

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)							
BID NUMBER: DBE177		CLOSING DATE: 04 March 2022			CLOSING TIME: 11:00		
DESCRIPTION		Appointment of a service provider or a consortium of service providers to provide Local Area Network (LAN) infrastructure upgrade for the National Department of Basic Education					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
MAIN ENTRANCE / RECEPTION, SOL PLAJIE HOUSE							
DEPARTMENT OF BASIC EDUCATION							
222 STRUBEN STREET							
PRETORIA							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON		Ms N Metula		CONTACT PERSON		Ms T Dumezulu	
TELEPHONE NUMBER		012 357 3134		TELEPHONE NUMBER		012 357 3621	
FACSIMILE NUMBER		N/A		FACSIMILE NUMBER		N/A	
E-MAIL ADDRESS		Tenders@dbe.gov.za		E-MAIL ADDRESS		Dumezulu.T@dbe.gov.za	
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER		CODE		NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER		CODE		NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]	
		<input type="checkbox"/> Yes <input type="checkbox"/> No				<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO			
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<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 REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.							

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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

NOTICE TO ALL PROSPECTIVE BIDDERS

BID NO : DBE177
CLOSING DATE : 04 March 2022
TIME : 11:00

A non-compulsory briefing session will be held as follows:

DATE : 15 February 2022
VENUE : Microsoft Teams
TIME : (strictly) 10:00 until 11:00
CONTACT PERSON: Mr Sipho Banda
TEL. : (012) 357 3268

Bidders who are interested in joining the session should send their email addresses to Tenders@dbe.gov.za, a day before the date of the session for logistic purposes. The due date for submission of email addresses is 14 February 2022 at 15:00.

TERMS OF REFERENCE FOR A TENDER PROCESS TO APPOINT A SUITABLE SERVICE PROVIDER TO PROVIDE LAN (LOCAL AREA NETWORK) INFRASTRUCTURE UPGRADE FOR THE NATIONAL DEPARTMENT OF BASIC EDUCATION.

1. AIM

To appoint a Service Provider or Consortium of service providers, hereafter called the service provider through an open tender to provide LAN Infrastructure upgrade for the National Department of Basic Education in Pretoria Head Office.

2. PURPOSE OF THE PROJECT

To appoint a Service Provider to provide LAN Infrastructure upgrade to the National Department of Basic Education, this will be a once off project. The successful bidder will be expected to propose and Implement the LAN Infrastructure upgrade. The Service provider will be responsible for all costs of the project including Hardware, Software and Installation.

3. BACKGROUND

The Department is planning to upgrade its LAN infrastructure to meet the bandwidth and Data volumes due to the number of devices accessing the network, which is expected to continue increase and therefore; bidders need to demonstrate and bring latest designs and strategies. The network in its totality must be able to support DBE internal and external users. The number of users to be supported is approximately 1500 users.

4. SCOPE OF WORK/ DELIVERABLES

The scope of the requirements is to provide LAN Infrastructure upgrade of the Department which consists of the following:

4.1 Phase 1 - Solution Implementation

- 4.1.1 Replacement of current LAN shall include SD-Access (Software Defined Access)
- 4.1.2 Software Installation and Configuration
- 4.1.3 The Solution shall include EMS (Element Management System)

- 4.1.4 The proposed solution should include Wi-Fi solution, Wireless LAN Controller and ISE (Identity Service Engine)

4.2 Phase 2 – Testing and Post Implementation Support

- 4.2.1 Solution testing

- 4.2.2 Knowledge and skill transfer (Hand over training and documentation related to the project).
Post Implementation support and Optimisation (for the period of 12 months).

4.3 Technical Specification

4.3.1 Statement of Compliance - Wireless Access Point (Table 4.3.1)

No	Category	Description - Access Point shall support the following:	Compliance (Yes/No)	Comment
T-4.3.1.1	Wi-Fi 6 AP	Application visibility and control		
		Encrypted traffic visibility		
		Integrated BLE5 radio		
		Access Point shall ship with metal-based mounting bracket for durability and reliability		
		Access Point shall be able to leverage current Access Point mount kit and cable		
		Conduit (802.11n, 802.11ac AP)		
T-4.3.1.2	Software	Vendor shall offer PoE Injector option that support Multigigabit Ethernet speed		
		16 SSIDs shall be supported for 11ac client		
		Access Point shall support Non-Wi-Fi Interfere detection, Interferer classification and mitigation		
		Access Point shall support Controller-embedded operation mode including localize UI		
		Access Point shall provide Wi-Fi Alliance Passpoint 2.0 certification		
T-4.3.1.3	Controller-less AP	Access Point shall provide equal size of DRAM memory as standalone WLC appliance, to provide future-proof scalability		
		Access Point shall be able to run Wireless Controller function within AP		

