



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

PARTICULARS OF THE BIDDER	
NAME OF THE BIDDING OR TENDERING COMPANY	
POSTAL ADDRESS	
	POSTAL CODE
STREET ADDRESS (PHYICAL ADDRESS)	
	POSTAL CODE
E-MAIL ADDRESS	
TELEPHONE NUMBER (TELKOM LINE)	
CIDB CRS NUMBER (IF APPLICABLE)	
CELLPHONE NUMBER	
ALTERNATE CELLPHONE NO.	
<b>CENTRAL SUPPLIER DATABASE NUMBER OF THE BIDDING COMPANY</b>	



RUSTENBURG LOCAL MUNICIPALITY

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**INDEX/TABLE OF CONTENTS**

<b>DOCUMENT NAME ABBREVIATION</b>	<b>DOCUMENT NAME/DESCRIPTION</b>
	<b>DOCUMENT COMPLETION INSTRUCTION AND RETURNABLE DOCUMENTS SCHEDULE</b>
MBD 1	<b>INVITATION TO BID (PART A)</b>
MBD 1	<b>PART B</b>
AD	<b>ADVERT</b>
GCC	<b>GENERAL CONDITIONS OF CONTRACT</b>
TOF	<b>TERMS OF REFERENCE/ BID SPECIFICATIONS</b>
F	<b>FUNCTIONALITY</b>
PS	<b>PRICING SCHEDULE</b>
MBD 4	<b>DECLARATION OF INTEREST</b>
MBD 5	<b>DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)</b>
MBD 6.1	<b>PREFERENCE CLAIM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS</b>
MBD 7.2	<b>CONTRACT FORM - RENDERING OF SERVICES</b>
MBD 8	<b>DECLARATION OF ABUSE OF SUPPLY CHAIN MANAGEMENT SYSTEM</b>
MBD 9	<b>CERTIFICATE OF INDEPENDENT BID DETERMINATION</b>
SECTION 38	<b>DECLARATION OF BIDDERS'S PAST PRACTICES</b>
SF	<b>SIGNATORY FORM</b>



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT DOCUMENT COMPLETION INSTRUCTION AND RETURNABLE DOCUMENTS SCHEDULE**

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD)

- ✓ Bidders must be registered on CSD and provide their registration number on the tender/ quotation document  
**COMPLETION OF THE DOCUMENT**

**PLEASE READ AND FOLLOW INSTRUCTIONS BELOW ON HOW TO COMPLETE DIFFERENT FORMS IN THE DOCUMENT AND FILL THEM AS INSTRUCTED**

- ✓ The tender documents must be completed in full i.e. Compulsory Questionnaire, MBD 1, Pricing Schedule, MBD 4, MBD 5, MBD 6.1, MBD 7.2, MBD 8, MBD 9, Section 38 and the Form of Offer, including all witness signatures on all the above stated forms.
- ✓ ***NB! FAILURE TO ADHERE TO THE BELOW MENTIONED POINTS WILL INVALIDATE THE TENDER AND RESULT IN DISQUALIFICATION***
- **COMPULSORY QUESTIONNAIRE** must be fully completed and signed  
*In a case of Joint Venture separate **COMPULSORY QUESTIONNAIRE** forms must be completed and submitted.*
  - **MBD 1** must be fully completed and signed
  - **PRICING SCHEDULE** must be fully completed and signed
  - **MBD 4** -only tick the appropriate answer. Please be informed that whether you scratch out, tick or circle, **your answer will be where the pen ink is reflecting.**  
*In a case of Joint Venture or multi- directors, full details of all directors / trustees / shareholders / members must be provided on the table on MBD 4.*
  - **MBD 5** -only tick the appropriate answer. Please be informed that whether you scratch out, tick or circle, **your answer will be where the pen ink is reflecting.**
  - *In a case of Joint Venture separate **MBD 5 forms must be completed and submitted.** (complete if applicable)*
  - **MBD 6.1** – must be fully completed.
  - **MBD 7.2** must be fully completed.
  - **MBD 8** - only tick the appropriate answer box, whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting
  - **MBD 9** - must be fully completed and signed
  - **SECTION 38** - only tick the appropriate answer box, whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting. Must be fully completed and signed, including signatures of witnesses.



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

- Note that should you answer “**NO**” to any of the declaration questions on **section 38 form**, then supporting documents **MUST** be attached
- **SIGNATORY AUTHORISATION** – complete and sign the form
- The document must not be dismantled, page numbers must be sequential

**THE FOLLOWING MANDATORY DOCUMENTS MUST BE SUBMITTED TOGETHER WITH THE BID DOCUMENT**

- ✓ Deposit slip with tender reference number.
- ✓ CSD report
- **FOR ALL DOCUMENTS THAT WILL NEED CERTIFICATION (AND AFFIDAVITS WHERE APPLICABLE) BIDDERS ARE REQUESTED NOT TO SUBMIT COPIES OF CERTIFIED COPIES.**
- ✓ A valid and certified (not older than (3) three months on the date of tender closure) BBBEE Certificate for the company (if it is a JV the BBBEE must be consolidated)

**MUNICIPAL RATES AND TAXES STATEMENTS OF THE DIRECTORS**

- ✓ Municipal rates and taxes statement which is no older than 3 months on the date tender closure for each directors' address must be attached; or
- ✓ Valid lease agreement of the director/s (showing lease period) or,
- ✓ An original letter from tribal authority not older than three (3) months if the director/s are residing in a tribal land, or
- ✓ If the rates and taxes account are not in the names of the director/s the attached municipal rates and taxes statement must be accompanied an original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the director resides in their property.

**MUNICIPAL RATES AND TAXES STATEMENTS OF THE COMPANY**

- ✓ Municipal rates and taxes statement which is no older than 3 months on the date tender closure for the company's' address must be attached; or
- ✓ Valid lease agreement of the company (showing all critical contractual obligations, or



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

- ✓ An original letter from a tribal authority not older than three (3) months if the company is operating from a tribal, or
- ✓ If the rates and taxes account are not in the names of the company, the attached municipal rates taxes statement must be accompanied by an original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the company operates from their property.

**NB!!**

- ✓ **FOR PROCUREMENT EXPECTED TO BE LESS THAN 10 MILLION, AWARDS WILL NOT BE MADE TO BIDDERS OWING MUNICIPAL RATES AND TAXES FOR OVER 90 DAYS AT THE TIME OF TENDER CLOSURE**
- ✓ **FOR PROCUREMENT EXPECTED TO BE MORE THAN 10 MILLION, AWARDS WILL NOT BE MADE TO BIDDERS OWING MUNICIPAL RATES AND TAXES FOR OVER 30 DAYS AT THE TIME OF TENDER CLOSURE**
- ✓ Required CIDB Grading Certificate where applicable
- ✓ Signatory resolution – Please attach a copy of Signatory resolution where instructed
- ✓ If the submission is from a Joint Venture, then a JV agreement must be attached

**VERIFICATION OF DOCUMENTS AND INFORMATION.**

- ✓ Tax compliance status will be verified using CSD number. (For a bidder to be considered for final award, their status must reflect “tax compliance” before final award is made)
- ✓ CIDB Grading will be verified
- ✓ BBBEE certificates will be verified with relevant registration bodies.
- ✓ Sworn Affidavits will be accepted only if its originals submitted.

**ALLOCATION OF BBBEE POINTS**

- ✓ No points will be allocated for a BBBEE certificate that is a copy of a certified copy or not that is not certified.
- ✓ No points will be allocated if the attached sworn affidavit (BBBEE) is a copy.

