

## TERMS OF REFERENCE

### THE APPOINTMENT OF A SERVICE PROVIDER TO IMPLEMENT THE HPE GreenLake SOLUTION (pay per use model) FOR THE NATIONAL DEVELOPMENT AGENCY OVER A PERIOD OF 60 - MONTHS

**BID REF: NDA18/IT04/24**

<b>BRIEFING SESSION</b>	<b>A COMPULSORY BRIEFING SESSION WILL BE HELD ON THE 13<sup>th</sup> DECEMBER 2024 @ 10H00</b>
<b>VENUE</b>	MICROSOFT TEAMS: Bidders who are interested in joining the compulsory briefing session MUST join using this link : - <a href="#">Join the briefing session here</a>
<b>CLOSING DATE</b>	<b>27 JANUARY 2025</b>
<b>CLOSING TIME</b>	<b>12H00</b>
<b>SUBMISSION OF DOCUMENTS</b>	All proposals must be delivered at the NDA Head Office on or before the closing date and time. The Head Office address is 26 Wellington Road, Parktown, Johannesburg, 2193. Submissions must be strictly submitted inside the tender box, which is at the main entrance and accessible 24/7.

	<b><i>Service providers outside of Gauteng are advised to send their documents by courier. NDA will not take responsibility for documents sent via postal services.</i></b>
<b>SUPPLIER ENVELOPES</b>	<p>The supplier's envelope/s MUST clearly have the description of " The appointment of a Service Provider to implement the HPE GreenLake Solution (pay per use model) for the National Development Agency over a period of 60 – months"</p> <p>A TWO-ENVELOPE system will be used for the submission of bids:</p> <p>Commercial Envelope This envelope must contain price quotations plus all the mandatory documents as listed in section 13 of this document.</p> <p>Technical Envelope This envelope must contain all info listed in section 3 of this document.</p>
<b>LATE BIDS</b>	Bids received after the closing date and time will not be accepted for consideration and where practicable, will be returned unopened to the Bidder(s).

Contact person for Commercial Queries is Ms Elizabeth Mngqabashe or Ms Thembi Raulinga on 011 018-5546/5908 between 08h30 to 17h00 on weekdays. Queries can also be sent in writing to [ElizabethM@nda.org.za](mailto:ElizabethM@nda.org.za)/[thembir@nda.org.za](mailto:thembir@nda.org.za)  
Contact person for Technical Queries is Mr Thabang Moloi on +27 72 435 0832 or [ThabangM1@nda.org.za](mailto:ThabangM1@nda.org.za)

## 1. PURPOSE

The objective is to request proposals for the Hewlett Packard Enterprise (HPE) GreenLake solution, which is a pay per use, IT infrastructure as a service (IaaS) that will enable the National Development Agency (NDA) to consume infrastructure as a service with a cloud experience with buy-back option on the old equipment and to provide support for a period of 60 – months. The pay per use model, should also incorporate an option for NDA to own the solution or refresh it at the end of the 5 years contract.

## 2. BACKGROUND

The NDA has a Data Center located at the Head Office running production servers and other equipment listed below, all the devices are out of warranty and are consisting of four HPE Proliant DL380 Gen 10 Servers, HPE Tape Library 4048, HPE 3Par SAN Storage, two Cisco SAN Switches.

**2.1.** Three of the servers are running VMware Virtual Infrastructure Version 6.7 connected to 3Par San Storage via Fibre using Cisco San Switches for High availability, these three servers are clustered on the VMware Datacentre.

