



## South African Human Rights Commission

<b>TENDER NUMBER</b>	SAHRC/HO/RFQ03/2025
<b>DESCRIPTION</b>	To invite potential and qualified service providers to submit proposals for ICT Data Recovery Services for SAHRC with terms of reference for a period of 6 months
<b>PUBLISHED</b>	DATE: 19 February 2025
<b>TENDER BRIEFING</b>	<p>DATE: 27 February 2025 Time: 11H00</p> <p>MS Teams link below:</p> <p><a href="https://teams.microsoft.com/join/19%3ameeting_OWRIZTY5MTQtNDM3Mi00NjhILWJmYjgtZTE0ZTVmNDMyN2Qy%40thread.v2/0?context=%7b%22Tid%22%3a%220159c87f-d04f-40b5-8866-46fb77a8d382%22%2c%22Oid%22%3a%22df2b0a07-432e-4591-9488-6f615b72accc%22%7d">https://teams.microsoft.com/join/19%3ameeting_OWRIZTY5MTQtNDM3Mi00NjhILWJmYjgtZTE0ZTVmNDMyN2Qy%40thread.v2/0?context=%7b%22Tid%22%3a%220159c87f-d04f-40b5-8866-46fb77a8d382%22%2c%22Oid%22%3a%22df2b0a07-432e-4591-9488-6f615b72accc%22%7d</a></p> <p>Enquiries can be made <b>in writing</b> as follows: Administration/ Supply Chain Management: Mr.Kganki Kekana <a href="mailto:HOProcurement@sahrc.org.za">HOProcurement@sahrc.org.za</a></p> <p>Technical: Mr.Rulani khuvutlu <a href="mailto:RKhuvutlu@sahrc.org.za">RKhuvutlu@sahrc.org.za</a></p>
<b>SUBMISSION ADDRESS</b>	<p>Submissions will only be electronic to the below email address</p> <p><a href="mailto:HOProcurement@sahrc.org.za">HOProcurement@sahrc.org.za</a></p>
<b>CLOSING DATE</b>	DATE: 04 March 2025 TIME: 11H00 (GMT +2)

## 1. BACKGROUND

The South African Human Rights Commission (SAHRC) is a Constitutional body established in terms of the Constitution of South Africa, 1996 as well as the South African Human Rights Commission Act, 40 of 2014. The SAHRC is under the strategic leadership of Commissioners. The administration of SAHRC is overseen by a Chief Executive Officer (CEO).

The current service contract for the provision of SAHRC's ICT Disaster Recovery (ICT DR) services ended on 31 December 2020. We have been on a month-to-month service contract till to date. As a result, South African Human Rights Commission (SAHRC) needs to review its ICT DR requirements and to take account of recent technological developments and business requirements.

Information security and integrity, data privacy and protection, information access, cybercrime, ecommerce, electronic signatures, electronic contracts and legal disclaimers are critical considerations for SAHRC's ICT environment and its effective operation. SAHRC must therefore be poised to respond to any data corruption and recover within predetermined target times and also keep critical business applications available to run from an alternative location in cases of a disaster.

## 2. OBJECTIVE

The objective of this RFP is to appoint a suitably qualified service provider who will provide comprehensive ICT Disaster Recovery Services to SAHRC that build organizational resilience such that it continues the delivery of services at acceptable predefined levels following a disruptive incident.

Contracting Period for the ICT Disaster Recovery and Business Continuity Services will be for a period of six (6) months.

## 3. SCOPE OF SERVICE

Service Description	<ul style="list-style-type: none"><li>Service providers must ensure that their ICT DR facilities cover basic physical facility requirements, requirements for environmental controls, telecommunications, continuous power supply and non-recovery amenities such as parking and accessibility to food and drinks also need to be considered. In addition, when service providers have multiple recovery sites, the guidance should be equally applied to each and every site.</li><li>Service providers must consider large scale occurrences of activities such as strikes, demonstrations, riots, violent crimes, natural disasters, pandemics or deliberate attacks in proposing their ICT DR Centre location for SAHRC.</li><li>Service providers must consider aspects of site proximity and associated risks when proposing their ICT DR Services to SAHRC. SAHRC requires that the proposed ICT DR sites, must be in geographic areas that are unlikely to be affected by the same disaster or failure events as SAHRC's primary site. Thus, SAHRC's primary site and ICT DR site should be as far away from each other as reasonably possible, while enabling SAHRC's DR staff to meet the recovery time objectives.</li><li>It is required that physical access controls be in place and maintained at all building entrances and exits of ICT DR sites proposed in</li></ul>