**INSTRUCTION ON THE SUBMISSION OF TENDER DOCUMENTS**

- ✓ A tender document must be in a sealed document that has on the outside the bid number and bid description. Both the bid number and the bid description must be on the envelope for the document to be acceptable.
- ✓ If the bid number and description are not clearly marked on the envelope, the bid will be received
- ✓ The tender document must be in the tender box before the specified closing time and date.
- ✓ Bidders who arrive when the tender box is open are late.



**RUSTENBURG LOCAL MUNICIPALITY**

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

**PART A  
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE RUSTENBURG LOCAL MUNICIPALITY					
<b>BID NUMBER:</b>	<b>RLM/DCS/0113/2020/21</b>	<b>CLOSING DATE:</b>	<b>13 JULY 2021</b>	<b>CLOSING TIME:</b>	<b>09H00</b>
<b>DESCRIPTION</b>	<b>APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT</b>				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:

<b>RUSTENBURG LOCAL MUNICIPALITY</b>					
<b>MISSIONARY MPHENI HOUSE</b>					
<b>CNR BEYERS NAUDE AND NELSON MANDELA DRIVE, RUSTENBURG</b>					
<b>SUPPLIER INFORMATION</b>					
<b>NAME OF BIDDER</b>					
<b>POSTAL ADDRESS</b>					
<b>STREET ADDRESS</b>					
<b>TELEPHONE NUMBER</b>	<b>CODE</b>		<b>NUMBER</b>		
<b>CELLPHONE NUMBER</b>					
<b>FACSIMILE NUMBER</b>	<b>CODE</b>		<b>NUMBER</b>		
<b>E-MAIL ADDRESS</b>					
<b>VAT REGISTRATION NUMBER</b>					
<b>TAX COMPLIANCE STATUS</b>	<b>TCS PIN:</b>		<b>OR</b>	<b>CSD No:</b>	
<b>B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]</b>	<input type="checkbox"/> Yes  <input type="checkbox"/> No		<b>B-BBEE STATUS LEVEL SWORN AFFIDAVIT</b>	<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]					



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

<p><i>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</i></p>	<p><input type="checkbox"/> Yes                      <input type="checkbox"/> No [IF YES ENCLOSE PROOF]</p>	<p><i>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</i></p>	<p><input type="checkbox"/> Yes                      <input type="checkbox"/> No [IF YES, ANSWER PART B:3]</p>
<p><i>TOTAL NUMBER OF ITEMS OFFERED</i></p>		<p><i>TOTAL BID PRICE</i></p>	<p>R</p>
<p><i>SIGNATURE OF BIDDER</i></p>	<p>.....</p>	<p><i>DATE</i></p>	
<p><i>CAPACITY UNDER WHICH THIS BID IS SIGNED</i></p>			
<p>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</p>		<p>TECHNICAL INFORMATION MAY BE DIRECTED TO:</p>	
<p><b>DEPARTMENT</b></p>	<p>SCM</p>	<p><b>CONTACT PERSON</b></p>	<p>MR P. MAROME</p>
<p><b>CONTACT PERSON</b></p>	<p>MR J MASINGA</p>	<p><b>TELEPHONE NUMBER</b></p>	<p>014 590 3157</p>
<p><b>TELEPHONE NUMBER</b></p>	<p>0145903123</p>	<p><b>E-MAIL ADDRESS</b></p>	<p>pmarome@rustenburg.gov.za</p>
<p><b>E-MAIL ADDRESS</b></p>	<p><a href="mailto:jmasinga@rustenburg.gov.za">jmasinga@rustenburg.gov.za</a> &amp;<a href="mailto:tenders@rustenburg.gov.za">tenders@rustenburg.gov.za</a></p>		



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

**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.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED, COMPLETED WITH A BLACK PEN
1.3.	THIS BID IS SUBJECT TO THE RLM SUPPLY CHAIN MANAGEMENT POLICY, PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
<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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	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 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS WILL RENDER THE BID INVALID.  
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

**SIGNATURE OF BIDDER:** .....

**CAPACITY UNDER WHICH THIS BID IS SIGNED:** .....

**DATE:** .....





RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

1. Sealed bid documents marked: **“RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT”** must be placed in the bid box in the foyer of the Municipal offices, Missionary Mpheni House, Beyers Naude Drive, Rustenburg not later than **13 July 2021 @ 09H00**, where after the bids will be opened in public at the Municipal offices.
2. One sealed envelope containing **ADMINISTRATIVE EVALUATION (DOCUMENT COMPLETION AND ATTACHMENT OF MANDATORY DOCUMENTS), FUNCTIONALITY (MINIMUM QUALIFYING SCORE 70) AND PREFERENTIAL POINT SYSTEM (80 PRICE & 20 BBBEE)**
3. must be deposited in the box before the closing date and time.
4. Please note that no bid documents given to couriers will not be signed for by Rustenburg Local Municipality.
5. The Council will not be responsible for bids not received or received late by mail. Bids will remain valid for 90 days (Ninety).
6. All bids will be adjudicated based on the prescribed criterion as stipulated in the document.
7. An updated record of payment of rates, taxes and services to the relevant Municipality must be attached. Failure to do so will invalidate the bid submitted
8. No bids will be considered from any person(s) in the service of the state (as defined in Regulation 1 of Local Government: Municipal Supply Chain Management Regulations).
9. Objections or complaints must be submitted in writing to the Municipal Manager at the address stated, and must contain the following:
  - (a) reasons and/or grounds for the objection or complaint.
10.
  - (b) the way in which the objector or complainant's rights have been affected; and
  - (c) the remedy sought by the objector or complainant.
11. Any objection or complaint must reach the Municipal Manager with a 14-day period after award has been made. Late objections or complaints will not be entertained.
12. All bids must be submitted on the official forms provided and a successful bidder will be required to fill and sign a written Contract Form (MBD 7).

RUSTENBURG LOCAL MUNICIPALITY  
P.O. BOX 16  
MISSIONARY MPHENI HOUSE



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

GENERAL CONDITIONS OF CONTRACT  
(NOT TO BE ALTERED)

**PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**  
**Dated July 2010 as set out by the National Treasury: Republic of South Africa**

**TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

**General Conditions of Contract**

**1. Definitions**

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

## **4. Standards**

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

## **5. Use of contract documents and information inspection**

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent Rights**

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

**7. Performance security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

**8. Inspections, tests and analyses**

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

**9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

**11. Insurance**

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

**12. Transportation**

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

**13. Incidental Services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

**14. Spare parts**

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:

- (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.





RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

**15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

**17. Prices**

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

**18. Variation orders**

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

**19. Assignment**

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

**20. Subcontracts**

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

**21. Delays in the supplier's delivery and/or performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

**22. Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

**23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

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



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

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

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

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

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

#### **24. Antidumping and countervailing duties and rights**

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

#### **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in

Performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

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

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

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

**28. Limitation of Liability**

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

**29. Governing language**



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

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

**30. Applicable law**

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

**31. Notices**

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

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

**32. Taxes and duties**

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

**33. Transfer of contracts**

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

**34. Amendment of contracts**

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and

signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

**35. Prohibition of restrictive practices**



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of **restrictive practices** 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

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



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

**SPECIFICATIONS**

**Contents**

1.	<a href="#">BACKGROUND</a>	25
2.	<a href="#">SCOPE OF WORK (TECHNICAL)</a>	25
3.	<a href="#">TOPOLOGY</a>	26
3.1	<a href="#">Communications and Networking</a>	26
3.2	<a href="#">Business Applications</a>	27
3.3	<a href="#">Data processed at Live Production site</a>	28
4.	<a href="#">DISASTER RECOVERY STRATEGY (VIRTUALISATION AND SAN)</a>	28
4.1	<a href="#">Server Virtualisation</a>	29
4.2	<a href="#">SAN (Storage Network Attach)</a>	29
5.	<a href="#">MINIMUM TECHNICAL SPECIFICATIONS OF THE IT DRP AND REAL-TIME PERIMETER MONITORING SOLUTIONS</a>	31
5.1	<a href="#">VMWARE VIRTUAL SERVERS CONNECTED TO A CENTRAL SAN AND TAPE LIBRARY</a>	31
5.1.1	<a href="#">RACKMOUNT SERVERS</a>	31
5.1.2	<a href="#">SAN (STORAGE ATTACHED NETWORK)</a>	34
5.1.3	<a href="#">16-PORT DIGITAL KVM (KEYBOARD, VIDEO AND MOUSE)</a>	35
5.1.4	<a href="#">TAPE LIBRARY AND CARTRIDGES</a>	35
5.1.5	<a href="#">FIBER CHANNEL SWITCH AND WAN CONNECTIVITY DEVICE</a>	36
5.1.6	<a href="#">42U RACK-MOUNT CABINET AND CABLING</a>	37
5.2	<a href="#">UPS AND FIRE SUPPRESSION SYSTEM WITH COOLING</a>	38
5.2.1	<a href="#">FIRE SUPPRESSION SYSTEM WITH COOLING</a>	38
5.2.2	<a href="#">UNINTERRUPTED POWER SUPPLIES (ONLY FOR DRP SITE)</a>	40
5.3	<a href="#">MANAGED INFORMATION SECURITY SOLUTION</a>	41
5.3.1	<a href="#">Real-time Perimeter Monitoring tier:</a>	41
5.3.2	<a href="#">Log Collection and analysis tier:</a>	42
5.4	<a href="#">PROFESSIONAL SERVICES</a>	43
6.	<a href="#">COST SUMMARY OF REQUIRED GOODS AND SERVICES</a>	<b>Error! Bookmark not defined.</b>





RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

<a href="#">7. COST SUMMARY OVER A THREE-YEAR PERIOD</a> .....	48
<a href="#">8. LIST OF ITEMS THAT MIGHT BE PURCHASED ON NEED BASIS</a> .....	49
<a href="#">9. CORE SUBMISSION REQUIREMENTS</a> .....	43
<a href="#">10. EVALUATION MATRIX (FUNCTIONALITY)</a> .....	<b>Error! Bookmark not defined.</b>
<a href="#">11. EVALUATION OF TECHNICAL PROPOSALS</a> .....	<b>Error! Bookmark not defined.</b>

## **1. BACKGROUND**

Rustenburg Local Municipality (RLM), located in Rustenburg , Bojanala District of North West Province, invites proposals from service providers for a three-year Term Contract for supply, delivery, configuration, commissioning, support and maintenance of a secured and reliable backend data processing and storage hardware (Servers, Storage Attached Network, Tape Library, and Fibre Switch) for its Disaster Recovery (DRP) site in Rustenburg Fire Station as well as provision of the real-time perimeter monitoring solution and services for the Production site (Head Office in Mpheni Missionary House).

## **2. SCOPE OF WORK (TECHNICAL)**

The bidders are invited to propose reliable, robust, secured and scalable IT DRP solution that matches or exceeds the technical specifications (as presented below) of the Servers, Storage Attached Network, Tape Library, Fibre Switch, LAN switches, Rack-Mount Cabinet, KVM, KMM and all accessories required to complete the RLM IT Disaster Recovery solution. The bidders' proposed solutions should take into account the RLM Disaster Recovery Strategy (see item 4 below). The bidders should advise on the Wide Area Network (WAN) connectivity requirements of their proposed DRP solution to ensure that scheduled data replications between the live production site and the DRP site at Fire Station are successfully carried within specified time.



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

The bidder shall provide Uninterrupted Power Supply, Access Control and Fire Suppression System with cooling system for the DRP site and for Live Production site (Head Office: Mpheni Missionary House) shall provide only the Fire Suppression System. The bidder's proposed DRP Server Centre solution should be Tier 3 Server Centre. The service provider shall provide sufficient backup power through UPS, network communication facilities, access control system, fire suppression system, and soft services etc. as applicable for Server Centre and as required for the proposed equipment on 24 x 7 basis in order to maintain uptime of the DRP facility. The bidder shall lastly provide Managed Information Security Solution (real-time perimeter monitoring as well as Log Collection and analysis services).

**NB:** Bidders shall supply, deliver, install and cost all equipment, material, accessories, mounting hardware, software, licenses, cables and any other necessary components that are required to complete the commissioning of bidders' proposed solutions. Bidders shall consider product roadmap when proposing solutions to avoid proposing products that have already been phased out or are about to be phased out.

### 3. TOPOLOGY

#### 3.1 Communications and Networking

- 100% Cisco Gigabit Ethernet backbone
- There are nineteen (19) Cisco LAN switches in seven (7) locations within Rustenburg.
- Cisco IP telephony system at Head Office and Fire Station. Includes Unity voice mail, CER, and Informacast paging application.
- 12 VLAN segments
- Dedicated fiber plant between buildings between Mpheni Missionary House and Fire Station.
- LAN infrastructure built on Krone-compliant Gigaspeed copper cables
- 802.n wireless network deployed in all sites in Rustenburg area



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

- Nineteen (19) network servers in a native-mode Active Directory environment. Servers provide a wide array of services. Examples include email servers, print servers, network control servers, storage servers and application servers.
- Internet connection is through two dedicated 1 Gb fiber connection and 100Mb Wireless link to the Telkom and Unics backbone. Bandwidth shaping and traffic prioritization is accomplished with and Cyberoam bandwidth shaping device.

### 3.2 Business Applications

The table below lists all approved Business Applications

NAME OF SYSTEM	PURPOSE
Sage Evolution	Financial system
Sage 300	Payroll and HR
PRIMS	GIS system
Route Master	Meter Reading
Datastor	Document Management System
Veeam	Backup and Replication
Exchange	Mail Server
Barn owl	Risk Management
MacAfee	Antivirus
Streamline NX	Printing
TCS	Traffic control system
Dr Doc	Old Document Management Server



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

**3.3 Data processed at Live Production site**

The Municipality has nineteen (19) virtualized servers that are used for various purposes and are all currently running Microsoft Windows Server 2012 R2 Standard. The Municipality might, on need-basis or quarterly, write the images of all its servers for future use. The RLM would like to replicate its databases and files as specified below:

<b>Server Role</b>	<b>Current Database/File Size (GB)</b>
<b>Mail</b>	<b>8 TB</b>
<b>Financial system</b>	<b>11 TB</b>
<b>GIS</b>	<b>600 GB</b>
<b>Backup</b>	<b>5 TB</b>
<b>Document Management</b>	<b>1 TB</b>
<b>Payroll &amp; HR</b>	<b>1 TB</b>
<b>Windows updates services</b>	<b>400 GB</b>
<b>Meter reading</b>	<b>800 GB</b>
<b>Traffic</b>	<b>500 GB</b>
<b>Antivirus</b>	<b>600 GB</b>
<b>Print Server</b>	<b>600 GB</b>
<b>Old DMS</b>	<b>1 TB</b>
<b>Risk Management</b>	<b>500 GB</b>

**4. DISASTER RECOVERY STRATEGY (VIRTUALISATION AND SAN)**

Rustenburg Local Municipality ICT Disaster Recovery solution is architected around two separate interconnected data centres, in order to offer high availability and minimal downtime. The current data room at Mpheni Missionary house the primary production servers. For disaster recovery, a secondary data room will house the recovery servers, where data will either be mirrored in real time or near real time depending on the business requirements, from time to time as would be defined by the Business Impact Analyses and Risk Assessment.