- **Server1**  
S/N : **CZ28180BWM**  
Processor x2 each 3.5Ghz  
RAM: 640Gb  
Cores per Processor: 8  
Local Sas Drives x2 Raid1: Each Drive 300Gb
  
- **Server2**  
S/N : **CZ21270CJ6**  
Processor x2 each 3.6Ghz  
Ram: 512Gb  
Cores per Processor: 12

Local Sas Drives x2 Raid1: Each Drive 300Gb

- **Server3**

S/N : **CZ29390NX7**

Processor x2 each 3.5Ghz

Ram: 576Gb

Cores per Processor: 12

Local Sas Drives x2 Raid1: Each Drive 300Gb

## **2.2. Server4**

S/N : **CZ28180BWL**

Server4 is running VEEAM Backup and Replication Version 11 build 11.0.1.1261 with HPE tape library MSL 4048 fibre attached to it.

Installed OS: Ms Server2016

Processor x2 each 3.5Ghz

Ram: 128Gb

Local SaS Drives Raid5: 18Tb

## **2.3. 3Par SAN Storage**

S/N : **CZ243305C9**

- a. 49 Virtual Machines
- b. Drive Capacity Raid 5 +1: 40Tb
- c. Free: 15.25Tb
- d. Used: 26Tb
- e. Datastores 8: 5Tb each
- f. HP 3Par Storeserv 7200 2-N Storage base(01) S/N : **CZ3715VLPS**
- g. HP 3Par Storeserv 7200 2-N Storage base(02) S/N : **CZ29390QXS**

## **2.4. Tape Library LTO6– HPE MSL 4048 fibre attached on Veeam Backup Server4**

S/N : **DEC4170266**

- a. Two Drives
- b. 48 Tape cartridge Slots

## **3. SCOPE OF WORK**

- 3.1.** Hewlett Packard Enterprise (HPE) GreenLake solution, which is a pay per use, IT infrastructure as a service (IaaS) that will enable the National Development

Agency (NDA) to consume infrastructure as a service with a cloud experience with buy-back option on the old equipment and to provide support for a period of 60 – months. The pay per use model, should also incorporate an option for NDA to own the solution or refresh it at the end of the 5 years contract.

### 3.2. Expectations

- a) Provide Greenlake solution for 5 years by matching the specified equipment resources on the background but service provider to use solid state drives instead of Sas drives.
- b) Service provider to ensure the total number of cores is 96 (This means a minimum of 16 cores per physical processor). Networking/Data on the equipment must be Fibre, note that NDA has Fibre ready network switches and service provider must not include a network switch on the quote.
- c) Note that NDA has an HP server rack and therefore there won't be a need for a server rack.
- d) Service provider to physically install and configure all equipment at the NDA Head Office Data centre (Parktown), this includes rack mounting the equipment.
- e) Service provider to provide support on the Greenlake solution for the duration of the contract. This will also include patches, updates and monitoring on Physical servers (Not the operating Systems nor applications running on the servers).
- f) Procure 50 LTO? Tapes and 10 Cleaning tapes (These will be owned by NDA)
- g) Tape Library proposed on the Greenlake solution must be backward compatible with LTO6 tapes (If not then the current Tape library may be kept a bit longer for NDA to transfer data on old or current tapes to the new proposed tapes.
- h) Propose turnkey solution, which should be able to extend to Compute, Storage, SAN and Network, if needed at later stage on similar Pay as consume Model beyond on agreed minimum threshold limit.
- i) Bidder to propose a framework for supplying infrastructure on demand basis for an agreed committed period of 5 years.
- j) Bidder should include monitoring and billing software and responsible for portal access, where NDA group IT can extract the information for their usage
- k) The proposal should include the various value-added services part of this agreement like Proactive support service, capacity planning, resource usage monitoring, monthly billing etc.