	<p>response to this request. Service providers must have policies and procedures to control the movement on their ICT DR premises for all types of entrants into their premises.</p> <ul style="list-style-type: none"> <li>• Service providers must dedicate specific areas at their premises for SAHRC equipment and usage during recovery. These areas should not be re-allocated for other usage during normal times, or if the space is reassigned during normal operation, then the service provider should have a process in place to immediately use it for the purpose needed during a disaster or failure.</li> <li>• It will be required that the ICT DR site must be able to accommodate an additional incoming SAHRC MPLS link (Point-to-point) into ICT DR facility.</li> <li>• Service providers must have effective controls in place and the necessary capacity to isolate and protect all of their own and SAHRC equipment operating in their premises against damage due to power increases, surges, lightning or other unforeseen circumstances. Such effective controls should include: power generators and Uninterruptible Power Supply (UPS) equipment.</li> <li>• ICT DR facilities proposed for SAHRC must have appropriate controls, plans, and procedures for fire detection and suppression to protect computing equipment and personnel working at their recovery sites. These systems, power and data cabling management must comply with fire and safety regulations and requirements contained in the Occupational Health and Safety Act. In addition, service providers must have plans and procedures to deal with fire and smoke outbreaks that take into account personnel safety, fire escape routes, fire response plan, and hand-held fire extinguishers.</li> <li>• Service providers must provide Emergency Operation Centres (EOCs) at their ICT DR sites that are appropriately equipped to enable SAHRC to supervise and maintain communications with its business units and external parties during disasters or failures. The successful service provider must provide basic equipment and supplies to enable SAHRC to operate their designated EOC (To be discussed)</li> <li>• The rooms of the ICT DR facilities housing main computer systems must be must comply with relevant industry standards such as the ISO/IEC 27000 standard or its equivalent.</li> <li>• Where service providers share ICT DR premises with other ICT DR providers, it will be required that formal risk assessment and risk reduction reviews of shared premises be performed and the details of residual risks which cannot be mitigated must be provided to SAHRC for review.</li> <li>• Service providers must provide the basic service capabilities required by SAHRC that includes: qualified staff, the capacity to support simultaneous invocations of ICT DR plans by different clients where possible, all capabilities and services offered to SAHRC must be audited on a regular basis, which include their own fully documented and tested business continuity and disaster recovery. All ICT DR Services must meet the required "Service Hours" of SAHRC as defined in SAHRC's BCM plan.</li> <li>• Service providers will be required to familiarise themselves with SAHRC's necessary conditions and procedures for invoking and deactivating disaster recovery services adhering to SAHRC's BCM plan.</li> <li>• A successful service provider will be required to provide regular ICT DR training (at least twice a year) to relevant SAHRC staff in order to perform their ICT DR functions, which must be scheduled appropriately and records kept of the training delivered. In the event of significant changes to their services and related environment, training for all relevant SAHRC ICT DR staff must be provided in order to keep staff up to date and ensure that they remain competent in performing their assigned tasks.</li> <li>• The successful service provider together with SAHRC ICT DR staff are</li> </ul>
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	<p>required to ensure that all ICT systems essential for disaster recovery are tested quarterly to ensure their continuing capability to support SAHRC's ICT DR plans; especially when there are any significant changes in SAHRC requirements or changes in their capacity and capability that affect services to SAHRC. With the first ICT DR test, be conducted within ninety (90) days of the first successful replication of all SAHRC's systems and data.</p> <ul style="list-style-type: none"> <li>• Service providers are required to provide assurance that they properly address their own business continuity and disaster recovery mechanisms for their ICT infrastructure on which SAHRC's systems and data will be replicated for ICT DR purposes.</li> <li>• Service providers must ensure that SAHRC's information security is not compromised by ensuring that they adhere to the Information Security policies of SAHRC (complete the confidentiality document).</li> <li>• Service providers are required to ensure that information from SAHRC's ICT systems are not accessible or disclosed to another ICT system of their other clients.</li> <li>• Service providers must also establish a means to identify and isolate (physically and/or logically) the different ICT systems which are located in their premises.</li> <li>• Service providers must provide an ICT DR Centre with restrictions on physical access to facilities housing SAHRC's ICT systems.</li> <li>• Service providers must also provide work areas that are planned and designed with information privacy and confidentiality as a prime consideration such as buildings or assigned separate areas for use by different personnel.</li> <li>• Service providers are required to ensure that the integrity and confidentiality of the SAHRC ICT DR data are maintained whilst being transferred (either electronically or physically) to and from ICT DR sites in compliance with contractual obligations of SAHRC. Furthermore, service providers must be able to demonstrate to SAHRC that all security incidents and weaknesses are promptly reported to the relevant authority and that appropriate action is taken to address such incidents in compliance with ISO/IEC 18044:2004 or equivalent.</li> <li>• User accounts of key ICT DR/BC technical personnel of the successful service provider will be issued according to SAHRC's User Access Management policy, which will be made available to the successful bidder. A successful bidder will also be required to comply with SAHRC's information security related policies.</li> <li>• It will be expected of the successful service provider to maintain a record of all incidents and service requests reported to them by SAHRC through an electronic incident management system from which reports can be generated. A unique ticket or job card number must be assigned to each reported incident or request for reference purposes. All incidents reported to the Service Desk must meet the "Time-To- Refer" target of not more than 1 hour for all incident categories. Proper escalation procedures must be in place to resolve incidents using various levels of support (e.g. First Line Support, Second Line Support, and Third Line Support).</li> <li>• In addition to providing facilities and equipment to enable actual recovery, the successful service provider must provide facilities that will cater for the well-being and welfare of SAHRC ICT DR staff stationed at their premises during a recovery. ICT DR facilities proposed for SAHRC must at least provide rest areas, toilet facilities, drinking water, medical first-aid supplies, easy access to food, and adequate and safe parking facilities.</li> <li>• SAHRC will require the successful service provider to formally notify it of any changes in the ICT DR environment that may affect the provision of the ICT DR services to SAHRC.</li> <li>• At the end of the contract, the successful service provider must be able to guarantee that all SAHRC data on their DR environment, is duly destroyed in compliance with all relevant South African laws and</li> </ul>
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	regulations on data retention and destruction after successfully releasing a good copy to SAHRC.
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See below table of SAHRC applications