Without a failover site that has the necessary redundancy, the IT Unit cannot access the offline data backups. With this in mind, the IT systems that have a high priority and zero downtime at critical times to the business (Financial and HR/Payroll applications) require a fully redundant and duplicated platform design.



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

#### **4.1 Server Virtualisation**

The technology platform at the DRP site will be based on server virtualization and utilization of a Storage Area Network (SAN) backend as the primary storage mechanism. Application servers will connect to the SAN on which all operating systems and data will reside. The primary systems will be run on new server hardware, which is based on Intel's latest-generation micro architecture.

Hardware consolidation is achieved by running servers as Virtual Machines. This allows multiple Windows Server instances to be run on a single physical server. Server hardware acquisition should support virtualisation technology. Server virtualization is the masking of server resources, including the number and identity of individual physical servers, processors, and operating systems, from server users.

Server virtualization provides a way for RLM to practice redundancy without purchasing additional hardware. Redundancy affords RLM to run the same application on multiple servers. It's a safety measure, if a server fails for any reason, another server running the same application can take its place. This minimizes any interruption in service. It wouldn't make sense to build two virtual servers performing the same application on the same physical server. If the physical server were to crash, both virtual servers would also fail. The design incorporates redundant virtual servers on different physical machines, as well as different data centres.

#### **4.2 SAN (Storage Network Attach**

A SAN backend with virtualisation offers the following advantages:

- **Better disk utilization**

The main benefit RLM derives from installing a SAN is better disk utilization. When all storage is tied together through a centralized storage network, the Municipality gains the ability to manage everything as a single entity. This gives RLM the ability to slice up the central pool of storage resources at the network level and assign that storage more intelligently to the servers that need it.

- **Better hardware utilization**



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

There will be less physical server hardware, resulting in better resource utilisation. Power consumption will be lower due to fewer servers and the use of more efficient blade servers. Additional power savings will be made subsequent to the lower cooling requirements. This supports an initiative to moving to towards “Green IT” as well as lowering the cost of electricity utilisation.

- **DR solution for multiple applications**

With many critical servers in the data centre running applications that simply can't go down as well as the need to be recovered quickly if a disaster strikes, the best solution is a SAN. Although the upfront costs for implementing a SAN-based disaster recovery solution are higher than the traditional approach of local storage, the benefits can be realized in just a single hour if a disaster happens. The cost of downtime is critical to the Municipality.

- **Better availability for our applications**

Storage arrays in storage networks are built from the ground up to be as reliable and redundant as possible with the aim to never go down. They use pre-failure notification technology like *email home*, where the storage array itself sends a notification to the manufacturer to report that one of its components might fail. Equipment that you find in a SAN is built to highly robust standards. Applications fail because of data becoming corrupted by things going wrong with the disks that those applications use. The storage arrays in a SAN use very good data protection algorithms to make sure that your data stays consistent.

- **Backup windows are taking too long**

Decreasing the time needed to back up large volumes of data is also one of the major benefits of installing a SAN. With the use of Snapshot Technology that SAN's offer, they enable making hardware-based, exact duplicates of your data almost instantly. The duplicates can be used as both the backup of RLM data and as a source for backing up that data to a tape library connected to our SAN. This is known as a disk to disk to tape topology that is the ideal method of backup.

The secondary data room as part of the implementation will house a secondary SAN which will provide full



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

redundancy in the event of a disaster. It will contain near live mirror images of the application servers in the primary production environment. It will be located in at the DRP site. Given time and resource availability a separate data room at Mpheni Missionary House (production environment) will be earmarked for establishment of the hot DR, Test Environment and Restore environment to support high-priority disaster.

**5. MINIMUM TECHNICAL SPECIFICATIONS OF THE IT DRP AND REAL-TIME PERIMETER MONITORING SOLUTIONS**

**5.1 VMWARE VIRTUAL SERVERS CONNECTED TO A CENTRAL SAN AND TAPE LIBRARY**

The bidder will supply, deliver, configure and commission three servers (two servers to be preloaded with the latest version of VMWare, mirrored and ready to accommodate installation of Virtual Servers whereas the third server should be configured as Management and Backup Server). The two VMWare mirrored servers will be connected both to the LAN switch and a Fibre Channel switch (which, in turn, will be connected to a Backup Server, Tape Library and SAN devices). The Management and Backup Server will be connected to the LAN switch. The bidder shall provide everything necessary to complete provision of the backend devices whose technical specifications are detailed below.

**5.1.1 RACKMOUNT SERVERS**

- Server Type 1 (One x Servers to host Virtual Servers)

Bidder's Proposed: Make :		Model:	
Item	Description	Comply	
		Y	N
Processor	Processor Sockets: 2 2 x Intel® Xeon® Processors E5-2699 v4 (55MB Cache, 2.20GHz)		
Substantiate if answer is No:			



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

Bidder's Proposed: Make :		Model:	
Item	Description	Comply	
		Y	N
Memory	DDR4 DIMMs at up to 2400MT/s; Total DIMM slots: 12 Memory : (32GB x 4) + (16GB x 4) = 192GB		
Substantiate if answer is No:			
Disk Storage Capacity	Up to 8 x 3.5" SAS, SATA, nearline SAS, SSD drives		
Raid Controllers	PERC H730 Integrated RAID Controller, 1GB Cache		
Hard Disk Capacity	4 x 2TB SATA 7.2k 3.5" HD Hot Plug		
Substantiate if answer is No:			
I/O Slots	Support for up to 5 x PCIe • 3 x PCIe 3.0 and 2 x PCIe 2.0		
Network Controller	4 x 1GbE		
Substantiate if answer is No:			
Supported Hypervisors	Citrix® XenServer, VMware vSphere® ESXi®, Red Hat® Enterprise Virtualization		
Operating System	Microsoft Windows Server® 2012 R2		
Warranty	3Yr ProSupport and Next Business Day On-Site Service		
Substantiate if answer is No:			

- Server Type 2 (1x Server for use as Management and Backup Server)





**RUSTENBURG LOCAL MUNICIPALITY**

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

Bidder's Proposed: Make :		Model:	
Item	Description	Comply	
		Y	N
Processor	Processor Sockets: 1 1 x Intel® Xeon® Processors E5-2448L (20MB L3 Cache, 1.8GHz, 8 Cores)		
Substantiate if answer is No:			
Memory	DDR4 DIMMs (Total DIMM slots: 6) Memory : 16GB x 4 = 64GB		
Substantiate if answer is No:			
Drive Bays	Up to eight 2.5" hot-plug SAS, SATA or SSD or four 3.5" SAS, SATA		
Hard Disk Capacity	4 x 2TB SATA 7.2k 3.5" HD Hot Plug		
I/O Slots	2 PCIe slots: • One x8 PCIe slot with x4 bandwidth, 2.0, half-length, half-height • One x16 PCIe slot with x16 bandwidth, 3.0, half-length, full-height		
Substantiate if answer is No:			
Raid Controllers	Internal Controller: PERC H310 Adapter RAID Controller		
Substantiate if answer is No:			
Supported Hypervisors	Citrix® XenServer, VMware vSphere® ESXi®, Red Hat® Enterprise Virtualization		
Substantiate if answer is No:			
Embedded NIC	1Gb Ethernet: Broadcom 5720 Dual Port 1Gb NIC		
Operating System	VMware® vSphere® ESX™ and ESXi™ Microsoft Windows Server® 2012		
Warranty	3Yr ProSupport and Next Business Day On-Site Service		
Substantiate if answer is No:			



