a non-compliant tax status may be disqualified with failure to update the Tax Status within 7 days.

5. VALUE ADDED TAX

5.1 All bid prices must be inclusive of 15% Value-Added Tax where applicable.

6. CLIENT BASE

6.1 National Treasury reserves the right to contact references during the evaluation and adjudication process to obtain information.

7. LEGAL IMPLICATIONS

Successful service providers will enter into a service level agreement with National Treasury.

8. COMMUNICATION

National Treasury may communicate with bidders for, among others, where bid clarity is sought, to obtain information or to extend the validity period. Any communication either by facsimile, letter or electronic mail or any other form of correspondence to any government official, department or representative of a testing institution or a person acting in an advisory capacity for the National Treasury in respect of this bid between the closing date and the award of the bid by the bidder is prohibited.

9. LATE BIDS

Bids received at the address indicated in the bid documents, after the closing date and time will not be accepted for consideration and where applicable, be returned unopened to the bidder.

10. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Special Conditions by bidders will result in such bids being disqualified.

11. PROHIBITION OF RESTRICTIVE PRACTICES

- a. In terms of section 4(1) 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:
 - directly or indirectly fixing a purchase or selling price or any other trading condition;
 - dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
 - collusive bidding.
- b. If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and 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.

11. FRONTING

- a. The National Treasury supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the National Treasury condemns any form of fronting.
- b. The National Treasury, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

12. PRESENTATION

- 12.1 National Treasury may require presentations/interviews from short-listed bidders as part of the bid process.

13. TIMEFRAMES AND FORMAL CONTRACT

Successful bidder(s) will enter into formal contract with the National Treasury.

14. PACKAGING OF BID

The bidder shall place both the sealed Technical Proposal and Price/ Financial Proposal envelopes into an outer sealed envelope or package, and must be clearly marked as follows:

15.1 FUNCTIONALITY/TECHNICAL PROPOSAL

Bid No: NT004-2022

Description: NT004-2022: APPOINTMENT OF SERVICE PROVIDER(S) TO RENDER PROFESSIONAL SERVICES FOR INFRASTRUCTURE RELATED SERVICES TO NATIONAL TREASURY (NT) INFORMATION AND COMMUNICATION TECHNOLOGY (ICT) FOR THREE (3) YEARS.

Bid closing date and time: 27 May 2022 AT 11H00

Name and address of the bidder:

In this envelope, the bidder shall only address the technical aspects of the bid.

15.2 PRICE/ FINANCIAL PROPOSAL

Bid No: NT004-2022

Description: NT004-2022: APPOINTMENT OF SERVICE PROVIDER(S) TO RENDER PROFESSIONAL SERVICES FOR INFRASTRUCTURE RELATED SERVICES TO NATIONAL TREASURY (NT) INFORMATION AND COMMUNICATION TECHNOLOGY (ICT) FOR THREE (3) YEARS.

Bid closing date and time: 27 May 2022 AT 11H00

Name and address of the bidder:

In this envelope, the bidder shall provide the price/ financial proposal.

The Technical Proposal envelope must contain one original hard copy document, clearly marked "Original", and four (4) hardcopies, clearly marked "Copy". Bidders may attach soft copies in a USB format

16 CONTACT DETAILS

Supply Chain Management, 4th floor at National Treasury,

Private Bag x 115, Pretoria, 0001

Physical address: 240 Madiba Street (Vermeulen), Pretoria

For General enquiries: NTAdministrativeTenders@Treasury.gov.za

4. Business Continuity Consultant									
5. Business Intelligence Developer/Consultant									
6. ICT Infrastructure and Network Manager									
7. Disaster Recovery Consultant									
8. Data Centre Operations Technician									
9. Network Administrator									
10. Security Administrator									
11. Telecommunication Technician									
12. Infrastructure Administrator									
13. Desktop Support Technician									
14. Application/Systems Architect									
Total									

The financial proposal for this assignment should cover for all assignment activities and outputs enumerated above.

2. Period required for commencement with project after acceptance of bid _____

3 Are the rates quoted firm for the full period? Yes/No

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

Any enquiries regarding bidding procedures may be directed to –

Department: National Treasury

E-mail address: NTAdministrativeTenders@Treasury.gov.za

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 State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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.

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:

.....
.....

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.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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.

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.

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

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

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

.....
Signature Date

.....
Position Name of bidder

DEPARTMENT OF NATIONAL TREASURY



PLEASE COMPLETE QUESTIONNAIRE A OR B

**Contractors'/Suppliers' Questionnaire – Individuals:
Questionnaire A**

Please answer the questions by marking the appropriate column with an "X".
Please do not leave out any question relating to your specific circumstances.

Contractor/Supplier Name:	
Natural Persons:	
Surname:	
Initials:	
First two names:	
Title:	
ID number or passport number:	
Nationality:	
Income Tax reference number:	
Date of birth:	
If not a citizen of the RSA, furnish a certified copy of a work permit:	
Postal address and code:	
Residential address and code:	
Telephone numbers:	
Facsimile numbers:	
E-mail address:	
If in possession of a tax clearance certificate or exemption certificate (IRP30), furnish a certified copy thereof:	
Jurisdiction in which contractor is "ordinarily resident" i.e. place of permanent residence:	

