

INVITATION TO SUBMIT A PROPOSAL FOR REQUIREMENTS OF THE SOUTH AFRICAN BUREAU OF STANDARDS (SABS)

RFP NUMBER: 201577

DESCRIPTION: Appointment of a service provider for the provision of storage area network Including license renewal & support services of hardware for a period of three years.

CLOSING DATE: 10th December 2024

CLOSING TIME: 11:00am

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THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL BEING DISQUALIFIED)

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE	NUMBER	(CODE)		(NUMBER)	
FACSIMILE NUMBER		(CODE)		(NUMBER)	
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					

NAME OF AUTHORISED PERSON	
SIGNATURE OF BIDDER	
CAPACITY UNDER WHICH THIS BID IS SIGNED	
DATE	

1. Intent

The South African Bureau of Standards (SABS) is inviting experienced and reputable (Suppliers) Bidders to submit proposals for the Appointment of a service provider for the provision of storage area network Including license renewal & support services of hardware for a period of three years.

2. Confidentiality

This document may not be used for any purpose by the Bidder other than for developing their response to it, and all reasonable efforts must be taken by the Bidder to ensure confidentiality of any information provided. This document and any other information of a confidential nature provided to the Bidder during the Request for Proposal (RFP) process are to be covered by the non-disclosure agreement signed between the SABS and the Bidder.

3. Procedural compliance

3.1 Intent to respond

An interested Bidder is required to advise the SABS of its intention to submit a proposal by completing and returning the "Intention to Respond" form (Appendix B) no later than **10th December 2024**. Should a party decide not to respond to this RFP, you are requested to continue to treat the information as confidential in perpetuity.

3.2 Responsibility for costs

Under no circumstances shall the SABS accept any responsibility whatsoever for any of the Bidder's costs associated with the preparation and/or submission of its Bid/Proposal, including any costs incurred by the Bidder prior to the signature, by both parties, of an agreement resulting from a successful bid.

3.3 Amendments to the RFP

Amendments to this document shall only be effective if agreed by the SABS and confirmed in a written addendum to the RFP. The SABS reserves the right to modify the scope of this document at any time prior to and after the award of the tender.

3.4 Delivery of proposals or bids

The Bidder is responsible for ensuring that the Bid/Proposal is submitted and delivered on time to Tenders.Prince@sabs.co.za. The SABS undertakes that the Bids/Proposals shall be stored in a secure place, opened at the same time and not before the deadline for submission.

Note: The above email address should only be used for submission of proposals. No clarity seeking questions should be sent to this email address. (see 4.2 below)

3.5 No obligation to proceed

The SABS reserves the right to discontinue the RFP process at any time prior to the formation of the envisaged agreement and will give written reasons for the cancellation upon written request to do so. The SABS, its subsidiaries, shareholders, advisors, directors, employees, representatives including the SABS Representative shall not be liable for any losses, claims or damages of whatsoever nature or howsoever arising that may be sustained by a Bidder or any other person as a result of its participation or any amendment, termination or suspension of

the process set out in this RFP or its exclusion from participating in the tender process at any point. It is an express term that SABS shall in no way be liable for any indirect/consequential damages, loss of profits, etc. suffered by the Bidder during the RFP process, award, negotiating and/or contracting phase.

After any cancellation of the tender process or the rejection of all tenders due to noncompliance with the thresholds, SABS may abandon the proposed work and services, have it performed in any other manner, or re-issue a similar invitation to tender at any time.

3.6 No contract

Bidders shall note that this RFP does not commit the SABS to any course of action resulting from the receipt of Bids/Proposals and the SABS may, at its discretion, reject any Bid/Proposal that does not conform to instructions and specifications that are contained herein or select a Bidder based upon its own unique set of criteria. SABS also reserves the right not to select a Bidder/award the tender. The SABS does not become bound by any obligations prior to the signature, by both parties, of an agreement - to be negotiated, resulting from a successful bid.

Nothing in this document shall be construed as a contract between the parties and no communication, whether verbal or written, by the SABS personnel or agents during this process shall create such a contract in respect of the requirements specified in this RFP.

SABS shall not be liable for any fees incurred due to any work done/services performed by the Bidder prior to signature, by both parties, of an agreement resulting from a successful bid.