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

**5.1.2 SAN (STORAGE ATTACHED NETWORK)**

- 1x SAN to be used as Centralized Shared Network Data Storage Device

Bidder's Proposed: Make :		Model:	
Item	Description	Comply	
		Y	N
Processor	Intel® Xeon® Processor E3-1265L v2, 2.50GHz, 4 cores		
Substantiate if answer is No:			
Controllers	2 hot-swappable controller modules per chassis		
Memory	32GB per disk array (16GB per Controller)		
Substantiate if answer is No:			
Internal Storage	24 x 2.5" Drive Bays		
Supported Drive Types	HDD: 15K, 10K, 7.2K RPM; SSD: write-intensive and read-intensive drives in SLC, MLC and TLC formats. Drive types can be mixed in the same system.		
Hard Disk Capacity	24 x 300GB SATA 7.2k 325" HD Hot Plug		
Network/Server Connectivity (front-end)	Fibre Channel model: 8 x 8Gb FC ports per disk array (4 per controller)		
Internal Drive Connectivity (Back-end)	4 x 6Gb SAS ports per disk array (2 per controller)		
Substantiate if answer is No:			
Standard Replication	Synchronous/Asynchronous using FC		
Substantiate if answer is No:			
Host OS Support	Microsoft® Windows Server®, Oracle® Solaris, HP®-UX, Oracle Linux, IBM® AIX®, Novell® NetWare, SLES, Apple, HPTru64, VMware®, Citrix® XenServer®, RedHat®		
Third-Party application integration	VMware, Oracle, Microsoft, IBM, OpenStack, Symantec, Commvault, Foglight, Docker		
Substantiate if answer is No:			



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

Bidder's Proposed: Make :		Model:	
Item	Description	Comply	
		Y	N
Warranty	3Yr ProSupport and Next Business Day On-Site Service		
Substantiate if answer is No:			

**5.1.3 16-PORT DIGITAL KVM (KEYBOARD, VIDEO AND MOUSE)**

- **KMM (Keyboard, Monitor, Mouse)**

The Keyboard, Monitor, Mouse (KMM) solution should include a large 18.5-inch flat panel LED screen, a keyboard and a touchpad mouse, all contained in a space-saving 1U package.

- **16-Port Digital KVM Switch**

Description	Requirements	Comply	
		Y	N
# of Remote Users	1		
Communications	TCP/IP		
Chassis	1U		
Management	On-board Web Interface via browser		
Switch Access	USB Keyboard/Mouse, VGA Video		
Device Access	USB, PS2, SUN, Serial		
Video Support	Analog VGA, SVGA, and XGA 16:10 widescreen, up to 1680 x 1050 4:3 standard, up to 1600 x 1200		

**5.1.4 TAPE LIBRARY AND CARTRIDGES**

- **1x LTO-7 Tape Library and Tape Cartridges for Data Backup**

Bidder's Proposed: Make :	Model:



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

Item	Description	Comply	
		Y	N
Maximum Tape Drives	2x LTO-7 Ultrium		
Number of cartridge slots per Tape Drive	24		
Substantiate if answer is No:			
Capacity	<ul style="list-style-type: none"> <li>6 TB (native, uncompressed)</li> <li>15.0 TB (compressed 2.5:1)</li> </ul>		
Data Transfer Rate	<ul style="list-style-type: none"> <li>Native: 300 MB/s (1.08 TB/h)</li> <li>Compressed: 750 MBps (2.7 TB/s)</li> </ul>		
Supported Tape Cartridges	<ul style="list-style-type: none"> <li>WORM (Write-Once, Read-Many) Support</li> <li>Encryption Support</li> </ul>		
Substantiate if answer is No:			
Number of cartridges	<ul style="list-style-type: none"> <li>80x 6TB LTO-7 Ultrium Tape cartridges supplied in storage cases</li> <li>2x Ultrium Cleaning Tape Cartridges</li> </ul>		
Substantiate if answer is No:			
Host interface	<ul style="list-style-type: none"> <li>6Gb/s SAS</li> <li>8 Gb Fibre Channel (LTO-7/LTO-6/LTO-5)</li> </ul>		
Substantiate if answer is No:			
Capacity	360 TB (LTO-7, 2.5:1 compression)		
Encryption	AES 256-bit		
Substantiate if answer is No:			
Warranty	The warranty for this product consists of 1-year parts exchange, next business day		
Substantiate if answer is No:			

**5.1.5 FIBER CHANNEL SWITCH AND WAN CONNECTIVITY DEVICE**

Bidder's Proposed: Make :		Model:	
Item	Description	Comply	
		Y	N
Fibre Channel Ports	24 ports, universal (E,F,M,FL or N)		
Substantiate if answer is No:			



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

Bidder's Proposed: Make :		Model:	
Item	Description	Comply	
		Y	N
Scalability	Full-fabric architecture with 239 switches maximum		
Substantiate if answer is No:			
Performance	1.063 Gbit/sec line speed, full duplex; 2.125 Gbit/sec line speed, full duplex; 4.25 Gbit/sec line speed, full duplex; 8.5 Gbit/sec line speed, full duplex. Auto-sensing of 1 Gbit/sec, 2 Gbit/sec, 4 Gbit/sec, and 8 Gbit/sec port speeds; optionally programmable to fixed port speed. Speed-matching between 1, 2, 4, and 8 Gbit/sec ports.		
Substantiate if answer is No:			
Aggregate bandwidth	408 Gbit/sec: 24 ports × 8.5 Gbit/sec (line rate) × 2 (full duplex)		
Media Types	4 Gbit/sec: Requires Brocade hot-pluggable, Small Form-factor Pluggable (SFP), LC connector; 4 Gbit/sec Short-Wavelength Laser (SWL)  8 Gbit/sec: Requires Brocade hot-pluggable SFP+, LC connector; Short-Wavelength Laser (SWL); distance depends on fiber-optic cable; 8 Gbit/sec Extended Long-Wavelength Laser (ELWL).		
Substantiate if answer is No:			

The bidder shall propose a robust and reliable high-speed WAN connectivity device to complete connectivity between the DRP and the Live Production sites for daily data replication.

**5.1.6 42U RACK-MOUNT CABINET AND CABLING**

Supply of a complete 42U Rack-mount cabinet suitable to host all of the above Backend hardware.



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

**5.2 UPS AND FIRE SUPRESSION SYSTEM WITH COOLING**

**5.2.1 FIRE SUPRESSION SYSTEM WITH COOLING**

With the amount of electrical equipment and heat generated in a Data Centre, fires are a real and constant threat. To protect our valuable Equipment's and Data, the bidder shall design, provide and implement a Fire Suppression System with Cooling and Access Control at the DRP facility. Implement a smart Integrated Fire Suppression System with cooling at the DRP site which is capable to protect Data centre equipment from fire, smoke and monitor environmental conditions and trigger alerts effectively. The Fire Suppression System is also required at the Head Office Server Centre (Mpheni Missionary House) but the cooling system is required only at the DRP site.