		Access Point shall support Non-Wi-Fi interfere detection, interferer classification and mitigation		
		Member Access Point shall be able to connect between dedicate controller and Controller-less Access Point without manual upgrade		
		Access Point shall support local RADIUS/EAP server, scale up to 2,000 client's internal database		
		Access Point shall be able to run raw 802.11 packet capture on fly without reboot or change mode		
		Deep-Packet Inspection-based, recognized application usage statistics shall reflect actual usage amount		

4.3.2 Statement of Compliance – Server-farm Switches (Table 4.3.2)

No	Category	Description – The categories of Server farm switches shall support the following:	Compliance (Yes/No)	Comment
T-4.3.2.1	Platform	Support for mGig downlink ports (1G/10G/25G - up to 96x ports)		
		Support for mGig uplink ports (40G/100G QSFP28 - up to 12x ports)		
		Must support FC-FEC and RS-FEC ports		
		Each unit should not exceed 2RU in height		
		Minimum of 24GB DRAM		
		Minimum of 128GB SSD		
		Support for up to 256000 MAC addresses		
		Must support a switching capacity of 7.2Tbps		

T-4.3.2.2	Programmability	Fans and PSU's must be FRU compatible		
		Uplink ports must be FRU compatible		
		Must run a stable, purpose built, robust and feature-rich OS that has been tried and tested in field		
		Platform must be fully redundant		
T-4.3.2.3	Software	Must support Netconf and Restconf API's to simplify the configuration process		
		Must support auto provisioning (day zero)		
		Must integrate with config management applications including Ansible, Chef, Puppet and SALT		
		Feature universal API's for CLI functions		
		Full L3 capabilities including BGP, OSPF, EIGRP and RIPv2		
		Support for multicast including Protocol Independent PIM-SM, SSM, and MSDP		
		Must support MPLS		
		Support MACSec functionality		
		Must feature traffic engineering capabilities		
		Must support VX-LAN		
		Must feature drop prevention and bandwidth reservation mechanisms		
		Must have the ability to configure SPAN/RSPAN		
		Must support ECMP		
		Must have a mechanism for buffer management		
		Must have the ability to export analytical data		
		FC and FCoE support		
		Robust, modular operating system		

T-4.3.2.4	SDN Support	Support for Virtual Networks i.e. VRF		
		Must have SDN support		
T-4.3.2.5	Assurance	Ability to perform assurance on a network level		
		Proactive approach to infrastructure problem resolution		

4.3.3 Statement of Compliance - Network Management System (Table 4.3.3)

No	Category	Description -The Network Management System shall support the following:	Compliance (Yes/No)	Comment
T-4.3.3.1	Assurance	A single dashboard for all management tasks		
		Daily and weekly reports to provide a summary of the network performance		
		High-level overview of the health of every network device and client on the network, wired or wireless		
		General overview of the operational status of every network device		
		Highlight poorly connected devices or communication issues, and provide suggested remediation		
		Highlight poorly connected clients or communication issues, and provide suggested remediation		
		General overview of the health of all applications on the network		
		Highlight business-relevant application issues, and provide suggested remediation		
		Support the streaming of near-real-time telemetry information		

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		Periodically scan the network to create a 'single source of truth' for IT by collecting inventory of network devices and software images	
		The management of the network in a hierarchical fashion by allowing the addition of areas and buildings on a geospatial map, and define configuration profiles such as DHCP, DNS, AAA, etc	
		Support zero-touch provisioning for new devices.	
		Manage software upgrades and control the consistency of image versions and configuration across the network	
		Workflow templates for replacement of network devices, restoration of operating system, configuration, and licenses.	
		Intent-based workflows for simplified wireless deployment and automation	
		Device tagging in order to associate devices that share a common attribute.	
		Creation of policies based on business intent for a particular part of the network, where users can be assigned policies for the services that they consume.	
		The assignment of policies to applications based on business relevance.	
		The detection of threats to the network and provide detailed threat analysis	
		Allow for the clustering of the two switches into a single logical entity to enhance network design, high availability, and scalability, and management.	
		Configurations for ENFV topologies and routing, e.g. SPAN sessions, port mirroring, and packet capture.	
		The identification and classification of endpoint devices on a campus network using DPI, Machine Learning, and telemetry.	

	The Network Management System SD-Access shall support the following:		
T-4.3.3.3	SD-Access	Device health views for client, AP, WLC, and switch, i.e., CPU, memory, temperature, line cards, modules, stacking, PoE, TCAM Connectivity health views, i.e., control-plane, DHCP, DNS, and AAA Wireless LAN Controller stateful switchover Sleeping wireless client timeout Policy-protected Command Line Interface (CLI) configuration Software image and patch management License management Backup and restore Task scheduling Group-based access control policies Automated inter site connectivity on campus networks End-to-end policy and segmentation IPv6 wired and wireless endpoints that are dual stacked Changing of authentication modes for devices Site-specific authentication templates to enable unique templates for each site in conjunction with global authentication template	
	The Network Management System Scalability should support the following:		
T-4.3.3.4	Scalability	up to 5000 devices (switches, routers, wireless controllers) up to 12000 wireless access points up to 100 000 concurrent endpoints	

	up to 2000 wireless controllers	
	up to 480 000 ports	
	up to 20 fabric domains	
	up to 2000 fabric sites	
	up to 1000 fabric devices per fabric site	
	up to 25 000 group-based policies	
	up to 600 IP pools per site	