3.7 Validity of proposals

The proposal shall remain valid for a period of one hundred and twenty (120) days from the submission date, where after such proposal expires. SABS retains the right, but is under no obligation, to request Bidders to extend the validity periods of their proposals, prior to expiry thereof. Such request, if any, shall be in writing. The Bidder is not obliged to extend the validity period.

3.8 Intellectual Property

The Bidder undertakes that the SABS retains ownership of all Intellectual property rights on all material and processes developed that relate to the service provided for and on its behalf by the Bidder. The Bidder undertakes to transfer all said Intellectual Property Rights, whether registered and / or unregistered, to the SABS, including undertaking to sign all forms necessary to affect such transfer.

4. General Instructions

4.1 Assumptions

The SABS has endeavored to provide sufficient guidance to inform Bidders' Bids/Proposals. However, it may be necessary to make some assumptions. Where assumptions have been made these must be documented in the Bid/Proposal. The SABS accepts no responsibility for assumptions made by the Bidder.

4.2 Requests for clarification/additional information

Requests for additional information, questions or issues fundamental to the quality or clarity of the response should be submitted using the 'Request for Proposal Enquiry' (Appendix N). Additional information will be provided at the discretion of the SABS. The SABS also reserves the right to provide the same information to all other interested Bidders.

4.3 Contact information

All enquiries regarding this RFP must be e-mailed to prince.hlongwane@sabs.co.za and Luvuyo.Tshabalala@sabs.co.za. Bidders must not contact any other SABS personnel regarding this RFP as this may lead to disqualification of the bid. Also note that any canvassing by Bidders regarding this RFP will result in disqualification.

4.4 Timescale

The proposed timescales for the RFP process are indicated below.

Item	Milestone	Date
1	Date of RFP advertisement	26 th November 2024
2	Appendix C, Non-disclosure Agreement /Confidentiality Undertaking signed and submitted	10 th December 2024
3	Appendix B, Intention to respond released and submitted	10 th December 2024
4	Final Date for Bidders to submit consolidated requests for clarification (Questions) Questions to be send to Luvuyo.Tshabalala@sabs.co.za	29 th November 2024
5	SABS clarification. (No further clarification after this date)	3 rd December 2024
6	Proposal Submission Date Proposals to be send to Tenders.prince@sabs.co.za	10 th December 2024
7	Evaluation of proposals	TBC
8	Awarding of Tender (Next TC seating)	TBC

4.5 Management summary

This section should be submitted as a separate document. The information to be provided in the Management Summary shall include, but not be limited to the following items o Company profile o Completed 'Statement of Compliance' (Appendix K)

4.6 Presentations

The SABS reserve the right to request bidders to present for clarification.

4.7 Clarification and inspections

The SABS may submit clarification in writing on specific tender aspects to obtain a better understanding of the received bid/s. This may also include possible inspections of the Bidder's premises at an agreed upon date and time.

4.8 Submitting a response

4.8.1 Due date

- o Proposals/ Bids are to be submitted by closing date and time as stipulated on page 1.
 - o Proposals/ Bids must be submitted **electronically** to Tenders.prince@sabs.co.za indicating the tender **reference number** and **description on the subject**. **Maximum size 14MB**.
 - o Proposals/ Bids must be submitted on **PDF Files** (compressed zipped folder if necessary).
 - o Proposals/Bids submitted **via a link and/or "we transfer" will not be accepted.**
 - o The responsibility for on-time submission rests entirely with the Bidders.
 - o **Late submissions will NOT be accepted.**
- o **The above email address should only be used for submission of proposals. No clarity seeking questions should be send to this email address.** o

4.8.2 Proposal format

Each proposal shall include a detailed description of the Bidder's capabilities with regard to the requirements set out in **Appendix A and Section 5.3** of the Mandatory Evaluation.

4.8.3 Central Supplier Database (CSD) Registration

Service providers and suppliers who wish to render services to SABS will no longer register at SABS directly. Suppliers will have to register on National Treasury Central Supplier Database (CSD) as per National Circular No 3 of 2015/6 – Central Supplier Database; National Treasury will maintain the database for all suppliers for Government and its institutions; and

All existing and prospective suppliers are requested to register on the CSD by accessing the National Treasury website at www.CSD.gov.za.