The RLM Head Office Server Room is located at Mpheni Missionary House (Rustenburg) and it measures 5.80m in Length, 2.8m in Width, Height of 2.83m with a raised floor of 0.27m. The RLM DRP Server Room is located at Rustenburg Fire Station and it measures 5.20m in Length, 2.46m in Width, Height of 2.45m with a raised floor of 0.27m.

The table below shows the devices that are in both the Live Production and DRP sites.

Live Production Server Room	DRP Site Server Room
RLM0EX003	Switches at DRP site (Fire Department) Cisco SG300-28PP POE Managed switch x3 Dell Power connect 8132F x2 Dell power connect 6224F
RLM0DC03	
RLM0DC04	
RLM0SCMSVR	
RLM0SAGE300	
RLM0DMS01	
RLM0GIS001	
RLM0WSUS2	
NW373-VEEAM	Servers at DRP site (Fire Department)



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

RLM0COLLAB-APP	Dell PowerEdge M620 x4
RLM0IS001	EqualLogic PS6100 -Storage
RLM0MR01	Power vault MD3600i
RLM0PRNTSVR01	Power vault NX3610
RLM0RS001	Dell UPS 10kw x2
DrDoc	EDM 288V
RLM0BOAP	KMM FPM185
RLM0BODB	
RLM0AV001	
RLM0VH03	

**Technical Requirements**

• **Automatic Thermal and Fire Detection (Mpheni House and DRP site)**

Server Rooms are usually isolate and least accessed Room in any Office. Hence it is essential for any Fire Suppression System to detect Fire Automatically. While traditional smoke detectors are placed on the ceiling and can only detect Fire when smoke reach to it, in the case of Fire in an Electrical Equipment this could be too late to react. The System should have a Thermal Detection feature so that a Fire can be detected prior to any visible Fire, and necessary measures can be taken to minimize the damage.

• **Audible and Visual Signal (Mpheni House and DRP site)**

The Fire Suppression System should have its own built-in Audio and Visual signalling system.

• **SMS/Email Notification (Mpheni House and DRP site)**

The proposed system should have smart notification features which can be configured to trigger on different thresholds for various sensors. The system should have following notification



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

features:

- ✓ **Email Notification:** the system should be able to send email notification to set email addresses whenever email notification is triggered based on the configuration.
- ✓ **SMS Notification:** The system should be able to send SMS automatically for given numbers whenever SMS notification is triggered based on the configuration.
- ✓ **Voice Call:** The System should be able to make a voice call to a given number and play pre-recorded

- **Clean Agent, Gas/Chemical Extinguisher (Mpheni House & DRP site)**

While Water is most common agent to extinguish Fire, using water to extinguish fire in a Server Room will do more damage to the equipment than the fire itself. The proposed Fire Suppression System should not cause damage to the electronic equipment in the Server centre and should not leave any residue.

- **Access Control (Mpheni House & DRP site)**

The proposed system is preferred to have built-in access control to the Server centres or Racks to control and monitor the physical access to the servers / Server centres. Preferred to have fingerprint validation to the premises.

### **5.2.2 UNINTERRUPTED POWER SUPPLIES (ONLY FOR DRP SITE)**

The bidder shall provide power connectors / sockets in line with the type of equipment that will be installed in the DRP Data Centre. The power connectors that take multiple power plugs shall be the preferred option. The bidder shall also provide and install adequate Uninterrupted Power Supplies (UPSs) based on the backup power requirements of the bidder's proposed solutions. The recommended UPSs must be wired with the Distribution Box and the bidder shall make provision for future connection of the UPS with the Generator or Solar Panel so that the UPSs should continue to receive power from the Generator.





## RUSTENBURG LOCAL MUNICIPALITY

### RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT

#### **5.3 MANAGED INFORMATION SECURITY SOLUTION**

The RLM seeks a service provider who can add value to security information and log management by assessing real-time data (REAL-TIME PERIMETER MONITORING TIER) and stored logs (LOG COLLECTION AND ANALYSIS TIER) to add context to incident identification and response. The services are required both for the live production and DRP sites.

In addition to the requirements set forth below, the Rustenburg Local Municipality requires Managed Security Service Provider (MSSP) to designate an account manager for the entire duration of the contract. The MSSP account manager will participate in quarterly status meetings, provide the Municipality with SLA and other reports and escalate any issues according to defined escalation procedures, etc. The Rustenburg Local Municipality requires MSSP to have a Security Operations Center(s) (SOC) that operates 24 hours a day, 7 days per week. The SOC engineers shall be reachable by telephone and e-mail.

The MSSP shall provide authorized Municipality administration access to a web based SOC portal in order to obtain on-demand, real time views of its monitored devices. The MSSP shall record all incidents in an issue tracking system, and make such system available to appropriate Municipality personnel. Individual contacts should be able to obtain real time and historical performance data for all monitored devices. They are also the primary contacts for the Managed Security Service Provider (MSSP) in case of security incidents, monitored device outages or scheduled maintenance notifications.

##### **5.3.1 Real-time Perimeter Monitoring tier:**

Monitor the Municipality network security equipment and provide real time analysis and alerts, focusing on actionable events for customer notification and real-time monitoring schemes which reduce/prioritize the volume of data that must be quickly analyzed. The MSSP must be able to apply their knowledge of external threats and attacks they encounter across the devices monitored for all of their customers to add value to the analysis of alerts for Rustenburg Local Municipality.



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

The Municipality seeks service providers that can offer an integrated dashboard of real-time monitoring and log analysis and reporting functions and workflow as well as regular operations status reports. The operations status report/dashboard must include detailed statistics for the monitored security services. This may include overview of each ticket recorded during reporting period, device utilization graphs, etc. The incident report should contain overview of all security incidents detected within reporting period, including assessment and actions taken. Respondents must provide examples of reports they will use. Reports must be made available electronically through the secured portal.

With the exception of its IDS modules where the vendor will be responsible for configuration, management and monitoring, RLM will retain management of the monitored devices. Vendor's solution will employ a strategy to gather event data from monitored devices; forward such data to a secure operations center or portal, filter/data mine this data, and report findings to the appropriate RLM IT personnel based upon predefined trigger/escalation thresholds which are to be recommended by the MSSP and agreed to by Rustenburg Local Municipality.

**5.3.2 Log Collection and analysis tier:**

Provide security log aggregation, collection, retention, archival and analysis of such for compliance reporting and vulnerability/exploit remediation recommendations. Log collection is not subject to real-time alerts; it is considered analysis-after-the-fact. Regular inspection of collected log data is required with special attention given to identifying evidence of privilege escalation and unauthorized creation of accounts.

Log collection requirements shall include the acquisition of all log data and the retention of that data for one and a half years, even after review and reporting, to meet the Municipality's auditing and compliance needs.