DEPARTMENT OF NATIONAL TREASURY

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	Question	Yes	No
1.	Do you supply services on behalf of a Labour Broker?		
2.	Are you subject to the control or supervision of the National Treasury (NT)? Including, but not limited to, the following: <ul style="list-style-type: none"> • The manner of duties performed; • The hours of work; • The quality of work. 		
3.	Are you paid at regular intervals i.e. daily, weekly, monthly etc? (If the payments are made at regular intervals or by a rate per time period)		
4.	Will payment to you include any benefits? Including, but not limited to, the following: <ul style="list-style-type: none"> • Leave pay; • Medical aid; • Training; • Sick Leave. 		
5.	Will, or have you be/been in the full time employment of the NT?		
6.	Will you require of the NT to provide any equipment, tools, materials or office space, in order to fulfil the contract?		
7.	Do you supply these, or similar, services only to the NT and not to any other client or the general public?		
8.	Will you be required to work more than 22 hours per week?		
8.1	If "yes", will payment be made on an hourly, daily weekly or monthly basis?		
8.2.1	Will you work solely for the NT?		
8.2.2	Will you provide a written statement to this effect?		
Non-Residents of the RSA			
9.	Will you return to your jurisdiction of residence upon the termination of the contract?		
10.	Is the contract to exceed a period of three years?		
11.	Will you be returning to the jurisdiction of residence during the course of the contract? If so, for what periods of time?		
12.	Is your employer resident in the Republic of South		

DEPARTMENT OF NATIONAL TREASURY

Question		Yes	No
	Africa or does a permanent establishment or branch represent the employer in the Republic?		
13.	If a permanent establishment or branch represents the employer in the Republic, will your salary be paid from such permanent establishment or branch?		
14.	Will you be required to perform any work outside of the Republic?		
15.	Do you agree to submit copies of your passport should the NT, so require?		

PARTICULARS OF PERSON ACTING AS REPRESENTATIVE OF THE ENTERPRISE

I, the undersigned, confirm that the information provided above is accurate, and that while in receipt of payment from NT, will inform NT of any changes that take place pertaining the information provided above.

Representative's Full Names:	Capacity:	Contact number:
Signature:		Date:

DEPARTMENT OF NATIONAL TREASURY



PLEASE COMPLETE QUESTIONNAIRE A OR B

**Contractors'/Suppliers' Questionnaire – All Service Providers
(excluding Individuals): **Questionnaire B:****

Please answer the questions by marking the appropriate column with an "X".
Please do not leave out any question relating to your specific circumstances.

Contractor/Supplier Name:	
Corporate Contractors (including companies, close corporations and trusts):	
Registered name and furnish a certified copy of registration:	
Nature of legal entity:	
Trade name:	
Registration number:	
Date of incorporation:	
Jurisdiction of incorporation:	
Jurisdiction where effective management is performed:	
Income tax reference number:	
Employees' Tax reference number:	
Value Added Tax number and furnish a certified copy of VAT 103 Certificate:	
Postal address and code:	
Physical address and code:	
Telephone numbers:	
Facsimile numbers:	
E-mail address:	

DEPARTMENT OF NATIONAL TREASURY

Question		Yes	No
1.	Are you a "Labour Broker" i.e. do you provide payment for supplying the National Treasury (NT) with a person/s? If so, furnish a certified copy of an IRP30, which is valid for the period of the contract.		
2.	Is the service to be rendered personally by any person, who is a connected person, in relation to the entity? (For example a shareholder, member or their direct family)		
3.	Do you employ four or more employees on a full time basis throughout the year, excluding connected parties? If so, are these employees engaged in rendering the service to the NT? (For example secretarial employees would NOT be so engaged)		
4.	Would you be regarded as an employee of the NT if the service was rendered by the person directly to the NT, other than on behalf of the contractor?		
5.	Do you, the Company, Close Corporation or Trust receive any form of training supplied or paid for by NT? If "yes", please specify the nature and extent of the training:		
6.	Are you, the Company Close Corporation or Trust free to choose which tools or equipment, or staff, or raw materials, or routines, patents and technology to use in performing your main duties?		
7.	In order to perform your main duties, do you, or does such a person, Company, Close Corporation or Trust, use any tools or equipment supplied or paid for by NT? If "yes", please state the nature thereof:		
8.	Are you subject to the control or supervision of the NT, as to the manner in which, or hours during which, the duties are performed or are to be performed in rendering the service?		
9.	Will the amounts paid or payable in respect of the service consist of, or include, earnings of any description, which are payable at regular daily, weekly, monthly, or other intervals?		
10.	Will more than 80% of your income, during the year		

DEPARTMENT OF NATIONAL TREASURY

Question		Yes	No
	of assessment, from services rendered, consist of or be likely to consist of amounts received directly or indirectly from any one client , or any associated institution, in relation to the client?		
11.	Does your contract contain any elements of an employment contract? [i.e. Job titles, reporting structure in organisation, fixed working hours, employment benefits, performance bonuses (excluding bonus and penalties for early or late delivery)]		
12.	Does your contract contain any clause that will enable you to receive payment, even if no work was done?		
13.	Have you ever been classified as a Labour Broker or personal services company (including Close Corporation and Trust) by SARS or any other client?		
14.	If the answer to question 13 was "yes", did anything change that no longer classifies you as a labour broker or personal services company? If "yes", elaborate:		

PARTICULARS OF PERSON ACTING AS REPRESENTATIVE OF THE ENTERPRISE

I, the undersigned, confirm that the information provided above is accurate, and that while in receipt of payment from NT, will inform NT of any changes that take place pertaining the information provided above.

Representative's Full Names:	Capacity:	Contact number:
Signature:		Date:

GOVERNMENT PROCUREMENT

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

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.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable

difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

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

28. Limitation of liability

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss

or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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