5. Evaluation

5.1 Returnable documents

Bidders must provide the following administrative compliance documents. [TICK APPLICABLE BOX]

NO	APPENDIX	TICK
1	Appendix A Tender Requirements/ Scope of Work	
2	Appendix B Intention to Respond	
3	Appendix C SBD 4 Bidder's Disclosure	
4	Appendix D Signed Non-disclosure agreement	
5	Appendix E SBD 6.1 Preference points claim form in terms of the Preferential procurement Regulation 2022	
6	Appendix F Signed SABS Terms & Conditions	
7	Appendix G CSD Report / Proof of banking details for international suppliers	
8	Appendix H BBBEE/ Sworn affidavit	

9	Annexure I Quotation/ Fixed Rate	
10	Appendix J Management Summary (including Statement of Compliance)	
11	Appendix K Statement of Compliance	
12	Appendix L Page 2 of the RFP Document	
13	Appendix M Audited Financial Statements	
14	Appendix N Request for Proposal Enquiry	

5.2 Disqualifying criteria is as follows:

- Bidders who do not meet all the requirements as specified on the RFP document scope of work will not be evaluated any further.
- Bidders whose solution is encumbered by any Intellectual Property rights, whether registered and / or unregistered, including but not limited to Copyrights, Patents, Know-how, Registered Designs, Trademarks, Trade Secrets and the like, will not be considered for award of the bid.
- Bidders who make a misrepresentation on the above 2 points or any other material fact.

5.3 Tender Evaluation Process

Mandatory Requirements

- All proposals must supply the relevant resellers/partners accreditation documentation

Functionality Evaluation

Functionality will be measured on a scale of 1-5. Very poor:1, Poor:2, Average:3, Good:4, Excellent:5

No	Criteria	Weight
1	As part of the project management services, the bidder(s) is expected to provide the following in the proposal: • Agile Methodology Framework (including Initiation, product planning, release planning, sprint planning, sprint execution, final delivery, maintenance and support, change management, and riskmanagement). • Offering Readiness Assessment (with recommendations) • Implementation Plan (data backup solution); and • Post Implementation - stabilization, service delivery, and support (including managed services life cycle). • Bidders must submit a project methodology for the project outlining the method to be used during the project	30%

	Bidders must submit a detailed technical program as per proposed timelines through a project plan or Gantt chart <table><tr><th>Preliminary Programme and methodology and approach</th><th>Points</th></tr><tr><td>Non-submission of preliminary and programme plan</td><td>0</td></tr><tr><td>The activity schedule omits important tasks, the timing of the activities and correlation among them are inconsistent with project deliverables. There is lack of clarity and logic in the sequencing</td><td>10</td></tr><tr><td>The work plan fits the project deliverables well; all important activities are indicated in the activity schedule as per the scope of work and their timing and sequencing is appropriate and consistent with project objectives and requirements.</td><td>20</td></tr><tr><td>The work plan fits the project deliverables well; all important activities are indicated in the activity schedule and the sequencing and timing of activities are very well defined, indicating that the Tenderer has optimized the use of resources. The work plan permits flexibility to accommodate contingencies.</td><td>30</td></tr></table>	Preliminary Programme and methodology and approach	Points	Non-submission of preliminary and programme plan	0	The activity schedule omits important tasks, the timing of the activities and correlation among them are inconsistent with project deliverables. There is lack of clarity and logic in the sequencing	10	The work plan fits the project deliverables well; all important activities are indicated in the activity schedule as per the scope of work and their timing and sequencing is appropriate and consistent with project objectives and requirements.	20	The work plan fits the project deliverables well; all important activities are indicated in the activity schedule and the sequencing and timing of activities are very well defined, indicating that the Tenderer has optimized the use of resources. The work plan permits flexibility to accommodate contingencies.	30				
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2	Technical Lead must have a minimum of 5 years' experience implementing the proposed solutions. Certified 3-year qualification in information communication Technology field (i.e. Bachelor IT or BSC IT or a National Diploma) and must be certified to work on the proposed technology. (CV Must be provided by the bidder with the related qualifications) <table><tr><th>Years of experience (Technical Lead)</th><th>Points</th><td rowspan="6"></td></tr><tr><td>No relevant experience + Relevant qualification</td><td>0</td></tr><tr><td>1-4 years of experience + Relevant qualification</td><td>5</td></tr><tr><td>5-7 years of experience + Relevant qualification</td><td>10</td></tr><tr><td>8-9 years of experience + Relevant qualification</td><td>15</td></tr><tr><td>10 and more years of experience + Relevant qualification</td><td>20</td></tr></table>	Years of experience (Technical Lead)	Points		No relevant experience + Relevant qualification	0	1-4 years of experience + Relevant qualification	5	5-7 years of experience + Relevant qualification	10	8-9 years of experience + Relevant qualification	15	10 and more years of experience + Relevant qualification	20	20%
Years of experience (Technical Lead)	Points														
No relevant experience + Relevant qualification	0														
1-4 years of experience + Relevant qualification	5														
5-7 years of experience + Relevant qualification	10														
8-9 years of experience + Relevant qualification	15														
10 and more years of experience + Relevant qualification	20														
3	The bidder must submit minimum of two (2) qualified resources to set up the hardware and migrate the virtual machines from the old SAN to the new SAN. The certificates required are VMWare and Veeam Backup certificate with a minimum of 7 years working experience. (CV Must be provided by the bidder with the qualifications)	20%													