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

**5.4 PROFESSIONAL SERVICES**

The bidder shall perform the following mandatory professional services:

- Supply, deliver, assemble, install, test and fully commission all equipment, material, accessories, mounting hardware, software, cables and any other necessary components that are required to complete the bidder's proposed IT DRP and Real-Time Perimeter Monitoring solutions. All software provided by the bidder shall be fully license and annual software renewal costs should be clearly specified.
- Configure, test and commission daily data replication between the live production and DRP sites
- Configure, test and commission the data backup solution and shall ensure that daily data backups are successfully carried out. Tape cartridges shall be changed on daily basis to offsite storage location
- Configure, test and commission the Managed Information Security solution
- Document system and data restore tests procedures and perform restore tests on quarterly basis without fail
- Transfer skills to RLM IT personnel (training programme to be provided)
- Document the proposed solutions
- Provide support and maintenance services
- Quarterly SLA reporting

**6. CORE SUBMISSION REQUIREMENTS**

- Detailed proposals (product descriptions, brochures and datasheets as per the technical specifications)
- Bidder shall provide detailed costs of the proposed solutions and also summary of the costs as per the tables above (Price(s) quoted must be firm for one year and might escalate at an annual rate to be determined by



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

the bidder. Price(s) must also include all costs (material, labour, hardware, software, licensing, professional, transport, insurance, etc.) that are associated with the complete delivery of the required solutions and must include VAT))

- Technical Capacity (Project Structure/Team with roles and responsibilities of each position fully defined, Curriculum Vitae (CVs) of Human Resources to be deployed to provide professional services for assembly, installation, configuration and commissioning of servers, Storage Attached Network, Fiber Channel Switch, Tape Library and rack-mount solution)
- The bidder shall provide a Project Plan and Methodology to ensure non-interruption of RLM ICT services during delivery of proposed solutions
- Bidder shall provide letters or any other form of accreditation from the original equipment manufacturers (OEMs) of the hardware/software to serve as proof that the bidder is certified to supply/distribute and/or to support and maintain the bidder's proposed server, data storage and information security solutions.
- Reference of recent similar Projects (at least two referees that are not older than five years). This section should provide the track record and experience of the firm highlighting their experience in the supply/work that is similar or related to the goods/services being procured by RLM. The term "similar" refers to contracts which are closest to the contract being tendered, or are very closely related or associated with what RLM is procuring.
- Track record of the bidding company refers to contracts entered into by the company as an entity, and not based on the individual capacity of the members of the team or the company's owner or key personnel.
- The bidder shall provide SLA appropriate to the goods and services as per this Request for Proposals
- The bidder shall supply, deliver, install and cost all equipment, material, accessories, mounting hardware, software, licenses, cables and any other necessary components that are not indicated in this RFP but are required to complete the commissioning of the solutions required by RLM technical specifications



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

**FUNCTIONALITY**

For a bidder to qualify it is a requirement to score a minimum of 70% out of a maximum of 100 points for functionality.

Values: 1 = Poor; 3 = Good; 5 = Excellent

ITEM	CRITERIA	WEIGHT	VALUE	SCORE
1.	Company Experience – bidders must have successfully assisted institutions with similar projects. The quality of experience in providing or supporting similar projects within the past five years. Only Disaster Recovery Plan Project(s)	25		
1.1	<b>0-1 project successfully implemented (value = 01)</b>			
1.2	<b>2-3 projects successfully implemented (value = 03)</b>			
1.3	<b>5 and above projects successfully implemented (value = 05)</b>			
2	Key Personnel Experience Project Manager Working in Disaster Recovery Environment or Solutions. Attach a CV and Certified Copies of B Degree in ICT Related Course (NQF LEVEL 7 Or Higher) and A Certificate in COBIT5 or ITIL Certificate.	25		
2.1	<b>0-2 years relevant experience of a qualified Project Manager (value = 01)</b>			
2.2	<b>3-4 years relevant experience of a qualified Project Manager (value = 03)</b>			
2.3	<b>5 years and above relevant experience of a qualified Project Manager (value = 05)</b>			
3.	Virtualisation Storage Certification. Bidders are required to provide proof of Vitalization	25		



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

	Storage Certification as VMware certified partners in the following categories:			
3.1	<b>Level 1: Professional (value = 01)</b>			
3.2	<b>Level 2: Enterprise (value = 03)</b>			
3.3	<b>Level 3: Premier (value = 05)</b>			
4	International Standard Organisation (ISO) or South African National Standards (SANS) 27001 certified	25		
4.1	<b>Attached certified ISO or SANS 27001 certificate (value = 05)</b>			
4.2	<b>No attached certified ISO or SANS 27001 certificate (value = 01)</b>			
<b>TOTAL</b>		<b>100</b>		

Calculate the points scored according to the following formula:

$$Ps = \frac{[So]}{Ms} \times Ap$$

Where:

Ps = percentage scored for functionality by the bid under consideration

So = total score of bids under consideration, i.e. weight X value = score

Ms = maximum possible score = 500

Ap = percentage allocated

$$\text{Total percentage scored by the bidder on functionality: } Ps = \frac{\quad \times 100}{500} =$$

No tender will be regarded as an acceptable tender/responsive if it fails to achieve the minimum qualifying score for functionality of 70 out of a maximum of 100 points.



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

**BILL OF QUANTITIES/ PRICING SHEDULE**

Item	Description	Make and Model	Total VAT Incl. Cost
1	Professional services for supply, delivery, installation, testing, configuration and commissioning of the following devices as well as their warranty costs as per the technical specifications above:		
1.1	1x Type 1 servers		
1.2	1x Type 2 server		
1.3	1x Storage Attached Network		
1.4	1x Media Library		
1.5	1x Fibre Channel Switch		
1.6	2x Managed information Security devices		
1.7	1x WAN Connectivity hardware (router)		
1.8	1x 42U rack-mount cabinet supplied with KMM and KV. Cost to include installation of items 1.1 to 1.5 above inside the 42-U rack mount cabinet		
<b>Grand Total</b>			



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

**1. COST SUMMARY OVER A THREE-YEAR PERIOD**

**1.1 Project Delivery Costs (VAT Inclusive)**

Description	Year 1	Year 2 including Price escalation	Year 2 including Price escalation
Total cost for delivery and complete commissioning of the bidder's proposed DRP infrastructure at Rustenburg Fire Station (Once-off)			
Support and Maintenance Services			
Software Licensing (bidder to list all software licenses in separate sheet)			
Others costs (e.g. Consulting fees, travelling, accommodation)			
<b>Grand Total (Year 1 + Year 2 + Year 3)</b>			





RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

**1.2 Time and Material Costs (VAT Inclusive)**

Please provide a separate and detailed costing of additional issues that are not covered in the table above but might be necessary (on time and material) during the contract period (e.g. professional services, travelling, accommodation etc.)

Description	Year 1	Year 2 including Price escalation	Year 2 including Price escalation
Brief description of additional costs	VAT inclusive unit cost during Year 1	VAT inclusive unit cost (with price escalation) for Year 2	VAT inclusive unit cost (with price escalation) for Year 3

**2. LIST OF ITEMS THAT MIGHT BE PURCHASED ON NEED BASIS**

**NB:** Items listed in the table below might only be considered when need arises. That is, it is possible that none of the listed items could be requested throughout the contract period. The prices on the table below should be fixed for the first twelve (12) months.