#	Application	DBMS version	OS version
1	Sage CRM (stand-alone)	MS SQL Server 2008	Windows Server 2012 R2
2	Sage Pastel Evolution v7.20.x (Stand-alone)	MS SQL Server 2012	Windows Server 2012 R2
3	Sage 300 People (Virtual)	MS SQL Server 2012	Windows Server 2012 R2
4	DB text v17.1 (Stand-alone)	Flat file system	Windows Server 2012
5	Teammate (Virtual)	MS SQL Server 2012	Windows Server 2012 R2
6.	PDC and BDC (Virtual Machine)		Windows Server 2019
7.	File Server (Stand-Alone)		Windows 2012 R2

#### 4. DELIVERABLES

Daily replication of full virtual and physical servers in SAHRC's production environment and online backup of its provincial data servers

Reserved SAHRC's ICT DR for ICT DR testing (rehearsals)

#### 5. PRICING

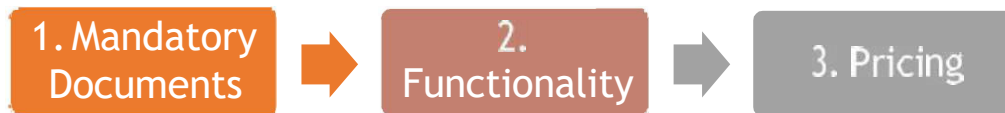
A detailed price breakdown must be included with the total amount  
All pricing must be shown inclusive of any applicable VAT.