4.3.4 Statement of Compliance - Campus LAN (SD-Access) – (Table 4.3.4)

No	Category	Description- The categories of the SD- Access must support the following:	Compliance (Yes/ No)	Comment
T-4.3.4.1	Platform	Support for mGig ports (100M/1G/2.5G/5G/10Gbps)		
		Support for PoE+ and/or UPoE		
		Minimum of 8GB DRAM		
		Minimum of 16GB Flash		
		Support for up to 32000 MAC addresses		
		Must support a switching capacity of 580Gbps		
		Fans and PSU's must be FRU compatible		
		Uplink ports must be FRU compatible		
		Uplink ports must support 25G and 40G		
		Ability to stack for ease of scaling and added capacity		
		Must have the ability to consolidate, manage and distribute power to/from each device in the stack		

		Must run a stable, purpose built, robust and feature-rich OS that has been tried and tested in field		
		Platform must be fully redundant		
T-4.3.4.2	Programmability	Must support Netconf and Restconf API's to simplify the configuration process		
		Must have Zero Touch Provisioning capability with a plug and play agent		
		Must have a "push based" mechanism for telemetry streaming		
		Must have support for Guestshell/Python scripting		
		Must have the ability to host applications/tools locally		
T-4.3.4.3	Software	Full L2/L3 capabilities		
		Support for full Netflow		
		Support for incremental OS/firmware upgrade/patching		
		Support for 256 bit MACSec functionality		
		Ability to failover gracefully between redundant devices or modules		
		Ability to identify and remediate anomalies within the network		
		Support for Multicast DNS (mDNS)		
		Ability to mirror port traffic to a remote destination port		
		Support for Jumbo frame		
		Support AVB (Audio Video Bridging, PTP1588)		
T-4.3.4.4	SD-Access	Support for Virtual Networks i.e. VRF		
		Support for Fabric Wireless device connectivity		

		Support for Embedded Wireless		
		Ability to create a fabric environment with just one device		
		Support for IoT device connectivity		
T-4.3.4.5	Assurance	Ability to perform assurance on a fabric, network and client level.		
		Ability to analyse traffic up to layer 7		
		Ability to control application traffic using a network-based identification mechanism		

4.3.5 Statement of Compliance – Core Routing Switching (Table 4.3.5)

No	Category	Description- The categories of core routing switching support shall the following:	Compliance (Yes/ No)	Comment
T-4.3.5.1	Platform	Up to 16GB DRAM		
		Up to 16GB Internal Storage		
		Support for 40GB and 100GB QSFP modules		
		Support for 1GB, 10GB and 25GB SFP modules		
		Ability to stack for ease of scaling and added capacity		
		Must have the ability to consolidate, manage and distribute power to/from each device in the stack		
		Must support a switching capacity of 3.2Tbps or more		
		Support for up to 82000 MAC addresses		
		Must run a stable, purpose built, robust and feature-rich OS that has been tried and tested in field		

		Must be Bluetooth ready (Management port)		
T-4.3.5.2	Programmability	<p>Must support Netconf and Restconf API's to simplify the configuration process</p> <p>Must have Zero Touch Provisioning capability with a plug and play agent</p> <p>Must have a "push based" mechanism for telemetry streaming</p> <p>Must have support for Guestshell/Python scripting</p> <p>Must have the ability to host applications/tools locally (storage for container-based application tools)</p>		
T-4.3.5.3	Software	<p>Advanced routing features such as MPLS, VPNs (L2 & L3), MVPN, NAT, PAT, BGP, VXLAN, OSPF, RIP, EIGRP</p> <p>Must support VPN routing and VRF's</p> <p>Must support ACLs</p> <p>Must have the ability to configure QoS, to manage bandwidth</p> <p>Ability to failover gracefully between redundant devices or modules</p> <p>Support for incremental OS/firmware upgrade/patching</p> <p>Must support up to 98,000 Flexible NetFlow (FNF) entries in hardware</p> <p>Must support up to 212,000 routing entries (IPv4/IPv6)</p> <p>Must support AES-256 with MACSec 256 bit encryption</p> <p>Support for Jumbo Frame (up to 9,216 bytes)</p> <p>Must have the ability to create sub-interfaces</p> <p>Support for Multicast DNS (mDNS)</p>		

		Must support PIM (Multicast)		
		Must Support MPLS/VPLS		
		Support AVB (Audio Video Bridging, PTP1588)		
T-4.3.5.4	SD-Access	Support for Virtual Networks i.e. VRF		
		Support for Fabric Wireless device connectivity		
		Support for Embedded Wireless		
		Ability to create a fabric environment with just one device		
		Support for IoT device connectivity		
T-4.3.5.5	Assurance	Ability to perform assurance on a fabric, network and client level.		
		Ability to analyse traffic up to layer 7		
		Ability to control application traffic using a network-based identification mechanism		