- l) The proposal should clearly identify the minimum commitment required, % variance and resource available on site.
- m) The solution should include onsite usage measurement and generation of monthly bill based on the usage. Also integrate to NDA solutions, in future if needed to ensure Scalability.
- n) Bidders are expected to state Clear SLAs for Pay as Consume Model.
- o) Bidder should include proactive support along with local assigned team to meet SLA
- p) Proposal should state clearly the proposed period of engagement for Pay as Consume IT Model.
- q) Bidder should include approx. 20% nonbinding growth/year.
- r) Proposal should include the technology refresh options and depreciation process.
- s) Service provider to be responsible for all hardware maintenance and support required for the duration of the rental/lease period.
- t) Equipment must have a warranty for the duration of the lease/rental period.
- u) NDA must be able to remote access to these servers e.g. using ILO port, this should apply to all four servers.
- v) Service provider to install Latest version of ESX on three servers, create 8 datastores as indicated on the Background. Service Provider to migrate all Virtual machines from the current Server infrastructure to the Rented Hosted Servers. This means service provider will be responsible for all the plan and tasks required. NDA engagement will be to type the passwords and not share with service provider.
- w) Note that NDA has license for Vmware and Ms Server 2022. This means no procurement request for those two licenses.
- x) Note that the information provided on the Background will serve as a guideline in terms of the configuration, physical connectivity and type of servers to be rented/ leased.
- y) Service Provider to also provide buy-back option for all the old equipment listed on the Background.
- z) The proposed solution must allow the customer to terminate the contract within 1 month's advance notice.
- aa) The proposed solution must allow for asymmetric growth on different types of infrastructure (e.g. blades/servers/storage/ SAN)

#### 4. TECHNICAL EVALUATION (PHASE 1)

##### 4.1. Technical Evaluation will be scored as follows:

Description		Weight
<b>Project implementation</b>	<ul style="list-style-type: none"> <li>Bidders must demonstrate experience in successfully implementing the GreenLake solution within two months post contracting by responding to section 3.1 of the TOR.</li> <li>In addition, respond to the specification as per the Annexure A (Fill and sign Annexure A)</li> </ul> <p><b>The Bidder MUST use the reference code</b></p> <ol style="list-style-type: none"> <li><b>(Start Configuration (UCID: 5134927093-03)</b></li> <li><b>End Configuration (UCID: 5140277772-01) from HPE to be used as a blueprint for the solution.</b></li> </ol> <p>The bidder must adhere to all the requirements stated and bidder will be allocated two (2) point each from <b>(Section 3.1.a to 3.1.y)</b>.</p> <p><b><i>Failure to use the provided reference code and to complete, initial each page and sign Annexure A, the bidder will score a zero.</i></b></p>	50

Description		Weight
<b>Services</b>	<ul style="list-style-type: none"> <li>• HPE GreenLake solution design and Implementation. (6)</li> <li>• Project Management plan. (6)</li> <li>• Hardware design (Servers, Network, Storage and Solution). (6)</li> <li>• HPE GreenLake data migration services:               <ul style="list-style-type: none"> <li>- V2V migrations to new environment (About 45 VMs) (6)</li> </ul> </li> <li>• Installation and Startup Services:               <ul style="list-style-type: none"> <li>- Onsite Installation and start up services for Server, Network, Storage (6)</li> </ul> </li> </ul>	30
<b>Support</b>	<ul style="list-style-type: none"> <li>• Hardware – 5-year 24x7 Complete Care Services (Semi- annual hardware environment patch analysis, firmware analysis a, Annual System Health Check and Annual Firmware Implementations) (5)</li> <li>• 500 Credits (Minimum support) (5)</li> </ul>	10
<b>Company Track Record</b>	<ul style="list-style-type: none"> <li>• Bidders are requested to provide contactable reference letters where the HPE GreenLake solution was successfully implemented or supported in the last five (5) years. (Each letter must be dated, signed on a client letterhead with contactable details and the HPE GreenLake related service provided.</li> <li>• 2 reference letters = 10 points</li> <li>• Less than two (2) letters = 0 points</li> </ul>	10
<b>Minimum Qualifying score (80)</b>		80
<b>Total Score (100)</b>		100



## 5. CONCLUSION

- 5.1. The service provider needs to provide assurance on service delivery with Business Continuity by providing a detail work plans with activities, timelines and deliverables on how to migrate the Virtual machines from NDA old production environment to the new Server Infrastructure (GreenLake solution/ Pay as you consume). Service Provider to provide technical documentation around administration of physical servers by NDA staff.
- 5.2. Should you require any further information in respect of the services required, please do not hesitate to Contact person: Supply Chain @ 011 018 5500/5635/5546/5562 between 08h30 to 17h00 on weekdays. Queries can also be sent in writing to tenders@nda.org.za.