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

Item	Description of item	QTY	Bidder's Proposed Brand	VAT inclusive Cost/item
<b>BACKEND HARDWARE AS PER THE TECHNICAL SPECIFICATIONS</b>				
1	Type 1 Server	1		
2	Type 2 Server	1		
3	Storage Attached Network (SAN)	1		
4	6TB LTO-7 Ultrium Tape Cartridge	1		
5	Tape Cleaning Cartridge for LTO-7 Ultrium Tape drive	1		
6	Fibre Channel Switch	1		
7	42U Rack-mount Cabinet with KMM & KVM	1		
<b>ADDITIONAL HARDWARE</b>				
1	Cisco Catalyst SFP based 48-Port switch	1		
2	Cisco Catalyst SFP based 24-Port switch	1		
3	Cisco 10GBASE SFP+ modules	1		
4	Micro Server (Intel® Celeron® G1610T (2.3 GHz/2-core/2 MB/35 W) Processor, 4 GB (1 x 4 GB) PC3-12800E-11 DDR3 UDIMM and 6 TB (2 x 3 TB) 3.5" SATA)	1		
5	2TB Slim Backup Plus Hard Drive	1		
6	5TB Backup Plus Desktop Drive	1		

**The price escalation for the 2<sup>nd</sup> and 3<sup>rd</sup> year will be CPIX based.**

COMPANY NAME : \_\_\_\_\_

FULL NAME AND SURNAME  
OF THE BIDDER : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_

TELEPHONE NUMBER : \_\_\_\_\_

EMAIL ADDRESS : \_\_\_\_\_

CELL NUMBER : \_\_\_\_\_

DATE : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

**MBD 4: DECLARATION OF INTEREST**

No bid will be accepted from persons in the service of the state[].

Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudging authority.

In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

- 3.1 Full Name of bidder or his or her representative: .....
- 3.2 Identity Number: .....
- 3.3 Position occupied in the Company (director, trustee, hareholder?): .....
- 3.4 Company Registration Number: .....
- 3.5 Tax Reference Number: .....
- 3.6 VAT Registration Number:.....

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state?

**(Tick applicable box)**

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

3.8.1 If yes, furnish particulars. ....

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –  
(a) a member of –  
(i) any municipal council;



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;
  
- (b) a member of the board of directors of any municipal entity; (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

<sup>2</sup> Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9 Have you been in the service of the state for the past twelve months?  
*(Tick applicable box)*

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

3.9.1 If yes, furnish particulars.....  
.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

*(Tick applicable box)*

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

3.10.1 If yes, furnish particulars.....  
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

*(Tick applicable box)*



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

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

3.11.1 If yes, furnish particulars.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

*(Tick applicable box)*

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

3.12.1 If yes, furnish particulars.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?

*(Tick applicable box)*

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

3.13.1 If yes, furnish particulars.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

*(Tick applicable box)*

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

3.14.1 If yes, furnish particulars.....



RUSTENBURG LOCAL MUNICIPALITY

RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT

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

Full Name	Identity Number	Personal Reference Tax Number	State Employee Number

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

**MBD 5**

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing? 

*YES	NO
------	----

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....  
.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? 

*YES	NO
------	----

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

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

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? 

*YES	NO
------	----

3.1 If yes, furnish particulars



RUSTENBURG LOCAL MUNICIPALITY

RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT

.....  
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

*YES	NO
------	----

4.1 If yes, furnish particulars

.....  
.....

**CERTIFICATION**

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

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

.....  
Name/s and Surname of Bidder

.....  
Signature

.....  
Position in the Firm/Company

..... 2021  
Date





RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

**MBD 6.1 PREFERENCE CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011**

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

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

**1. GENERAL CONDITIONS**

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

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

**2. DEFINITIONS**

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

**3. POINTS AWARDED FOR PRICE**

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

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

**80/20**

**or**

**90/10**



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

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

Where

P<sub>s</sub> = Points scored for price of bid under consideration

P<sub>t</sub> = Price of bid under consideration

P<sub>min</sub> = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

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

*(Tick applicable box)*

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

7.1.1 If yes, indicate:

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

*(Tick applicable box)*

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

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

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

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

that the claims are correct;

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

**WITNESSES**

1. ....

2. ....

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

**DATE:** .....

**ADDRESS** .....

.....



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**  
**CONTRACT FORM - RENDERING OF SERVICES** **MDB 7.2**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) .....  
in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents,
    - Invitation to bid;
    - Tax compliance status (CSD report);
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
  
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
  
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
  
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**WITNESSES**

1 .....

2 .....





RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

**MBD 7.2**

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER [RLM])**

- I..... in my capacity as..... accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
- An official order indicating service delivery instructions is forthcoming.
- I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

- I confirm that I am duly authorized to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

<b>WITNESSES</b>	
1	.....
2	.....
<b>DATE:</b> .....	



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

**MBD 8: DECLARATION OF ABUSE OF SUPPLY CHAIN MANAGEMENT SYSTEM**

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



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

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



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME).....CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Name/s and surname of Bidder

.....  
Signature

.....  
Position in the Firm/Company

.....  
Date



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

**MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid;  
or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

**SECTION 38: DECLARATION FORM**

Having examined the BID and the general conditions thereto, I/we hereby certify that the bid price in the bid schedules and the preference points claimed are correct.

I/We furthermore certify that I/we/the Company comply/complies with the issues around Section 38 of the Supply Chain Management Policy inter alia:

**IF ALL IS IN PLACE IN RESPECT OF THE CONTRACTUAL ISSUES LISTED IN THE TABLE BELOW; THE ANSWER SHOULD BE YES. ATTACH SUPPORTING INFORMATION IF ANY OF THE ANSWERS IS NO.**

Note that the Municipality's Procurement Section will verify the statements.

I/we certify the following:

No.	CONTRACTUAL ISSUES	YES	NO
1.	In terms of <b>Section 38 (1) (c)</b> that the Bidder or any of the Directors is not listed as a person prohibited from doing business with the Public Sector		
2.	In terms of <b>Section 38 (1)(d) (i)</b> that the Bidder or any of the Directors does not owe rates and taxes or Municipal service charges to any Municipality that is in any arrears for more than three (3) months. Copies of the latest Municipal service charges statement of the Bidder and the Directors must be attached to the tender/bid document		
3.	In terms of <b>Section 38 (1) (d) (ii)</b> that the Bidder or any of the Directors has not failed to perform satisfactorily on a previous/previous contract/s with the Municipality or any organ of state		
4.	In terms of <b>Section 38 (i) (9)</b> that the Bidder or any of the Directors has not been convicted for fraud or corruption during the past five (5) years		
5.	In terms of <b>Section 38 (i) (9) (iv)</b> that the Bidder or any of the Directors has not been listed in the Register Of Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, (Act No. 12 of 2004)		

.....  
SIGNATURE OF BIDDER

.....2021.  
DATE

.....  
FULL NAME AND SURNAME OF BIDDER IN BLOCK LETTERS

COMPANY NAME: .....

PHYSICAL ADDRESS: .....

TELEPHONE NUMBER: .....

EMAIL ADDRESS: .....

WITNESS 1: .....

WITNESS 2: .....





RUSTENBURG LOCAL MUNICIPALITY

**RLM/DCS/0113/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING, SUPPORT AND MAINTANANCE OF THE DISASTER RECOVERY IT INFRASTRUCTURE AS WELL AS THE PROVISION OF MANAGED INFORMATION SECURITY SOLUTION ON A THREE-YEAR TERM CONTRACT**

**SIGNATORY AUTHORISATION**

**(TO BE COMPLETED BY THE BIDDER)**

I/We the undersigned, am/are authorized to enter into this contract on behalf of

.....

(Name of Firm)

By resolution taken at a meeting held on the ..... day of (month).....2021 resolved to authorise ..... holder of ID number ..... to sign all the documents on behalf of the company.

Print name of authorised representative: .....

Signature: .....