4.3.6 Statement of Compliance - Wireless LAN Controller (Table 4.3.6)

No	Category	Description- The categories Wireless LAN Controller Shall Support the following:	Compliance (Yes/ No)	Comment
T-4.3.6.1	Wi-Fi 6 Wireless LAN Controller (Multiple platforms)	Deployment flexibility without compromising any features		
		80 Gbps tunnelling capacity		
		Modular uplink capabilities for future proofing		
		Option to be embedded into switch		
		40G, 100G uplink options		

		Patching for Wireless AP		
		New AP hardware without need for upgrading/ rebooting controller		
		Encrypted Threat Analytic		
		Web Content Filtering		
		Assurance use cases		
		Automation for multi-site management		
		location services		
		Multiple PSK keys		
		Guest lobby management		
		Various programmability and telemetry using NETconf, RESTconf, YANG model etc.		

		shall be 802.1AE, MACsec Ready		
		Provide software-defined TAG-based network segmentation, reducing ACL maintenance, complexity and overhead		
		4 or more Gigabit Ethernet Interfaces and IEEE 802.3bz based multi-rate GE (1/2.5/5Gbps) port		
		up to 3000 concurrent wireless clients		
		be able to drive up to 4Gbps Throughput		
		Multiple PoE Out ports		
		up to 150 Access Points and AP license should be transferable to different types of controllers		
		Dedicate redundant port for High Availability		
		Dedicate out of band service port for High Availability		
		Fan-less model for installation where branch does not have dedicate server or network rack		
		Over-the-Air Controller Provisioning without using Console or CLI		
		N+1 redundancy		
		3,000 Access Points or more per single VM instance		
		support 32,000 connected clients per single VM instance		
		have optimal VM HW resource requirement and shall be fully supported with 2 vCPU, 8GB Memory 8GB Disk space		
T-4.3.6.5	High Availability	High Availability mode shall support controller inline data plane mode as well as local switching mode and Mesh mode		

		High Availability mode shall allow geographically dispersed installation between Controllers		
		The controller failover shall not trigger client de-authentication and re-association		
		Heartbeat interval shall not be longer than 100msec		
		The controller shall support hot WLC software patching for fixing bugs		
		Hot AP software patching for fixing bugs		
		New AP hardware without need for upgrading entire controller software.		
		Rolling AP upgrade		
		Rolling AP upgrade without need for clustering		
		The redundant Controller shall sync Access Point and Client Status, including DHCP IP lease status		
T-4.3.6.6	Software	Access Point shall be able to proactively distribute Client connection before and after association		
		The controller shall support standard-based, secure AP-Controller data & control protocol like CAPWAP. protocol that has known vulnerability like PAPI cannot be used.		
		Inter-Controller Wireless Roaming		
		Maintains per-user Application usage and shall be able to export it for network analytic.		
		Multi Languages options from embedded GUI Management		

		Provide per-Client Connection Scoring and provide reasoning of Client Connection Score		
		Cellular offload using IPv6 tunnelling to Mobile Core network		
T-4.3.6.7	RF Management	The controller shall be able to support multiple RF Management profile per group of APs, including Transmit Power Control and Dynamic Channel Assignment on both 2.4GHz and 5Ghz		
		The controller shall be able to identify and avoid interferers with network performance impact analysis report		
		The controller shall support optimized, automatic channel width (20~160Mhz) selection over 5GHz, 802.11ac		
T-4.3.6.8	Mesh	Mesh AP nodes shall provide quick convergence and fast failover to new root mesh node		
		Mesh Backhaul interface shall support full duplex operation using wired daisy chaining		
		Mesh AP shall support fast roaming for Wired-client through wired-to-wireless bridge client		
T-4.3.6.9	Application Recognition and Control	The controller shall support per-user and per-WLAN based application recognition and control that throttle usage by rate-limiting		
		The controller application recognition technology shall support exporting to 3rd party compatible format, such as NetFlow v9		

		The controller shall provide policy-based mDNS gateway including chromecast gateway		
		The controller shall support new application signatures without upgrading controller software		
T-4.3.6.10	Qos/VoiceVideo	<p>The controller shall provide OS-level VoIP integration with Mobile Device, provides FMC (Fixed Mobile Convergence) solution</p> <p>Access Point shall support Apple FastLane</p> <p>Access Point shall be able to support 802.11r-based fast roaming and generic WPA2 devices under same SSID</p> <p>The controller shall be able to prioritize Skype4Business call as a per-user Application prioritization policy.</p> <p>Access Point shall defer off channel scanning upon activity of high priority traffic</p> <p>Access Point should support Load-based Call Admission Control</p> <p>The controller shall provide options to choose trustworthy QoS tag from multiple sources (DSCP, UP) and maintains priority tag over end-to-end network</p>		
T-4.3.6.11	BYOD and Security	<p>The controller shall provide Device Profiling using multiple profiling methods to reduce false-detection</p> <p>The system shall provide secure onboarding service for both employee and guest based on standard-based security protocol</p>		