## 6. COMMERCIAL EVALUATION

- (a) Bids will be evaluated in accordance with the NDA's Supply Chain Management Policy and Preferential Procurement Policy, 2023, using the 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000). The lowest acceptable bid will score 80 points for price (the lowest acceptable bid will score 80 points and bidders that quoted higher prices will score lower points for price on a pro-rata basis).
- (b) The bid proposals received will be evaluated in two (2) phases. On the first phase bids will be evaluated on functionality and on the second phase in accordance with the 80/20 preference points system respectively.
- (c) Bid proposal must score a minimum of eighty (80) points out of hundred (100) points on functionality in order to qualify for advancement to the next phase of evaluation. Second phase, a bid proposal scoring less than eighty (80) out of 100 will not be considered for further evaluation and will be disqualified.
- (d) Phase two: During this phase, bid proposals that passed the first phase will be further evaluated based on the 80/20 preference points system in accordance with the PPPFA Act, where 80 points will be attained in respect of price (the lowest acceptable bid will score 80 points and bidders that quoted higher prices will score lower points for price on a pro-rata basis), 10 points will be awarded for Enterprises owned by black people, 4 points for enterprise located in a specific Rural / Underdeveloped / Township (should the required locality merely be the Province, the full points will be

applied to the Province), 2 points for Enterprises owned by black African women, 2 points for Enterprises owned by black African youth and 2 points for Black African with disability.

- (e) The CSD register report will be used to allocate points and the (80/20 system) will be applied in accordance with the table below:

Specific Goal	Number of points (80/20 system)
Enterprises owned by black people <i>(must be included as a specific goal)</i>	<b>10 points</b> % shareholding by black people will determine the points
<b>Enterprises located in a specific:</b> <ul style="list-style-type: none"> <li>Rural / Underdeveloped/Township</li> </ul> <b>for work to be done or services to be rendered in that area.</b> <i>(SBD 1 must be completed with full location and must be accompanied by proof of address to claim points).</i>	<b>4 points</b> <ul style="list-style-type: none"> <li>Rural/Underdeveloped/Township/: = 4 points</li> </ul> Should no declaration or proof be supplied, the bidder will score zero but will not be disqualified. <b>Should the required locality be the province, the full points will be applied to the province.</b> <i>Points will be given if the enterprise has its registered head office or registered operational office in that location</i>
<ul style="list-style-type: none"> <li>Enterprises owned by black African women.</li> </ul>	<b>2 points</b> % shareholding by the targeted group will determine the points that are scored
<ul style="list-style-type: none"> <li>Enterprises owned by black African youth.</li> </ul>	<b>2 points</b> % shareholding by the targeted group will determine the points that are scored
<ul style="list-style-type: none"> <li>Enterprises owned by black African with disability</li> </ul>	<b>2 points</b> % shareholding by the targeted group will determine the points that are scored

- (f) The highest ranked bidder will be awarded the bid. It should be noted also that the NDA reserves the right not to appoint any service provider and no service provider will be reimbursed for any costs incurred whilst participating in this bid.

## 7. JOINT VENTURES, CONSORTIUMS AND TRUSTS

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity if the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. The NDA will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

When bidding through a Joint Venture, the Joint Ventures must submit a Consolidated B-BBEE certificate if it is not an incorporated entity when responding to tenders. This means that the bidder will have to obtain a new B-BBEE certificate for the Joint Venture, which consolidates each participant's B-BBEE status level.

## **8. CLIENT BASE**

The NDA reserves the right to contact references during the evaluation and adjudication process to obtain information.