#### 6. PROJECT TIMELINES

Contracting Period for the ICT Disaster Recovery and Business Continuity Services will be for a period of six (6) months

## 7. EVALUATION CRITERIA

Bids will be evaluated on 80/20-point system as outlined in the PPR of 2022. The proposals will be evaluated in three phases:



### Phase 1: Mandatory Documents

- 7.1.1 Bid proposal
- 7.1.2 Central Supplier Database Summary Report.
- 7.1.3 Service provider must provide supporting documents used to claim points under 4.2 of SBD 6.1 *(failure to submit will result in the service provider forfeiting points on the last stage of evaluation)*
- 7.1.4 Valid Tax Clearance Certificate or Tax Compliance Status (with SARS PIN CODE).
- 7.1.5 A comprehensive company profile, with the following requirements: Management structure.
- 7.1.6 Service must provide supporting documents used to claim points under 4.2 of SBD 6.1

**Note: Bidders who fail to comply with the mandatory requirements will be disqualified.**

All compliant quotes received will be evaluated based on the following criteria: functionality criteria will be further evaluated on applicable values as outlined below:

0 = Unacceptable, 1 = Serious Reservations, 2 = Minor Reservations, 3 = Acceptable, 4 = Good, and 5 = excellent

### 8. Phase 2

**Evaluation on functionality, as in Table 1 below:**

- I. Bidders will be evaluated out of 100 points and are required to achieve a minimum threshold of 70%
- II. The overall score must be equal or above 70% to proceed to for Price and BBBEE evaluations.
- III. Bidders who fail to meet the minimum threshold will be regarded as submitting a non-responsive bid and will not be considered for further evaluation on price and preference points. The minimum threshold for qualification by functionality is 70%, assessed as per criteria listed in Table 1 below:

## Functionality Criteria

	Criteria	Percentage weighting
1.	<p>Bidder must have at least 1 year experience of relevant service</p> <ul style="list-style-type: none"> <li>○ 5 points = 1 year experience</li> <li>○ 10 points = 2 years of experience</li> <li>○ 20 points = 3 years of experience</li> <li>○ 30 points = 4 years of experience</li> <li>○ 40 points = 5 years or more of experience</li> </ul>	40
2.	<p>Bidder's proposed project methodology and plan outlining how SAHRCs requirements will be implemented.</p> <ul style="list-style-type: none"> <li>○ No project plan= 0 points</li> <li>○ Project plan with no milestones&amp; timelines= 10</li> <li>○ Project plan with milestones= 20 points</li> <li>○ Project plan with milestones&amp; timelines= 30</li> </ul>	30
3.	<p>References included for executing a project of similar magnitude in the last 3 years, signed and on the letterhead of the company where similar work was delivered.</p> <ul style="list-style-type: none"> <li>○ 0 = no reference letters submitted, or they are not in the last 3 years or not signed and on the letterhead of the company.</li> <li>○ 10 points = 1 reference letters submitted.</li> <li>○ 20 points = 2 reference letters submitted.</li> <li>○ 30 points = the 3 relevant reference letters submitted.</li> </ul>	30
	<b>Total</b>	<b>100</b>

### Phase 3: Price and Specific Goals evaluation

Only Bidders that have met the 70 point threshold to be considered for price and specific goals. Price and specific goals will be evaluated as follows:

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders based on:

- The bid price (maximum 80 points)
- Specific Goals (maximum 20 points)

i. **Stage 1 – Price Evaluation (80 Points)**  
 ii.