		The controller shall be able to embedded custom web portal page (HTML) to fully customize user experience without additional cost or extra box		
		The controller shall provide rule-based rogue classification and automatically run rogue mitigation action		
		The controller shall be able to detect employee device connection to Rogue Access Point and contain it automatically		
		The controller shall support Content Security using DNS integration, Web Classification shall be fully customizable		
		The system shall support control plane encryption on both IPv4 and IPv6		
		The Controller's image upgrade shall be done through secure, encrypted transport		
		The controller shall be able to provide unique pre-shared keys to the devices that do not support the 802.1x security protocol		
		The controller shall provide FIPS-140/CC certification, including certification pending		
		The controller shall support Identity PSK for on boarding		
		The controller shall support Umbrella integration		
		Identification & mitigation of threats inside encrypted traffic		
T-4.3.6.12	Network Configuration	The controller shall support mapping of specific VLANs to single SSID, depending on Access Point location and user		

		<p>The controller shall support automatic VLAN assignment per SSID to load-balance user connection.</p> <p>Embedded best practice configuration profile and setup</p> <p>Monitoring and provisioning from Mobile App, supporting iOS and Android</p> <p>Support packet fragmentation between Access Point and controller communication</p> <p>The controller shall provide concentrator feature for all of telecommuter user and business traveller</p> <p>The controller shall not have fixed regulatory domain setup to maintain single inventory for global deployment</p>		
T-4.3.6.13	Analytics	<p>The controller shall display the client-side network information such as client-RSSI, dis-association reason, etc.</p> <p>The controller shall be able to display Apple iOS 11 or later version information</p>		
T-4.3.6.14	Mobility Service (On-Prem)	<p>The system shall offer API to integrate mobile App, to integrate proximity-based service, like push notification service</p> <p>The system shall provide location Analytic service that provides real-time live analytic of demographic information</p> <p>The system shall support location accuracy of +/- 1~3 meter. Shall not require special Client App</p>		

		Vendor shall offer BLE Beacon options that supports Multi-tenancy (Multiple UUID per a Beacon Hardware)		
		The system shall support redundancy, High Availability feature		
		The system shall offer analytic dashboard for guest access usage info		
		Location Service system shall be independent with Network Management System		
		Mobility Service system shall be able to operate in On Prem or offered as public cloud-based service		
T-4.3.6.15	Mobility Service (Cloud)	Guest Portal and Analytic system shall support unlimited number of visitors and connected user		
		Guest Portal system shall be able to support regardless On-Prem or Cloud-based Management architecture		
		Guest Portal system shall support Social ID based login using Facebook, Instagram, Twitter and LinkedIn		
		AAA system shall support not just Wireless but Wired network components such as Switch, FW and VPN using RADIUS and TACACS+		
		Security network policy such as ACL, MACsec and security tag that used for network segregation.		
		Provide fully customizable Guest portal services		
		Provide bi-directional API to extend policy control to use SIEM system, including Splunk as remediation system		

		Customizable endpoint profiling to support newly discovered devices without upgrade		
		Endpoint location based on wireless triangulation		
		Provide various Certification Provisioning Portal		
T-4.3.6.16	Network Management	<p>Zero-touch Network Infrastructure deployment that spans AP, Switch and Router.</p> <p>AP shall be able to discover Controller and NMS over WAN and automatically join to it without pre-staging</p> <p>Network Management System shall provide High Availability feature, including Online, real-time Database and File sync.</p> <p>Field Engineer shall be able to provision Day-1 device configuration using Mobile App</p> <p>Network Management shall be able to display end-to-end Path Analysis, from any (wired or wireless) client to any client. Identify port number or device type</p> <p>Network Management System shall be able to provide OSI-layer based Network Topology View that can display multiple Sites including WAN links</p> <p>Network Management System shall be able to provide OSI-layer based Network Topology View that can display multiple Sites including WAN links</p>		

		Network Management System shall draw area of Impact on each malicious rogue AP devices		
		Central Network Management shall provide concurrent network management on both On Prem or Cloud-based management devices		
		Central Network Management shall provide multiple language options for their GUI		
		Network Management system shall be able to support easy QoS setup per Application, across wired and wireless		

5. CURRENT EQUIPMENT TO BE UPGRADED

DEVICES	DESCRIPTION	QUANTITY
Cisco Wireless Access Point	AIR-CAP3502I-E-K9	37
Cisco Wireless Lan Controller (WISM2 Blade)	WS-SVC-WISM2-1-K9	2
Access Switches	WS-C3750E-48PD	46
Server Farm switches	WS-C4948-10GE	2
Core Switches Cisco Systems, Inc. Catalyst 6500 9-slot Chassis System"	WS-C6509-E	2