## **9. PACKAGING OF THE BID DOCUMENTS**

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

### **9.1. Functionality/Technical Envelope**

**Bid Ref: NDA18/IT04/24**

**THE APPOINTMENT OF A SERVICE PROVIDER TO IMPLEMENT THE HPE GreenLake SOLUTION (pay per use model) FOR THE NATIONAL DEVELOPMENT AGENCY OVER A PERIOD OF 60 – MONTHS.**

Bid closing date and time: **24 JANUARY 2025 at 12h00**

**Name and address of the bidder:**

In this envelope, the bidder shall only address the technical aspects of the bid as per Section 6 of this document.

## 9.2. Pricing/Commercial Envelope

**Bid Ref: NDA18/IT04/24**

### **THE APPOINTMENT OF A SERVICE PROVIDER TO IMPLEMENT THE HPE GreenLake SOLUTION (pay per use model) FOR THE NATIONAL DEVELOPMENT AGENCY OVER A PERIOD OF 60 – MONTHS.**

Bid closing date and time: **24 JANUARY 2025 at 12h00**

#### **Name and address of the bidder:**

In this envelope, the bidder shall only provide the price/commercial proposal, and the Mandatory documents outlined in section 14 of this document.

## 10. PRICING

- (a) Bidders must submit a detailed cost breakdown for all applicable costs e.g. Initial setup costs, monthly costs, and any other applicable costs. All prices submitted must be inclusive of VAT.
- (b) Bidders must indicate if their prices will be fixed and firm for the duration of the proposed contract period, if not, the proposed escalations should be indicated.
- (c) Bidders must ensure that the quotes submitted have no arithmetic errors as NDA will not rectify any errors and no adjustments to quotations received will be permitted.
- (d) Bidders will carry the responsibility of ensuring that the proposals submitted have been signed by a duly authorised person. Should it be established after the submission of proposals that the signatory authorising the proposal is not legally appointed by the service provider, the offer/proposal will be disqualified from the evaluation process.
- (e) All prices submitted should be typed in black ink or written in pen, proposals written in pencil will not be accepted and evaluated.
- (f) A two-envelope system will be used for the submission of proposals.
- (g) Sampling Pricing Schedule structure post configuration:

5 Years Commit with no Growth	Starting Capacity	End of Y1	End of Y2	End of Y3	End of Y4	End of Y5	Total (R)
Compute		0	0	0	0	0	0
Storage		0	0	0	0	0	0
	Total (R)	0	0	0	0	0	0
5 Years with 20% Y/Y Growth	Starting Capacity	End of Y1	End of Y2	End of Y3	End of Y4	End of Y5	Total (R)
Compute		0	0	0	0	0	0
Storage		0	0	0	0	0	0
	Total (R)	0	0	0	0	0	0

## 11. TENDER VALIDITY

All submitted bids must be valid for 150-days from the closing date of this bid.

## 12. NDA PAYMENT TERMS

Invoices will be paid 30 days from the date of submission and approval. All invoices must be sent to the following e-mail address: [ictaccounts@nda.org.za](mailto:ictaccounts@nda.org.za)

## 13. MANDATORY DOCUMENTS

- (a) Valid Tax Clearance Certificate issued by the South African Revenue Services (SARS). Where consortium/joint ventures/sub-contractor are involved in each party to the association must submit a separate valid original Tax Clearance Certificate or SARS tax Pin or a CSD report. Alternatively, service providers must fully complete Standard Bid Document 1 (SBD 1) to give effect to the tax compliance status system.
- (b) Signed agreements for joint ventures and/or consortium arrangements.
- (c) Company registration documents (CIPC).
- (d) A letter/resolution authorising the person signing the bid documents and contracts.
- (e) All participating bidders must complete, sign and return ALL the attached SBD forms (SBD1, 3.1, 4&6.1) together with their proposals.
- (f) Bidder must provide the NDA with a partner certificate / letter to implement the HPE GreenLake Solution.