	Years of experience (Technical Team)	Points	
	No relevant experience + Relevant certificates	0	
	1-4 years of experience + Relevant certificates	5	
	5-7 years of experience + Relevant certificates	10	
	8-9 years of experience + Relevant certificates	15	
	10 and more years of experience + Relevant certificates	20	
4	The Bidders to provide minimum of five reference from clients (not older than 7 years) where they have set up and migrated the virtual machines hardware SAN from the old SAN to the new SAN. The reference letters must be (Accompanied by letter completion certificate). The reference letters must include the following: • Description of the services provided for the client • Signature of the client on the letters • Be on an official company letterhead		30%
	Number of Reference Letters	Points	
	No Reference Letters	0	
	One Reference Letters (Accompanied by completion certificate.)	5	
	Two Reference Letters (Accompanied by completion certificate.)	10	
	Three Reference Letters (Accompanied by completion certificate.)	15	
	Four Reference Letters (Accompanied by completion certificate.)	20	
	Five Reference Letters (Accompanied by completion certificate.)	30	

Bidders who meet the minimum threshold of 75% on functionality will be evaluated further on the 80/20 preference point system

Scoring of the Project Methodology and Project Schedule

Project Schedule terms and meanings This methodology must apply to the project described in the scope of works of this tender document	
Average Project Schedule	The schedule is linked to the methodology; the high-level activities are represented; the activities are numbered; the sequence of execution is clear from the representation.
Good Project Schedule	The schedule is linked to the methodology at every activity level; the applicable activities are detailed the activities are numbered; the sequence of execution is clear from the Gantt chart.
Concise Project Schedule	The schedule is linked to the methodology at every activity level; the applicable activities are detailed; the activities are numbered; the sequence of execution is clear from the Gantt chart; activities sequencing is in parallel as far as is practical; the activities are grouped according to the Project Management Institute's best practice for Project Management.

- **The top three suppliers who meet the minimum technical/functionality evaluation score of 75% may be invited to participate in the second assessment stage, demonstrating/presentation/interview session.**

5.4 Preferential point system – Pricing and **SPECIFIC GOAL**

Only Bidders who submitted quotations as per scope of work and met mandatory requirements will be evaluated further on 80/20 preference points system of 2022. (Pricing and **SPECIFIC GOAL**)

6. **Feedback on Proposals**

Once the recommendation to the Tender Committee has been approved, the successful and unsuccessful bidder(s) will be notified in writing.

Successful bidder/s will be issued with a notification letter. Such notification does not constitute an agreement. The award is wholly subject to the successful Bidder entering into a duly signed contract with SABS.

7. Contracting

Successful bidder(s) will be required to enter a contract with the SABS. A formal Agreement will be signed with the successful bidder and SABS further reserves the right to amend, alter or delete clauses relating to, but not limited to insurance, indemnity, undertaking, guarantees, Intellectual Property, service levels and / or tax compliance.

SABS shall not be liable for any costs expended by the bidder prior to any formal agreement being signed. **It is therefore imperative that NO SERVICES are rendered prior to the formal agreement becoming effective.**

Appendix A – Scope of Work

ICT infrastructure currently has V7000 storage area network (SAN) hosting several missions - critical business applications. These applications are pivotal to the day-to-day operations. Any downtime or performance degradation in these applications could have far-reaching implications, including decreased productivity and potential revenue loss. The SAN no longer has warranty support and reached end-of-life (EOL) support. The original equipment manufacturer (OEM) has discontinued hardware support for the product. The aging SAN infrastructure is prone to hardware failures and performance degradation, leading to frequent outages and service disruptions.