6. REQUIREMENTS AS PER THE TECHNICAL SPECIFICATIONS

	ITEM	Quantity
1	Core Switches HA Pair with dual 40G links	2
2	Access Switches including 19 Dual Uplinks for Stacking to Core Switches with 10/25G SFPs	57
3	Network Management System supporting DNA Centre (Gen 2)	1
4	Server Farm Switches connecting to Core Switches with 40G Links	2
5	Wireless Lan Controller	2
6	Wireless Access Points	37
7	Identity Service Engine – Small Appliance	2

- 6.1 The Department requires the Services as indicated on the background and scope of work.
- 6.2 The bidder must return the fully completed and signed attached SBD forms. All bids must be submitted on the official forms (not to be re-typed). **Any alteration to the bidding (SBD) forms will lead to immediate disqualification.**
- 6.3 Only the successful bidder will be allowed to do a site inspection.

7. CONDITIONS

- 7.1. The bidder must strictly adhere to the requirements and timeframes of the project.

7.2. Bidders must register on the Central Supplier Database (CSD) and provide their CSD Number as required on the attached SBD1 form.

7.3. The material compiled by the Department of Basic Education (DBE) may not be used in any form or for any purpose other than the purpose stipulated in the agreement. If the service provider wishes to use such material in any other form or for any other purpose, including, but not limited to, workshops, media releases and the like, it must submit to the DBE a written motivation for approval and use of such.

7.4. In the case of any material compiled, developed, researched, commented on, or evaluated on behalf of the DBE as a result of a contractual agreement with the service provider, or any other form of material, irrespective of whether in a completed form or otherwise, all intellectual property rights relating to such material will vest in the state.

7.5. **Termination for default:** The Department, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier reserves the right to terminate this contract with the appointed service provider, in accordance with clause 23 of the General Conditions of Contract, should challenges be experienced with the service delivery and customer service to the Department.

7.6. The DBE reserves the right to change the Terms of Reference prior to the approval of the bid before the closing date of the tender.

8. BRIEFING SESSION

DBE will hold a non-compulsory virtual briefing session on a date and time as published. Bidders who wish to attend the briefing session must forward their interest via email on tenders@dbe.gov.za, a link to the virtual meeting will be provided to the interested bidders.

9. BID REQUIREMENTS

9.1. Non Mandatory requirements:

9.1.1. Bidders should return all fully completed and signed attached SBD forms (SBD1, SBD 3.3, SBD 4, SBD 6.1, SBD 8 and SBD 9).

9.1.2. If bidding as a consortium or joint venture, bidders should submit all SBD forms separately.

9.2. Mandatory requirement:

The Bidder must provide the following documents:

- 9.2.1. Curriculum Vitae of project management team.
- 9.2.2. Company profile
- 9.2.3. Qualifications of the team leader
- 9.2.4. Three relevant reference letters
- 9.2.5. Proof of hardware and vendor partnership
- 9.2.6. Project plan
- 9.2.7. Bidders must provide a full breakdown of costs informing the ceiling price for the supply of services. A ceiling price is the price paid for the total estimated time of completion of all phases and including all expenses inclusive of VAT for the project and should be fixed for the full duration of the project, See table under point 10.
- 9.2.8. All bids must be submitted on the official forms provided by the department. Any alteration to the bidding (SBD) forms will lead to immediate disqualification.
- 9.2.9. If bidding with intention of subcontracting, bidder should indicate the name/s of companies and percentages to be subcontracted.
- 9.2.10. Bidders bidding as a consortium or joint venture must provide the following information and/or documents:
 - i. an agreement signed by nominated members of both/ all consortium or joint venture partners;
 - ii. state the leading company;

Bidders who do not comply with all the Mandatory requirements (9.2.1 to 9.2.10) will be disqualified.

10. PAYMENT

One (1) Government Order will be issued with invoice payments per project milestone or phase.

Payments will be done as follows:

Phase 1 - Solution Implementation	70%
Replacement of current LAN shall include SD-Access (Software Defined Access)	
Software Installation and Configuration	
The Solution shall include EMS (Element Management System)	
The proposed solution should include Wi-Fi solution, Wireless LAN Controller and ISE (Identity Service Engine)	
Phase 2 – Testing and Post Implementation Support	30%
Solution testing	
Knowledge and skill transfer (Hand over training and documentation related to the project).	
Post Implementation support and Optimisation (for the period of 12 months).	