***Failure to complete and submit any of the attached documents will result in immediate disqualification.***

#### **14. CENTRAL SUPPLIER DATABASE**

The NDA will not appoint any supplier who is not registered as a prospective supplier on the central supplier database as required in terms of National Treasury Circular No. 3 of 2015/2016 and National Treasury SCM Instruction note 4 of 2016/2017.

#### **15. CONTRACT AWARD**

A binding contract will be signed after both parties have fully agreed on the scope of work and all terms and conditions. The NDA legal department will develop a draft contract that shall be used as the basis to finalize contract terms and conditions.

#### **16. DISCLAIMER**

- (a) Whilst all due care has been taken in connection with the preparation of this bid, the NDA makes no representations or warranties that the content in this bid or any information communicated to or provided to bidders during the bidding process is, or will be, accurate, current or complete. The NDA and its officers and employees will not be liable for any information communicated which is not accurate, current or complete.
- (b) If a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the NDA (other than minor clerical matters); the bidder must promptly notify NDA in writing of such discrepancy, ambiguity, error or inconsistency to allow the NDA to consider what corrective action is necessary (if any).
- (c) Any actual discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the NDA will, if possible, be corrected and provided to all bidders without attribution to the bidder who provided the written notice.

- (d) No representations made by or on behalf of NDA about this bid will be binding on the NDA unless that representation is expressly incorporated into the contract ultimately entered into between NDA and the successful bidder.

## **17. ADDITIONS AND AMENDMENTS TO THE BID**

- (a) The NDA reserves the right to change any information in, or to issue an addendum to this bid before the closing date and time. The NDA its officers and employees will not be liable in connection with either the exercise of or failure to exercise this right.
- (b) Should the NDA exercise its right to change the information in terms of clause 22.1 all amendments will be communicated to all bidders.

## **18. CONTENT PAGE**

Participating bidders are required to submit a detailed content page and page dividers clearly indicating (cross-referencing) where each of the technical requirements is placed in their bid documents exactly as outlined in **section 4** (technical evaluation criteria) of this TORs. Any additional information that the supplier would like to provide should be referenced as well on the content page.

## **19. PRICE NEGOTIATIONS**

- (a) Where the bidder that scored the highest total points did not quote a reasonable or a market-related price, the NDA may negotiate with the bidder to offer a reasonable or market-related price, should the adjudicator agree to this.
- (b) Should the bidder scoring the highest total points not agree on a reasonable or market-related price, the NDA may cancel the bid or negotiate with the bidder that scored the second highest total points or the third highest total points, in that order.

## **20. SPECIAL COMMERCIAL CONDITIONS OF THIS BID**

NDA reserves the right to:

- (a) To accept part of a tender rather than the whole tender.



- (b) To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- (c) To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- (d) To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- (e) Award to multiple bidders based either on size or geographic considerations.

## 21. ETHICS AWARENESS TO SERVICE PROVIDERS

### ***NDA pledges towards high ethical conduct in dealing with Service Providers***

- *NDA is committed to highest standard of ethics in conducting its business and encourages all stakeholders to contribute towards building ethical culture within the organization.*
- *NDA shall not demand money from Service Providers to get work (tenders and quotations) from the organization.*
- *Suppliers are prohibited to induce NDA employees through gifts in order to directly and indirectly benefit business from NDA.*
- *NDA has a strict gift policy to ensure that gifts received from Suppliers are properly declared to ensure transparency.*
- *Any unethical behaviour that is compromising by NDA employees shall be reported to Fraud/ethics Hotline:0800 701 701*

**I HAVE READ AND UNDERSTOOD THE NDA PLEDGE THAT PROMOTE HIGHLY ETHICAL CULTURE. I WILL, TO THE BEST OF MY ABILITY, ADHERE TO AND HONOUR THIS PLEDGE IN MY PROFESSIONAL DEALINGS WITH THE NDA.**