ICT Infrastructure plans to replace the current SAN with the new storage solution that offers higher performance levels, enabling faster data access and processing. This improvement will enhance the overall efficiency of ICT operations and support the timely execution of critical tasks and processes.

Furthermore, a strategic imperative for the SABS is to move all applications currently hosted by service providers in private cloud environment.

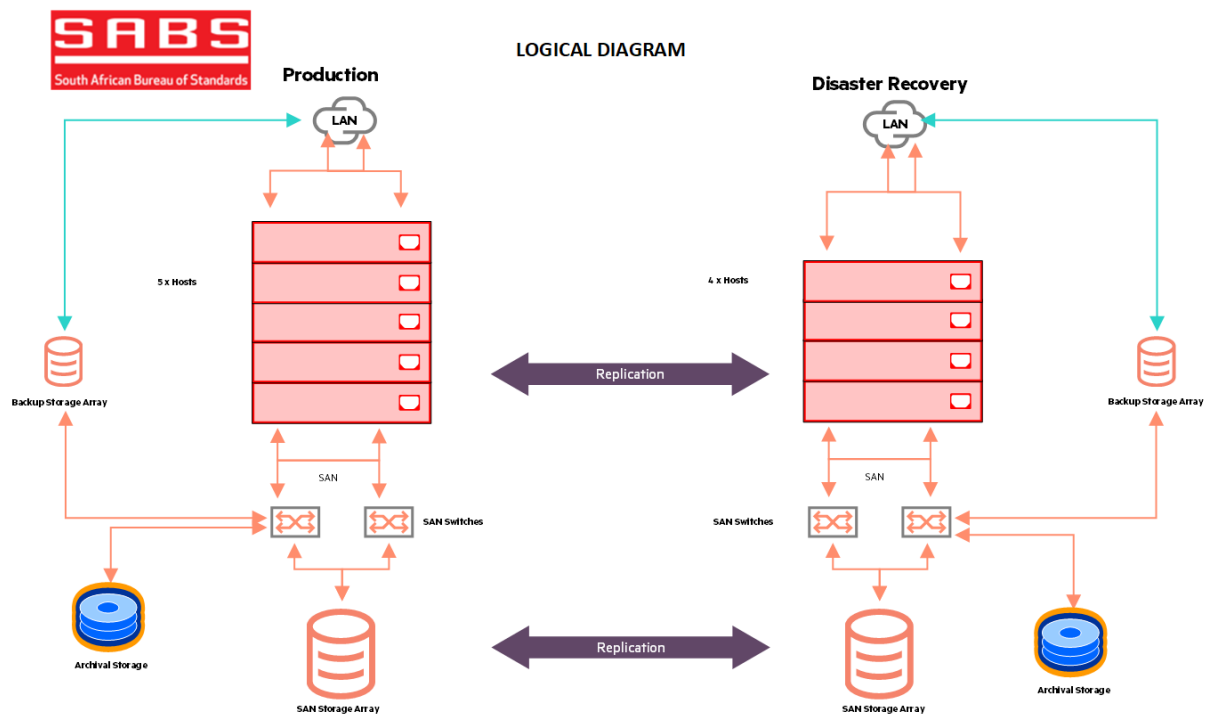
By investing in modern storage solutions, ICT expects to see an increase in return on investment due to improved performance, reliability, and scalability. The enhanced capabilities of the new SAN will enable ICT to handle larger workloads and accommodate future growth without requiring frequent upgrades.

1. Description of Services

The scope of work for the proposed solution will include:

- **Data Centre infrastructure** - Compute, virtualization, storage, networking, and backup solution
- **Backup Solution** – Backup to disk (B2D) storage
- **Consulting Services** - Complete end-to-end configuration and installation of the IT infrastructure including design, start up, configuration, backup, data migration, software installation, hyperconverged infrastructure setup, virtualization configuration, virtual to virtual (V2V) server migrations and physical to virtual (P2V) server migrations for all sites.
- **Software** - Hyperconverged software, virtualization software and backup software for all sites.
- **Support and Maintenance:** - 3 Years Support
 - Hardware – 3 years 24x7 Proactive Services (Semi-annual operating-system environment patch analysis, firmware analysis, Annual System Health Check).
 - Software – 3 -year 24x7 remote and telephonic support (standard).
- **Training** - Training on the provided solution for 2 x SABS Engineers

Below is a diagram that depicts the envisaged future state solution.