Criteria	Points
<b>Price Evaluation</b>  $Ps = 80 - \frac{Pt - P_{min}}{P_{min}} \times 1$	80

The following formula will be used to calculate the points for price:

Where

- Ps = Points scored for comparative price of bid or offer under consideration.
- Pt = Comparative price of bid or offer under consideration.
- P min = Comparative price of lowest acceptable bid or offer
- Points must be awarded to a bidder for attaining the specific status level of contribution in accordance with the table below

#### a. Specific goals allocation

A maximum of 20 points may be allocated to a bidder for attaining their specific goals status level of contributor in accordance with the table below:

SPECIFIC GOALS	POINTS
Suppliers with ownership of 51% or more by person/s who are black person/s	10
Suppliers with ownership of 51% or more by person/s who are women	5
Suppliers with ownership of 51% or more by person/s who are youth	3
Suppliers with ownership of 51% or more by person/s with disability	2

Specific goal points may be allocated to bidders on submission of the following documentation or evidence

A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1) must be submitted



## **9. CONFIDENTIALITY, INDEPENDENCE AND OBJECTIVITY**

The service provider will hold all material and information exchanged in the course of the implementation of this project in the strictest confidence and will take all steps necessary to prevent dissemination of this information to any third party, without the prior written agreement of the SAHRC as the SAHRC asserts its moral authority and copyright over the report. The service provider must ensure that its staff maintains their objectives by remaining independent of the activities they execute.

### **9.1 THE TOTAL COST WILL BE USED TO CALCULATE POINTS FOR PRICE CLARIFICATION**

- 9.1.1 The SAHRC may request clarity of further information regarding any aspect of the bid. The service provider should supply the requested information within forty-eight (48) hours after the request has been made.
- 9.1.2 The SAHRC reserves the right to conduct a security background check or screening of the service provider.
- 9.1.3 The SAHRC reserves the right to conduct mandatory site inspection to the offices of the service provider.

## **10. CONDITIONS OF TENDER**

- 10.1 The SAHRC reserves the right not to award the tender.
- 10.2 Any conditions imposed by the service provider that is restrictive or contrary to any part of these Terms of Reference will automatically disqualify the service provider.
- 10.3 The service provider will be held liable for any damage or loss suffered by the entity, because of the provider's own or his/her employees' negligence or intent, which originated at the site.  
The service provider will have to pay damages or replace any stolen item damaged or stolen due to the negligence or intent of the service provider's employees.
- 10.4 The service provider must, at his/her own expenses, take out sufficient insurance against any claims, cost, loss and/or damage ensuing from his/her obligations and shall ensure that such insurance remains operative for the duration of this agreement.
- 10.5 SAHRC does not bind itself to accept the lowest quote.
- 10.6 The SAHRC reserves the right to invite bidders for presentation at bidders' own cost and perform site visits on short listed bidders before the award of the bid, as part of evaluation process.
- 10.7 SAHRC does not bind itself to make any selection from the proposals, or quotations received.
- 10.8 SAHRC reserves the right, at its sole discretion, to cancel this request for proposals and/or not to make any selection of the service provider/s at all.
- 10.9 All prices quoted must be VAT inclusive.
- 10.10 SAHRC will not make any upfront payments before the rendering of services.
- 10.11 The successful bidder shall provide the service required based on the set timelines and as per the schedule to be provided by SAHRC.
- 10.12 A pricing schedule with one of the specified elements omitted from the costing may be considered non-responsive.
- 10.13 The price proposal must be valid for 120 days.

- 10.14 This is a two-stage bidding process in which proposals submitted must include technical and price, submitted in separate envelopes. For this purpose, the service provider must provide in respect of:

## 11. CONTRACT PERFORMANCE

- 11.1 If it is found that the information provided is false including the breach of the General Condition of Contract, The SAHRC reserves the right to terminate this contract with immediate effect.
- 11.2 The performance of the Service Provider shall be reviewed quarterly during the period of the signed Service Level Agreement

## 12. FORMAT AND SUBMISSION OF THE PROPOSAL

- 12.1 All the official forms (SBD) must be completed and signed in all respects by bidders. Failure to comply will invalidate a bid.
- 12.2 Bidders are requested to submit all documents on the following email address:  
[HOpurchase@sahrc.org.za](mailto:HOpurchase@sahrc.org.za)
- 12.3 For ease of reference, bids should be packaged in the following format:
- a. Annexure A - Signed Tender Document and Completed SBD Forms
  - b. Annexure B - Mandatory Documents
  - c. Annexure C - Functionality Response
  - d. Annexure D - Company Profile
  - e. Annexure E - Any other supporting document