\_\_\_\_\_  
Signature: Representative of the Service Provider

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Representative of the Service Provider



## Annexure A: Compliance Matrix

Specification	Compliance (Yes /No)	Comments
The proposed solution must allow provision infrastructure capacity by selecting computer, Storage, networking, software and services capacity required to meet the NDA demand.		
The proposed solution must allow to “pay as you use” the capacity on a price per gigabyte, server, network port available and software license basis.		
The proposed solution must allow to grow infrastructure consumption without waiting through a long procurement process.		
The proposed solution must provide monthly invoice only for the metered equipment/license usage so that costs are aligned with consumption.		
The proposed solution must have no startup fees.		
<b>Contract Length</b>		
The proposed solution must have a selective contract length of 5 years.		
The proposed solution must allow for optional contract term extension for an equal term to the initial.		
The proposed solution must allow the NDA to terminate the contract with 1-month advance notice.		
The proposed solution must allow the customer to make changes to the contract based on a formal change request process.		

Specification	Compliance (Yes /No)	Comments
The proposed solution must allow additional infrastructure types during the contract length.		
The proposed solution can optionally refresh the equipment before the end of the term period for a seamless product lifetime extension.		
The proposed solution must allow for transparent storage migration before the end of the term to allow for increased systems' availability and performance.		
<b>Growth and Shrinkage</b>		
The proposed solution local variable must cover at least 20% of installed capacity from each type of growth equipment.		
The proposed solution must accommodate frequent customer meetings to analyze consumption and perform capacity planning and forecasting.		
The proposed solution must allow the customer to grow more than anticipated during the contract term.		
The proposed solution must allow for asymmetric growth on different types of infrastructure (e.g. blades/servers/storage/ SAN)		
The proposed solution must allow for asymmetric growth on different types of storage and between storage tiers (e.g. SSD, SAS).		
The solution must allow for asymmetric growth between different sites or usage scopes (e.g. Production, Test).		
The proposed solution must allow for increased growth during the first year of the contract term to		

<b>Specification</b>	<b>Compliance (Yes /No)</b>	<b>Comments</b>
accommodate migrations from existing infrastructure.		
<b>Metering &amp; Portal</b>		
The proposed solution must provide metering on average consumption per invoice period.		
The proposed solution must invoice on used infrastructure for the metered period.		
The proposed solution must provide invoice details per infrastructure type.		
The proposed solution must provide invoice details per site.		
The proposed solution must provide access to the metering portal so that the NDA can monitor usage.		
The proposed solution must allow the NDA to monitor infrastructure consumption as: <ul style="list-style-type: none"> <li>- Capacity Usage by Period</li> <li>- Installed vs Used Daily</li> <li>- Allocation Daily</li> </ul>		
<b>Pricing</b>		
The proposed solution must allow for flexible pricing mechanism to go together with a pay-as-you-go contract.		
The proposed solution can allow for fixed monthly payments for certain types of infrastructure that does not grow regularly in the same contract.		
The proposed solution must provide a volume pricing model per infrastructure type, tier and site.		
The proposed solution must provide unified pricing per infrastructure type inclusive of all related infrastructure (e.g. enclosures, controllers).		

<b>Specification</b>	<b>Compliance (Yes /No)</b>	<b>Comments</b>
The proposed solution must provide unified pricing including related services for installation of upgrades and incremental additions.		
The proposed solution must provide unified pricing including related services for maintenance, support and break-and-fix activities.		
The proposed solution must provide unified pricing inclusive of all leasing and finance costs in an operational expense manner.		
The proposed solution must allow for optional identification of operational expenses as capital expenditure based on NDA's accounting principles.		
The proposed solution must allow for pricing changes when consumption exceeds growth.		
The proposed solution must allow pricing based on a minimum commitment which can be defined at the beginning of the contract term.		
The proposed solution must allow the contract on existing equipment to be extended by refreshing the consumed infrastructure with new. Optionally the customer can return the equipment or purchase the equipment based on the residual value as defined by the fair market value.		
<b>Support Services</b>		
The proposed solution must be an environment-wide service with integrated hardware, software, reactive and proactive services.		
The proposed solution must allow for defective media retention for the infrastructure types that support it for heightened security levels.		