2. Technical Specifications

2.1. 2 x Sites (Production and Disaster Recovery Site)

Category	QTY	Description
Rack Infrastructure	3	42U 600x1200mm Racks each with 4 x 7.3kVA/60309 3-wire 32A/230V Outlets (36) C13 (6) C19/Vertical INTL PDU
Keyboard Video Mouse (KVM)	1	1 x Rackmount KVM console
Hyperconverged Infrastructure (HCI) Nodes	2	6 x Rackmount servers, each configured with natively built-in hyperconverged Software: Processors: 2 x Intel Xeon-Gold 6526Y 2.8GHz 16-core 195W. Memory: 1024GB, 64GB 2RX4 PC5-4800B-R Smart Kit. Internal HDD: 2 x 240GB SSDs (OS). NIC Ethernet: 2 x Ethernet 25Gb 2-port SFP28 Adapter NIC Ethernet: 1 x Ethernet 1GbE 4-port base-T Adapter - All cables and transceivers for connectivity.
Backup Server	2	1 x Rackmount server, configured with: - Processors: 2 x Intel Xeon-Silver 2.0GHz 12-core 150W - Memory: 128GB - Internal HDD: 2 x 480GB SSDs (OS). - Data Drives: 5 x 960GB SSDs - NIC Ethernet: 1 x Ethernet 25Gb 2-port SFP28 Adapter - NIC Ethernet: 1 x Ethernet 1GbE 4-port base-T Adapter All cables and transceivers for connectivity.
Licenses	N/A	SABS will provide VMware and Veeam Backup & Replication Licenses
Networking	2	2 x redundant 48 Port 25G SFP+/28, with 8 x 100G QSFP+/28 uplink ports (LAN)

		• 2 x redundant 48 Port 1GB base-T Management switches with 4 x 40G QSFP+ uplink ports (Management Network) ○ ALL cables and the necessary transceivers for connectivity
Hyperconverged Infrastructure (HCI) Storage (Production)	1	• Capacity: Hyperconverged Storage minimum 236TB useable capacity, All Flash or Hybrid Flash, with built-in deduplication and compression. Effective capacity of minimum 709TB on a 3:1 deduplication and compression ratio. • Performance: Throughput 5.0GB/s, with a minimum of 130 IOPS, 8K Random Mixed 50/50. • Scalability: Offered storage should be flexible to scale up and scale out • Availability: No Single point of Failure & Performance. Provided storage array shall provide enterprise availability of 99.9999% or better and with no single point of failure. • Replication: Offered Storage must support both Synchronous and Asynchronous storage-based replication from primary array to at-least two secondary arrays for a given volume.
HyperConverged Infrastructure (HCI) Storage (Disaster Recovery)	1	• Capacity: HyperConverged Storage minimum 168TB useable capacity, All Flash or Hybrid Flash, with built-in deduplication and compression. Effective capacity of minimum 506TB on a 3:1 deduplication and compression ratio. • Performance: Throughput 5.0GB/s, with a minimum of 130 IOPS, 8K Random Mixed 50/50. • Scalability: Offered storage should be flexible to scale up and scale out • Availability: No Single point of Failure & Performance. Provided storage array shall provide enterprise availability of 99.9999% or better and with no single point of failure • Replication: Offered Storage must support both Synchronous and Asynchronous storage-based replication from primary array to at-least two secondary arrays for a given volume.
Backup to disk storage	2	• 180TB Useable storage capacity (Backup Appliance) • Native Built-in Deduplication and Compression • Native Cloud backup capability (AWS, Microsoft, Google, etc) • Tape Support • Multicloud support • Scalable to at least 1PB • 4 x 10/25GB Ports • 4 x 10/25GB SR Transceivers • 4 x LC-LC OM4 cables • 1 x 4GB Base T ports
Archival Storage	2	• Archival storage Appliance • Scalable 500TB Useable Capacity • File and Object Storage • Cloud backup capability (AWS, Microsoft, Google, etc) • Tape Support • Multicloud support • Scalable to at least 5PB