Support and maintenance services will be paid monthly based on the work done/ job card.	
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11. EVALUATION CRITERIA

FUNCTIONALITY	WEIGHTS
11.1. Technical and functional compliance Does the design cater for: Core switch 3 Points Server Farm switch 3 Points Access switch 3 Points Wi-Fi 2 Points	11
11.2. Company Profile and Expertise 11.2.1. Curriculum Vitae of project management team members with relevant experience (ICT Network Infrastructure & Operations) 4 ICT professionals with 2 or more relevant years of experience (Network Infrastructure & Operations) and qualifications (e.g. Cisco, Huawei, HP etc): 8 points 3 ICT professionals with 2 or more relevant years of experience (Network Infrastructure & Operations) and qualifications (e.g. Cisco, Huawei, HP etc): 6 points 2 ICT professionals with 2 or more relevant years of experience (Network Infrastructure & Operations) and qualifications (e.g. Cisco, Huawei, HP etc) 4 points 1 ICT professional with 2 or more relevant years of experience (Network Infrastructure & Operations) and qualifications (e.g. Cisco, Huawei, HP etc) 2 points	8
11.3. Relevant work experience relating to Networking and operations of the project management team Leader 5 years' experience and above 8 points 4 years' experience 6 points 3 years' experience 4 points 2 years' experience 2 points	8
11.4. Relevant Qualifications of the project team leader Degree in ICT (or ICT related course) 10 points National Diploma in ICT (or ICT related course) 8 points ICT Certificate related qualification (e.g IT Short course) 4 points ICT short course certificates (Microsoft, Oracle, AWS etc) 2 points	10

11.5. Proven service history and referees in providing the services required by the department (LAN and Infrastructure Support Services)			
11.5.1 Reference letters Provide the reference letters from contactable existing/recent clients (within past 5 years) whom we may contact for references. The letters must include: company letterhead, contact name, address, phone number, and duration of contract, a brief description of the services that you provided and the level of satisfaction. 3 letters 9 points 2 letters 6 points 1 letter 3 points			9
11.6 Proof of Hardware Vendor Partnership – Highest Partnership with Wireless, Security and Enterprise Speciality Proof of Hardware Partnership:			6
11.6.1	Switches 2 points		
11.6.2	Wi-Fi 2 points		
11.6.3	Network Management 2 points		
11.7 Proposed methodology to provide the required services including the following:			12
11.7.1. A demonstration of the project planning and coordination on how each activity will be undertaken and achieved. This can be through a model which illustrates prioritised tasks/activities of the project to show their understanding of how the project will be implemented, including time frames. <ul style="list-style-type: none"> - Project Milestone (6 points) - Proven Project Methodology (6 points) 			
11.8. Proposed plan to ensure all phases as per the scope are covered including and not limited to: 11.8.1. Phase 1 (Solution Implementation) - 16 points			16
11.8.1.1.	Implementation strategy	2 Point	
11.8.1.2.	Roles and responsibilities from service providers	2 Point	
11.8.1.3.	Roles and responsibilities of client.	2 Point	

11.8.1.4. Clearly defined scope.	2 Point		
11.8.1.5. Clearly defined milestones with end dates.	2 Point		
11.8.1.6. Define method and frequency of communication.	2 Point		
11.8.1.7. How will progress be managed?	2 Point		
11.8.1.8. How will risks be managed?	2 Point		
11.8.2. Phase 2 (Testing and Post Implementation Support) - 10 points			10
11.8.2.1. How will testing be conducted?	2 Point		
11.8.2.2. What type of documents will be done?	2 Point		
11.8.2.3. Will design plan form part of documentation?	2 Point		
11.8.2.4. What type of post implementation support would be available?	2 Points		
11.8.2.5. Draft Service Level Agreement to be drawn up	2 Points		
11.9. Knowledge and Skill transfer plan (The service provider - To provide a plan on how knowledge will be shared and transferred to DBE staff members - 5 points - Knowledge sharing documents / manuals / files for reference - 5 points			10
Total			100

Each of the criteria will be assessed and scored on the assessment sheet using the above points. **The bidder who scores less than 70 points out of 100 points on functionality will not be considered for this tender.**

Price and BBB-EE

Thereafter only qualifying bids will be evaluated in terms of 80/20 preference point system where 100 points will be used for *price only* and 20 points for *BBBEE* points. (Refer to attached SBD 6.1 form).

The following formula will be used for the calculation of price:

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

P_s = Points scored for price of bid under consideration

Pt= Rand value of acceptable bid under consideration

Pmin= Rand value of lowest bid

Bidders are required to submit a valid BBBEE certificate in order to claim preference points. Non-submission of a valid BBBEE certificate will lead to a bidder scoring 0 for preference points.

12 COMMUNICATION

- 12.1 The Department of Basic Education shall communicate with bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.
- 12.2 Any communication to any government official or a person acting in an advisory capacity for the State in respect of this bid between the closing date and the award of the bid by the bidder is discouraged.
- 12.3 All communication between the bidder and the Department of Basic Education: Supply Chain Management Office must be done in writing.
- 12.4 All correspondence regarding to this bid should be directed as per the below:

13 CONTACT DETAILS

Bid Enquiries:

Department of Basic Education: Supply Chain Management,

Tel: (012) 357 3134/3133

E-mail: Tenders@dbe.gov.za

Enquiries must be made at least seven (7) days before the closing date of the bid. The responses will be published on the eTender Publication Portal.