Specification	Compliance (Yes /No)	Comments
The proposed solution must include access and installation of software and firmware updates for the total term length.		
The proposed solution must provide a dedicated account team that is specialized in business recovery in complex computing environments and will have access to information about the specific IT environment, systems, and specific support requirements.		
The proposed solution must include support planning and review sessions to review capacity measurements and consumption trends and discuss forecast anticipated consumption.		
The proposed solution must provide a dedicated account team that will order appropriate infrastructure on behalf of the customer, coordinate the installation, and install additional buffer capacity, as well as adjust any software licensing requirements to accommodate additional demand.		
The proposed solution must include proactive services designed for risk identification and benchmarking in the customer environment.		
The proposed solution must include proactive services for firmware and operating system patch management.		
The proposed solution must include proactive services for installation of recommendation of firmware and operating system patch management.		
The proposed solution must include proactive services for storage high availability assessment.		
The proposed solution must include proactive services for storage-area networking interoperability checking and updates.		

Specification	Compliance (Yes /No)	Comments
The proposed solution must include services for site survey, performance acceptance, billing and metering.		
The proposed solution must allow for the customization of proactive services in adherence to the customer's existing support contracts in order to achieve SLA.		

## PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	NDA18/IT04/24	CLOSING DATE: 27 <sup>th</sup> January 2025		CLOSING TIME:	12H00 PM
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER TO IMPLEMENT THE HPE GREENLAKE SOLUTION (PAY PER USE MODEL) FO THE NATIONAL DEVELOPMENT AGENCY OVER A PERIOD OF 60 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
26 WELLINGTON ROAD, PARKTOWN, 2193					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Thembi Raulinga or Elizabeth Mngabashe		CONTACT PERSON	Mr Thabang Moloji	
TELEPHONE NUMBER	011 018 5908/5546		TELEPHONE NUMBER	011 018 5575	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	thembir@nda.org.za		E-MAIL ADDRESS	thabangM1@nda.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS (attach proof not order than 6 months)					
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]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
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**

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></p> <p>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.</p> <p>1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b></p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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."</p>

**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: .....





### PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder.....	Bid number <b>NDA18/IT04/24</b>
Closing Time <b>12:00</b>	Closing date 27 <sup>th</sup> <b>January 2025 @ 12:00</b>

OFFER TO BE VALID FOR **150 DAYS** FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
-	Required by:	.....	
-	At:	..... .....	
-	Brand and model	.....	
-	Country of origin	.....	
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	.....	
-	Period required for delivery	.....	*Delivery: Firm/not firm
-	Delivery basis	.....	

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

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

\*Delete if not applicable



**SBD4**

## **BIDDER'S DISCLOSURE**

### **1. PURPOSE OF THE FORM**

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

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

### **2. Bidder's declaration**

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

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

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



**SBD4**

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

**3 DECLARATION**

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

3.1 I have read and I understand the contents of this disclosure;



**SBD4**

- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

**I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS**

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



**SBD4**

1, 2 and 3 ABOVE IS CORRECT.

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

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



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

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

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

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

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

**1.2 To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right)
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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



The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprises owned by black people (must be included as a specific goal)		10		
<b>Enterprises located in a specific:</b> <ul style="list-style-type: none"> <li>Rural/Underdeveloped/Township</li> </ul> <b>For work to be done or services to be rendered in that area.</b>  (SBD 1 must be completed with full location and must be accompanied by proof of address to claim points)		4		
Enterprises owned by black African women		2		
Enterprises owned by black African youth		2		
Enterprises owned by black African with disability		2		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

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

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

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....