		• 4 x 10/25GB Ports • 4 x 10/25GB SR Transceivers • 4 x LC-LC OM4 cables • 1 x 4GB Base T ports
		Backup software for 350 Virtual machines and 236 TB storage capacity. • Backup Software - Enterprise-class backup software providing comprehensive virtual server protection with support and advanced hypervisor integration for Virtual Machines (VMs), including replication to DR site. ○ Backup for 350 Virtual Machines ○ Backup for 236 TB with projected growth of 10% per year. • Backup Capabilities ○ Immutable data copies ○ Ransomware Protection and Ransomware Resilience ○ Backup Data Encryption ○ Continuous Data Protection and Disaster Recovery ○ Non-Disruptive Disaster Recovery Testing ○ Automation and Orchestration ○ Analytics and Report • Archival Software Capabilities ○ Capable of file and object storage ○ Reporting and Monitoring ○ A single Multicloud platform for long-term data retention in the cloud and on tape ○ Policy automation ○ Multicloud support ○ Support for online and cold cloud storage from AWS, Azure, and GCP ○ Flexible retention, archival, and data retrieval ○ Tape Support
Support	2	• Hardware – 3-year 24x7 Proactive Services (Semi-annual operating-system environment patch analysis, firmware analysis, Annual System Health Check). • Software – 3-year 24x7 telephonic support standard.
Consulting Services		• Project Management with Complete documentation of the solution (Test, sign-off and handover) • Solution design. ○ Hardware design (Server, Network, Storage, Backup and DR Solution). ○ VMware Design. • Solution Installation and Configuration

		○ Onsite Installation and start up services for Server, Network, Storage, backup solution as per the design. ○ VMware installation and configuration as per the design. ○ Data migration (about -185TB), from current environment to new infrastructure ○ V2V migrations to new environment (About 311 VMs) ○ Disaster Recovery setup and configuration with automated failover and failback. ● Disaster Recovery testing
Service Credits		● Ad-hoc credits from the OEM that can be redeemed over a 3-year period. ● Ad-hoc credits from the Service Provider that can be redeemed over a 3-year period.
Training	2	● Classroom OEM administrator training on the Compute System including the Compute Networking for 2 resources. ● OEM administrator training on the compute Solution for 2 resources ● OEM administrator training on the storage array for 2 resources ● VMware training for 2 resources ● Backup Software training for 2 resources

Appendix B

Intention to respond to the Request for Proposal

We hereby accept / decline your Request for Proposal.

Company: _____

Company
Representative: _____

Position/Title: _____

Signature: _____

Please state a brief reason for declining this Request for
Proposal _____

Appendix C

BIDDER'S DISCLOSURE

SBD 4

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,

employed by the state?

YES/NO

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

2.2

Full Name	Identity Number	Name of State institution

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:

.....

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

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

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

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring 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

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.

exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2022/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

Appendix D

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made BETWEEN

The South African Bureau of Standards (SABS), an organization established in terms of section 2 of the Standards Act (29 of 1993), whose registered office is at 1 Dr Lategan Road, Groenkloof, Pretoria, 0001, South Africa.

AND _____ (“the Bidder”),
Registration Number: _____ whose registered office is at

(Hereinafter referred to as the “parties”)

WHEREAS in the course of discussions and/or negotiations with the South African Bureau of Standards, the Bidder has received, or may receive in future, information relating to **RFP 201577 Appointment of a service provider for the provision of storage area network Including license renewal & support services of hardware for a period of three years**, for the South African Bureau of Standards and other related information hereinafter referred to as “Confidential Information”. “Confidential information” shall include, but not be limited to any information disclosed by the SABS and / or any of its affiliates, employees, agents, representatives, subcontractors and consultants to the Bidder, its employees, agents, representatives and consultants, whether orally, in writing, by graphic, pictorial or electronic format, which information includes but is not restricted to Business information, including know how, commercial and technical aspects of products, processes and services; status and capabilities of the SABS’ business; The SABS or its subcontractors’ marketing and planning programs, products specifications, Service specifications, plans, drawings, test results and findings; financial, operational and technical data; and particular types of technologies and inventions, that already currently exist or that the SABS wishes to be developed, which could be subject to intellectual property rights, whether registered and/or unregistered.

Therefore, the parties wish to agree as follows:

1. The Bidder undertakes to keep strictly secret and confidential all confidential information relayed or transmitted to it in any manner or form and will not divulge any part of the Confidential Information directly or indirectly to any person, firm or entity (other than such of its employees who have a need to know the Confidential Information for the purposes of fulfilling the Bidder’s obligation to the South African Bureau of Standards).
2. The Bidder undertakes to not make copies of the Confidential Information or otherwise disseminate any of the Confidential Information (except as may be required to fulfil specific obligations towards South African Bureau of Standards) without South African Bureau of Standards express prior written consent.