## 13. BRIEFING / INFORMATION SESSION & ENQUIRIES

- 13.1 Inquiries must be made in writing to the following

Supply Chain Management / Admin	Technical
Mr. Kganki Kekana <a href="mailto:tenders@sahrc.org.za">tenders@sahrc.org.za</a>	Mr Rulani Khuvutle <a href="mailto:rkhuvutle@sahrc.org.za">rkhuvutle@sahrc.org.za</a>

Enquiries must be submitted by the 27 February 2025 deadline. Responses would be made by the 28 February 2025

## 14. CLOSING DATE

- 14.1.1 Proposals must be submitted on or before 04 March 2025 at **11h00** at  
[HOpurchase@sahrc.org.za](mailto:HOpurchase@sahrc.org.za)
- 14.1.2 **Bidders are therefore strongly advised to ensure that bids are emailed allowing enough time to for any unforeseen technicalities that may delay the delivery of the bid.**



SBD1

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN HUMAN RIGHTS COMMISSION</b>					
<b>BID NUMBER:</b>	RFQ03-2025			<b>CLOSING TIME:</b>	11:00am
<b>DESCRIPTION</b>	ICT Data Recovery Services for SAHRC with terms of reference for a period of 6 months				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT</b>					
<a href="mailto:HOpurchase@sahrc.org.za">HOpurchase@sahrc.org.za</a>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Tender office		CONTACT PERSON	Mr Rulani Kuvhutle	
TELEPHONE NUMBER	011 877 3600		TELEPHONE NUMBER	011 877 3600	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:tenderoffice@sahrc.org.za">tenderoffice@sahrc.org.za</a>		E-MAIL ADDRESS	<a href="mailto:rkuvhutl@sahrc.org.za">rkuvhutl@sahrc.org.za</a>	
<b>SUPPLIER INFORMATION</b>					
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:		<b>O R</b>	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 <b>GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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**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>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
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>
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. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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 STATE." 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

**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.....
Closing Time 11:00	Closing date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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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



## 1. PURPOSE OF THE FORM

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.

2.1	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?	<b>YES/NO</b>
2.1.1	If so, furnish particulars of the names, individual identity numbers, and, applicable, state employee numbers of sole proprietor/ directors / trustees shareholders / members/ partners or any person having a controlling interest the enterprise, in table below.	

[illegible]



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;
- 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.

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

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

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

## 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 80/20 preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<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:

$$\begin{array}{ccc} \text{80/20} & \text{or} & \text{90/10} \\ \frac{PPPP}{mmmm} = 8888 \text{ R} - \frac{PPPP - PP}{PP \text{ mmmm}} & \text{or} & \frac{PPPP}{mmmm} = 9999 \text{ R} - \frac{PPPP - PP \text{ mmmm}}{PP \text{ mmmm}} \end{array}$$

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:

$$\begin{array}{ccc}
 \text{80/20} & \text{or} & \text{90/10} \\
 \text{PPPP} = 8888 \text{ ⧫ } 11 + \frac{\text{PPPP} - \text{PP}}{\text{PPmmmm}} \text{ ⧫ } ? & \text{or} & \text{PPPP} = 9988 \text{ ⧫ } 11 + \frac{\text{PPPP} - \text{PPmmmm}}{\text{PPmmmm}} \text{ ⧫ } ?
 \end{array}$$

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 with ownership of 51% or more by person/s who are black person/s		10		
Enterprises with ownership of 51% or more by person/s who are women		5		
Enterprises with ownership of 51% or more by person/s who are youth		3		
Enterprises with ownership of 51% or more by person/s 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]

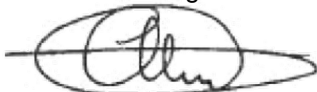
4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- 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>	.....
	.....
	.....
	.....

Approved

SCM Manager



IT Manager

*Rulani Khuvutlu*