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.: DBE177

CLOSING TIME 11:00

CLOSING DATE: 04 March 2022.

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)	
	Appointment of a service provider or a consortium of service providers to provide Local Area Network (LAN) infrastructure upgrade for the National Department of Basic Education		
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. See paragraph 9.2.7	R.....	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	.....	R.....	..... days
	.....	R.....	..... days
	.....	R.....	..... days
	.....	R.....	..... days

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

6. Period required for commencement with project after acceptance of bid
.....
7. Estimated man-days for completion of project
.....
8. Are the rates quoted firm for the full period of contract?
.....
.....
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....

.....

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

Tenders@dbe.gov.za

Or for technical information –

Ms T Dumezulu

Tel: 012 357 3621

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

.....

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

2.10.1 If so, furnish particulars.

[illegible]

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

YES/NO

2.11.1 If so, furnish particulars:

12345678910111213141516171819202122232425262728293031323334353637383940414243444546474849505152535455565758596061626364656667686970717273747576777879808182838485868788899091929394959697989910010110210310410510610710810911011111211311411511611711811912012112212312412512612712812913013113213313413513613713813914014114214314414514614714814915015115215315415515615715815916016116216316416516616716816917017117217317417517617717817918018118218318418518618718818919019119219319419519619719819920020120220320420520620720820921021121221321421521621721821922022122222322422522622722822923023123223323423523623723823924024124224324424524624724824925025125225325425525625725825926026126226326426526626726826927027127227327427527627727827928028128228328428528628728828929029129229329429529629729829930030130230330430530630730830931031131231331431531631731831932032132232332432532632732832933033133233333433533633733833934034134234334434534634734834935035135235335435535635735835936036136236336436536636736836937037137237337437537637737837938038138238338438538638738838939039139239339439539639739839940040140240340440540640740840941041141241341441541641741841942042142242342442542642742842943043143243343443543643743843944044144244344444544644744844945045145245345445545645745845946046146246346446546646746846947047147247347447547647747847948048148248348448548648748848949049149249349449549649749849950050150250350450550650750850951051151251351451551651751851952052152252352452552652752852953053153253353453553653753853954054154254354454554654754854955055155255355455555655755855956056156256356456556656756856957057157257357457557657757857958058158258358458558658758858959059159259359459559659759859960060160260360460560660760860961061161261361461561661761861962062162262362462562662762862963063163263363463563663763863964064164264364464564664764864965065165265365465565665765865966066166266366466566666766866967067167267367467567667767867968068168268368468568668768868969069169269369469569669769869970070170270370470570670770870971071171271371471571671771871972072172272372472572672772872973073173273373473573673773873974074174274374474574674774874975075175275375475575675775875976076176276376476576676776876977077177277377477577677777877978078178278378478578678778878979079179279379479579679779879980080180280380480580680780880981081181281381481581681781881982082182282382482582682782882983083183283383483583683783883984084184284384484584684784884985085185285385485585685785885986086186286386486586686786886987087187287387487587687787887988088188288388488588688788888989089189289389489589689789889990090190290390490590690790890991091191291391491591691791891992092192292392492592692792892993093193293393493593693793893994094194294394494594694794894995095195295395495595695795895996096196296396496596696796896997097197297397497597697797897998098198298398498598698798898999099199299399499599699799899910001001100210031004100510061007100810091010101110121013101410151016101710181019102010211022102310241025102610271028102910301031103210331034103510361037103810391040104110421043104410451046104710481049105010511052105310541055105610571058105910601061106210631064106510661067106810691070107110721073107410751076107710781079108010811082108310841085108610871088108910901091109210931094109510961097109810991100110111021103110411051106110711081109111011111112111311141115111611171118111911201121112211231124112511261127112811291130113111321133113411351136113711381139114011411142114311441145114611471148114911501151115211531154115511561157115811591160116111621163116411651166116711681169117011711172117311741175117611771178117911801181118211831184118511861187118811891190119111921193119411951196119711981199120012011202120312041205120612071208120912101211121212131214121512161217121812191220122112221223122412251226122712281229123012311232123312341235123612371238123912401241124212431244124512461247124812491250125112521253125412551256125712581259126012611262126312641265126612671268126912701271127212731274127512761277127812791280128112821283128412851286128712881289129012911292129312941295129612971298129913

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

[illegible]

4 DECLARATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
------------------------------------	---------------------------------	---------------------------------

1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

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

Any QSE

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.4.1	If so, furnish particulars:
-------	-----------------------------

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

DBE177: Appointment of a service provider or a consortium of service providers to provide Local Area Network (LAN) infrastructure upgrade for the National Department of Basic Education

(Bid Number and Description)

in response to the invitation for the bid made by the **Department of Basic Education**

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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8. Inspections, tests and analysis
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10. Delivery and documents
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15. Warranty
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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.

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

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

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

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

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

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

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

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

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

terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

Js General Conditions of Contract (revised July 2010)