3. This agreement applies to information whether such information is marked as or appears to be confidential and whether such information is of commercial use to South African Bureau of Standards or any other party.
4. This agreement shall not apply to information which: -
 - (a) the Bidder can show had been lawfully received by it prior to disclosure under this agreement.
 - (b) is in the public domain or becomes so otherwise than through breach of this agreement;
 - (c) was disclosed to the Bidder by a third party who was under no obligation of confidence in respect thereof;
5. The Bidder further undertakes that the South African Bureau of Standards retains ownership of all Intellectual property rights on all material and processes developed that relate to the service provided for and on its behalf by the Bidder. The Bidder undertakes to transfer all said Intellectual Property Rights, whether registered and / or unregistered, to the SABS, including undertaking to sign all forms necessary to affect such transfer.
6. The Bidder acknowledges that the confidentiality obligations extend from signature of this agreement and survive the termination of the tender process, whether the Bidder is successful or not.

IN WITNESS WHEREOF the parties hereto have executed this agreement in duplicate.

Signed at.....on this.....day of2024

On behalf of the South African Bureau of Standards (signature)
Luvuyo Tshabalala (Procurement)

Witness 1. Witness 2.

Signed at..... on this..... day of2024

Signed on behalf of the Bidder, duly authorized thereto..... (signature)

..... (name) (title)

Witness 1. Witness 2.

To: Tenders.prince@sabs.co.za

Appendix F

SABS STANDARD TERMS AND CONDITIONS

Bidders must sign the terms and condition to indicate acceptance thereof. Should the bidder have a variation/s, these must be submitted as Annexure F1 indicating the clause number, the rational for not accepting that specific clause and provide an alternative clause.

<https://www.sabs.co.za/Procurement/docs/SABS%20STANDARD%20TERMS%20AND%20CONDITIONS%20FOR%20PROCUREMENT%20OF%20GOODS%20AND%20SERVICES....pdf>

Annexure G CSD REPORT

Appendix H – BBBEE Certificate/Sworn Affidavit

Appendix I

Quotation

Appendix J

Management Summary

Appendix

Statement of Compliance to the Request for Proposal

Company Name: _____

Proposed Service: _____

It is hereby confirmed that the proposal response to the SABS' RFP is fully compliant with all points with the exception of the specific issues outlined below:

Signed: _____ (Authorised Signatory)

Name: _____

Position: _____

Date: _____

Appendix

Page 2 of tender document L

Appendix
AUDITED FINANCIAL STATEMENT M

Appendix

Request for Proposal Enquiry N

To: Luvuyo.Tshabalala@sabs.co.za

From:

Questions:

Answers:

To: prince.hlongwane@sabs.co.za and Luvuyo.Tshabalala@sabs.co.za

**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**

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
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“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:

$$Ps=90(1-\frac{Pt-Pmin}{Pmin}) \quad \text{or} \quad Ps=80(1-\frac{Pt-Pmin}{Pmin})$$

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:

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

P_{max}

P_{max}

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = 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.)

Specific Goal	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)
	100% black ownership		10		

Persons historically disadvantaged on the basis of race	75% - 99% black ownership		8		
	60% - 74% black ownership		6		
	51% - 59% black ownership		4		
	0% - 25% black ownership		2		
	0% black ownership		0		
Persons historically disadvantaged	100% black women ownership		6		
	51% - 99% black women ownership		4		
on the basis of gender	30% - 50% black women ownership		2		
	0% black women ownership		0		
Persons historically disadvantaged on the basis of disability	100% owned by persons living with disabilities		4		
	51% - 99% owned by persons living with disabilities		2		
	0% - 50% owned by persons living with disabilities		0		

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 authorized 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 favorable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

.....

SURNAME AND NAME:

DATE:

ADDRESS:

.....

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	RFP 201577	CLOSING DATE:	10 TH December 2024	CLOSING TIME:	11:00am
DESCRIPTION	Appointment of a service provider for the provision of storage area network Including license renewal & support services of hardware for a period of three years.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ 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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
--	--	---	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ 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.

SBD1

PART B - TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE: