



City of Ekurhuleni

INFORMATION AND COMMUNICATION TECHNOLOGY DEPARTMENT

CONTRACT NUMBER: A- ICT 02- 2026

BID DOCUMENT

(IN COMPLIANCE WITH THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022 PUBLISHED IN
GOVERNMENT GAZETTE NO. 47452 OF 04 NOVEMBER 2022)

THE APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY, DELIVERY, INSTALLATION,
MAINTENANCE AND MANAGEMENT OF THE DATA CENTRE ENVIRONMENT ON AS AND WHEN
REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

ISSUED BY:	PREPARED BY:	PREPARED FOR:
Department of Finance Tender Office Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets) Germiston 1400 Use entrance at 65 FH Odendaal Street Email: Sduduzo.Sikhakhane@ekurhuleni.gov.za	Department: Information Communication Technology Operations Information Communication Technology Applications Corporate Office Boksburg Mahlatse Matshani Email: Mahlatse.Matshani@ekurhuleni.gov.za	Department: Information Communication Technology Head Office Information Communication Technology Corporate Office Boksburg Matlhodi Senyatsi Email: Mahlatse.Matshani@ekurhuleni.gov.za

NAME OF BIDDING ENTITY (FULL NAME, i.e., Pty (Ltd), Ltd, JV/CONSORTIUM, SOLE PROPRIETOR etc.) :

TELEPHONE NUMBER : _____

EMAIL ADDRESS : _____

FAX NUMBER : _____



City of
Ekurhuleni

CONTRACT NUMBER: A- ICT 02- 2026

THE APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY, DELIVERY, INSTALLATION, MAINTENANCE AND MANAGEMENT OF THE DATA CENTRE ENVIRONMENT ON AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

CLOSING DATE:

16 JULY 2026

10:00

To ensure that your bid is not exposed to invalidation, documents are to be completed in accordance with the conditions and bid rules contained in the bid documents.

Supporting documents must be sealed and externally endorsed, **CONTRACT NUMBER: A- ICT 02- 2026** and placed in **Bid Box Number THREE (03)**, Ground Floor, Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets) Germiston 1400, Use entrance at 65 FH Odendaal Street, **not later than the closing date and time as advertised, at which hour the bids** will be opened in public in the Ground Floor, at above-mentioned address.

The lowest or any bid will not necessarily be accepted and the COE reserves the right not to consider any bid not suitably endorsed or comprehensively completed as well as the right to accept a bid in whole or part.

The following documents must be completed and signed where applicable and submitted as a complete set:

- | | | | | |
|-----|-------------|--|---|-------|
| 1. | FORM OF BID | - Declaration | - | WHITE |
| 2. | FORM "A" | - Procurement Form of Bid | - | WHITE |
| 3. | FORM "B" | - Declaration of Interest | - | WHITE |
| 4. | FORM "C" | - Declaration for Procurement above R10 Million | - | WHITE |
| 5. | FORM "D" | - Declaration of Bidder's Past SCM Practices | - | WHITE |
| 6. | FORM "E" | - Certificate of Independent Bid Determination | - | WHITE |
| 7. | FORM "G" | - Declaration for municipal accounts | - | WHITE |
| 8. | FORM "H" | - Declaration for municipal accounts where bids are expected to exceed R10 million | - | WHITE |
| 9. | FORM "I" | - Specification | - | WHITE |
| 10. | FORM "J" | - Variations and Omissions | - | WHITE |
| 11. | FORM "K" | - Schedule of Prices | - | WHITE |
| 12. | FORM "L" | General Conditions of Contract | - | WHITE |
| 13. | FORM "M" | - Special Conditions and Undertakings | - | WHITE |
| 14. | FORM "N" | - Contract form - Rendering of services (Part 1) | - | WHITE |
| 15. | FORM "N" | - Contract form - Rendering of services (Part 2) | - | WHITE |

NOTICE TO BIDDERS

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an “**Acceptable bid**”, and as such will be rejected.

“**Acceptable bid**” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents.

A BID WILL BE REJECTED ON THE FOLLOWING GROUNDS:

1. In the event that bidders are **not compliant** with all applicable legislative requirements, as per CSD. National Treasury in partnership with the Provincial Treasury have developed municipalities and municipal entities with a Central Supplier Database (CSD) for the registration of prospective suppliers in line with Section 14(1) (b) of the Municipal Supply Chain Management Regulations (MSCMR). (Tax compliance will be dealt with in terms of MFMA Circular No. 90)
2. Non-compliance with the Municipal Supply Chain Management Regulations, 2005; i.e. All sections affecting the evaluation of the bid **must be indicated** on the bid document and must be **submitted and completed in full**. All bidder’s information **must be accurate and correct**.
3. In the event of a **failure to complete** and **sign in full** the schedule of quantities as required.
4. In the event of there being **scratching out, writing over or painting out** rates or information, affecting the evaluation of the bid, **without initialling** next to the amended rates or information. However, in cases where the total amount (aggregated) has not been affected, the bid will still be acceptable.
5. In the event of the **use of** correction fluid (e.g., tippex), any erasable ink, or any erasable writing instrument (e.g., pencil) on sections affecting the evaluation process of the bid.
6. If the Bid **has not been properly signed** by a person having the authority to do so. (**Refer to Declaration**)
7. If the bidder **attempts to influence** or has in fact **influenced** the evaluation and/or awarding of the contract.
8. If there is any **misrepresentation**, on information, that affects evaluation and / or information or evidence submitted pertaining to specific goals.
9. If the bid has **either** been submitted in the wrong bid box **or** after the relevant closing date and time.
10. Non-submission of municipal account, not older than three months for the bidding entity or signed lease agreement or an Affidavit (in cases where the bidding entity does not own a property).
11. If any municipal rates and taxes or municipal service charges **owed** by the bidder or any of its directors/members to the municipality or municipal entity, or to any other municipality or municipal entity, **are in arrears for three months (if the value of the transaction is expected not to exceed R10 million (VAT included))** (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids)
12. If any municipal rates and taxes or municipal service charges **owed** by the bidder or any of its directors/members to the municipality or municipal entity, or to any other municipality or municipal entity, **are in arrears for more than 30 days (if the value of the transaction is expected to exceed R10 million (VAT included))** (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids)
13. If any bidder who during the last five years has **failed to perform satisfactorily** on a previous contract with the municipality, municipal entity or any other organ of state **after** written notice was given to that bidder that performance was unsatisfactory.

14. The accounting officer must ensure that irrespective of the procurement process followed, **no** award may be given to a person –
 - a) who is in the service of the state, or;
 - b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
 - c) who is an advisor or consultant contracted with the municipality in respect of a contract that would cause a conflict of interest.
15. If the bidder **is not registered** in the required CIDB contractor grading designation (category) or higher, **if required** in this bid documentation.
16. If the bidder or any of its directors **is listed** on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person **prohibited** from doing business with the public sector.
17. If the bidder **has abused** the COE's Supply Chain Management System **and** action was taken in terms of paragraph 38 of the COE SCM Policy.
18. In the event of **non-submission of three (03) Annual Financial Statements** if the value of the transaction is expected to exceed R10 million (VAT included). In this regard, please note that:
 - 18.1. If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act ,Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders **most recent** financial year **together with** the audited or independently reviewed annual financial statements **for the two immediately preceding financial years**, unless the bidder was only established within the past three (3) years in which case **all** of its annual financial statements must be submitted.
 - 18.2. If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders **most recent** financial year **together with** the annual financial statements **for the two immediately preceding financial years**, unless the bidder was only established within the past three (3) years in which case **all** of its annual financial statements must be submitted.
 - 18.3. If the bidder only commenced business within the past three years, the bidder **is required to submit** annual financial statements in compliance with the provisions of (18.1) and (18.2) above for each of its financial years since commencing business.
 - 18.4. If a bidder **is not required** by law to have its annual financial statements audited or independently reviewed, or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above **must be submitted**. Further that if no Annual Financial Statements are attached as requested above, the bid will be rejected
19. If the bidder has failed to submit ALL required documents as specified on the bid document.
20. If the following have not been **fully completed** and **signed**:

FORM OF BID	- General Declaration
FORM "B"	- Declaration of Interest
FORM "C"	- Declaration for Procurement above R10 Million (if applicable)
FORM "D"	- Declaration of Bidder's Past SCM Practices
FORM "E"	- Certificate of Independent Bid Determination
FORM "G"	- Declaration for municipal accounts
FORM "H"	- Declaration for municipal accounts where bids are expected to exceed R10 million

NOTE:

1. IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER.

- 1.1. CLIENT, EMPLOYER, CITY OF EKURHULENI (CoE).
- 1.2. BID, TENDER AND VARIATIONS THEREOF
- 1.3. JOINT VENTURE / CONSORTIUM

2. **Very important notice:** Bidders must note that only information filled in at the spaces provided therefore in the bid document will be considered for evaluation purposes unless additional space is required and then only if the location of the additional information in the attachments is properly referred to by page number and section heading. Information supplied anywhere else will be disregarded which **may** lead to the rejection of the bid.
3. **The attachment or inclusion of information not specifically asked for is not desirable and lead to delays in the awarding of bids. This includes Company Profiles and CV's if not specifically requested.**

PLEASE NOTE POSSIBLE AMENDMENTS/ADDENDUM MAY BE ADVERTISED ON THE CoE WEBSITE. IT REMAINS THE RESPONSIBILITY OF THE BIDDER TO CHECK THE COE WEBSITE DAILY AND TO RAISE ANY ENQUIRIES REGARDING THE BID TO THE RELEVANT CONTACT PERSON BEFORE THE CLOSING DATE. NO COMMUNICATION WILL BE ALLOWED AFTER THE CLOSING OF THE BID

THE LIST OF SUCCESSFUL AND UNSUCCESSFUL BIDDERS WILL BE PUBLISHED ON THE CITY'S WEBSITE.

PLEASE NOTE THAT ALL BID DOCUMENTS ARE ALSO AVAILABLE FOR DOWNLOAD ON OUR WEBSITE FOR FREE IN ANY COLOUR PAPER.

PLEASE NOTE EXTENSION OF VALIDITY (IF APPLICABLE) WILL BE ADVERTISED ON THE CoE WEBSITE.

IT REMAINS THE RESPONSIBILITY OF THE BIDDER TO CHECK THE CoE WEBSITE DAILY FOR ANY EXTENSION OF VALIDITY PUBLISHED.

ADVERTISED IN: SOWETAN
PUBLISHING DATE: 05 JUNE 2026

CITY OF EKURHULENI

Bids are hereby invited for the following:
INFORMATION COMMUNICATION TECHNOLOGY DEPARTMENT
Operations

<u>CONTRACT NO.:</u>	<u>DESCRIPTION:</u>	<u>CLOSING DATE:</u>
A- ICT 02- 2026	The appointment of a service provider for Supply, Delivery, Installation, Maintenance and Management of the Data Centre Environment on as and when required basis from date of award until 30 June 2029	16 JULY 2026

Bidders must note that this bid may be awarded to more than one bidder.

Acceptable bids will be evaluated by using a system that awards points on the basis of **90 points** for bid price and a maximum of **10 points** for Specific Goal/s.

Tax compliance will be dealt with in terms of MFMA Circular No. 90

Please note that all bid documents are available for download on our website for free in any colour paper

An information session will be held at **11:00 am** on **18 JUNE 2026**. Prospective bidders are requested to meet on the said date and time: **BOKSBURG LIBRARY, AUDITORIUM, CORNER TRICHARDT STREET AND VOORTREKKER ROAD, BOKSBURG NORTH**. Bid documentation will not be available at the information session.

Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents and supporting documents must be sealed and externally endorsed with the **CONTRACT NUMBER AND DESCRIPTION** and placed in bid **box number THREE (03)**, on the Ground Floor, Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets) Germiston 1400, Use entrance at 65 FH Odendaal street, not later than **10:00** on **16 JULY 2026**. Bids will be opened immediately thereafter, in public, in the Conference Room, Ground Floor, at above-mentioned address. **All bids shall hold good for 120 days as from the closing date of bids.**

Bids which are not received and/or deposited **in the specified bid box before 10:00** on the closing date for the bid mentioned hereinbefore, **will be marked as late bids and such bids shall in terms of the SCM Policy of the City of Ekurhuleni, not be considered by the Council as valid bids.**

Enquiries must be directed to Mahlatse Matshani at e-mail address: Mahlatse.Matshani@ekurhuleni.gov.za

Bidder's attention is specifically drawn to the provisions of the bid rules which are included in the bid documents. The lowest or any bid will not necessarily be accepted and the Council reserves the right not to consider any bid **not suitably endorsed or comprehensively completed**, as well as the right to accept a bid in whole or part. **Bids completed in pencil will be regarded as invalid bids. Bids may only be submitted on the documentation provided by the COE.**

TELEFAX OR E-MAIL BIDS ARE NOT ACCEPTABLE

MR. K. LERUTLA
CITY MANAGER
COE

MBD 1: PART A: INVITATION TO BID					
YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF EKURHULENI					
BID NUMBER:	A- ICT 02- 2026	CLOSING DATE:	16 JULY 2026	CLOSING TIME:	10:00 am
DESCRIPTION	The appointment of a service provider for Supply, Delivery, Installation, Maintenance and Management of the Data Centre Environment on as and when required basis from date of award until 30 June 2029				
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 (STREET ADDRESS)					
GOLDEN HEIGHTS					
141 VICTORIA STREET (CORNER VICTORIA AND F H ODENDAAL STREETS) Use entrance at 65 FH Odendaal Street					
GERMISTON					
1400					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL ORIGINAL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS VERIFICATION CERTIFICATE/ ORIGINAL SWORN AFFIDAVIT OR CERTIFIED COPY OF THE SWORN AFFIDAVIT OR A CERTIFIED COPY THEREOF (FOR EMES& QSEs) OR A CERTIFICATE FROM THE COMPANIES AND INTELLECTUAL PROPERTY COMMISSION (CIPC) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS (if applicable)]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Finance		CONTACT PERSON	Mahlatse Matshani	
CONTACT PERSON	Sduduzo Sikhakhane		TELEPHONE NUMBER	N/A	
TELEPHONE NUMBER	N/A		FACSIMILE NUMBER	N/A	
FACSIMILE NUMBER	N/A		E-MAIL ADDRESS		
E-MAIL ADDRESS	Sduduzo.Sikhakhane@ekurhuleni.gov.za		Mahlatse.Matshani@ekurhuleni.gov.za		

MBD 1: PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p>

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY 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:

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM OF BID

CITY OF EKURHULENI

CONTRACT NUMBER: A- ICT 02- 2026

**THE APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY, DELIVERY, INSTALLATION,
MAINTENANCE AND MANAGEMENT OF THE DATA CENTRE ENVIRONMENT ON AS AND WHEN
REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029**

GENERAL DECLARATION:

To: The City Manager
CITY OF EKURHULENI
Private bag X1069
GERMISTON
1400

Sir/Madam,

I/We, the undersigned (hereinafter referred to as "the bidder"):

- (a) bid to supply and deliver to the CITY OF EKURHULENI [hereinafter referred to as "the COE"] all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;*
- (b) agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;*
- (c) further agree to be bound by those conditions, set out in, "FORM OF BID AND FORMS A - N", attached hereto, should this bid be accepted in whole or in part;*
- (d) confirm that this bid may only be accepted by the COE by way of a duly authorised Letter of Acceptance;*
- (e) declare that we are fully acquainted with the Bid document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;*
- (f) declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between the COE and the bidder;*
- (g) certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown;*
- (h) acknowledge that the information furnished is true and correct;*
- (i) accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of the COE that the claims are correct. If the claims are found to be inflated, the COE may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the COE as a result of the award of the contract and/or cancel the contract and claim any damages which the COE may suffer by having to make less favourable arrangements after such cancellation;*

- (j) declare that no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months; and
- (k) declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory.
- (l) declare that the signatory to the bid document is duly authorised; and
- (m) agree that documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the COE.
- (n) declare that the Broad-Based Black Economic Empowerment Certificate submitted herewith is based on true and accurate information and has been obtained from a duly accredited verification agency (or, in the case of an Exempted Micro-Enterprise(EME) and a Qualifying Small Enterprise (QSE) declare that the submitted Original Sworn Affidavit/ Certified copy of the sworn affidavit or a certified copy thereof or a certificate from the Companies and Intellectual Property Commission (CIPC) confirming their annual total revenue is true and correct)
- (o) declare that the following responses to be true and correct:
 Does the bidder have participation in the submission of any other offer for the supplies/services described in the attached documents?
 (Tick applicable box)

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

If YES, the following information must be supplied:

1. The name(s) of the other Bidder(s) involved
2. The full details of the Bidder(s) participation

- (p) declare that all of the information furnished is true and correct

Signed _____ at.....this.....day
of.....
20.....

Name of Authorised Person: _____

Authorised Signature: _____

Name of Bidding Entity: _____

Date: _____

As witness: 1.

PLEASE NOTE:

- *The prices at which bidders are prepared to supply the goods and materials or perform the services must be placed in the column on the Form provided for that purpose.*
- Bidders must sign the Form of Bid as well as Form "K" (Schedule of Prices) attached to this bid document in full and on acceptance of a bid by the COE, the Conditions of Contract, Special Conditions, Specifications, Declarations and Schedule of Prices, attached hereto shall be deemed to be the conditions of Contract between the parties.
- If particulars required in respect of the bid have not been completed the bid will be rejected , except, if only proof of specific goal/s claimed as provided for in Regulation 4 and 5 of The Preferential Procurement Regulations 2022, is not submitted, the bid will not be disqualified but no preference points will be awarded.
- In the event of the use of correction fluid (e.g., tippex), any erasable ink, or any erasable writing instrument (e.g., pencil) the bid will be rejected.

NAME OF BIDDING ENTITY

FORM “A”

CITY OF EKURHULENI

CONTRACT NUMBER: A- ICT 02- 2026

THE APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY, DELIVERY, INSTALLATION, MAINTENANCE AND MANAGEMENT OF THE DATA CENTRE ENVIRONMENT ON AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

PROCUREMENT FORM

ADJUDICATION OF BIDS

Bids are adjudicated in terms of COE Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.

1. Technical adjudication and Minimum Requirement

Bids will be adjudicated in terms of inter alia:

- Compliance with bid conditions
- Technical specifications

If the bid does not comply with the bid conditions or technical specifications, the bid shall be rejected. **See page 3 to 5 examples.**

2. Infrastructure and resources available – Plant and Equipment (owned or leased)

Evaluation of the following in terms of the size, nature and complexity of goods and/or services required:

- **Physical facilities**
- **Plant and equipment available for the contract owned by the bidder**
- **Plant and equipment the bidder intends lease, should the contract be awarded to him.**

3. Size of enterprise

Evaluation of the bid's position in terms of:

- Previous and expected current annual turnover

4. Staffing profile

Evaluation of the bid's position in terms of:

- **Staff available for this contract being bided for**
- **Qualifications and experience of key staff to be utilised on this contract.**

5. Previous experience/Capability/Company Experience

Evaluation of the bid's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size
- Some or all of the references will be contacted to obtain their input.

6. Financial ability to execute the contract

Evaluation of the bid's financial ability to execute the contract. Emphasis will be placed on the following:

- **Proof of Access to Credit or Financing**
- **Bank Statement(s)**
- **Funding Commitments from Development Finance Institutions (DFIs)**

Bidders must demonstrate adequate financial capacity to execute the contract. As proof of financial ability, bidders may submit **ONE (1)** of the following, issued by a registered financial institution, including but not limited to commercial banks, development finance institutions (DFIs), cooperative banks, or registered credit providers. **Bidders must demonstrate access to a minimum financial capacity**

Registered financial institutions include, but are not limited to, South African commercial banks (e.g., Standard Bank, ABSA, FNB, Nedbank, Capitec), development finance institutions (e.g., IDC, SEFA, NEF, DBSA, Land Bank), cooperative banks registered with the Co-operative Banks Development Agency (CBDA), and duly registered credit providers under the National Credit Act. Bidders may submit proof from any legally registered financial institution of their choice.

The City of Ekurhuleni may, prior to award, request updated financial information and re-verify the bidder's financial ability to confirm access to the required funds

7. Central Supplier Database (CSD)

In the event that bidders are not compliant with all applicable legislative requirements, as per CSD. National Treasury in partnership with the Provincial Treasuries have developed municipalities and municipal entities Central Supplier Database (CSD) for the registration of prospective suppliers in line with Section 14(1) (b) of the Municipal Supply Chain Management Regulations (MSCMR). (Tax compliance will be dealt with in terms of MFMA Circular No. 90)

NB:

If the bid does not meet the requirements contained in the COE Supply Chain Management Policy, and the mentioned framework, it shall not be considered an acceptable bid and shall be rejected by the Municipality and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

8. Adjudication using a Points System

Acceptable bids will be evaluated using a system that awards points on the basis of bid price and specific goal/s. Failure on the part of a bidder to submit proof of specific goal/s claim will be interpreted to mean that preference points for specific goal/s are not claimed.

For bids with a bid amount equal to or above R2 000 and up to a Rand value of R 50 million (all applicable taxes included) a maximum of 80 points is allocated for price and a maximum of 20 points for specific goal/s points. For bids with a bid amount above R 50 million (all applicable taxes included) a maximum of 90 points is allocated for price and a maximum of 10 points for specific goal/s points.

The Municipality shall award the Contract to the Bidder obtaining the highest number of points for Price and specific goal/s calculated in accordance with the Preferential Procurement Regulations, 2022, unless there are grounds to justify the award to another bidder, in accordance with the provisions of Section 2 (f) of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000.

9. PREFERENTIAL PROCUREMENT REGULATIONS (PPR) 2022 DEFINATION OF PRICE APPLICATION

The price used for evaluation of tenders is the price inclusive of all applicable taxes as per regulation 4(1) and 5(1). All applicable taxes certainly will include Value Added Tax (VAT), where applicable, and any other taxes as may be imposed through legislation. Whatever the nature of the tax, it should be included in the price submitted.

It is emphasized that mandatory registration for VAT is a legislative requirement once enterprises exceed R1 million in sales within a 12-month period. Other enterprises may elect voluntary registration for VAT even if they do not meet the mandatory threshold for registration.

10. Evaluation on Functionality

10.1 Evaluation on Functionality shall be in accordance with the CoE Supply Chain Management Policy as follows:

When functionality will be evaluated the following shall be clearly specified in the invitation to quote/bid:

- Evaluation criteria for measuring functionality
- Weight of each criterion
- Applicable values
- Minimum qualifying score for functionality.
- Respondents that have achieved the minimum qualification score for functionality shall be evaluated further on price and preference points.
- Respondents that did not achieve the minimum qualification score for functionality shall be eliminated from further evaluation.

10.2 Accordingly, where an invitation to submit a tender indicates that the tender will be evaluated on functionality, all acceptable bids submitted shall be firstly evaluated on functionality and, all acceptable bids that achieve the minimum score for functionality, as indicated in the tender invitation, shall be further evaluated in terms of the points system referred to above.

11. Remedies

The City Manager must act in terms of Regulation 9 of the Preferential Procurement Policy Regulations, 2022, in circumstances contemplated in Regulation 9 (1) which is outlined below;

(9)(1) If an organ of state is of the view that a tenderer submitted false information regarding a specific goal/s, it must—

(a) inform the tenderer; accordingly, and

(b) give the tenderer an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part.

(2) After considering the representations referred to in subregulation (1) (b), the organ of state may, if it concludes that such information is false—

(a) disqualify the tenderer or terminate the contract in whole or in part; and

(b) if applicable, claim damages from the tenderer.

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

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 equal to or above R2 000 and up to R50 million (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 million (all applicable taxes included).
 - an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system;
 - or (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system.
- 1.2 The value of this bid is estimated to exceed R50 million (all applicable taxes included) and therefore the (90/10) system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) Specific goal/s.
- 1.3.1 The maximum points for this bid are allocated as follows:
- | | |
|---|------------------------|
| 1.3.1.1 PRICE | POINTS
(90). |
| 1.3.1.2 SPECIFIC GOAL/S | (10). |
| Total points for Price and Specific Goal/s must not exceed | 100 |
- 1.4 Failure on the part of a bidder submit proof of specific goal/s claim will be interpreted to mean that preference points for specific goal/s are not claimed.
- 1.5. 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

- 2.1. **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 2.3. **“specific goals”** means specific goals as contemplated in section 2(1) (d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in *Government Gazette* No. 16085 dated 23 November 1994;

- 2.4. **“Historically Disadvantaged Individual (HDI)”** means any person, category of persons or community, disadvantaged by unfair discrimination before the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) came into operation. **(Please Note: Historically Disadvantaged Individuals includes women and persons with disabilities)**
- 2.5. **“Youth”** means an individual between the ages of 18 and 35.
- 2.6. **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.7. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.8. **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.9. **“consortium or joint venture”** 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;
- 2.10. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.11. **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.12. **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.13. **“non-firm prices”** means all prices other than “firm” prices;
- 2.14. **“person”** includes a juristic person;
- 2.15. **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.16. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17. **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.18. **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19. **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 2.20. **“Share Certificate”** a physical, written document signed by the Directors of a Company, and serves as legal proof of each Director's shareholding / ownership in the Company.
- 2.21. **Annual turnover: EME (0 – R 10 000 000), QSE (R 10 000 000 – R 50 000 000) and Generic (> R 50 000 000) NB: Indicate which Financial Year was used to determine annual turnover/assess the BBBEE certificate or Sworn Affidavit**

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points may be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for Specific goal/s.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for Specific goal/s, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where:

- Ps = Points scored for comparative price of bid under consideration
Pt = Comparative price of bid under consideration
Pmin = Comparative price of lowest acceptable bid

4.2 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS FOR TENDERS FOR INCOME-GENERATING CONTRACTS

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)
 \end{array}$$

Where:

- Ps = Points scored for comparative price of bid under consideration
Pt = Comparative price of bid under consideration
Pmax = Comparative price of highest acceptable tender.

5. Points awarded for Specific Goal/s

- 5.1 In terms of Regulation 4 (1) and 5 (1) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the Specific Goal/s in accordance with the table below:

SPECIFIC GOAL REQUIREMENT	EVIDENCE REQUIRED	POINTS ALLOCATED
Enterprise situated within the Ekurhuleni demarcation.	Municipal Account or Lease Agreement or Affidavit – must be in the name of the Enterprise NB: Municipal Account must not be older than 3 months	5
EME	Original Sworn Affidavit /Certified Copy of the Sworn Affidavit or Original / Certified Copy of the BBBEE Certificate	2
An enterprise which is at least 50% owned by people who are Youth	Identity document (certified not older than 6 months)	3
	Company Share Certificate or Directorship Composition from CIPC or a Member's Interest Certificate for a Registered CC	
TOTAL SPECIFIC GOAL POINTS		10

NB: if bidders do not complete information or submit evidence required for the above table, they will not be awarded any specific goals points. All evidence MUST be submitted at bid closure and MUST be valid at the close of bid for point's allocation purposes.

- 5.2 In order to obtain specific goal/s points in terms of the provisions of Regulations 4(2) or 5(2) of the Preferential Procurement Regulations, 2022, the bidder must submit proof of specific goal/s claimed.
- 5.3 A trust, consortium or joint venture will qualify for points for the specific goals selected as a legal entity, provided that the entity meets the specific goals requirement.
- 5.4 A trust, consortium or joint venture, will qualify for points provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid. (if applicable)
- 5.5 Tertiary institutions and public entities will be required to submit their proof of specific goal/s claimed.
- 5.6 A person awarded a contract may not sub-contract more than 30% of the value of the contract to any other enterprise.

6. BID DECLARATION

- 6.1 Bidders who claim points in respect of specific goal/s must complete the following:

SPECIFIC GOAL	EVIDENCE	POINTS CLAIMED
1.		
2.		
3.		

7. SPECIFIC GOAL/S CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 **SPECIFIC GOAL/S:** = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of submitted proof as indicated above)

8 DECLARATION WITH REGARD TO BIDDING ENTITY

8.1 Name of bidding entity;

8.2 VAT registration number:

8.3 Registration number of bidding entity:

8.4 TYPE OF ENTITY

[TICK APPLICABLE BOX]

- Partnership/Joint Venture / Consortium
- One-person business/sole proprietor
- Close corporation
- Company
- Trust
- Other (specify)

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 CLASSIFICATION

[TICK APPLICABLE BOX]

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

8.7 MUNICIPAL INFORMATION

Municipality where business is situated

Consumer Account Number

Stand Number

8.8 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS AND REGISTRATION DETAILS?

Date of Registration _____;

Date on which bidder commenced business, if different from date of registration _____.

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the bidder, certify that the points claimed, based on the specific goal/s indicated in paragraph 7 of the foregoing certificate, qualifies the bidder 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If it is detected that false information regarding the specific goal/s, local production content, or any other matter which will affect or has affected the evaluation of the tender, or where the tender has failed to declare any subcontracting arrangements, 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) restrict the bidder/ contractor, its shareholders and/or directors, or only the shareholders and/or directors who acted on a fraudulent basis, 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 BIDDER(S)

DATE:

ADDRESS:

.....

GENERAL INFORMATION TO BE SUPPLIED BY THE BIDDER:

INFORMATION OF BIDDING ENTITY

1. Details of Bidding Entity

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER

CODE..... NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

TCS PIN NUMBER

HAS PROOF OF SPECIFIC GOAL/S CLAIMED BEEN SUBMITTED?

(Tick applicable box)

YES	NO

ARE YOU THE ACCREDITED REPRESENTATIVE?
IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?
(Tick applicable box)

YES	NO

(IF YES ENCLOSE PROOF)

2. Legal entity: Mark with an **X**.

Sole proprietor	
Partnership	
Close corporation	
Company	
Joint venture/ Consortium	
Trust	
Tertiary Institution	
Public Entity	

3. In the case of a Joint venture/ Consortium, provide details on joint venture/ consortium partners:

Joint venture/Consortium member	Type of entity (as defined above)

4. Income tax reference number: **(COMPULSORY)**
(In the case of a joint venture/consortium, provide for all joint venture/consortium members)

5. VAT registration number **(COMPULSORY)**:
(In the case of a joint venture/consortium, provide for all joint venture/consortium members)

6. Company, close corporation, or trust registration number (**COMPULSORY**):
(In the case of a joint venture, provide for all joint venture members)

7. Details of proprietor, partners, closed corporation members, company directors, or trustees indicating technical qualifications where applicable (Form on the next page).
8. For joint ventures/ consortiums the following must be attached:
- Written authority **of each JV / consortium partner**, for authorized signatory.
 - The joint venture/ consortium agreement.
9. For Trusts the following must be attached
- a. Certified copy of the trust deed;
 - b. Certified copies of the Letters of Authority issued in terms of S6 of the Trust Property Control Act, Act No.57 of 1988
 - c. Certified copy of the resolution of the trustees of the trust authorising the signatory to sign the bid on behalf of the trust

SIGNATURE OF AUTHORIZED PERSON :

DATE :

DETAILS OF BIDDING ENTITY'S BANK

If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner.

I/We hereby authorize the Employer/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER
Name of bank	
Contact person	
Branch name	
Branch code	
Street address	
Postal address	
Telephone number	()
Fax number	()
Account number	
Type of account, (i.e. cheque account)	

NAME OF BIDDING ENTITY

JOINT VENTURE/ CONSORTIUM INFORMATION

(Complete only if applicable)

The parties hereto form a Joint Venture/ Consortium for the purpose of jointly bidding and obtaining the award of contract for **THE APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY, DELIVERY, INSTALLATION, MAINTENANCE AND MANAGEMENT OF THE DATA CENTRE ENVIRONMENT ON AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029** and of jointly performing such contract.

The share of the partners in the Joint Venture/ Consortium shall be:

Full Name and address of Lead enterprise

..... %

.....

Full Name and address of 2nd enterprise

..... %

.....

Full Name and address of 3rd enterprise

..... %

.....

The Lead Partner is hereby authorised to incur liabilities, receive instructions, payments, sign all documents in connection with the bid, and to be responsible for the entire execution and administration of the contract for and on behalf of the partners.

The parties hereto shall make available to the Joint Venture/ Consortium the technical advice and benefit of their individual experience and shall, in all other respects, endeavour to share the responsibility and burden of the performance of the Joint Venture/ Consortium.

To this end the parties hereto shall share, in the above proportions, in all risks and obligations arising out of or in connection with the Contract, especially in the provisions of all necessary working capital and guarantees, in profit and loss and personnel.

The Lead Partner shall supply, in its name, the necessary insurance prescribed for the industry and such other insurance as may be prescribed by the COE, for the amount and period as stated in the Contract Data.

The Joint Venture/ Consortium may not be terminated by any of the parties hereto until either:

The contract has been awarded to another bidder

Or

The work undertaken by the Joint Venture/ Consortium under the contract has been completed and all liabilities and claims incurred by and made by the Joint Venture/ Consortium have been settled, the bid is cancelled or the period of validity of bid extended.

No party to the Agreement shall be entitled to sell, assign or in any manner encumber or transfer its interest or any part thereof in the Joint Venture/ Consortium without obtaining the prior written consent of the other party hereto.

The Parties of the Joint Venture/ Consortium shall cooperate on an exclusive basis. No Party shall during the validity period of the bid submit a bid to or enter into a Contract with the COE or any other party for the Project, either alone or in collaboration with a third party.

Authorised Signature Lead Partner.....

Name

Designation

Signed at..... on

Authorised Signature of 2nd Partner.....

Name

Designation

Signed at..... on

Authorised Signature of 3rd Partner.....

Name

Designation

Signed at..... on

(ALL SIGNATORIES SHALL CONFIRM THEIR AUTHORITY BY ATTACHING TO THE LAST PAGE OF THE BID, ORIGINAL OR CERTIFIED COPIES OF DATED AND SIGNED RESOLUTIONS OF THE MEMBERS/DIRECTORS/PARTNERS AS THE CASE MAY BE.)

In the event that there are more than 3 Joint Venture/Consortium partners, additional page/s may be added in order to furnish the requested information and authorised signatures

APPLICABLE FOR BIDS BELOW R 10 000 000 (including Vat)

Size of enterprise

What was your turnover in the previous financial year? R

What is the estimated turnover for your current financial year? R

SMME STATUS - (COMPULSORY)

TO BE COMPLETED FOR STATISTICAL PURPOSES ONLY AND WILL NOT BE USED FOR EVALUATION PURPOSES

Provide details on the following.

Sector/Sub-Sector in accordance with the Standard Industrial Classification	
Total Full-time Equivalent of paid Employees	
Total Annual Turnover	
Total Gross Asset Value	
Size or Class (Medium, Small, Very Small, Micro)	

NOTE: If all of the above does not adhere to the definition of a single class, use the total Annual Turnover only to decide on the class.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

EQUITY OWNERSHIP – (COMPULSORY)

List all partners, shareholders or members of bidding entity by name, identity number, citizenship, gender, race, HDI status and ownership.
In the case of a Joint Venture, Consortium or Partnership complete an “Equity ownership” for each member.

Name and Surname	Position occupied in Enterprise	Identity number	Citizen-ship	Gender Male / Female	Race	HDI Status (Y/N)	%Owned by HDI's	% Owned by Women		% Owned by Disabled
								Black	White	

PLEASE NOTE

KINDLY ATTACHED COPIES OF IDENTITY DOCUMENTS OF THE ABOVEMENTIONED MEMBERS

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS EQUITY OWNERSHIP IS CORRECT.

**I ACCEPT THAT THE STATE AND/OR THE COE MAY ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidding Entity

EVALUATION CRITERIA

EVALUATION ASPECT	MINIMUM REQUIREMENTS
Staffing profile	<p>Project Manager (x1)</p> <ul style="list-style-type: none">• Project Management Professional (PMP) Certification or Prince II or Agile Certification• National Diploma (NQF Level 6) in Information Technology (IT)• 3 years experience in Information Technology Project Management <p>Technology Architect (x1)</p> <ul style="list-style-type: none">• The Open Group Architecture Framework (TOGAF) or Sherwood Applied Business Security Architecture (SABSA) Certification• National Diploma (NQF Level 6) in Information Technology• 5 years' experience in Information Technology design <p>Technicians (x2)</p> <ul style="list-style-type: none">• With Original Equipment Manufacturer (OEM) Certification in Data Centre implementation• 3 years' experience in Data Centre implementation, maintenance and support.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

Proposed Key Personnel

Provide information on key staff you intend utilising on this contract, should it be awarded to you. (In case of engineering construction projects key staff is defined as staff of foreman level and above)

DESIGNATION	NAME & SURNAME	NATIONALITY	SUMMARY OF			
			QUALIFICATIONS	NQF Level	NUMBER OF YEARS OF EXPERIENCE	EXPERIENCE AND PRESENT OCCUPATION
Project Manager						
Technology Architect						
Technician						
Technician						

REQUIRED DOCUMENTS:

BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

Staffing profile

Project Manager (x1)

- Copy of a Project Management Professional (PMP) Certification or Prince II or Agile Certification
- Copy of a National Diploma (NQF Level 6) in Information Technology (IT)

DESIGNATION	NAME & SURNAME	NATIONALITY	SUMMARY OF			
			QUALIFICATIONS	NQF Level	NUMBER OF YEARS OF EXPERIENCE	EXPERIENCE AND PRESENT OCCUPATION
			<ul style="list-style-type: none"> CV demonstrating 3 years' experience in Information Technology Project Management 			
			<p>Technology Architect (x1)</p> <ul style="list-style-type: none"> Copy of The Open Group Architecture Framework (TOGAF) or Sherwood Applied Business Security Architecture (SABSA) Certification Copy of a National Diploma (NQF Level 6) in Information Technology CV demonstrating 5 years' experience in Information Technology design 			
			<p>Technicians (x2)</p> <ul style="list-style-type: none"> Copy of an Original Equipment Manufacturer (OEM) Certification in Data Centre implementation CV demonstrating 3 years' experience in Data Centre implementation, maintenance and support. 			
			<p>Please Note:</p> <ul style="list-style-type: none"> Certified Copy/ies of Passport(s) with valid working permits for foreign nationals must be submitted with the bid. All foreign qualifications must be SAQA (South African Qualifications Authority) accredited and proof of such SAQA accreditation must be attached for all foreign qualifications submitted with the bid. All professional Registrations must be in good standing during the period of tender evaluation. The City of Ekurhuleni reserves the right to verify the submitted documents. <p>NB! Failure to submit the above-mentioned documents will result in disqualification.</p>			

EVALUATION CRITERIA

EVALUATION ASPECT	MINIMUM REQUIREMENTS
Relevant previous Company Experience – Completed Project	One (1) contactable reference where the bidder successfully supplied, delivered, Installed, and maintained a Data Centre Infrastructure.

REQUIRED DOCUMENTS:

BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

Relevant previous Company Experience – Completed Project

- One (01) Signed reference letter on the **Bidder's Client Letter Head** **(The Signed reference letters Certificates must be from the client which the bidder provided the services to)** with Contactable References from the bidder's previous client confirming relevant experience where has successfully supplied, delivered, Installed, and maintained a Data Centre Infrastructure.

NB! Failure to submit the above-mentioned documents will result in disqualification.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

Previous Company Experience

Provide the following information on **relevant** previous experience.

Give at least two (2) names and telephone numbers and e-mail address per reference.

Description (of work done)	Value (R, VAT excluded)	Start date	Duration	Completed date.	Reference		
					Name (contact person)	Organisation	Tel no
					Email:		
					Email:		
					Email:		
					Email:		

EVALUATION CRITERIA

EVALUATION ASPECT	MINIMUM REQUIREMENTS
Financial Ability (Ability to Deliver)	R5 000 000

REQUIRED DOCUMENTS:

BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

Financial Ability (Ability to Deliver)

1. Proof of Access to Credit or Financing

A letter/statement from a registered financial institution indicating the registration number, confirming that the bidder has access to credit or financing of at least **R5 000 000**, which may include:

- Overdraft facilities; **OR**
- Revolving credit facilities; **OR**
- Approved loan facilities; **OR**
- Confirmation of available cash reserves.

OR

2. Bank Statement(s)

- A stamped bank statement not older than one (1) month from the tender closing date, showing available funds of at least **R5 000 000**.

OR

3. Funding Commitments from Development Finance Institutions (DFIs)

A confirmation or pre-approval letter from SEFA, IDC, NEF, Land Bank, DBSA, or any other registered DFI, indicating funding of at least **R5 000 000**.

NB! Failure to submit the above-mentioned documents will result in disqualification.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

Financial ability to execute the project.

Evaluation of the bid's financial ability to execute the contract. Emphasis will be placed on the following:

- **Proof of Access to Credit or Financing or**
- **Bank Statement(s) or**
- **Funding Commitments from Development Finance Institutions (DFIs)**

Indicate with a **tick** next to the relevant block on the below table, the type of proof submitted for financial ability

	<u>Tick (x)</u>
Proof of Access to Credit or Financing	
Bank Statement(s)	
Funding Commitments from Development Finance Institutions (DFIs)	

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

FINANCIAL ABILITY CONSENT FORM

By signing this form, you hereby grant consent to authorize the City of Ekurhuleni to verify all documents submitted for the purposes of evaluating financial ability for **Contract Number [A- ICT 02- 2026]**, with **Description [THE APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY, DELIVERY, INSTALLATION, MAINTENANCE AND MANAGEMENT OF THE DATA CENTRE ENVIRONMENT ON AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029]**.

I, NAME OF BIDDING ENTITY / ACCOUNT HOLDER

[.....], hereby confirm that the information provided is true and correct.

I authorize the **financial institution and/or registered credit provider**, namely **[Bank / Financial Institution / Credit Provider Name]**

[.....], to verify and confirm the information as may be requested by the City of Ekurhuleni for bid evaluation purposes.

I acknowledge and understand that:

- This consent shall remain valid until revoked in writing.
- All information will be processed and handled in compliance with the Protection of Personal Information Act (POPIA) and all other applicable banking and credit legislation.
- This authorization is strictly limited to the verification of the following information:

• Account number:

• Bank Balance / Credit Facility as at:

• Eligible Funds / Approved Credit Amount:

Signature of person authorised to sign bid documents

Name in block letters

Designation

Date

NB: Failure to complete the above requirements will result in disqualification.

OCCUPATIONAL HEALTH AND SAFETY INFORMATION FOR BIDS

THE CONTRACTOR SHALL/MUST SUBMIT THE FOLLOWING TO THE MANAGER OH&S TO OBTAIN A CERTIFICATE OF COMPLIANCE FROM OH&S CITY OF EKURHULENI BEFORE ANY WORK MAY COMMENCE.

1. Proof of Registration with the Compensation Commissioner.
2. Letter of "Good Standing" with Compensation Commissioner.
3. Certified copy of first aid certificate.
4. Physical address where contract is taking place (on Company letterhead).
5. Detailed description of intended work (on Company letterhead).
6. List of all Personal Protective Equipment issued to employees (company letterhead).
7. List of ALL employees on site (on company letterhead).
8. Detailed Health and Safety Plan (on company letterhead).
9. Comprehensive Risk Assessment (Qualification and Contact details of Risk Assessor).
10. Public Liability and Commercial Insurance Certificate.
11. All related statutory appointments.
12. Certificates of relevant Training.

The above list represents the minimum content of a safety file In terms of the Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 37307 and Regulation Gazette No 10113 of 7 February 2014.

OHS Act 85 of 1993.

INSURANCE AND INDEMNIFICATION

Without limiting the liability of the Service Provider under this Agreement, the Service Provider shall at its own cost and expense take out insurance in respect of all risks for which it is prudent for the Service Provider to insure against, including any liability it may have as a result of its activities under the Agreement for, liabilities that may arise due to, theft, destruction, death or injury to any person and damage to property.

The Service Provider shall arrange insurance with registered insurers and will produce to COE written confirmation from its brokers/insurers as evidence of the existence of the policies on an annual basis within 30 (thirty) days after date of policy renewals.

The Service Provider shall for the duration of this Agreement be required to maintain in force such sufficient insurance cover for its performance under this Agreement. The level of insurance will be kept under review by the Service Provider on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be entirely at the discretion of the Service Provider.

Insurance cover will include relevant applicable insurance policies for risk associated with the scope of work such as Public Liability, Contractors All Risk, Professional Indemnity etc and such Insurance will be determined by CoE. Service Provider will present Certificates of Insurance to COE (Risk Management Department) prior to the commencement of the works, but not later than 14 days after having been informed of the acceptance of this bid.

Subject to clause above, if the Service Provider fails to effect adequate insurance under this clause it shall notify COE in writing as soon as it becomes aware of the reduction or inadequate cover. As in when required, the Risk Financing Division may validate the insurance confirmation.

In the event that the Service Provider receives written notice from its insurers advising of the termination of its insurance cover referred to in clause above or if the insurance ceases to be available upon commercially reasonable terms, the Service Provider shall immediately notify COE in writing of such termination and/or unavailability, where after either the Service Provider or/and COE may find a resolution regarding the insurance cover. The Service Provider shall within 30 days ensure placement of the applicable insurance cover in place and furnish the City with confirmation of cover.

The Service Provider must insure Employees against injury at work and further ensure that the Employees are fully covered as is required by the Compensation for Occupational Injuries and Diseases Act 130 of 1993 (the COIDA). Documentary proof of such cover must be made available to CoE upon request.

LIMITATION OF LIABILITY

Neither party exclude or limit liability to the other party for:

- a) Death or personal injury due to negligence; or
- b) Fraud

The Service Provider shall indemnify and keep CoE indemnified from and against liability for damage to any CoE property (whether tangible or intangible) or any other loss, costs or damage suffered by CoE to the extent that it results from any act of or omission by the service provider or its personnel in connection with this agreement.

In no event shall either party be liable to the other for indirect or consequential loss or damage or including indirect or consequential loss of profits, business, revenue, goodwill or anticipated savings of an indirect nature or loss or damage incurred by the other party as a result of third party claims.

Nothing in this Agreement shall exclude or limit the liability of either Party for death or personal injury caused by its negligence, fraud or willful misconduct or any other liability which cannot lawfully be excluded or limited.

Each party shall, at its own cost, maintain adequate insurance to cover its liability for death or personal injury arising out of or in connection with this Agreement and shall provide proof thereof upon request.

Save as provided above, the aggregate liability of either party to the other party in terms of this Agreement whether as result or delict or negligence shall not exceed an amount of fees paid in 12 months preceding the claim.

FORCE MAJEURE

Neither Party shall have any claim against the other Party arising from any failure or delay in the performance of any obligation of either Party under this Agreement caused by an act of *force majeure* such as acts of God, fire, flood, war, strike, lockout, industrial dispute, government action, laws or regulations, riots, terrorism or civil disturbance, defaults, delays or discontinuance on the part of independent contractors, suppliers, or other circumstances or factors beyond the reasonable control of either Party, and to the extent that the performance of obligations of either Party hereunder is delayed by virtue of the foregoing, any period stipulated for any such performance shall be reasonably extended.

Each Party will take all reasonable steps by whatever lawful means that are available, to resume full performance as soon as practicable and will seek agreement to modification of the relevant provisions of this Agreement in order to accommodate the new circumstances caused by the act of *force majeure*. If a Party fails to agree to such modifications proposed by the other Party within 90 (ninety) days of the act of *force majeure* first occurring, either Party may thereafter terminate this Agreement with immediate notice.

It's the responsibility of the Project Manager to ensure and monitor the insurance compliance with regarding to the following:

1. Active and validity of the Insurance Policy throughout the duration of the contract
2. Letter of Good Standing of the supplier

PLEASE REMEMBER:

- (1) IN ORDER TO OBTAIN SPECIFIC GOAL/S POINTS IN TERMS OF THE PROVISIONS OF REGULATIONS 4(2) OR 5(2) OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE BIDDER MUST SUBMIT PROOF OF SPECIFIC GOAL/S CLAIMED.
- (2) TCS PIN NUMBER;
- (3) IN THE CASE OF A JOINT VENTURE/CONSORTIUM, THE TCS PIN NUMBER OF EACH ENTITY CONSTITUTING THE JOINT VENTURE/CONSORTIUM, MUST BE SUBMITTED WITH THE BID DOCUMENT;
- (4) ATTACH ALL REQUIRED DOCUMENTS TO THE LAST PAGE OF YOUR BID DOCUMENT
- (5) DOCUMENTS SUBMITTED MUST BE LEGIBLE
- (6) NO PHOTOCOPIES OF CERTIFIED COPIES WILL BE ALLOWED.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM ‘B’

CITY OF EKURHULENI

CONTRACT NUMBER: A- ICT 02- 2026

THE APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY, DELIVERY, INSTALLATION, MAINTENANCE AND MANAGEMENT OF THE DATA CENTRE ENVIRONMENT ON AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. 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/adjudicating authority.
- 3 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1 Full Name of Owner of the Bidding Entity:
 - 3.2 Identity Number if applicable:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²):
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:.....
 - 3.6 VAT Registration Number:

¹MSCM Regulations: “in the service of the state” means to be –

- (a) a member of –
 - (i) any municipal council;
 - (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.

² Shareholder” means a person who owns shares in the company or business entity, exercises control and is actively involved in its management.

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

3.8.1 If yes, furnish particulars.
.....

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

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

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

3.10 Do you have any relationship (close family member, partner or associate?)
with persons in the service of the state who may be involved
with the evaluation and or adjudication of this bid?
(Tick applicable box)

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

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

3.11 Are you aware of any relationship (close family member, partner or associate) 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)

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

3.11.1 If yes, furnish particulars
.....
.....

3.12 Are any of the company's directors, trustees, managers,
shareholders or stakeholders in service of the state?
(Tick applicable box)

YES	NO
<input type="checkbox"/>	<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, shareholders or stakeholders in service of the state?

(Tick applicable box)

YES	NO

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	NO

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	Employee Number

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

I ACCEPT THAT THE STATE AND/OR THE COE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidding Entity

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM “C”

CITY OF EKURHULENI

CONTRACT NUMBER: A- ICT 02- 2026

THE APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY, DELIVERY, INSTALLATION, MAINTENANCE AND MANAGEMENT OF THE DATA CENTRE ENVIRONMENT ON AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

MUST BE COMPLETED FOR THIS BID

Declaration in terms of paragraph 21(1)(d)(ii) of the Supply Chain Management Policy of the CITY OF EKURHULENI (COE), to be completed by ALL bidders in cases where the value of the transaction is expected to exceed R10 million (VAT included).

PLEASE NOTE:

1. **This bid is estimated to exceed a rand value of R10 million (VAT, escalation and contingencies included). Accordingly -**
 - (1) If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders most recent financial year together with the audited or independently reviewed annual financial statements for the two immediately preceding financial years must be submitted, (unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).
 - (2) If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders most recent financial year together with the annual financial statements for the two immediately preceding financial years must be submitted,(unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).
 - (3) If the bidder only commenced business within the past three years, the bidder is required to submit annual financial statements in compliance with the provisions of (1) and (2) above for each of its financial years since commencing business.
 - (4) If a bidder is not required by law to have its annual financial statements audited or independently reviewed or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above must be submitted. Further that if no Annual Financial Statements are attached as requested above, the bid will be rejected

PLEASE NOTE further that if no Three (03) Annual Financial Statements are attached, the bid will be rejected

Please indicate by ticking in the applicable BOX.

PLEASE COMPLETE AND INDICATE	YES/NO
Is bidder required by law to prepare financial statements for audit or independent review?	
If yes, are the audited or independently reviewed annual financial statements attached?	
If no, are the unaudited annual financial statements attached?	
Joint Venture/ Consortium / Partnership	YES/NO
Are consolidated joint venture/consortium/partnership annual financial statements attached?	
If not, are annual financial statement for all parties to the consortium/joint venture/partnership attached?	

Failure to comply with the above requirement will render the bid as a non-responsive bid.

Signed at.....this.....day of..... 20...

Name of Duly Authorised Signatory: (Please print)

Authorised Signature:

As witness: 1.....

2.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM “D”

CITY OF EKURHULENI

CONTRACT NUMBER: A- ICT 02- 2026

THE APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY, DELIVERY, INSTALLATION, MAINTENANCE AND MANAGEMENT OF THE DATA CENTRE ENVIRONMENT ON AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

DECLARATION OF BIDDER’S P AST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities 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 rejected if that bidder, or any of its directors have:
 - a. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors and/or shareholders listed on the National Treasury’s database as a company or person 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 National Treasury after the <i>audi alteram partem</i> rule was applied).</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors and/or shareholders 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)? Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

Item	Question	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, 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 the CONTRACT, ACTION MAY BE
TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM “E”

CITY OF EKURHULENI

CONTRACT NUMBER: A- ICT 02- 2026

THE APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY, DELIVERY, INSTALLATION, MAINTENANCE AND MANAGEMENT OF THE DATA CENTRE ENVIRONMENT ON AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Form “E” must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Chain Management 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 Form “E” 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 (Form “E”) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

CONTRACT NUMBER: A- ICT 02- 2026

THE APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY, DELIVERY, INSTALLATION, MAINTENANCE AND MANAGEMENT OF THE DATA CENTRE ENVIRONMENT ON AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

(Bid Number and Description)

in response to the invitation for the bid made by:

CITY OF EKURHULENI

(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 understood 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 and sign the bid on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM "G"

CITY OF EKURHULENI

CONTRACT NUMBER: A- ICT 02- 2026

**THE APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY, DELIVERY, INSTALLATION,
MAINTENANCE AND MANAGEMENT OF THE DATA CENTRE ENVIRONMENT ON AS AND WHEN
REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029**

DECLARATION FOR MUNICIPAL ACCOUNTS

MUST BE COMPLETED FOR THIS BID

**Declaration in terms of paragraph 38(1)(d)(i) of the MFMA Supply Chain Management Regulations,
irrespective of the contract value of the bid:**

NB: Please note that this declaration must be completed by ALL bidders.

- (i). I, the undersigned, hereby declare that the signatory to this tender documents duly authorised and further declare:
- (ii) That at the closing date of the bid, no municipal rates and taxes or municipal service charges owed by **the bidder** to the COE, or to any other municipality or municipal entity, are in arrears for more than three (3) months.
- (iii) That at the closing date of the bid, no municipal rates and taxes or municipal service charges owed by **any of the directors/members** to the COE, or to any other municipality or municipal entity, are in arrears for more than three (3) months.
- (iv). I acknowledge that should it be found that any municipal rates and taxes or municipal charges as set out in (i) above are in arrears for more than three (3) months, the bid will be rejected and the COE may take such remedial action as is required, including the rejection of the bid and/or termination of the contract (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids)

Signed at.....this.....day of..... 20...

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:

As witness: 1.

2.

PLEASE NOTE further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block.

Bidding entities who operate from informal settlements	
Bidding entities who operate from a property owned by a director / member / partner	
Bidding entities who operate from somebody else's property	
Bidding entities who rent premises from a landlord	
Other (Please specify)	

Signed at.....this.....day of..... 20...

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:

As witness: 1.

2.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM "H"

CITY OF EKURHULENI

CONTRACT NUMBER: A- ICT 02- 2026

THE APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY, DELIVERY, INSTALLATION, MAINTENANCE AND MANAGEMENT OF THE DATA CENTRE ENVIRONMENT ON AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

DECLARATION FOR MUNICIPAL ACCOUNTS WHERE BIDS ARE EXPECTED TO EXCEED R10 MILLION

MUST BE COMPLETED FOR THIS BID

Declaration in terms of paragraph 21(d)(ii) of the Supply Chain Management Regulations, to be completed by ALL bidders in cases where the value of the transaction is expected to exceed R10 million (VAT included).

- (i). I, the undersigned, hereby declare that the signatory to this tender document is duly authorised and further declare:
- (ii). That at the closing date of the bid, the **bidder** had no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.
- (iii) That at the closing date of the bid, any of **the directors/members** had no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.
- (iv). I acknowledge that should it be found that any undisputed commitments for municipal services charges towards a municipality or other service provider in respect of which payment is overdue for more than 30 days, the COE may take such remedial action as is required (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids).

Signed at.....this.....day of..... 20...

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:

As witness: 1.

2.

PLEASE NOTE further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block.

Bidding entities who operate from informal settlements	
Bidding entities who operate from a property owned by a director / member / partner	
Bidding entities who operate from somebody else's property	
Bidding entities who rent premises from a landlord	
Other (Please specify)	

Signed at.....this.....day of..... 20...

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:

As witness: 1.

2.

NAME OF BIDDING ENTITY

FORM "I"

CITY OF EKURHULENI

CONTRACT NUMBER: A-ICT 02-2026

THE APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY, DELIVERY, INSTALLATION, MAINTENANCE AND MANAGEMENT OF THE DATA CENTRE ENVIRONMENT ON AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029.

SPECIFICATION

SCOPE OF CONTRACT

This contract calls for the supply, delivery, installation, maintenance and management of the data centre environment on as and when required basis from date of award until 30 June 2029. In accordance with the detailed specifications as set out hereunder.

EVALUATION CRITERIA

EVALUATION ASPECT	MINIMUM REQUIREMENTS
Staffing profile	Project Manager (x1) <ul style="list-style-type: none">• Project Management Professional (PMP) Certification or Prince II or Agile Certification• National Diploma (NQF Level 6) in Information Technology (IT)• 3 years experience in Information Technology Project Management Technology Architect (x1) <ul style="list-style-type: none">• The Open Group Architecture Framework (TOGAF) or Sherwood Applied Business Security Architecture (SABSA) Certification• National Diploma (NQF Level 6) in Information Technology• 5 years' experience in Information Technology design Technicians (x2) <ul style="list-style-type: none">• With Original Equipment Manufacturer (OEM) Certification in Data Centre implementation• 3 years' experience in Data Centre implementation, maintenance and support.
Financial Ability (Ability to Deliver)	R5 000 000
Relevant previous Company Experience – Completed Project	One (1) contactable reference where the bidder successfully supplied, delivered, installed, and maintained a Data Centre Infrastructure.

Bidders that do not meet the minimum requirements will be rejected and not evaluated further.

REQUIRED DOCUMENTS:

BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

Financial Ability (Ability to Deliver)

1. **Proof of Access to Credit or Financing**

A letter/statement from a registered financial institution indicating the registration number, confirming that the bidder has access to credit or financing of at least **R5 000 000**, which may include:

- Overdraft facilities; **OR**
- Revolving credit facilities; **OR**
- Approved loan facilities; **OR**
- Confirmation of available cash reserves.

OR

2. **Bank Statement(s)**

- A stamped bank statement not older than one (1) month from the tender closing date, showing available funds of at least **R5 000 000**.

OR

3. **Funding Commitments from Development Finance Institutions (DFIs)**

A confirmation or pre-approval letter from SEFA, IDC, NEF, Land Bank, DBSA, or any other registered DFI, indicating funding of at least **R5 000 000**.

Staffing profile

Project Manager (x1)

- Copy of a Project Management Professional (PMP) Certification or Prince II or Agile Certification
- Copy of a National Diploma (NQF Level 6) in Information Technology (IT)
- CV demonstrating 3 years' experience in Information Technology Project Management

Technology Architect (x1)

- Copy of The Open Group Architecture Framework (TOGAF) or Sherwood Applied Business Security Architecture (SABSA) Certification
- Copy of a National Diploma (NQF Level 6) in Information Technology
- CV demonstrating 5 years' experience in Information Technology design

Technicians (x2)

- Copy of an Original Equipment Manufacturer (OEM) Certification in Data Centre implementation
- CV demonstrating 3 years' experience in Data Centre implementation, maintenance and support.

Please Note:

- **Certified Copy/ies of Passport(s) with valid working permits for foreign nationals must be submitted with the bid.**
- **All foreign qualifications must be SAQA (South African Qualifications Authority) accredited and proof of such SAQA accreditation must be attached for all foreign qualifications submitted with the bid.**
- **All professional Registrations must be in good standing during the period of tender evaluation.**
- **The City of Ekurhuleni reserves the right to verify the submitted documents.**

Relevant previous Company Experience – Completed Project

- One (01) Signed reference letter on the **Bidder’s Client Letter Head** (**The Signed reference letters Certificates must be from the client which the bidder provided the services to**) with Contactable References from the bidder’s previous client confirming relevant experience where has successfully supplied, delivered, Installed, and maintained a Data Centre Infrastructure.

NB! Failure to submit the above-mentioned documents will result in disqualification.

SPECIFIC GOAL REQUIREMENT

MOTIVATION FOR SPECIFIC GOAL

Points awarded for Specific Goal/s

In terms of Regulation 4 (1) and 5 (1) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the Specific Goal/s in accordance with the table below:

SPECIFIC GOAL REQUIREMENT	EVIDENCE REQUIRED	POINTS ALLOCATED
Enterprise situated within the Ekurhuleni demarcation.	Municipal Account or Lease Agreement or Affidavit – must be in the name of the Enterprise NB: Municipal Account must not be older than 3 months	5
EME	Original Sworn Affidavit /Certified Copy of the Sworn Affidavit or Original / Certified Copy of the BBBEE Certificate	2
An enterprise which is at least 50% owned by people who are Youth	Identity document (certified not older than 6 months)	3
	Company Share Certificate or Directorship Composition from CIPC or a Member's Interest Certificate for a Registered CC	
TOTAL SPECIFIC GOAL POINTS		10

NB: if bidders do not complete information or submit evidence required for the above table, they will not be awarded any specific goals points. All evidence MUST be submitted at bid closure and MUST be valid at the close of bid for point’s allocation purposes

SCOPE OF WORK

1. Project Requirements

The purpose of this bid is to refresh the datacenter system to meet future IT requirements of City of Ekurhuleni. The current datacenter system of City of Ekurhuleni (COE) consists of three datacenters to provide an active-active-standby on storage level and HA+DR solution on virtualization level to ensure business continuity. To protect investment, the new solutions and products must be compatible with the current platforms and products. The new system which this bid requires is supposed to provide the following requirements:

- a) The private cloud solution capable of fulfilling the future IT requirements of COE.
- b) The infrastructure includes servers, storages and network devices which support the three active-active-standby DC based on current cloud solution to offer the following
 - Backup
 - Archiving
 - Anti-Ransomware
- c) Network devices must support SDN technology to improve network management of datacenter efficiency and meet the applications requirement in future.

1.1 Existing System Introduction

The current datacenter system of COE consists of three datacenters—Germiston and Alberton are the primary datacenter for production, and Boksburg is the third datacenter for remote DR.

COE built the storage level active-active-standby solution and virtualization level HA+DR solution to improve the reliability of datacenter in 2020-2025 as follow (Figure 1-1)

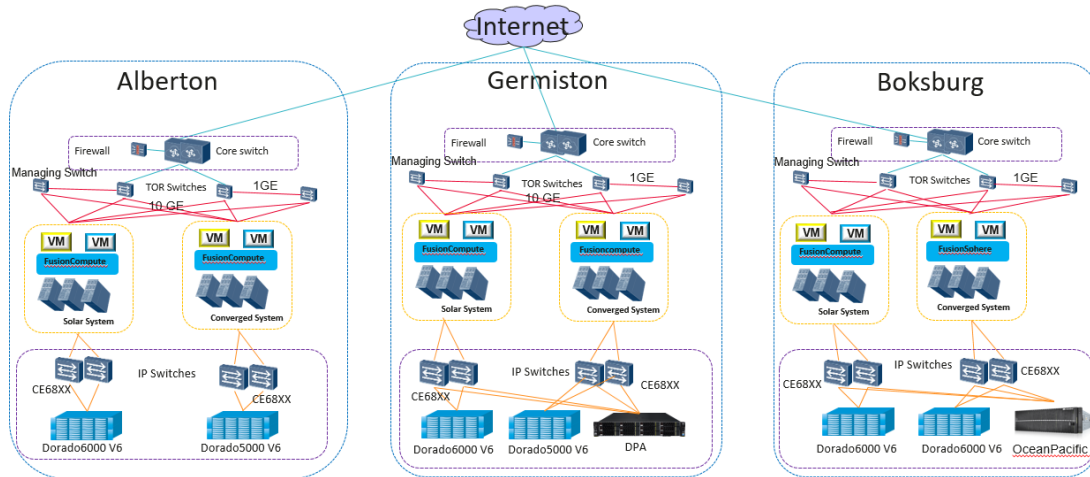


Figure 1-1

The overall solution architecture consists of the infrastructure, unified management and disaster recovery solution.

Functional Layer	Description
Infrastructure	The converged infrastructure provides basic computing and storage capabilities. Managed by the unified management layer, the infrastructure layer provides virtualization, servers and storage resource pools. It provides a scalable, efficient and reliable architecture to fulfil COE's business development requirements.
Disaster recovery management	DR management provides overall disaster recovery for the three datacenters, it offers VM-level and data-level disaster recovery solution. DR system provide a high availability architecture to ensure business continuity.

1.2 To-Be Architecture Requirements

The infrastructure procured in 2020-2025 will be end of service and support in 2026. COE willing to expand the existing infrastructure within mixed cloud (including private cloud and public cloud) to offer more services. The infrastructure procured in 2020-2025 will keep running in the datacenter to protect investment. To improve the efficiency of management, a unified management system must be provided by bidder to manage both the existing system and the new cloud platform.

The datacenter new architecture overview as below (Figure 1-2):

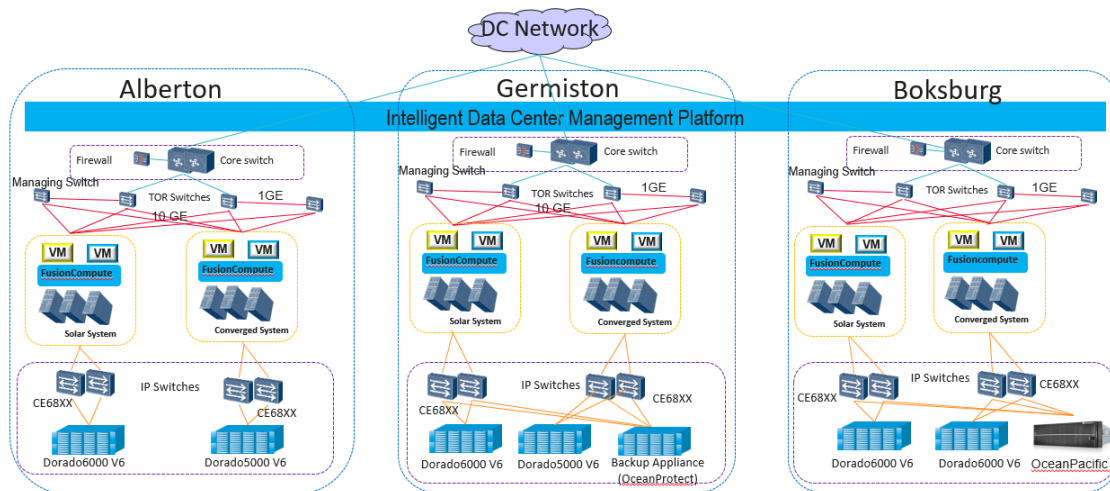


Figure 1-2

The main changes in the datacenter are as follows:

1. Unified management platform.
2. Support the evolution of datacenter network to 100 GB.
3. Creating the computing resource pool.
4. Creating the network resource pool.
5. Creating the storage resource pool.

The cloud solution requires unified management of the current platform and the new platform.

Alberton and Germiston are the production datacenters, and Boksborg is the disaster recovery datacenter. Each datacenter will be private cloud platform.

The current platform will run the existing servers and storages, while the network device must be replaced due to end of service.

The private cloud platform will use new servers, storages, switches, etc. to build a new platform. Alberton and Germiston form a HA solution. Boksborg acts as a standby DR datacenter. When Alberton datacenter breaks down, the VMs in Alberton can be switched to Germiston automatically or manually. When both Alberton and Germiston are in disaster, you can manually restart the business in Boksborg.

The datacenter network is SDN-based. SDN controller integrates with cloud platform via northbound API. The IT system is no longer isolated from network system. The cloud platform and SDN controller collaboratively provision services and perform O&M, providing unified GUI for customers.

SDN controller centrally manages the physical and virtual network resources. With the zero-touch provisioning and network automation functions, the services provisioning and expansion can be shortened to minutes. The network and applications are visible via controller and make it easier for O&M.

The SDN controllers deployed in Alberton and Germiston work in Active/Standby Mode, and the one in Boksborg works in standalone mode. The standby controller in Germiston will become active automatically when services in Alberton are interrupted. When services in Alberton and Germiston are both interrupted, the controller in Boksborg can be used to manage the resources.

2. Project Principles

The solutions provided by the service provider, including server, storage, virtualization and switch, must be fully compatible with COE existing 3DC datacenter infrastructure. The existing detailed architecture refers to figure 1-2

a) Unified decision and hierarchical implementation

Strengthen leadership, establish a unified work mechanism and system specifications. Adhere to the principles of unified planning, pilot first, and gradual implementation, and build a cloud platform management system featuring unified objectives, direction, interconnection, and hierarchical convergence.

b) Unified construction and resource sharing

Stick to the principles of co-construction and resource sharing to build a unified cloud platform to share the infrastructure and resources. The cloud platform can implement unified O&M, operation.

c) Unified management and security assurance

Provide unified management of cloud platform planning, standards, systems, and technology system, use secure and reliable hardware and software products, integrated the information security technology, establish a secure and reliable information security system, and improve the security assurance capabilities.

d) Preserve existing investment

The new solution must coexist with the old platform to save the customer's investment on the live network. The warranty renewal service is provided for devices and platform that have not ended their lifecycles. Unified management of cloud platforms.

e) Balancing Cost and Reliability

The infrastructure provides multiple SLA levels for different service applications. The resource pools of the three datacenters are relatively independent. Different applications can enjoy different reliability levels. For example, core applications use the two-site three-center architecture to provide the highest reliability. The archive environment and test environment need to be deployed in either datacenter.

3. Project Scope

The following systems and works will be deployed:

a) Private Cloud Solution

- Private cloud platform
- Computing
- All flash storage
- Intelligent Data Center Management Platform
- SDN controller, intelligent analyser, core switch, ToR switch, 25GE switch, IP SAN switch, management switch, firewall

b) Backup Solution

- Backup Appliance
- Archiving Storage

c) Datacenter Facility

- Racks and aisle containment, UPS, lithium battery, cooling system
- DCIM system

d) Ransomware Protection Security Solution

- Firewall and Sandbox
- Security Management System
- Security Analysis System
- Ransomware Protection Appliance

e) Public Hosting Cloud

- Cloud Infrastructure

f) Professional Service

- Hardware installation
- Integration design and implementation service
- Migration service
- support service
- Training and certification service

4. Solution Technical Requirements

4.1 Private Cloud Solution

4.1.1 Private Cloud Platform Requirements

The bidder can provide the new cloud platform to replace, expansion and renew for the current platform which is built in 2020-2022. The new platform must cover three data centers – Alberton, Germiston and Boksburg. The current platform is Fusion Compute.

New platform software supports the specifications below but not limited:

- The virtualization platform supports hybrid deployment of x86 or Arm servers. One platform can be used to manage x86 or Arm servers in a unified manner.
- The virtualization platform must support various storage devices, such as local disks, IP SAN, Fibre Channel (FC) SAN, NAS, and NVMe over Fabric.

- Each VM has an independent storage LUN. The VM snapshot, clone, and replication capabilities can be offloaded to storage devices to reduce host resource overheads.
- Dynamic power management (DPM) is supported. The system automatically powers on or off hosts based on the cluster load to reduce power consumption of the data center.
- Supports virtual switch–level user-mode switching technology. Supports interconnection with network overlay or hard SDN.
- The management system can interconnect with legacy LDAP and LDAPS. The system supports role-based management and O&M mode with separate roles, namely, system administrator, security administrator, and security auditor, to deliver a high level of security.
- Supports online adjustment of VM specifications, including CPU and memory resources. The adjustment takes effect without the need of restart.
- Provides graphical indicator monitoring on hosts and VMs. Users can customize the monitoring period. The monitoring indicators include the CPU usage, memory usage, disk usage, disk I/Os, and network traffic rates. Users can also export monitoring data.
- Supports local HA and intra-city HA, asynchronous replication, and the geo-redundant 3DC DR solution to meet DR requirements in different scenarios.
- VMs can be grouped by folder. Different types of VMs can be logically grouped and managed for easy O&M.

4.1.2 Server Requirements

Each server must comprise of the following parts or equivalent or such that it is fully compatible with COE existing infrastructure.

NO.	Node Type	Description for each node
1	Type 1	2* CPU (2.2 GHz, 28 Cores or above), 64G memory or above. 2 x 960 GB SSDs, RAID Card supporting RAID 0,1,5,6,10,50,60. 4*10GE,2*25GE.
2	Type 2	2* CPU (2.8 GHz, 32 Cores or above), 64G memory or above. 2 x 1.92 TB SSDs, 2 x 4TB HDDs, RAID Card supporting RAID 0,1,5,6,10,50,60. 4*10GE,2*25GE.
3	Type 3	2* CPU (2.2 GHz, 28 Cores or above), 128G memory or above. 2 x 3.84TB SSDs, RAID Card supporting RAID 0,1,5,6,10,50,60. 4*10GE,2*25GE.

4.1.3 All Flash Storage Requirements

Each storage must comprise of the following parts or equivalent or such that it is fully compatible with existing infrastructure.

- The storage system must use a symmetric active-active architecture with load balancing. Storage with asymmetrical logical unit access (ALUA) architecture or active-passive architecture will not be accepted.
- Proposed all flash storage must at least have 2 controllers and can be expanded. The maximum supported number of controllers is no less than 32. The maximum number of SSD slots supported by each controller enclosure is no less than 600. The single-disk capacity is configured as 7.68 TB, 30.72TB.
- Supports the gateway-free active-active solution for SAN and NAS. Hosts can concurrently read and write the same active-active volume or file system through two active-active sites. The active-active feature for SAN and NAS is configured.
- Supports integrated SAN and NAS protocol without needing any gateway device. The NAS protocol (Including CIFS,NFS,Snap,Replication,Clone,QoS,Metro,CDP,Audit), SAN protocol (Including Snap,Replication,Clone,QoS,Virtualization,Metro,CDP) are configured.
- The storage system supports built-in AI-based ransomware detection module and array encryption feature for ransomware protection. The ransomware detection and array encryption feature are configured.
- The total level-1 cache capacity in the system is greater than or equal to 1TB, and the level-1 cache capacity of any controller is greater than or equal to 512GB.
- Supports 16/32/64 Gbit/s fibre channel ports. Supports 10/25/40/100 Gbit/s ethernet ports. Supports 100 Gbit/s RDMA interface module for Scale-out and Scale-up. Supports 25/100 Gbit/s RoCE ports. The 8*32 Gbit/s fibre channel ports, 8*10 Gbit/s ethernet ports, 8*25 Gbit/s ethernet ports, 2* 25Gb RoCE I/O Module are configured.
- The storage system software supports online upgrade and rollback without restarting controllers and interrupting services.
- Supports RAID 6 and Triple-parity RAID. Triple-parity RAID support the storage system tolerates simultaneous failures of three disks in a RAID group.
- The storage system can create scheduled snapshots. Supports immutable or secure snapshots which cannot be deleted during the protection period.
- The storage system supports synchronous and asynchronous remote replication.

4.1.4 Intelligent Data Center Management Platform Requirement

- Supports unified management of storage devices, switches, servers, hyper-converged infrastructure (HCI), and virtual resources, including the query of the following: basic device information, configurations, historical performance, resource usage, and device alarms.
- Supports multi-dimensional analysis for object instances, including VMs, hosts, LUNs, and storage, to quickly demarcate and locate faults.
- Supports full-link I/O path failure diagnosis from the perspective of VMs: I/O path topology information of virtual disks, VMs, hosts, switches, and storage devices are displayed on one UI.
- Supports dashboard display. Users can customize the content displayed on dashboards.
- Supports report statistics. The system periodically and automatically generates reports, with preset reports for typical service scenarios. Users can customize report statistics.
- Supports automatic resource provisioning for storage resources, SLA customization based on enterprise service requirements.
- Supports rights-based management and control. The platform provides rights separation for resource application, resource review, and resource execution to avoid unauthorized high-risk change operations.
- Supports E2E alarm and event management. Alarms can be masked, associated, and aggregated to reduce invalid alarms and prevent alarm storms.
- Supports intelligent trend prediction for storage. The capacity data and performance trend of storage pools, storage devices, LUNs, can be predicted.

4.1.5 Network Requirements

A DCN connects computing and storage servers to support the IT architecture of the entire data center. A DCN carries massive services, from mobile apps and websites to big data and AI training. All data exchanged between servers is forwarded through the network. Once the interconnection objects and architecture change, the network needs to be adjusted accordingly. Such changes are taking place in data centers. The architecture, computing, and storage transformations are driving DCNs to evolve from the multi-protocol mode to the Ethernet mode.

Future data centers should have the following capabilities:

- 1)The SDN solution supports automatic deployment and intelligent O&M, and supports automatic network

fault tolerance. The solution should include SDN-controller, Intelligent O&M analyzer, core switches, access TOR switches, management switches.

- 2) Supports the unified Ethernet protocol for computing and storage networks, facilitating O&M. Both centralized storage and distributed storage should support Ethernet-capable to adapt to future network evolution.
- 3) The SDN solution must interwork with virtualization platforms such as VMware and Hyper-V to enable automatic deployment.

4.1.6 Network Architecture

The Data centers network is a multi-DC architecture network. Data centers in Alberton and Germiston work in active/active mode, and the Boksburg one works in disaster recovery back mode. The two deployed in Alberton and Germiston work in active/standby mode, the active one manages the whole network resources in both Alberton and Germiston. The controller in Boksburg works in stand-alone mode. The SDN controller supports unified management of multiple DCs.

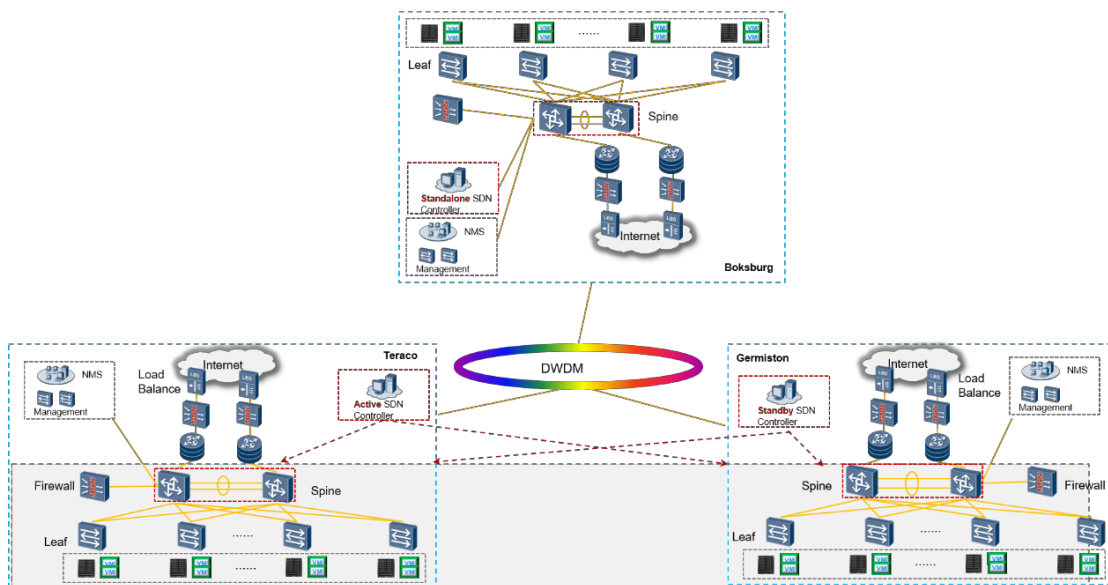


Figure 4.1.6-1

In each data center, the proposed solution provides a spine-leaf architecture. It provides high density non-blocking 10GE、25GEports for server connectivity and 40GE/100GE for leaf-to-spine connectivity which will be able to support server virtualization requirements in terms of I/O bandwidth. Standard VxLAN and BGP-EVPN are used to build an overlay network to support virtual machine mobility and network configuration automation. The solution should have the intelligent O&M capability to analyze service traffic in the same DC or between multiple DCs to visualize the network health status. Out of band management is deployed to provide reliable management method.

4.1.7 SDN Controller Technical Requirements

- One set of the SDN controller can meet diversified deployment requirements in multiple fabrics. The fabrics include the centralized network overlay, distributed network overlay, and distributed hybrid overlay.
- Supports VXLAN Layer 2 and Layer 3 interconnection and interconnection between VXLAN and traditional networks, implementing automatic network orchestration in a VXLAN network.
- Support inter-DC deployment of Layer 2 subnets and provide a graphical configuration interface to guide users to configure Layer 2 network interconnection.
- Support inter-DC deployment and interconnection of different subnets in the same routing domain and provide a graphical configuration interface to guide users to configure Layer 3 router interconnection.
- Support data consistency verification with a cloud platform and provide restoration tools or methods for the detected inconsistencies.
- Displays the application, physical, and logical topologies. Displays the mappings of elements from the application topology to the logical topology and from the logical topology to the physical topology.
- Supports collaboration with management components of bare metal servers on the cloud platform and automatically delivers network configurations required for bare metal service deployment.
- Supports detection of Layer 2 or Layer 3 network connectivity between VMs, as well as between VMs and external networks, through IP Ping and MAC Ping, helping administrators quickly rectify the fault.
- Supports 3rd-party device management and automatic configuration and automatic rollback based on service, network-wide configuration or tenant, when the configuration does not meet the expectation. And the device does not restart and restores the original network status in minutes.
- Supports pre-event simulation verification before service configuration to avoid configuration errors. The impacts of network change operations on live network resources and services can be simulated to prevent network faults caused by misoperation.

4.1.8 Intelligent Analyzer Requirements

- Support the monitoring the number of queue buffer bytes through telemetry with a collection period of 100ms, so as to realize high-precision monitoring of cache micro burst.
- Support to check the health status of the entire network. It can display the network connectivity, average transmission delay, packet loss rate and other key indicators
- Support monitoring and active identification of device resource table exceptions, including ACL resources, MAC table items, ARP table items, FIB4 table items.
- Support the collection of device / board / interface / queue performance indicators through telemetry protocol, and show in dashboard.
- Support viewing the health status of the multiple dimensions such as device, network, protocol and overlay dimensions, and supports real-time export or regular push of health evaluation reports
- Support to automatically check the configuration difference before and after the network change, and analyze the detailed change points of the configuration before and after the network change.
- Support minute level discovery and root cause analysis of common faults (such as suspected optical module fault, suspected layer-2 loop, port congestion fault, etc.), and provide minute-level fault rectification suggestions.
- Support the risk prediction of network hidden dangers, including a systematic risk evaluation model with five dimensions: network reliability, performance load, resource capacity, configuration consistency and network stability.
- Supports network retracement and one-click troubleshooting for TCP retransmission and TTL anomalies, and quickly find the root cause of issues.
- Support global search of network objects such as network devices, interfaces, boards, logical network elements, OSPF, ARP table entries, IPv4 / IPv6 routing table entries and configuration files in fabric, and displays the corresponding details.

4.1.9 Core Switch Technical Requirements

- The switching capacity is no less than 89 Tbit/s, packet forwarding rate is no less than 14400 Mpps.
- The switch supports redundant fan modules and AC power modules. The number of fan modules is no less than 3.
- The supervisor is separated from the fabric module hardware. The MPU and SFU hardware are separated.

- Supports 10G/25G/40G/100G line cards. 48-port 10GE Ethernet optical line cards, 24 or more port 40GE Ethernet optical line cards and 18 or more port 100GE Ethernet optical line cards.
- Supports cell switching: Traffic is evenly distributed to multiple switching fabrics to ensure that the switching fabric is not blocked.
- The switch supports inter-chassis link aggregation M-LAG technology which has the independent control planes.
- The switch supports telemetry technology to collect device data in real time
- The switch supports intelligent TCP/UDP traffic analysis and NetStream feature that can implement near-real-time network monitoring.
- The switch supports the standard NETCONF interface for third-party software to invoke. This enables programming of functions and integration with third-party software, providing openness and flexibility.
- The switch supports adaptive adjustment of ECN parameters, PFC storm/deadlock detection, and deadlock prevention.

4.1.10 10G ToR Switch Technical Requirements

- The switch provides a minimum of 8*100G interfaces and 48*10GE SFP+ interfaces, and the capacity is no less than 2.56 Tbit/s.
- The switch supports local forwarding and has independent control panel.
- AC Power supplies work in 1+1 mode, and fan modules work in 2+1.
- The switch supports at least 640K MAC address, 1.5M IPv4 FIB table and 750K IPv6 FIB table.
- The switch supports inter-chassis link aggregation M-LAG technology which has the independent control planes.
- The switch supports RIP, OSPF, IS-IS, BGP, OSPFv3, IS-ISv6, BGP4+, VXLAN and BGP EVPN.
- The switch supports NetStream.
- The switch supports ZTP technology that allows the configuration to be automatically delivered.
- The switch supports telemetry technology to collect device data in real time
- The switch supports intelligent TCP/UDP traffic analysis.

4.1.11 25GE Switch Technical Requirements

- The switch provides a minimum of 8*100G interfaces and 48*25GE interfaces and the capacity is no less than 4 Tbit/s.
- The switch supports local forwarding and has independent control panel.
- AC Power supplies work in 1+1 mode, and fan modules work in 4+1.
- The switch supports at least 640K MAC address, 1.5M IPv4 FIB table and 750K IPv6 FIB table.
- The switch supports inter-chassis link aggregation M-LAG technology which has the independent control planes.
- The switch supports RIP, OSPF, IS-IS, BGP, OSPFv3, IS-ISv6, BGP4+, VXLAN and BGP EVPN.
- The switch supports NetStream
- The switch supports ZTP technology that allows the configuration to be automatically delivered.
- The switch supports telemetry technology to collect device data in real time
- The switch supports intelligent TCP/UDP traffic analysis.

4.1.12 Ethernet Storage network Technical Requirements

- The 25GE switching capacity is no less than 4 Tbit/s. AC Power supplies work in 1+1 mode, and fan modules work in 4+1.
- The switch provides a minimum of 8*100G interfaces and 48*25GE interfaces. And compatible with 48*50GE interfaces and 8*200GE interfaces.
- Supports at least 640K MAC address, 1M FIB table. The switch supports inter-chassis link aggregation M-LAG technology which has the independent control planes.
- Supports RIP, OSPF, IS-IS, BGP, OSPFv3, IS-ISv6, BGP4+, VXLAN and BGP EVPN.
- Supports NetStream.
- Supports telemetry technology to collect device data in real time.
- Supports intelligent TCP/UDP traffic analysis.
- Supports adaptive adjustment of ECN parameters, PFC storm/deadlock detection, and deadlock prevention.

- The ECN overlay function is applied to the VXLAN network. The ECN inner and outer layers are copied to detect underlay congestion.
- The switch supports iNoF(NVME over Fabric) in storage Networking

4.1.13 Management Switch Technical Requirements

- The switching capacity is no less than 170 Gbit/s.
- The packet forwarding rate is no less than 125 Mpps.
- The switch supports local forwarding and has independent control panel.
- AC Power supplies and fan modules work in 1+1 mode.
- The switch supports a minimum of 4*10GE optical interfaces and 48*GE RJ45 interfaces.
- The switch supports RIP, OSPF, IS-IS, and BGP, RIPng, OSPFv3, IS-ISv6, and BGP4+.
- The switch supports N:1 virtualization technologies such as stacking, and one interface can manage multiple devices.

4.1.14 Firewall Technical Requirements

- The Firewall has standard rack-mounted 1U appliance
- 100G optical ports ≥ 2 ; 40G optical ports ≥ 2 ; 25G optical ports ≥ 4 ; 10G optical ports ≥ 10
- Local log storage space ≥ 960 GB
- NGFW Throughput with Firewall, SA, IPS enabled ≥ 25 Gbit/s
- IPsec VPN throughput not less than 30 Gbit/s SSL VPN throughput not less than 5 Gbit/s
- Number of Virtual Firewalls 2048 and the maximum security policies are not less than 150,000.
- Supports the URL identification capability and URL identification database. The cloud URL identification database is greater than or equal to 500 million
- Supports Content filtering and category blocking
- Must be SDN based and should be able to integrate with the current backend system

4.2 Backup Solution

4.2.1 Backup Appliance Requirement

- The system integrates backup software, backup storage management, and backup storage software and hardware. Scale-out is supported to expand nodes. The architecture that separates backup servers and storage is not used, and no management server is required.
- The backup storage system and primary storage system must be from the same brand or vendor.
- A single device or node has multiple controllers. The controllers work in active-active mode and can automatic load balancing of backup service flows. Failure of one controller does not interrupt services.
- The high-speed all-controller interconnection architecture is used. The controller interconnection protocol is RDMA.
- Supports ransomware detection, data encryption, WORM, and immutable or secure snapshots which cannot be deleted during the protection period. Ransomware detection and data encryption feature are configured.
- Supports RAID 6, RAID 5, and Triple-parity RAID (tolerating the failure of any three disks in a RAID group without service interruption.).
- Supports maximum number of nodes in a cluster is 32. Cache size per controller of a node is greater than or equal to 512 GB.
- Supports 16/32 Gb fibre channel ports, 1/10/25/40/100 GbE ethernet ports. 8*10Gb/s and 8*25Gb/s ethernet ports are configured.
- 7.2K NL-SAS disks are configured, the single NL-SAS disk capacity is 14 TB/16 TB. SAS SSD disks are configured, the single SAS SSD disk capacity is 7.68 TB. NVMe SSD disks are configured, the single SAS SSD disk capacity is 30.72TB.
- Supports centralized monitoring and unified management of data backup. User and permission management is supported.
- Supports deduplication and compression. Supports backup VMware, FusionCompute, Hyper-V Virtualization.

4.2.2 Archiving Storage Requirement

- Uses a fully symmetric scale-out architecture without independent metadata nodes. Performance and capacity of scale-out storage increase almost linearly with the addition of storage nodes.
- Supports online capacity reduction and expansion and online upgrade of storage software. The

upgrades do not affect the continuity of front-end services.

- File, and object services can be enabled in the same namespace in the same storage pool at the same time. Supports multi-protocol interworking of file and object services. Object service is configured.
- Each U space can house 24 or more 3.5-inch HDDs. Uses 7.2k rpm SATA HDDs as the main storage disks. The single-disk capacity is 10 TB/16 TB/20 TB.
- Each node is configured with 4 x 1.6 TB NVMe SSD cache disks. Cache disks do not occupy slots on main storage disks. Memory of a single storage node is ≥ 256 GB.
- Large-scale scale-out capability. A single cluster can be expanded to at least 4096 nodes. Supports up to 100,000 independent namespaces (file systems/buckets) in a single cluster and more than 100 billion files/objects in a single namespace (file system/bucket).
- Supports quick data reconstruction. When a disk or a storage node is faulty, the system automatically reconstructs data without manual intervention. The reconstruction of 1 TB data takes no more than 15 minutes.
- File and object services support asynchronous remote replication, failover, and failback, with an RPO of as low as 30s.
- File and object services support tiering. Supports configurations of data write, migration, deletion policies, periodic automatic migration or migration triggered by capacity watermarks.
- Supports two-copy, three-copy, and EC data protection modes, with flexible EC ratios of +2, +3, and +4 as well as high-ratio EC up to 22+2. Tolerates the failure of up to four nodes without data loss.

4.3 Data Center Facility includes:

1. Hardware Infrastructure & Maintenance

- **Installation & Maintenance:** Experience in racking, stacking, cabling, and configuring servers, switches, routers, and Power Distribution Units (PDUs).
- **Troubleshooting:** Diagnostic abilities, such as identifying failing memory modules, replacing faulty components (hard drives, RAM, power supplies), and utilizing hardware diagnostics.
- **Cable Management:** Proficiency in patching and managing fiber and copper cabling, including understanding structured cabling systems.

2. Physical Facility Infrastructure

- **Power & Cooling Systems:** Knowledge of Uninterruptible Power Supply (UPS) systems, generators, and battery banks.
- **Environmental Monitoring:** Monitoring temperature, humidity, and airflow (CFM, Delta-T) to maintain optimal operating conditions.
- **Safety & Security:** Adherence to safety protocols (e.g., Arc Flash safety) and security procedures (physical access control).

3. Operational Processes & Tools

- **Ticketing Systems & SLA Management:** Experience with IT service management tools (e.g., Jira, ServiceNow) to prioritize and resolve tickets based on urgency.

- **Documentation & Reporting:** Creating Standard Operating Procedures (SOPs), Methods of Procedures (MOPs), and maintaining accurate inventory records.
- **Change Management:** Following strict protocols to implement changes in a production environment without causing downtime.

4. Technical Skills

- **Networking Basics:** Understanding IP addressing, subnetting, and VLANs.
- **Virtualization & OS:** Familiarity with virtualization platforms (e.g., VMware) and operating systems (Linux/Windows).
- **Automation:** Basic scripting skill

COE currently has converged infrastructure in the Alberton data centre, which will be relocated to the new built COE data centre. The new data centre should include the components below:

- Power system: transformer, generator, PDU, UPS, power cable
- Racks and aisle containment
- Cooling system: air conditioner
- Management system
- Data centre decoration

The specification of the proposed solution shall be as follows:

- The proposed solution shall provide the core components for a modular data centre, and all components must be sourced from one brand, including modular UPS, precision air conditioner, cabinets, aisle containment and Data Centre Infrastructure Management (DCIM) system.
- The proposed UPS shall be dual redundancy and Air Conditioners shall be at least N+1 redundancy.

4.3.1 Racks and Aisle Containment

- The power density for each rack shall not be less than 6 kW/rack. Proposed solution shall support cold aisle containment. Proposed solution shall support single row or double rows deployment.
- Sliding door is preferred for the front door of aisle containment
- The sliding door adopts a push-and-pull design to ensure that the cold aisle containment is properly sealed and separated. The door frame panel is made of bent aluminium materials that are at least 1.2 mm thick. The middle of the panel is made of reinforced glass, through which you can see the cold aisle.
- Finger print access control shall be applied for the access of containment.

- The skylight shall automatically rotate and open when the smoke concentration within the aisle reaches the set value or receiving a fire alarm signal.
- Cabinet cable troughs are classified into signal cable troughs and power cable troughs, which are used to route signal cables and power cables respectively on top of the cabinets.
- The dimension of each rack shall be 600mm (W) * 1200mm (D) * 2000mm (H). The racks shall be used for Servers, Storage, cabling or networking equipment, etc.

4.3.2 Uninterruptable Power Supply (UPS)

4.3.2.1 Technical Requirement

Dual Redundant Modular UPS systems are required with suitable capacity for the sustainable operation of the proposed system, and batteries shall provide at least 30 minutes backup time at each feed. The Proposed UPS shall support the following:

- High efficiency of up to 96% and the efficiency of commonly used load rate (20%-40%) is not less than 95%.
- High ECO mode efficiency of up to 99%.
- Have 7 inch or bigger size LCD color touch screen, a single screen can manage all components of the power supply and display simulation power distribution diagram.
- Modular design and all the modules shall be hot-swappable, to facilitates capacity expansion and maintenance.
- "1+1" Redundant design for UPS controlling module to improve the reliability.
- Output power factor of up to 1, and no dating for capacitive load and inductive load.
- Have pre-failure alarm system, which can detect the fan speed and the capacitance of bus capacitors in real time and sends alarm when the fan speed or capacitance is too low than expected.
- Redundant fan system, and each fan can support 30% load.
- Real-time monitoring over the temperature of each terminal of circuit breaker and busbar, send alarm when the temperature is abnormal.
- The UPS supports lithium batteries.

4.3.2.2 Electrical Characteristics

- Input wiring: 3Ph (L1, L2, L3) +N+PE.
- Input voltage range (Vac): 140-480VAC.
- Input frequency range (Hz): 40Hz-70Hz.
- Input power factor: >0.99 at rated load.
- Output Rated voltage: 380V AC/400V AC/415V AC±1%.
- Overload capacity: 110% overload for 60min; 125% over load for 10min; 150% overload for 1min.

4.3.2.3 Lithium Battery

- The lithium battery cabinet consists of the lithium battery module, intelligent battery management module, and power distribution. The power distribution unit (PDU) of the lithium battery cabinet provides an output circuit breaker to facilitate battery connection and disconnection and implement reliable battery protection.
- Lithium battery cells should be made of lithium iron phosphate (LFP) to ensure cell stability.
- The lithium battery cabinet is equipped with a monitoring module, which is responsible for battery sampling, voltage equalization, and communication. Multiple lithium batteries can be connected in series. The battery module adopts the natural heat dissipation design. Multiple battery modules can be connected in series to adjust the system voltage. All external ports of the battery modules located in the front of the cabinet to facilitate installation and maintenance.
- The intelligent battery management module supports the hot swap function and provides the BMS management for battery strings.
- The battery cabinet can be equipped with a display or not. If there is only one cabinet, the battery cabinet is equipped with a display screen. If there are multiple cabinets connected in parallel, only the main cabinet is equipped with a display screen. All information about the battery cabinets connected in parallel is displayed on one LCD and alarms are generated. The main cabinet implements northbound communication.
- The following information is displayed on the LCD and the communication information is displayed (Screenshots of the LCD are required). The UPS monitoring page displays the lithium battery system information (analog parameters such as the battery cell voltage extremum), battery rack system

information (analog parameters such as the battery cell voltage extremum), and BMU alarms in each rack of the lithium battery system.

- Lithium battery with fire extinguishing
- Certification requirements: The lithium battery cabinet complies with CE/CB/RoHS/REACH.
- The battery cell needs to provide a third-party report on Nail Penetration Test conducted by a well-known organization such as TUV.
- The battery cell has passed reliability tests such as overdischarge, overcharge, external short circuit, extrusion, heavy object impact, mechanical impact, heating, and drop tests. In addition, well-known third-party reports such as TUV reports must be provided.

4.3.3 Cooling System

- Bidders shall provide in-row precision air conditioner.
- The cooling capacity for each unit shall be no less than 35KW.
- Have 7 inch or bigger size touch screen for each cooling unit.
- PAC unit shall have the one-key touch function for display and collection of faulty message into a USB disk. PAC unit shall have the fault alarm function and operating logs record function. The recorded history of alarms messages shall be less than 500. Operating logs shall not be less than 200.
- In-row air condition all have 6 KV lightning protection device.
- Specific cooling design for racks consuming above 6kW.
- Precision Air Conditioner unit shall be equipped with high efficiency DC inverter scroll compressor and EC fans.
- Refrigerant of air conditioner shall be R410A.
- In-row air conditioner shall have CE, ROHS and REACH certifications, vendor shall provide all the certifications above.
- Support Fluorine pump function to reduce the OPEX.

4.3.4 DCIM System

- DCIM system is required for the monitoring and management of all data centre facility components.
- The monitoring system shall continuously monitor the power supply and distribution equipment, UPS, Lithium battery, air conditioning, temperature and humidity, water leakage, smoke, video surveillance, and access control devices.
- When a parameter is abnormal or a component fails, the monitoring system generates alarms in colours, e-mail, SMS, or sound. Historical data and alarm events are recorded. All monitoring information is reported to the management platform over the standard northbound SNMP interface.
- The monitor system should support 3D view function.
- Device information can be viewed using an app on a PAD, a mobile phone or through the website in real time to support mobile operation and maintenance.

4.4 Ransomware Protection Security Solution

Data centers face data security threats, including elastic application expansion, blurred security boundaries, and threat escalation. Ransomware has become a major cyber threat worldwide. To address the preceding threats, A network + storage security solution is required to prevent intrusion at the network border, prevent proliferation inside the network during the event, and prevent encryption in the production environment after the event.

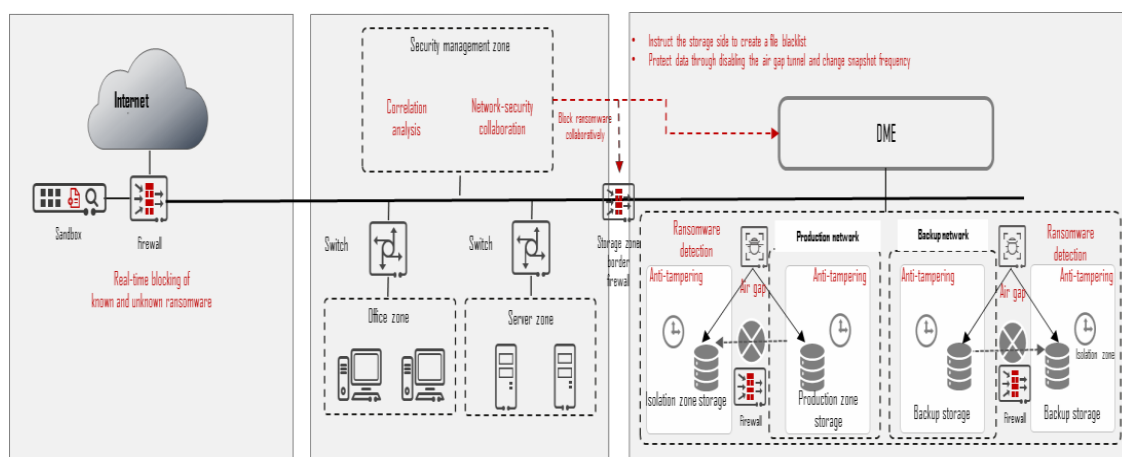


Figure 4.4-1

4.4.1 Firewall

The appliance-based security platform should be a stateful NGFW, Next-Generation IPS, malware protection, URL protection, providing firewall, application visibility, and IPS functionality in a single appliance.

- Dual AC or dual DC power supplies
- Layer 3 throughput $\geq 25\text{Gbps}$;
- concurrent connections per second $\geq 10,000,000$; new connections per second $\geq 250,000$;
- IPSec VPN throughput (AES-256, 1420 byte) $\geq 15\text{ Gbps}$
- Application controlling, IPS and AV throughput (Enterprise Mix) $\geq 4\text{ Gbps}$;
- Supports IPSec VPN intelligent uplink selection to select the best link based on link quality detection.
- Support GRE VPN, SSL VPN, Providing 100 SSL VPN User License & Client software;
- Supports application-layer protocol-based traffic control policies, including setting the maximum bandwidth, guaranteed bandwidth, and protocol traffic priority.
- Supports attack detection and prevention based on over XXX local signatures.
- Supports the customization of intrusion prevention policy templates based on scenarios.
- Supports brute-force cracking prevention for common application services (HTTP, FTP, SSH, SMTP, and IMAP) and database software (MySQL, Oracle, and MSSQL).
- Supports malicious domain name-based filtering to block C&C.
- Supports antivirus for protocols such as HTTP, FTP, SMTP, POP3, IMAP, SMB, and NFS.
- Provides a URL category database with over 120 million URLs and accelerates access to specific categories of websites, improving access experience of high-priority websites.
- Defends against more than 10+ types of common DDoS attacks, including SYN flood and UDP flood attacks.
- Allows users to configure security policies based on time, application-layer protocol, IP address, port, vlanID and content security.
- Provides northbound interfaces such as RESTCONF and NETCONF APIs to connect to third-party management platforms.
- Supports BFD link detection and association of BFD and VRRP/OSPF to implement rapid

active/standby switchover.

- Supports transparent, routing, and hybrid working modes and high availability (HA), including the Active/Active and Active/Standby modes.
- Supports virtualization of multiple types of security services, including firewall, intrusion prevention, antivirus, and VPN. Users can separately conduct personal management on the same physical device.

4.4.2 Sandbox

- Supports traffic restoration of HTTP, FTP, SMTP, POP3, IMAP4, NFS, and SMB protocols. Analyzes and restores files and key fields carried in protocol transmission by parsing mainstream application protocols.
- Supports detect the following file categories: office files. (doc, xls, ppt, rtf, vsd, etc.) Web pages, such as detection (Javascript, Flash, and JavaApplet) and executable files (exe, dll, sys, scr, ocx, etc.) . Email files (such as eml and msg) and script files are supported. (bat, cmd, ruby, python, asp) , image files (JPEG, PNP, and JPG) and various compressed and shelled files. At least 50 file types can be detected and analyzed.
- Supports detection of malicious adware, backdoor programs, viruses, vulnerability exploitation, grayware, worms, spyware, Trojan horses/botnets, ransomware, hacker tools, rookit, and phishing.
- Provide high-risk, medium-risk, and low-risk threat levels based on the damage degree of malicious files.
- Support display file threat behavior by category.
- Support Record the key behavior sequence number of the file.
- Should Interwork with firewalls. And firewalls can block threats in a timely manner. The firewall extracts files from traffic and sends them to the sandbox for detection. The firewall interworks with the sandbox to block malicious traffic carrying malicious files.
- Supports SSL-encrypted traffic detection. The firewall decrypts the SSL-encrypted traffic, extracts files, and sends the files to the sandbox for detection.
- Support interconnection with third-party devices is supported. The third party develops the client based on the interface standard, sends the file to the sandbox for detection, and queries the detection result.
- Detection logs can be sent to the log server in syslog mode.

4.4.3 Security Management System

- Delivers security policies to a security device, compares between the current configuration of the security device and the latest configuration delivered, and adjusts security policies based on the comparison result.
- Automatically identifies the hot standby configuration of security devices and manages two security devices working in hot standby mode as one logical security device to improve policy configuration efficiency.
- Performs configuration consistency check and version consistency check on the active and standby security devices working in hot standby mode and supports manual configuration adjustment if the configurations are inconsistent.
- Manages shared objects that can be invoked by policies, including the security zone, address group, domain name group, service, time range, application, application group, URL category, NAT address pool, URL filtering, APT defense, network partition, application host, antivirus, and intrusion prevention, simplifying policy configurations
- Supports E2E session log collection and storage of 250,000 EPS per second on a single node.
- Supports the analysis of IPv4 session logs, IPv6 session logs, and NAT-port range logs. NAT logs can be used for identity-association source tracing to implement security audits and forensics.
- Supports IPSec policy group- and IPSec device template-based management, facilitating scenario-specific batch IPSec configurations and simplifying IPSec deployment. Supports unified IPSec monitoring.

4.4.4 Security Analysis System

- Supports interworking with network security devices (such as firewalls and IPS devices) and network controllers to block detected threats, and supports collaborative response modes such as manual and automatic collaboration for threat events.
- Supports parsing of VXLAN, GRE, VLAN, and CAPWAP packets.
- Updates the IPS signature database and IPS engine every week and within 24 hours for major security events.

- Supports the display of network-wide situation from different perspectives, including six independent large- screen display functions: comprehensive security situation, internal network security situation, external network security situation, vulnerability situation, asset security situation, and threat event situation. Supports the large-screen carousel function, and allows users to manually configure the carousel interval event and customize the large-screen logo.
- Graphically displays ongoing threat events on the entire network, including those from external attack sources and between internal regions. The dashboard provides the threat list, network-wide threat severities, top 10 high-risk assets, threat source country ranking, regional threat details, etc.
- Supports IPv6 traffic collection, SRv6 packet parsing, IPv6 log (syslog and dataflow formats) parsing, IPv6 address blocking, IPv6 file restoration, and response orchestration for IPv6 fields.
- The big data platform has the large-scale cluster delivery capability and supports at least 300 nodes.
- Conducts quick searches of events and traffic metadata using keywords, condition expressions, and time ranges to rapidly locate the threat and context data of interest to administrators. In addition, users can view details about data trend statistics and search results and customize the fields to be displayed.
- Filters data based on filtering rules, including the 4-tuple (source IP address, destination IP address, protocol, and destination port) filtering rule and application
- Supports remote reputation query, including IP reputation, URL reputation, file reputation, domain reputation, URL large site information, and URL category information.

4.4.5 Ransomware Protection Appliance

- The device must support integration, with a single vendor providing software and hardware installation and after-sales maintenance. Customization is not accepted.
- A rack-mounted device (≤ 2 U) is configured with at least two CPUs (each having at least 32 cores), at least 128 GB memory, at least 10 TB available capacity, and SSDs for system acceleration.
- Ransomware detection reports are supported for different storage product series of a single vendor and external ransomware detection and analysis capabilities are provided for storage devices.
- Intelligent ransomware detection needs to be supported. (After a ransomware attack, this function scans whether files in snapshot copies are encrypted and sends alarms if they have been encrypted.)
- Ransomware attacks on backup devices in the production zone can be identified and alarms are

promptly generated, improving user SLAs. When a backup isolation zone is created, the detection and analysis capabilities are also supported in the isolation zone.

- Intelligent detection of static ransomware features on storage devices and multi-copy change vectors, and online self-learning of ransomware detection models are supported.

4.5 Public Hosting Cloud

As part of its data center refresh and digital transformation strategy, the city is migrating selected workloads and services to registered public cloud platforms in order to improve service delivery, scalability, resilience, and cost efficiency.

4.5.1 Cloud Infrastructure: Flexibility, Scalability, Billing Modes

- Demonstrate expertise in hybrid and multi-cloud environments
- Seamless integration between on-premises infrastructure, private cloud, and public cloud
- Support for standardized, secure APIs (e.g., REST, gRPC) and connectivity methods (VPN, Direct Connect/ExpressRoute equivalent, VPC peering)
- Proven ability to scale resources elastically (compute, storage, networking) both vertically and horizontally
- Flexible billing/consumption models: Pay-as-you-go, Monthly, Yearly
- Granular cost allocation and tagging capabilities
- Bring Your Own License (BYOL) support where applicable

4.5.2 Public Cloud Capabilities

4.5.2.1 Compute Solutions

- Virtual machines with multiple instance types (general-purpose, compute-optimized, memory-optimized)
- Bare metal server options
- Auto-scaling groups and predictive scaling
- Support for Windows and major Linux distributions
- Custom machine images

4.5.2.2 Storage Solutions

- Block storage (with SSD and HDD options, IOPS provisioning)
- File storage
- Object storage with S3-compatible API, versioning, lifecycle policies
- Storage classes
- High-performance parallel file systems

4.5.2.3 Networking Solutions

- Virtual Private Cloud (VPC) with subnetting and routing control
- Load balancers (Layer 4 and Layer 7)
- DNS services, Content Delivery Network (CDN)
- Private connectivity options (Direct Connect/ExpressRoute equivalent)
- DDoS protection included as standard

4.5.2.4 Disaster Recovery, Backup & Business Continuity

- Automated backup services with customizable retention
- Cross-region replication and failover
- Pilot light, warm standby, and multi-site active/active DR architectures supported
- Defined RPO/RTO capabilities (sub-minute to hours depending on tier)
- Disaster Recovery as a Service (DRaaS) offerings
- Point-in-time restore and application-consistent snapshots

4.5.2.5 Security, Governance & Compliance

- Intrusion Detection/Prevention System (IDS/IPS)
- Multi-Factor Authentication (MFA) enforcement
- Data encryption at rest and in transit (customer-managed keys)

- Role-Based Access Control (RBAC) and Attribute-Based Access Control (ABAC)
- Native SIEM or deep integration with leading SIEM platforms

4.5.2.6 Unified Interface with Observability, Monitoring & Cost Management Tools

- Single-pane-of-glass management console
- Native monitoring, logging, and tracing
- Integrated cost management, budgeting, and alerting tools
- Dashboards, anomaly detection, and predictive insights

4.5.2 Professional Services

- Comprehensive training and certification programs
- Cloud migration consulting and advisory services
- Proven migration tools, factories, and methodologies
- Pre-migration environment assessment and TCO/ROI analysis
- Clearly defined support plans (Basic, Developer, Business, Enterprise) with SLAs and 24/7 options

4.6 Professional Services

4.6.1 Hardware installation

Hardware installation includes servers, storage, network equipment, cool system, and racks, and so on. The bidder needs to install the hardware.

4.6.2 Integration Design and Implementation Service

4.6.2.1 Infrastructure platform Planning, Design, and Implementation Service

Provide design and implementation service for cloud platform. The planning & design service refers to detailed design of infrastructure hardware, resource pool, cloud service, O&M systems, and other subsystems based on the overall planning. The planning service should provide a low level design for implementation solution based on best practice after tender awarded. The implementation service refers to the installation, configuration, and interconnection commissioning of each subsystem according to the implementation guide and confirmed low level design. During the implementation, the bidder should use a graphic tool to improve efficiency.

4.6.2.2 DR and Backup Planning, Design, and Implementation Service

For platform lever, the disaster recovery (DR) and backup protection. The DR and backup service should provide design and implementation for backup, DR protection solution for the infrastructure resources like VM and virtual disk. The bidder need to survey, solution design, and resource requirement plan.

4.6.3 Storage Planning Design and Implementation Service

The planning & design service refers to detailed design of storage hardware and management platform provide the solution design and implementation services. The bidder should provide the planning, design, system deployment and commissioning, and acceptance test.

4.6.4 SDN Planning and Design Service and Implementation Service

The SDN Planning and Design Service and Implementation Service provides evolution evaluation, basic network planning and design, advanced SDN service design, integrated deployment, integrated verification, and migration and handover services to ensure smooth migration of customer networks and Infrastructure Planning, Design, and Implementation Service.

4.6.5 IP Network Design Service

The IP Network Design Service verifies network functions and network evolution feasibility, figures out a proper network evolution plan

The Service includes the following:

- Requirement analysis
- Current network assessment/analysis
- Target network design

4.6.6 IP Network Solution Implementation Service

The IP network solution implementation service consists of four basic service components:

- Device Installation
- Implementation scheme
- Testing and verification
- Migration/implementation

4.6.7 Key Event Assurance Service

The key event assurance service is used to ensure normal network running during major holidays or major conferences:

- Equipment Health Check、 Network adjustment before event
- On-site and Remote Expert On Duty during event
- Service Summary & Report after event

4.6.8 IP Network Special Optimization Service

The IP network special optimization service will evaluate the device usage on the live network, provide optimization suggestions, and assist in optimization:

4.6.9 Data Center Facility Service

For the data center facility, the data center solution implementation service includes installs, configure, and tests each subsystem of the data center solution based on the determined data center solution design, preliminary design, and construction drawing design. The data center solution implementation service includes project management, environment check, hardware installation, device commissioning, and system acceptance.

The bidder shall be responsible for health check of data center facility equipment each year twice. Through this service, bidder will check and analyze the data configurations and operation status of Data Center Facility equipment in the contract and develop a report of the check results. The contents of health check mainly include checking and analyzing the data configurations, device status, running logs, software version, product life cycle and so on.

4.6.10 Migration Service

4.6.10.1 Hosting Migration

The migration service should provide solution design and implementation to migrate application system to cloud platform by means of re-hosting. The source host can be a physical machine or a virtual machine. The main service activities include:

- Source host information survey, host migration strategy analysis and host migration scope clarification.
- Migration network and cloud resource requirement planning and clarification.
- Host migration dry run and migration implementation.
- Supporting client or 3rd party application and middleware team recovery application service on

cloud platform.

4.6.11 Support Service

4.6.12 OEM Technical Support Service for New Equipment

The equipment in this tender must provide 3 years, 24x7x4H OEM Onsite Service. The bidder must be available 24 hours a day, 7 days a week. Replacement parts must arrive within 4 hours after a spare part is deemed necessary. The replacement equipment may be new or equivalent with the same functionality. If the product is no longer in production and is out of stock, the bidder has to provide another type of equipment with performance equivalent or better than the original. The Bidder is responsible for returning the faulty parts to OEM at its cost.

Customers can access the Technical Assistance Center (TAC) 24 hours a day, 7 days a week, to assist with product use, configuration, troubleshooting issues, and other requests. It will respond to customers within 30 minutes for Priority 1 calls, 60 minutes for Priority 2 calls, 2 hours for Priority 3 calls.

4.6.13 OEM Engineer Onsite O&M Assistance Service

The bidder must provide OEM engineer onsite O&M assistance service for one year.

O&M assistance service is to help COE who have deployed environment to applications, by providing routine support for operation. OEM engineer provide 8 hours support per workday, including the system health check, monitoring the system performance, advanced hardware replacement, key event troubleshooting support, system architecture and capacity assessment, log analysis, issue ticket tracking. Improve the comprehensive O&M capability of the COE IT team for related subsystems in the data center.

4.6.14 Extended Maintenance Support for Existing Equipment

Many equipment that are out of warranty and maintenance are still usable. Pricing is required to purchase extended maintenance on these items. It is assumed that the 1st year cost may be high for items that are past maintenance for an extended period. This can be indicated in the Year 1 cost, rather than over a 3-year period, as it is not clear how long some items will be retained. The maintenance level is 24x7x4H.

Equipment are listed by equipment name. Vendor certification to provide the listed services for each hardware set is required before a service bidder can be considered for rendering the support and maintenance services.

4.6.15 Data Center Digital Implementation Platform Requirements

The digital implementation platform is E2E online integration, streamlining E2E work orders, paperless documents, and automated operations and supports visualized, manageable, customization and orchestration capabilities and one-click of hardware installation and implementation.

4.6.16 Data Center NOC Service Requirement

4.6.16.1 Basic service requirement

To ensure the overall ICT system availability, the bidder must show it can provide the basic operation capabilities as following:

- a) 24/7 NOC Services: Provide year-round, three-level technical support across all domains, including SLA management and performance reporting.
- b) Qualifications & Personnel: Hold ISO 27001/9001 certifications. Key personnel must possess valid OEM certifications (e.g., HCIA/HCIE). The team must include at least 10 OEM engineers.
- c) Effective Collaboration: Utilize "Portable NOC" for seamless field dispatch and tracking. Demonstrate a global escalation path from local teams to vendor R&D.
- d) Modern Call Center:
 - (i) Architecture: Support cloud-based, active-active deployment for seamless disaster recovery; IVR/ACD/CTI must be from the same vendor.
 - (ii) Functionality: Feature AI chatbots, voice agents, and 3-year recording retention.
 - (iii) Integration: Enable automatic ticket generation into the NOC system and provide real-time monitoring with dynamic resource adjustment.

4.6.16.2 Odd service requirement

The bidder must provide risk prevention and major event assurance services:

- a) Risk Prevention: Conduct comprehensive risk assessment and remediation twice annually, covering software/hardware lifecycles, operational status, configuration compliance, capacity, and architecture, followed by formal reporting.
- b) Key Event Assurance: Demonstrate 10+ years of experience in high-profile event assurance (e.g., Olympics).

Process: Includes pre-event risk screening, spare parts verification, and emergency drills; mid-event OEM-level on-site and remote expert support; and post-event summary reports.
- c) Resources & Qualifications: Ensure VIP satisfaction; engineers must hold HCIE or equivalent certifications; and all tools used must be from the original vendor.

4.6.17 Data Center Unified Operation Platform Requirement

The bidder must provide an automated O&M platform and visualization tools with the following capabilities:

- a) Platform Capabilities: Features unified monitoring (alarm correlation, compression, masking), GIS-based maps, and an ITIL/eTOM-compliant ticketing system (covering Incident, Problem, and Change Management). Supports automatic dispatch, performance correlation analysis, and custom reports.
- b) Compatibility & Security: Provides Open APIs for SD-WAN integration. The platform must be agile/self-developed and vendor-certified to ensure data security. ITIL and OEM certification proofs

are required.

- c) Collaboration Tools: Includes a workforce management system with a mobile app for Field Maintenance Engineers (FME) to track tasks and progress.
- d) Visual Dashboards: Provides executive-level visibility, including a global network GIS outage dashboard, field efficiency tracking (e.g., utilization, travel time), and a dedicated mobile app for leadership governance.
- e) Proof of Delivery: Must provide screenshots, whitepapers, and at least one successful implementation record or a live demonstration environment.
- f) To better meet the best service quality of operation, the bidder needs to demonstrate that it has the following tool capabilities:
 - (i) Unified monitoring with alarm collection from different NMSs.
 - (ii) Allows users to configure flexible alarm rules to support alarm management
 - (iii) Supports automatic ticket generation and other features to support SLA achievement.
 - (vi) Ticketing system to complete process management including change management process, incident management process and problem management process, the entire process can be customized and SLAs can be traced through the system.
 - (vii) Provides open API and custom features that allow easy integration with surrounding systems.
 - (viii) Provides the Workforce management system.
 - (ix) Supports user-defined reports.

Existing Equipment list below:

No.	Equipment Name	Description
1	FusionCompute	FusionCompute Virtualization Suite Advanced Edition License,per CPU-12Month(s)
2	CloudEngine 16800 Core Switch	CE16808 AC Bundle1 (AC/HVDC Assembly Chassis, 2* MPUD,4*SFU08F,4*3000W AC & HVDC, full Fans),1*36-port 40GE interface card,1* 48-port 10GE interface card-12Month(s)
3	OceanStor Dorado 6000 V6	OceanStor Dorado 6000 V6(Dual Ctrl, 1TB Cache,25*2.5"), 50*7.68TB SSD,1* SAS Disk Enclosure,1* Basic Software Licenses,1* Application Software Upgrade Support Service,755* Capacity License (per TiB Effective Capacity)-12Month(s)
4	CloudEngine 6800 TOR Switch	CE6865-48S8CQ-EI Switch(48-Port 25GE SFP28,8*100GE QSFP28,2*AC Power Module,2*FAN Box,Port-side Intake)-12Month(s)
5	USG6600E	USG6655E AC Host(16*GE RJ45 + 12*10GE SFP+ +2*40GE QSFP+,32G Memory,2 AC POWER)-12Month(s)

No.	Equipment Name	Description
6	Data Protection Appliance	DPA3210(2U 12 Disks, AC 2*900W, 2*4109T(8Core@2.0GHz) , 2*32GB Mem , 2*480GB SSD,2*GE+2*10GE, 2288H V5/H22H-05). 13*DPA3210,156*10TB HDD. Data Storage Management Software,1024TB Standard Protection Functions License, Back- end Capacity-12Month(s)
7	OceanStor Dorado 5000 V6	OceanStor Dorado 5000 V6(Dual Ctrl,512GB Cache,25*2.5"), 60*7.68TB SSD, 1* Smart SAS Disk Enclosure,1* Basic Software Licenses,1* Application Software Upgrade Support Service, 892* Capacity License (per TiB Effective Capacity)-12Month(s)
8	FusionCube	FusionCube (8*2.5inch HDD Chassis, With 2*GE and 2*10GE SFP+(Without Optical Transceiver)),2288H V5,H22H-05,24*64 Memory, 2*3.84TB SSD-12Month(s)
9	CE6881-48S6CQ	CE6881-48S6CQ-B switch (48*10G SFP+, 6*100G QSFP28, 2*AC power modules, 4*fan modules, port-side intake)-12Month(s)
10	CE5882-48T4S	CE5882-48T4S Switch (48*GE RJ45, 4*10GE SFP+,2*AC power modules, 2*fan modules, port-side intake)-12Month(s)
11	CE6863E-48S6CQ	CE6863E-48S6CQ switch (48*25GE SFP28, 6*100GE QSFP28, 2*AC power modules, 4*fan modules, port-side intake) -12Month(s)
12	OceanStor Dorado 6000 V6	OceanStor Dorado 6000 V6(Dual Ctrl, 1TB Cache,25*2.5"), 53*7.68TB SSD,1* SAS Disk Enclosure,1* Basic Software Licenses,1* Application Software Upgrade Support Service,1003* Capacity License (per TiB Effective Capacity)-12Month(s)
13	OceanStor Pacific 9550	OceanStor Pacific 9550,STSZ10FO7L,OceanStor Pacific 9550 Chassis(5U,120*3.5",2*64C 2.6GHz,4*480GB SSD,8*25GE,512GB Mem,DPE80000)-12Month(s)
14	CE6881H-48S6CQ	CloudEngine 6800,CE6881H-48S6CQ,CE6881H-48S6CQ switch (48*10G SFP+, 6*100G QSFP28, 2*AC power modules, 4*fan modules, port-side intake)-12Month(s)
15	CE5855-48T4XS-B	CE5855-48T4XS-B,CE5855-48T4XS-B,CE5855-48T4XS switch (48*GE RJ45, 4*10GE SFP, 2*AC Power Modules, Built-in Fans, Port-side Intake)-12Month(s)
16	NCE-Campus,Hardward	NCE-Campus,Hardward,NCE-E,H22X-05-NCEE-AI02-128G,2288X V5 128G Configuration(2*16Core/2.3GHz CPU,4*32G Memory,4*1200GB SAS HDD,Raid(2G cache)+SuperCap,4*2 GE+2*2 10GE SFP+,2*900W AC,Rail)-12Month(s)
17	iMaster NCE-Campus Software Subscription	iMaster NCE-Campus Software Subscription-12Month(s)

Training and Certification Service

Provide administrator training and skill transfer service for the whole hybrid cloud solution and hardware, the service should include following activities :

- Knowledge and skill transfer requirements survey and analysis
- Knowledge and skill transfer solution design
- Knowledge and skill transfer solution implementation and acceptance
- Qualifications and Certifications

SERVICE LEVEL AGREEMENT

- A service level agreement will be entered with the successful service provider/s

PUBLIC INDEMNITY INSURANCE.

- Successful Bidders will be required to purchase Public Liability Insurance Cover and indemnify the Council against any third-party loss, damage, or injury claims emanating from the use of the property. The Council reserves the right to request proof of the validity of the insurance policy at any point during the contract period.
- The successful bidder shall, for the duration of this Agreement, be required to maintain in force such sufficient insurance cover for its performance under this Agreement. The level of insurance will be kept under review by the Successful Provider on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be entirely at the discretion of the Successful bidder.
- Insurance Cover will include relevant applicable insurance policies for risk associated with the scope of work, such as Comprehensive Public Liability (with the following extensions: Product Liability, Professional Indemnity, Cyber), such insurance will be determined by the City of Ekurhuleni (CoE). The Successful Bidder will present Certificates of Insurance to CoE (Risk Management Department) before the commencement of works, but not later than Fourteen (14) days after having been informed of the acceptance of this bid.

The Service Provider must insure Employees against injury at work and further ensure that the Employees are fully covered as is required by the Compensation for Occupational Injuries and Diseases Act 130 of 1993 (the COIDA). Documentary proof of such cover must be made available to CoE upon request.

NAME OF BIDDING ENTITY

FORM “J”

CITY OF EKURHULENI

CONTRACT NUMBER: A- ICT 02- 2026

THE APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY, DELIVERY, INSTALLATION, MAINTENANCE AND MANAGEMENT OF THE DATA CENTRE ENVIRONMENT ON AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

VARIATIONS AND OMISSIONS:

The item/s / service/s offered in terms of this contract may be considered as complying with the requirements of the Municipality’s specification, in all respects, **except as stated hereunder;**

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

AUTHORISED PERSON’S SIGNATURE

DATE

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM “K”

CITY OF EKURHULENI

CONTRACT NUMBER: A-ICT 02-2026

**THE APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY, DELIVERY, INSTALLATION, MAINTENANCE AND MANAGEMENT OF THE DATA CENTRE ENVIRONMENT
ON AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029.**

SCHEDULE OF PRICES

PRICING INSTRUCTION

- Bidders must price all line items in the Bill of Quantities (BOQ).
- Failure to provide prices for all line items will result in disqualification.

1. Private Cloud Solution

No.	Description	Unit of Measure	Est. Qty	Unit Price (Excl. VAT)	Total Price (Excl. VAT)
1.1	Private Cloud Virtualization Suite License, per CPU	Per Unit	1		
1.2	Private Cloud 3 Years Subscription and Support, per CPU	Per Unit	1		
Total Price					

2. DR Management Software

No.	Description	Unit of Measure	Est. Qty	Unit Price (Excl. VAT)	Total Price (Excl. VAT)
2.1	eReplication Software License, per 10 VMs	Per Unit	50		
2.2	eReplication Software License 3 Years SnS-per 10VMs	Per Unit	50		
2.3	eReplication Software License-per host	Per Unit	50		
2.4	eReplication Software License -3 Years SnS-per host	Per Unit	50		
Total Price					

3. Computing

3.1 Type-1 Compute server

No.	Description-Type1	Unit of Measure	Est. Qty	Unit Price (Excl.VAT)	Total Price (Excl. VAT)
3.1.1	2* CPU (2.2 GHz, 28 Cores or above)	Per Unit	1		
3.1.2	64GB memory or above	Per Unit	1		
3.1.3	2 x 960 GB SSDs	Per Unit	1		
3.1.4	RAID Card supporting RAID 0,1,5,6,10,50,60	Per Unit	1		
3.1.5	2*10GE	Per Unit	2		
3.1.6	2*25GE	Per Unit	1		
3.1.7	Maintenance Service 36Month(s)	Per Unit	1		
				Total Price	

3.2 Type-2 Compute server

No.	Description-Type2	Unit of Measure	Est. Qty	Unit Price (Excl.VAT)	Total Price (Excl. VAT)
3.2.1	2* CPU (2.8 GHz, 32 Cores or above)	Per Unit	1		
3.2.2	64GB memory or above	Per Unit	1		
3.2.3	2 x 1.92TB SSDs	Per Unit	1		
3.2.4	2 x 4TB HDDs	Per Unit	1		
3.2.5	RAID Card supporting RAID 0,1,5,6,10,50,60	Per Unit	1		
3.2.6	2*10GE	Per Unit	2		
3.2.7	2*25GE	Per Unit	1		
3.2.8	Maintenance Service 36Month(s)	Per Unit	1		
	Total Price				

3.3 Type-3 Compute server

No.	Description-Type3	Unit of Measure	Est. Qty	Unit Price (Excl.VAT)	Total Price (Excl. VAT)
3.3.1	2* CPU (2.2 GHz, 28 Cores or above)	Per Unit	1		
3.3.2	128GB memory or above	Per Unit	1		
3.3.3	2 x 3.84TB SSDs	Per Unit	1		
3.3.4	RAID Card supporting RAID 0,1,5,6,10,50,60	Per Unit	1		
3.3.5	2*10GE	Per Unit	2		
3.3.6	2*25GE	Per Unit	1		
3.3.7	Maintenance Service 36Month(s)	Per Unit	1		
				Total Price	

4. Storage
4.1 All Flash Storage

NO.	Description	Unit of Measure	Est. Qty	Unit Price (Excl. VAT)	Total Price (Excl. VAT)
4.1.1	Controller Enclosure (2U,Dual Controller, NVMe, 1TB Cache or above)	Per Unit	1		
4.1.2	4 ports DPU-Based SmartIO I/O module(SFP28,32Gb FC)	Per Unit	2		
4.1.3	4 ports DPU-Based SmartIO I/O module(SFP+,10Gb ETH)	Per Unit	2		
4.1.4	4 ports DPU-Based SmartIO I/O module(SFP28,25Gb ETH)	Per Unit	2		
4.1.5	25Gb RoCE SmartContainer Connect I/O Module (PCS)	Per Unit	2		
4.1.6	7.68TB SSD NVMe Palm Disk Unit(7")	Per Unit	8		
4.1.7	30.72TB SSD NVMe Palm Disk Unit(7")	Per Unit	8		
4.1.8	Smart NVMe Disk Enclosure(Expansion Module,36 Disk Slots,Without Disk Units)	Per Unit	1		
4.1.9	SAN License Bundle (Including Thin,Snap,Replication,Clone,QoS, Erase,Virtualization,Metro,CDP,Multi-Tenant)	Per Unit	1		

4.1.10	NAS License Bundle (Including CIFS,NFS,NDMP,Thin,Snap,Replication,Clone,QoS,Erase,Metro,CDP,Lock,Audit,DNS,Move)	Per Unit	1		
NO.	Description	Unit of Measure	Est. Qty	Unit Price (Excl. VAT)	Total Price (Excl. VAT)
4.1.11	HyperEncryption License	Per Unit	1		
4.1.12	HyperDetect (anti-Ransomware) License	Per Unit	1		
4.1.13	Controller Enclosure Maintenance Service 36Month(s)	Per Unit	1		
4.1.14	Disk Enclosure Maintenance Service 36Month(s)	Per Unit	1		
4.1.15	7.68TB SSD Disk Unit(7") Maintenance Service 36Month(s)	Per Unit	8		
4.1.16	30.72TB SSD Disk Unit(7") Maintenance Service 36Month(s)	Per Unit	8		
4.1.17	SAN Software Maintenance Service 36Month(s)	Per Unit	1		
4.1.18	NAS Software Maintenance Service 36Month(s)	Per Unit	1		
4.1.19	HyperEncryption Software Maintenance Service 36Month(s)	Per Unit	1		
4.1.20	HyperDetect (anti-Ransomware) Software Maintenance Service 36Month(s)	Per Unit	1		
Total Price					

5. Intelligent Data Center Management Platform

No.	Description	Unit of Measure	Est. Qty	Unit Price (Excl. VAT)	Total Price (Excl. VAT)
5.1	Data Storage Management-License-per TiB	Per Unit	1000		
5.2	Data Storage Management-License -3 Years Subscription and Support-per TiB	Per Unit	1000		
5.3	Data Center Management Suite License,per CPU	Per Unit	100		
5.4	Data Center Management Suite License,3 Years Subscription and Support,per CPU	Per Unit	100		
Total Price					

6. Network

6.1 SDN Controller

Description	Unit of Measure	Est. Qty	Unit Price (Excl. VAT)	Total Price (Excl. VAT)
6.1.1 SDN Controller platform, license and SNS	Per Unit	1		
Total Price				

6.2 Core Switch

No.	Description	Unit of Measure	Est. Qty	Unit Price (Excl. VAT)	Total Price (Excl. VAT)
6.2.1	Switch chassis, including redundant supervisors, at least five switch fabric units, three fan trays, at least four power modules, and software	Per Unit	1		
6.2.2	3 year software subscription and support license	Per Year	1		
6.2.3	48-port 10GE interface card	Per Unit	1		
6.2.4	36-port 40GE interface card (Provide 36-port 40GE interfaces)	Per Unit	1		
6.2.5	36-port 100GE interface card (Provide 36-port 100GE interfaces)	Per Unit	1		
6.2.6	Optical Transceiver, SFP+, 10G, Multi-mode	Per Unit	48		
6.2.7	Optical Transceiver, SFP+, 10G, Single-mode	Per Unit	5		
6.2.8	40G Optical Transceiver, Multi-mode (850nm, 0.3km)	Per Unit	5		
6.2.9	100GBase-SR4 Optical Transceiver, Multi-mode (850nm, 0.1km)	Per Unit	5		

No.	Description	Unit of Measure	Est. Qty	Unit Price (Excl. VAT)	Total Price (Excl. VAT)
6.2.10	100GBase-LR4 Optical Transceiver, Multi-mode (1310nm,10km)	Per Unit	5		
6.2.11	40G,High Speed Direct-attach cables, 5m	Per Unit	1		
6.2.12	Maintenance Service for 36 month	Per Month	1		
Total Price					

6.3 10GE ToR Switch

No.	Description	Unit of Measure	Est. Qty	Unit Price (Excl. VAT)	Total Price (Excl. VAT)
6.3.1	Switch device with fan trays, software, and two power modules	Per Unit	1		
6.3.2	3 year software subscription and support license	Per Unit	1		
6.3.3	SFP+, 10G, High Speed Direct-attach Cables, 3m	Per Unit	1		
6.3.4	Optical Transceiver, SFP+, 10G, Multi-mode Module(850nm, 0.3km)	Per Unit	24		
6.3.5	Maintenance Service for 36 month	Per Month	1		
Total Price					

6.4 25GE Switch

No.	Description	Unit of Measure	Est. Qty	Unit Price (Excl. VAT)	Total Price (Excl. VAT)
6.4.1	Switch device with fan trays, software, and two power modules	Per Unit	1		
6.4.2	3 year software subscription and support license	Per Unit	1		
6.4.3	25G Optical Transceiver, Multi-mode (850nm,0.1km)	Per Unit	18		
6.4.4	10G Optical Transceiver, Multi-mode (850nm, 0.3km)	Per Unit	4		
6.4.5	Maintenance Service for 36 months	Per Month	1		
Total Price					

6.5 Ethernet Storage Switch

No.	Description	Unit of Measure	Est. Qty	Unit Price (Excl. VAT)	Total Price (Excl. VAT)
6.5.1	Switch device with fan trays, software, and two power modules	Per Unit	1		
6.5.2	3 year software subscription and support license	Per Unit	1		
6.5.3	10G Optical Transceiver, Multi-mode (850nm, 0.3km)	Per Unit	5		
6.5.4	25G Optical Transceiver, Multi-mode (850nm,0.1km)	Per Unit	20		
6.5.5	100G Optical Transceiver, Multi-mode(850nm,0.1km)	Per Unit	2		
6.5.6	Maintenance Service for 36 months	Per Month	1		
Total Price					

6.6 Management Switch

No.	Description	Unit of Measure	Est. Qty	Unit Price (Excl. VAT)	Total Price (Excl. VAT)
6.6.1	Switch device with fan trays, software, software SNS and two power modules	Per Unit	1		
6.6.2	Optical Transceiver,SFP+,10G,Single-mode Module(1310nm,10km)	Per Unit	1		
6.6.3	Maintenance Service for 36 months	Per Month	1		
Total Price					

6.7 Firewall

No.	Description	Unit of Measure	Est. Qty	Unit Price (Excl. VAT)	Total Price (Excl. VAT)
6.7.1	Firewall device with software, installation materials and two power modules	Per Unit	1		
6.7.2	SSD hard disk	Per Unit	1		
6.7.3	License of IPS/URL/Anti-Virus for 3Years	Per Licence	1		
6.7.4	Maintenance Service for 36 month	Per Month	1		
Total Price					

7. Backup Solution

7.1 Backup Appliance

NO.	Description	Unit of Measure	Est. Qty	Unit Price (Excl. VAT)	Total Price (Excl. VAT)
7.1.1	Controller Enclosure(2U,Dual Controller,1TB cache or above)	Per Unit	1		
7.1.2	4 ports SmartIO I/O module(SFP+,10Gb ETH)	Per Unit	2		
7.1.3	4 ports SmartIO I/O module(SFP28,25Gb ETH)	Per Unit	2		
7.1.4	30.72TB Capacity-Optimized SSD NVMe Palm Disk Unit(7")	Per Unit	8		
7.1.5	Smart NVMe Disk Enclosure(2U,Expansion Module,36 Disk Slots,Without Disk Units)	Per Unit	1		
7.1.6	7.68TB SSD SAS Disk Unit(2.5")	Per Unit	4		
7.1.7	16TB 7.2K RPM NL-SAS Disk Unit(3.5")	Per Unit	8		
7.1.8	SAS Disk Enclosure(3.5",Expansion Module,24 Disk Slots,Without Disk Units)	Per Unit	1		
7.1.9	Backup Storage Essential Capacity License (including 40 TB capacity license)	Per Unit	1		

NO.	Description	Unit of Measure	Est. Qty	Unit Price (Excl. VAT)	Total Price (Excl. VAT)
7.1.10	Backup Storage Capacity License(Per TiB)	Per Unit	206		
7.1.11	Data Backup Software Capacity License(Per TiB)	Per Unit	118		
7.1.12	HyperEncryption License	Per Unit	1		
7.1.13	HyperDetect (anti-Ransomware) License	Per Unit	1		
7.1.14	Controller Enclosure Maintenance Service 36Month(s)	Per Unit	1		
7.1.15	NVMe Disk Enclosure Maintenance Service 36Month(s)	Per Unit	1		
7.1.16	SAS Disk Enclosure Maintenance Service 36Month(s)	Per Unit	1		
7.1.17	7.68TB SSD Disk Unit Maintenance Service 36Month(s)	Per Unit	4		
7.1.18	30.72TB SSD Disk Unit Maintenance Service 36Month(s)	Per Unit	8		
7.1.19	Backup Storage Essential Capacity License (including 40 TB capacity license) Maintenance Service 36Month(s)	Per Unit	1		
7.1.20	Backup Storage Capacity License(Per TiB) Maintenance Service 36Month(s)	Per Unit	206		

NO.	Description	Unit of Measure	Est. Qty	Unit Price (Excl. VAT)	Total Price (Excl. VAT)
7.1.21	Data Backup Software Capacity License(Per TiB) Maintenance Service 36Month(s)	Per Unit	118		
7.1.22	HyperEncryption Software Maintenance Service 36Month(s)	Per Unit	1		
7.1.23	HyperDetect (anti-Ransomware) Software Maintenance Service 36Month(s)	Per Unit	1		
Total Price					

7.2 Archiving Storage

NO.	Description	Unit of Measure	Est. Qty	Unit Price (Excl. VAT)	Total Price (Excl. VAT)
7.2.1	Controller Enclosure (Dual Ctrl, 512GB Mem)	Per Unit	2		
7.2.2	Server Platinum 2000W Version 2.0 AC power supply	Per Unit	8		
7.2.3	25GE Ethernet Adapter, Dual-Port,SFP28 (without optical module).	Per Unit	4		
7.2.4	1.6TB SSD NVMe half-Palm Disk Unit(6")	Per Unit	16		
7.2.5	4U Static Rail Kit(Direct delivery material)	Per Unit	2		
7.2.6	10TB 7.2K RPM SATA Disk Unit(3.5")	Per Unit	160		
7.2.7	25G Optical transceiver	Per Unit	16		
7.2.8	Object Storage Software License,Available Capacity,per TiB	Per Unit	1276		
7.2.9	Object Storage Software License, Available Capacity,3 Year Subscription and Support, per TiB	Per Unit	1276		

NO.	Description	Unit of Measure	Est. Qty	Unit Price (Excl. VAT)	Total Price (Excl. VAT)
7.2.10	Controller Enclosure (Dual Ctrl, 512GB Mem) Maintenance Service 36Month(s)	Per Unit	2		
7.2.11	1.6TB SSD Disk Unit Maintenance Service 36Month(s)	Per Unit	16		
Total Price					

8. Data Center Facility

NO.	Description	Unit of Measure	Est Qty	Unit Price (Excl. VAT)	Total Price (Excl. VAT)
8.1	Data Centre facilities (necessary cabinets, power distribution cabinet, cooling unit and accessories for a contained Modular Data Centre) for 8 cabinets, with power density of not less than 6KW/cabinet. (per Set)	Per Unit	1		
8.2	42U Cabinet with 2pcs rPDU (per Unit)	Per Unit	1		
8.3	100 KVA Modular UPS (per Unit)	Per Unit	1		
8.4	Lithium Battery Rack and battery Module.	Per Unit	1		
8.5	DCIM Hardware and Software basic package (per Unit)	Per Unit	1		
8.6	DCIM License (per Unit)	Per Unit	1		
8.7	UPS Power Module Spare part (per Unit)	Per Unit	1		
8.8	65KW DX In Row Cooler Unit, Indoor and Outdoor for Spare part (per Unit)	Per Unit	1		

NO.	Description	Unit of Measure	Est Qty	Unit Price (Excl. VAT)	Total Price (Excl. VAT)
8.9	Generator 200KVA (per Unit)	Per Unit	2		
8.10	UPS input PDF, output PDF (per Set)	Per Unit	1		
8.11	Air conditioner for power room 45KW (per Unit)	Per Unit	1		
8.12	Data Centre decoration, Including raised floor, cabling system, fire-fighting system (per Unit)	Per Unit	1		
Total Price					

9. Ransomware Protection Security Solution**9.1 Firewall**

No.	Description	Unit of Measure	Est. Qty	Unit Price (Excl. VAT)	Total Price (Excl. VAT)
9.1.1	Firewall device with chassis, interface card, software, installation materials and two power modules	Per Unit	1		
9.1.2	Service Processing Unit	Per Unit	1		
9.1.3	Threat Protection Service Processing Unit	Per Unit	1		
9.1.4	Technical support service (Maintenance Service), Hi-Care/Co- Care Standard 9x5xNBD Service-36Month(s)	Per Unit	1		
Total Price					

9.2 Sandbox

NO.	Description	Unit of Measure	Est. Qty	Unit Price (Excl. VAT)	Total Price (Excl. VAT)
9.2.1	Sandbox device with software, power modules and installation materials	Per Unit	1		
9.2.2	Technical support service (Maintenance Service), Hi-Care/Co- Care Standard 9x5xNBD Service-36Month(s)	Per Unit	1		
Total Price					

9.3 Security Management System

NO.	Description	Unit of Measure	Est. Qty	Unit Price (Excl. VAT)	Total Price (Excl. VAT)
9.3.1	Security Management System hardware	Per Unit	1		
9.3.2	Security Management System basic software	Per Unit	1		
9.3.3	Technical support service (Maintenance Service), Hi-Care/Co- Care Standard 9x5xNBD Service-36Month(s)	Per Unit	1		
Total Price					

9.4 Security Analysis System

NO.	Description	Unit of Measure	Est. Qty	Unit Price (Excl.VAT)	Total Price (Excl. VAT)
9.4.1	Analysis System hardware	Per Unit	1		
9.4.2	Analysis System basic software	Per Unit	1		
9.4.3	Technical support service (Maintenance Service), Hi-Care/Co-Care Standard 9x5xNBD Service-36Month(s)	Per Unit	1		
Total Price					

9.5 Ransomware Protection Appliance

NO.	Description	Unit of Measure	Est. Qty	Unit Price (Excl. VAT)	Total Price (Excl. VAT)
9.5.1	Protection Appliance (2*32Core 2.6GHz,128GB Cache,4*1Gb ETH,4*10Gb/25Gb ETH)	Per Unit	1		
9.5.2	Protection Appliance Maintenance Service 36Month(s)	Per Unit	1		
9.5.3	Basic Software Capacity License, (per TB)	Per Unit	1000		
9.5.4	Basic Software Capacity License 3 Year Software Subscription and Support, (per TB)	Per Unit	1000		
Total Price					

10. Public Hosting Cloud

10.1 Public Cloud Infrastructure and Services

NO.	Description	Unit of Measure	Est. Qty	Est. Monthly	Unit Price (Excl. VAT)	Total Price (Excl. VAT)
10.1.1	Compute: 2vCPU 4GB RAM	Per Unit	1	1		
10.1.2	Object Storage: Standard Storage- 1TB	Per Unit	1	1		
10.1.3	Block Storage:HDD-10GiB	Per Unit	1	1		
10.1.4	Block Storage: SSD-10GiB	Per Unit	1	1		
10.1.5	Networking: Port Speed-1GE	Per Unit	1	1		
10.1.6	Back Up-DR: Cloud Servers-10GiB	Per Unit	1	1		
10.1.7	Security: Host-Agent	Per Unit	1	1		
10.1.8	Security: WAF	Per Unit	1	1		
10.1.9	Management Platform	Per Unit	1	1		
10.1.10	Infrastructure migration support (Per VM)	Per Unit	1	1		
10.1.11	Training (Per Class)	Per Unit	1	1 Day		
Total Price						

11. Professional Services

11.1 Implementation Service

NO.	Description	Unit of Measure	Est. Qty	Unit Price (Excl. VAT)	Total Price (Excl. VAT)
11.1.1	Hardware installation (including facility POD , servers, storage and network hardware) (per Unit)	Per Unit	1		
11.1.2	SDN platform Software Installation and Commission (per server per managed device)	Per Unit	1		
11.1.3	SDN solution planning, design and implementation (per device)	Per Unit	1		
11.1.4	Ransomware Protection Security Solution planning and design, integrated deployment, integrated verification, and migration and handover services(per GB)	Per Unit	1		
11.1.5	Core switch network planning and design, integrated deployment, integrated verification, and migration and handover services(per device)	Per Unit	1		
11.1.6	TOR switch network planning and design, integrated deployment, integrated verification, and migration and handover services(per device)	Per Unit	1		

NO.	Description	Unit of Measure	Est. Qty	Unit Price (Excl. VAT)	Total Price (Excl. VAT)
11.1.7	FW planning and design, integrated deployment, integrated verification, and migration and handover services	Per Unit	1		
11.1.8	Cloud solution planning design and implementation (per server)	Per Unit	1		
11.1.9	Storage DR and backup design and implementation (per TB)	Per Unit	1		
11.1.10	Virtualization DR and backup design and implementation (per CPU)	Per Unit	1		
11.1.11	DataCenter Virtualization Solution Planning Design and Implementation Service(per CPU)	Per Unit	1		
11.1.12	Data Storage Operation Support Service(per person day)	Per Unit	1		
11.1.13	Storage Planning, design and implementation (per TB)	Per Unit	1		
11.1.14	FusionCube Planning Design and Implementation Service(per CPU)	Per Unit	1		
11.1.15	Intelligent Storage Management Platform Planning, design installation, services(per CPU)	Per Unit	1		
11.1.16	Migration services for VM or physical host to the new virtualization platform (per VM/Host)	Per Unit	1		

NO.	Description	Unit of Measure	Est. Qty	Unit Price (Excl. VAT)	Total Price (Excl. VAT)
11.1.17	Data Center Facility Implementation and commission	Per Unit	1		
11.1.18	Data Center Facility Health Check	Per Unit	1		
11.1.19	OceanProtect Backup Appliance planning and design, integrated deployment, integrated verification, and migration and handover services (per GB)	Per Unit	1		
11.1.20	OceanProtect Backup planning and design, integrated deployment, integrated verification, and migration and handover services (per GB)	Per Unit	1		
11.1.21	Key Event Assurance Service(per person hour), Per Unit	Per Unit	1		
11.1.22	OEM resident engineer support service,1 engineer, per person day, Per Unit	Per Unit	1		
11.1.23	Data Center Digital Implementation Platform(Per users, 100 users and a one-year minimum order are required)	Per Unit	1		

NO.	Description	Unit of Measure	Est. Qty	Unit Price (Excl. VAT)	Total Price (Excl. VAT)
11.1.24	Data Center Operations Center Service(Per managed device, Per year)	Per Unit	1		
11.1.25	Data Center Unified Operation Platform(Per managed device, Per agent month)	Per Unit	1		
Total Price					

11.2. Existing Equipment Maintenance

NO.	Description	Unit of Measure	Est. Qty	Unit Price (Excl.VAT)	Total Price (Excl. VAT)
11.2.1	FusionCompute Virtualization Suite Advanced Edition License,per CPU-Hi-Care Onsite Standard Service 12Month(s)	Per Unit	232		
11.2.2	CE16808 AC Bundle1 (AC/HVDC Assembly Chassis, 2* MPUD,4*SFU08F,4*3000W AC & HVDC, full Fans),1*36-port 40GE interface card,1* 48-port 10GE interface card-Hi-Care Onsite Standard Service 12Month(s)	Per Unit	6		
11.2.3	CE6865-48S8CQ-EI Switch(48-Port 25GE SFP28,8*100GE QSFP28,2*AC Power Module,2*FAN Box,Port-side Intake)-Hi-Care Onsite Standard Service 12Month(s)	Per Unit	6		
11.2.4	USG6655E AC Host(16*GE RJ45 + 12*10GE SFP+ +2*40GE QSFP+,32G Memory,2 AC POWER)-Hi-Care Onsite Standard Service 12Month(s)	Per Unit	6		
11.2.5	DPA3210(2U 12 Disks, AC 2*900W, 2*4109T(8Core@2.0GHz) , 2*32GB Mem , 2*480GB SSD,2*GE+2*10GE, 2288H V5/H22H-05). 13*DPA3210,156*10TB HDD. Data Storage Management	Per Unit	1		

	Software,1024TB Standard Protection Functions License, Back- end Capacity-Hi-Care Onsite Standard Service 12Month(s)				
NO.	Description	Unit of Measure	Est. Qty	Unit Price (Excl.VAT)	Total Price (Excl. VAT)
11.2.6	OceanStor Dorado 5000 V6-Hi-Care Onsite Standard Service 12Month(s)	Per Unit	32		
11.2.7	Dorado 5000 V6 6.4TB-7.68TB SSD-Hi-Care Onsite Standard Service 12Month(s)	Per Unit	58		
11.2.8	Dorado 5000 V6 6.4TB-7.68TB SSD-Hi-Care Onsite Standard Service 12Month(s)	Per Unit	60		
11.2.9	Dorado 5000 V6 Controller Enclosure-Hi-Care Onsite Standard Service 12Month(s)	Per Unit	2		
11.2.10	Dorado V6 Disk Enclosure-Hi-Care Onsite Standard Service 12Month(s)	Per Unit	2		
11.2.11	FusionCube (8*2.5inch HDD Chassis, With 2*GE and 2*10GE SFP+(Without Optical Transceiver)),2288H V5,H22H-05,24*64 Memory, 2*3.84TB SSD-Hi-Care Onsite Standard Service 12Month(s)	Per Unit	70		
11.2.12	CE6881-48S6CQ-B switch (48*10G SFP+, 6*100G QSFP28, 2*AC power modules, 4*fan modules, port-side intake)-Hi-Care Onsite	Per Unit	6		

NO.	Description	Unit of Measure	Est. Qty	Unit Price (Excl.VAT)	Total Price (Excl. VAT)
11.2.13	CE5882-48T4S Switch (48*GE RJ45, 4*10GE SFP+,2*AC power modules, 2*fan modules, port-side intake)-Hi-Care Onsite Standard Service 12Month(s)	Per Unit	6		
11.2.14	CE6863E-48S6CQ switch (48*25GE SFP28, 6*100GE QSFP28, 2*AC power modules, 4*fan modules, port-side intake) -Hi-Care Onsite Standard Service 12Month(s)	Per Unit	6		
11.2.15	OceanStor Dorado 6000 V6(Dual Ctrl, 1TB Cache,25*2.5"), 53*7.68TB SSD,1* SAS Disk Enclosure,1* Basic Software Licenses,1* Application Software Upgrade Support Service,1003* Capacity License (per TiB Effective Capacity)-Hi-Care Onsite Standard Service 12Month(s)	Per Unit	32		
11.2.16	Dorado 6000 V6 6.4TB-7.68TB SSD-Hi-Care Onsite Standard Service 12Month(s)	Per Unit	205		
11.2.17	Dorado 6000 V6 Controller Enclosure-Hi-Care Onsite Standard Service 12Month(s)	Per Unit	4		

NO.	Description	Unit of Measure	Est. Qty	Unit Price (Excl.VAT)	Total Price (Excl. VAT)
11.2.18	Dorado 6000 V6 Disk Enclosure-Hi-Care Onsite Standard Service 12Month(s)	Per Unit	1		
11.2.19	Dorado 6000 V6 Disk Enclosure-36-Hi-Care Onsite Standard Service 12Month(s)	Per Unit	3		
11.2.20	OceanStor Pacific 9550 Distributed Storage 1.6T-1.92T SSD-Hi-Care Onsite Standard Service 12Month(s)	Per Unit	24		
11.2.21	OceanStor Pacific 9550-5U-Hi-Care Onsite Standard Service 12Month(s)	Per Unit	3		
11.2.22	OceanProtect X8000 7.68TB SSD-Hi-Care Onsite Standard Service 12Month(s)	Per Unit	4		
11.2.23	OceanProtect X8000 Disk Enclosure-Hi-Care Onsite Standard Service 12Month(s)	Per Unit	1		
11.2.24	OceanProtect X8000 Engine(Dual Ctrl)-Hi-Care Onsite Standard Service 12Month(s)	Per Unit	1		
11.2.25	OceanStor Pacific 9550,STSZ10FO7L,OceanStor Pacific 9550 Chassis(5U,120*3.5",2*64C 2.6GHz,4*480GB SSD,8*25GE,512GB Mem,DPE80000)-Hi-Care Onsite Standard Service 12Month(s)	Per Unit	3		

11.2.26	CloudEngine 6800,CE6881H-48S6CQ,CE6881H-48S6CQ switch (48*10G SFP+, 6*100G QSFP28, 2*AC power modules, 4*fan modules, port-side intake)-Hi-Care Onsite Standard Service 12Month(s)	Per Unit	2		
NO.	Description	Unit of Measure	Est. Qty	Unit Price (Excl.VAT)	Total Price (Excl. VAT)
11.2.27	CE5855-48T4XS-B,CE5855-48T4XS-B,CE5855-48T4XS switch (48*GE RJ45, 4*10GE SFP, 2*AC Power Modules, Built-in Fans, Port-side Intake)-Hi-Care Onsite Standard Service 12Month(s)	Per Unit	3		
11.2.28	NCE-Campus,Hardward,NCE-E,H22X-05-NCEE-AI02-128G,2288X V5 128G Configuration(2*16Core/2.3GHz CPU,4*32G Memory,4*1200GB SAS HDD,Raid(2G cache)+SuperCap,4*2 GE+2*2 10GE SFP+,2*900W AC,Rail)-Hi-Care Onsite Standard Service 12Month(s)	Per Unit	3		
11.2.29	iMaster NCE-Campus Software Subscription-Hi-Care Onsite Standard Service 12Month(s)	Per Unit	1		
Total Price					

11.3. Training

NO.	Description	Unit of Measure	Est. QTY	Unit Price (Excl. VAT)	Total Price (Excl. VAT)
11.3.1	Virtualization Administrator Training (per person)	Per Person	1		
11.3.2	Storage Administrator Training (per person)	Per Person	1		
11.3.3	Intelligent Storage Management Platform Administrator Training (per person)	Per Person	1		
11.3.4	Firewall Essential Operation and Maintenance Training	Per Person	1		
11.3.5	Ransomware Protection Security Solution Training (per person)	Per Person	1		
11.3.6	Data Center Switches Essential Operation and Maintenance Training (per person)	Per Person	1		
11.3.7	Data Center Certification Training--Associate (per person)	Per Person	1		
11.3.8	Data Center Career Certification Training-Professional	Per Person	1		
11.3.9	HCIA Voucher	Per Unit	1		

NO.	Description	Unit of Measure	Est. Qty	Unit Price (Excl.VAT)	Total Price (Excl. VAT)
11.3.10	HCIP Voucher	Per Unit	1		
11.3.11	HCIE (Written and Lab) Voucher	Per Unit	1		
11.3.12	Round trip Flight for instructor	Per Person	1		
11.3.13	Accommodation for instructor	Per Person	1		
Total Price					

12. SUMMARY OF PRICING SCHEDULES

The bidder should provide the price summary based on the table below:

Item	Description	Total Price (Excl. VAT)
1.	Private Cloud Solution	
2.	DR Management Software	
COMPUTING		
3.1	Type-1 Compute server	
3.2	Type-2 Compute server	
3.3	Type-3 Compute server	
4.	Storage	
5.	Intelligent Data Center Management Platform	
NETWORK		
6.1	SDN Controller	
6.2	Core Switch	
6.3	10GE ToR Switch	
6.4	25GE Switch	
6.5	Ethernet Storage Switch	
6.6	Management Switch	
6.7	Firewall	
BACKUP SOLUTION		
7.1	Backup Appliance	
7.2	Archiving Storage	
8.	Data Centre Facility	
RANSOMWARE PROTECTION SECURITY SOLUTION		
9.1	Firewall	
9.2	Sandbox	
9.3	Security Management System	

Item	Description	Total Price (Excl. VAT)
9.4	Security Analysis System	
9.5	Ransomware Protection Appliance	
10.	Public Hosting Cloud	
PROFESSIONAL SERVICES		
11.1	Implementation Service	
11.2	Existing Equipment Maintenance	
11.3	Training	
	SUB-TOTAL	
	15% VAT	
	GRAND TOTAL	

PLEASE NOTE:

- THAT ESTIMATED QUANTITIES ARE FOR EVALUATION PURPOSES ONLY.
- THAT THIS BID WILL BE EVALUATED AND AWARDED TO ONE (01) SERVICE PROVIDER.
- THE MAXIMUM DELIVERY PERIOD FOR EACH ITEM IN THE PRICING SCHEDULE SHOULD BE BETWEEN FOUR (4) TO SIX (6) WEEKS.

CONSUMER PRICE INDEX

- **PERIOD ONE (01):** BID PRICE(S) MUST BE FIXED FOR THE FIRST 12 MONTHS AFTER THE BASE MONTH WITH BASE MONTH BEING ONE MONTH PRIOR TO CLOSING OF BID
- **PERIOD TWO (02):** BID PRICE(S) IS/ARE SUBJECT TO ESCALATION EQUAL TO CPI FOR THE FOLLOWING 12 MONTHS WITH THE BASE MONTH FOR THIS PERIOD BEING THE 12th MONTH OF PERIOD ONE (01).
- **PERIOD THREE (03):** BID PRICE(S) IS/ARE SUBJECT TO ESCALATION EQUAL TO CPI FOR THE REMAINING PERIOD WITH THE BASE MONTH FOR THIS PERIOD BEING THE 12th MONTH OF PERIOD TWO (02).

PREFERENTIAL PROCUREMENT REGULATIONS (PPR) 2022 DEFINITION OF PRICE APPLICATION

Bidders who are not Vat registered will be required to comply in line with Value Added Tax Act.

The price used for evaluation of tenders is the price inclusive of all applicable taxes as per regulation 4(1) and 5(1). All applicable taxes certainly will include Value Added Tax (VAT), where applicable, and any other taxes as may be imposed through legislation. Whatever the nature of the tax, it should be included in the price submitted.

It is emphasized that mandatory registration for VAT is a legislative requirement once enterprises exceed R1 million in sales within a 12-month period. Other enterprises may elect voluntary registration for VAT even if they do not meet the mandatory threshold for registration.

Signature of person authorised to sign bid documents

Name in block letters

Designation

Date

FORM “L”

CITY OF EKURHULENI GENERAL CONDITIONS OF CONTRACT

1. Definitions

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 as contained in the bidding documents, including all attachments and appendices thereto and all documents incorporated by reference therein that comes into existence between the Municipality and the successful bidder on acceptance of the bid by way of a letter of acceptance.
- 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 activities” means any corrupt activities as contemplated in the Prevention and Combating of Corrupt Activities Act 2004 (Act no. 12 of 2004)
- 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 “Dumping” occurs when a private enterprise abroad markets 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.
- 1.10 “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 are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.11 “GCC” means the General Conditions of Contract.
- 1.12 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.13 “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.

- 1.14 "Local content" means that portion of the bidding price, which is not included in the imported content, provided that local manufacture does take place.
- 1.15 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.16 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.17 "Purchaser" means the organization purchasing the goods.
- 1.18 "Republic" means the Republic of South Africa.
- 1.19 "SCC" means the Special Conditions of Contract.
- 1.20 "SCM" means Supply Chain Management.
- 1.21 "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.
- 1.22 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.23 "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 non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media, the municipality/municipal entity website and the eTender Publication Portal.

4. **Standards**

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

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

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample,

or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. **Patent Rights and Copyright**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims for infringement of patents, copyright, trademarks, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 The ownership of any intellectual property, i.e. patents, copyright, trademarks and industrial design, developed by the supplier within the scope of this contract shall vest in the purchaser.

7. **Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser performance security in 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.
- 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 and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. **Delivery and documents**
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**
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**
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 or services, shall be agreed upon in advance by the parties before it is provided and shall not exceed the prevailing rates charged to other parties by the supplier for similar goods or 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.

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 cost 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 All payments to bidders will only be made by means of Electronic Fund Transfer (EFT). Successful bidders will be requested to submit within 14 days after appointment, the following documents:
 - An original letter from the banking institution to confirm full details of the bank account to the Council (Company name, account number)
 - An original cancelled cheque (if applicable)
 - An original letter on the bidding entity's letterhead confirming bank account details into which all contract payments must be made, signed by an authorised official of bidding entity
- 16.2 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.3 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and proof of fulfilment of other obligations stipulated in the contract.
- 16.4 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of the documentation referred to in 16.3 above.
- 16.5 Payment will be made in Rand unless otherwise stipulated.

17. **Prices**

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.

18. **Variation orders**

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**

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**

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

21. **Delays in the supplier's performance**

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

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

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, where 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 without the application of penalties is agreed upon, pursuant to GCC Clause 21.2.

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 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 its other rights, be entitled to claim damages from the supplier.

22. **Penalties**

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 judgement of the purchaser, has committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

23.2 In the event that the purchaser lawfully 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 lawfully terminates the contract in whole or in part, the purchaser may decide to have a restriction penalty imposed on the supplier by causing such supplier to be prohibited from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends to have a restriction imposed on the 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 to cause the supplier to be restricted?

23.5 Any restriction imposed on any person will 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.

23.6 If the purchaser intends to have a restriction imposed on the supplier, the purchaser must, within five (5) working days of such decision, furnish the National Treasury, with the following information:

- (i) Written submissions as to whether the supplier should be restricted from conducting business with any organ of state; and

(ii) Written representations from the supplier as to why that tenderer should not be restricted from conducting business with any organ of state.

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

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 Purchaser 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 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

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

The settlement of disputes will be in terms of paragraph 50 of the COE SCM Policy, which provides as follows:

"50. (1) The accounting officer must appoint an independent and impartial person, not directly involved in the supply chain management processes –

- (a) to assist in the resolution of disputes between the municipality and other persons regarding -
 - (i) any decisions or actions taken in the implementation of the supply chain management system; or
 - (ii) any matter arising from a contract awarded in the course of the supply chain management system; or
- (b) to deal with objections, complaints or queries regarding any such decisions or actions or any matters arising from such contract.
- (2) The accounting officer, or another official designated by the accounting officer, is responsible for assisting the appointed person to perform his or her functions effectively.
- (3) The person appointed must –
 - (a) strive to resolve promptly all disputes, objections, complaints or queries received; and
 - (b) submit monthly reports to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved.
- (4) A dispute, objection, complaint or query may be referred to the relevant provincial treasury if –
 - (a) the dispute, objection, complaint or query is not resolved within 60 days; or
 - (b) no response is forthcoming within 60 days.
- (5) If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.
- (6) This paragraph must not be read as affecting a person's rights to approach a court at any time.

28. Governing language

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.

29. Applicable law

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

29.1 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

29.2 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.

30. Taxes and duties

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

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

- 30.3 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.
- 30.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

31. **Transfer of contracts**

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

32. **Amendment of contracts**

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.

33. **Prohibition of restrictive practices**

- 33.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/ are or a contractor(s) was / were involved in collusive bidding.
- 33.2 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.
- 33.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Tribunal 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.

FORM "M"

CITY OF EKURHULENI

SPECIAL CONDITIONS AND UNDERTAKINGS:

- 1 1.1 DEFINITIONS:
 - 1.1.1 "Accounting Officer" in relation to the Municipality, means the Municipal Manager
 - 1.1.2 *"Bid"* means an offer to supply goods and/or services to the COE at a specified price or rate;
 - 1.1.3 *"Bidder"* means any person offering to supply goods and/or services to the COE;
 - 1.1.4 *"CCC"* shall mean Customer Care Centre
 - 1.1.5 *"CM"* shall mean City Manager of COE appointed in terms of Section 82 of the Local Government: Municipal Structures Act 117 of 1998
 - 1.1.6 *"Contractor(s)"* means the bidder whose bid has been accepted by the COE;
 - 1.1.7 *"ED"* means the *Executive Director* of the Department in the COE responsible for this bid or her/his duly authorised representative;
 - 1.1.8 *"COE" or "Municipality"* shall mean the CITY OF EKURHULENI;
 - 1.1.9 *"Final delivery certificate"* means the document issued by the COE confirming that all the known defects have been rectified and that the works, goods or services appear in good order and have been accepted;
 - 1.1.10 *"Letter of acceptance"* means the written communication by the COE to the Contractor recording the acceptance by the COE of the Contractor's bid subject to the further terms and conditions to be included in the contract;
 - 1.1.11 *"Signature date"* and in relation to any contract, means the date of the letter of acceptance;
 - 1.1.12 *"Termination date"* - in relation to any contract means the date therein indicated as the termination date, or the final delivery certificate, the completion certificate or the occupancy certificate whichever is the latest;
 - 1.1.13 *"Value added"* means that portion of the bid price not constituting the cost of materials;
 - 1.1.14 *"Warranties"* - means collectively any and all warranties (if any) given by the Bidder in terms of this agreement.
- 1.2 Interpretation:
 - 1.2.1 In this agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention: -
 - 1.2.2 An expression which denotes-
 - 1.2.2.1 any gender includes the other gender;
 - 1.2.2.2 a natural person includes an artificial or juristic person and vice versa;
 - 1.2.2.3 the singular includes the plural and vice versa;
 - 1.2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or

- national policy as at the signature date, and as amended or re-enacted from time to time;
- 1.2.4 When any number of days is prescribed, such shall be reckoned as calendar days, exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
- 1.2.5 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

2 GENERAL UNDERTAKINGS BY THE BIDDER

- 2.1 I/we hereby bid:
- 2.1.1 to supply all or any of the supplies and/or to render all or any of the services described in the attached documents [Forms, Schedule(s), and/or Annexure(s)] to the COE;
- 2.1.2 on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and incorporated into, this bid);
- 2.1.3 at the prices and and/or rates on the terms regarding time for delivery and/or execution inserted therein.
- 2.2 I/we agree further that:
- 2.2.1 the offer herein shall remain binding upon me/us and open for acceptance by the COE during the validity period indicated and calculated from the closing time of the bid.
- 2.2.2 this bid and its acceptance shall be subject to the terms and conditions contained in the Forms, Schedule(s) and/or Annexure(s) attached hereto with which I am/we are fully acquainted.
- 2.2.3 notwithstanding anything to the contrary in the Forms, Schedule(s) and/or Annexure(s) attached hereto:
- 2.2.3.1 if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the COE may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the COE;
- 2.2.3.2 in such event, I/we will then pay to the COE any additional expense incurred by the COE for having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid;
- 2.2.3.3 the COE shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract;
- 2.2.3.4 pending the ascertainment of the amount of such additional expenditure the COE may retain such monies, guarantee or deposit as security for any loss the COE may sustain, as determined hereunder, by reason of my/our default.

- 2.2.4 if my/our bid is accepted, that acceptance may be communicated to me/us by letter or facsimile or electronic mail and that proof of delivery of such acceptance to SA Post Office Ltd or the production of a document confirming that a fax or e-mail has been sent, shall be treated as delivery to me/us.
- 2.2.5 I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- 2.2.6 I/we accept full responsibility for the proper execution and fulfilment of all obligations and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.
- 2.2.7 Notwithstanding the amount or cause of action involved I hereby consent to the jurisdiction of the Magistrate Court.

GENERAL BID CONDITIONS & DIRECTIVES

- 3 It is a condition of all requests or invitations to bid that Bidders accept, as a condition of bidding, that the obligation rests, without exception, on the Bidder/s to fully acquaint themselves with all requirements and conditions of a request, including, but not limited to, compliance with all policies and legislation to which the COE adheres.
- 4 Without limiting the generality of the provisions of Clause 3 above, Bidders are required to acquaint themselves and to comply in their bid with the following policy documents of the COE:
 - 4.1 SUPPLY CHAIN MANAGEMENT POLICY;
 - 4.2 PREFERENTIAL PROCUREMENT POLICY (read with the Preferential Procurement Policy Framework Act, Act No.5 of 2000, and the regulations made in accordance therewith from time to time)

Bidders are expressly required to acquaint themselves with the requirements and standards of these and all other applicable policy documents prior to completing and submitting any bids as these policies are deemed to be incorporated into the Conditions of all the COE's Requests for Bids.

- 5 **Failure on the part of the Bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, shall invalidate this bid. Each and every part of the bid document shall be deemed to be material.**
- 6 **Bid prices must be submitted on the official bid Form "K" – "Schedule of Prices" form, which must be filled in and completed in all respects.**
- 7 Bids must be submitted in sealed envelopes.
- 8 Separate envelopes must be used for each bid invitation.
- 9 The address, bid number and closing date must appear on the front of the envelope.
- 10 The name and address of the Bidder must appear on the back of the envelope.
- 11 **Each bid document is allocated with a certain bid box number in which the bid documents must deposited and NO bid document found to be deposited in the wrong bid box as specified, subsequent to the closing date and time of the bid, will be considered.**

- 12 **Posted bid documents will not be considered, unless they were received and deposited in the correct bid box, by a Municipality representative, before the closing date and time of the bid. The COE accepts no responsibility nor liability in this regard for any bid not timeously placed in the correct bid box by such Municipality representative or any person or employee.**
- 13 13.1 All Bidders are advised that it is an express Condition of this bid that all Bidders will be required to furnish proof, on demand, that the Bidder, or in the case of an artificial or juristic person - including its trustees, members or directors as the case may be - are in good standing in respect of any levy, rates, fine, service charge or the like due to the COE or any other municipality or municipal entity.
- 13.2 In the event of the Bidder/Contractor not being in good standing and that the Bidder/Contractor is indebted to the COE, as contemplated in this clause which arises after the signature date and before final payment has been made to the Contractor, the Contractor hereby consents to the COE deducting from the amount of the bid awarded such amount/s as may be lawfully owing to the COE and/or to any CCC located within the area of jurisdiction of the COE.
- 13.3 The books and records of the COE, or any extracts there from certified by the City Manager or other officer authorised thereto by the COE shall, for the purposes of this clause be *prima facie* evidence of the amounts lawfully owing to the COE.
- 13.4 For purposes of this clause the term "*in good standing*" means that the Bidder shall not be in any way lawfully indebted to the COE and/or to any CCC located within the area of jurisdiction of the COE, and/or that such indebtedness shall not be older than thirty (30) days and/or that the Bidder has concluded an agreement or compromise to settle the indebtedness and is not in breach of such agreement or compromise;
- 14 In the event that a contract is awarded, the COE shall accept the bid that scores the highest total number of points, having regard to the provisions of Regulations 4 and 5 of the Preferential Procurement Regulations, 2022, unless objective criteria justify the award to another Bidder as contemplated in Section 2(1)(f) of the Preferential Procurement Policy Framework Act, Act No.5 of 2000. The COE reserves the right to negotiate additional conditions with the Bidder and/or to award a bid, where it deems appropriate, to more than one (1) Contractor/Bidder.
- 15 The Bidder undertakes that it will make itself and its members, officials, employees and agents, aware of the appropriate regulations and by-laws of the COE that might have application on the Bidder's activities in terms hereof.
- 16 Neither the COE nor any official in the COE will be held responsible for loss of a potential opportunity to bid due to the failure of the Bidder to comply with any of the requirements of these instructions, including, but not limited to, the failure to properly describe and/or categorise any requirements.
- 17 **DETAILS OF OFFERS MADE**
- 17.1 The covering letter or other matter submitted with the official bid document may explain, amplify or illustrate, but not replace any part of the official document or the information furnished therein;
- 17.2 The main offer shall be in accordance with the specifications and alternative offers shall be adequately and clearly described and differentiated, if necessary, by submitting additional schedules or a separate bid document.
- 17.3 **ADJUDICATION OF BIDS**
Bidders' attention is drawn to the fact that the adjudication of bids will be based on a point system as indicated in Form "A" - "Procurement Form", included in this bid document.

Form "A" – "Procurement Form", must be completed by bidders and submitted together with their bid documents by the closing date and time of the bid.

18. VARIATIONS AND OMISSIONS

Where offers depart from requirements of the specification, such departure shall be fully described on the official bid Form "J" – "Variations and Omissions" document.

GENERAL CONTRACTUAL UNDERTAKINGS

19. QUALITY OF GOODS

Notwithstanding anything to the contrary in this agreement:

- 19.1 The goods to be supplied under the contract are to be, in all aspects, of the best description and according to the sample (if any) and specifications provided.
- 19.2 In every case the goods shall be subject to the inspection and approval of the ED or his duly authorised representative, who shall be at liberty to reject them and in cases of such rejection, the Bidder agrees to be bound by the rejection of the ED or his duly authorised representative.
- 19.3 In the event of the approval of the goods by the said ED or his duly authorised representative and if it is later discovered that the goods are in any way defective, the COE may reject same, in spite of such approval by its ED or his duly authorised representative.
- 19.4 Tests and analyses may be made as deemed necessary and the cost thereof shall be borne by the COE provided that the goods are of the stipulated quality, failing which such cost shall be defrayed by the Bidder. The COE shall have the right to deduct such cost from payments due to the Bidder, or otherwise to recover the same from him.
- 19.5 No second-hand/refurbished materials/parts will be used in the final goods to be delivered by the Bidder, only new materials/parts bearing the SABS mark of quality will be considered.

20. INDEMNITY

20.1 Without prejudice to any of the rights of the COE arising from any of the provisions of this agreement, the Bidder indemnifies and holds the COE harmless against all loss, liability, damage, claim, proceeding or expense of any nature whatever (including without limiting the generality of the foregoing all party and party and attorney and client costs incurred by the COE) which the COE may suffer as a result of or which may:

20.1.1 be attributable to-

- 20.1.1.1 any liability of the Bidder, whether actual or contingent;
- 20.1.1.2 any liability of the Bidder for taxation, for which purpose the terms "taxation" shall include:
 - 20.1.1.2.1 normal taxation;
 - 20.1.1.2.2 value added tax;
 - 20.1.1.2.3 minimum or secondary taxation on companies;
 - 20.1.1.2.4 all other forms of levies or taxation.
- 20.1.1.3 any penalties or interest as a result thereof.

20.1.2 arise out of or in the course of or by reason of the Bidder's performance in terms of this agreement;

20.2 The Bidder undertakes to indemnify the COE in respect of all actions, prosecutions or claims of any nature that might be brought in any manner against the COE as a

consequence of the negligence of the bidder, its employees, members or any persons under its control;

- 20.3 The Bidder shall not be liable for such liability, loss, damage, claim, proceeding or expense where same was due to any act or neglect of the COE or any person for whose actions the COE is legally liable.

21 POWERS OF THE COE IN THE EVENT OF GOODS BEING DEFECTIVE

- 21.1 In the event of the goods being defective in quantity or quality, it is agreed that, either-
- 21.1.1 the ED shall have power to purchase other goods or make good the deficiency in any manner he may deem fit, and any excess costs so incurred over the contract price, together with all charges and expenses attending the purchase, shall be recoverable from the Bidder; or,
- 21.1.2 if the COE so determines, the Bidder shall, at his own expense, replace the affected goods or make good the deficiency at once, or within such period or at such time as the COE may fix.
- 21.2 Nothing contained in this clause or with regard to delivery conditions, shall prejudice the power of the COE in terms of clause 23 of the GCC, or of the dispute resolution provisions of this agreement.

22 DELIVERY OF GOODS

- 22.1 The goods shall be delivered, at the Bidder's risk and expense, subject to clause 10 of the GCC, to:
- The Offices of the CITY OF EKURHULENI,
Corner Cross and Roses Streets,
Germiston; or,*
- such other place in the Municipal Area of the COE as may be specified and at the time/s and in the manner appointed by the ED;
- 22.2 Each delivery must be accompanied by a correct delivery note;
- 22.3 All invoices (accompanied by TAX invoices) must be forwarded to the COE without delay, **clearly stating the contract and order numbers.**
- 22.4 All equipment and material shall be marked with the appropriate contract and order numbers.
- 22.5 Bidders shall state in their bids as well as on the official Form "I" – "Schedule of Prices" document, the minimum time required to effect delivery of the goods required under this contract, after receipt of official order.
- 22.6 Delivery shall be made in accordance with the requirements set out in the contract.
- 22.7 All goods under contract arising from this bid shall be supplied only when ordered upon an official letter or form or order issued by the COE.

23 RATE OF DELIVERY

As and when required, during the period of this contract.

24 FAILURE TO DELIVER GOODS

- 24.1 In the event-
- 24.1.1 of the Bidder failing to deliver the stipulated quantity of goods of the contract quality at the time and in the manner appointed by the ED, or
- 24.1.2 of the Bidder, if required to deliver by instalments, failing to deliver any instalment, either in whole or in part, at the time and in the manner appointed by the ED, or
- 24.1.3 of the COE suffering damage by delay while rejected goods are being replaced under Clause 19,

- it is agreed that the Bidder shall pay liquidated damages and not by way of penalty, to the COE;
- 24.2 Such liquidated damages shall be determined in each case by the City Manager of the COE and shall be:
- 24.2.1 With regard to 24.1.1: a sum equal to any excess cost incurred by the COE over the contract price in making good the deficiency in such manner as it may deem fit, together with all charges and expenses connected therewith;
- 24.2.2 With regard to 24.1.2: a sum equal to any excess cost incurred by the COE over the contract price in making good the deficiency in such manner as it may deem fit, together with all charges and expenses connected therewith;
- 24.2.3 With regard to 24.1.3: a sum not exceeding the actual damage so incurred by the COE.
- 24.3 A certificate by the City Manager or his duly authorised representative shall constitute prima facie evidence of the indebtedness of the Contractor.
- 24.4 The City Manager of the COE shall also determine the manner in which and the time when, such payment of excess costs or damages shall be made and the decision of the City Manager of the COE shall be binding in every case.
- 24.5 Notwithstanding the above, the Bidder shall not be held liable to enforcement of the penalties stated above should such failure be due to *vis major*.

25 SURETY

- 25.1 The Bidder shall, **if it is required of him/her**, provide good and sufficient surety for the due fulfilment of the contract to the satisfaction of the COE and such surety shall remain in force until the handing over of a final delivery certificate by the COE;
- 25.2 The only surety acceptable to the COE is cash, a certified cheque, or a bank guarantee from a banking institution registered in terms of the Banks Act, 1990 (Act. No 94 of 1990) or from an Insurer registered in terms of the Insurance Act, 1998 (Act No. 53 of 1998). Any surety shall be valid for the entire contract period and beyond if required by the COE

Guarantees will be required as follows:

CATEGORY	PROJECT VALUE (INCL. OF VAT)	GUARANTEE
A	< R500 000	2,5%
B	R500 001 – R1 000 000	5%
C	R1 000 001 – R2 000 000	7,5%
D	>R2 000 000	10%

- 25.3 Unless otherwise provided for, the security shall be for 0% of the total value of the bided price;
- 25.4 The cost of obtaining any such surety shall be borne by the Bidder;
- 25.5 The liability under such surety shall terminate upon the issue of a final delivery Certificate
- 25.6 In the event of the bidder providing a cash amount (deposit) or a bank guaranteed cheque from a registered bank drawn in favour of the COE, the COE will not be held accountable nor obliged to pay the Bidder interest earned as a result of such action.

26 ACCEPTANCE

- 26.1 Unless otherwise specified in the invitation to bid, **this bid shall remain open for acceptance by the COE for a period of one hundred and twenty (120) days from the date on which bids are due and during this period the Bidder agrees not to withdraw its bid or impair or derogate from its effect;**
- 26.2 The written approval of this bid by the COE, by way of letter of acceptance, shall constitute a contract binding on both parties incorporating all the terms and conditions set out in the bid documents and the letter of acceptance;
- 26.3 Notwithstanding anything to the contrary in this agreement, the contract shall come into existence with effect from the signature date.

27 PRICE

The price and/or rates quoted shall be nett and shall include cost of delivery and shall be quoted inclusive of all taxes **excluding VAT.**

28 GOVERNMENT PRICE CONTROL

- 28.1 Where the price of any item place on contract is controlled by legislation, the contract price shall in the event of any amendment to the price ruling at the time the bid was submitted, be subject to a like increase or decrease as the case may be.
- 28.2 In the event of price control over any item of contract being withdrawn during the currency of the contract, the contract price applicable to such item after the date of such withdrawal shall be the contract price in operation immediately prior to the withdrawal of price control.
- 28.3 Bidders shall, where appropriate, submit with their bid, details of present controlled prices. **Failure to do this, shall render the bid liable to rejection on the grounds of being incomplete.**
- 28.4 **Any subsequent claims for increases in the prices shall be substantiated by documentary proof acceptable to the ED.**

29 CONTRACT PRICE ADJUSTMENT

Should no price adjustment or variation clauses be included in the bid documents, the prices will be considered as **being firm** and the COE will not, under any circumstances, accept for it's account, any increase in the prices bided during the duration of the contract.

30 PAYMENT

Payment will be made **within thirty (30) days after goods are supplied and date of invoice.** The COE may deduct any sum due to it by the Bidder under any of the provisions of this contract from any sum due to the Bidder.

All payments to bidders will only be made by means of Electronic Fund Transfer (EFT). Successful bidders will be requested to submit within 14 days after appointment, the following documents:

- An original letter from the banking institution to confirm full details of the bank account to the Council (Company name, account number)
- An original cancelled cheque (if applicable)
- An original letter on the bidding entity's letterhead confirming bank account details into which all contract payments must be made, signed by an authorised official of bidding entity

31 **PERIOD OF CONTRACT**

This contract is for a period with effect from date of award by the City, until 30 June 2029.

32 **ORDERS FOR REQUIREMENTS**

During the period of the contract official orders for the Municipality's requirements will be placed with the Bidder/s and the Bidder/s shall only supply the items required under this contract on receipt of such official orders.

33 **DISCOUNT**

A minimum of 2,5% settlement discount must be allowed on this bid for payment made within 30 days from date of receipt of invoice.

34 **CONFIDENTIALITY**

34.1 It is recorded that the Bidder, by virtue of his/her association with the COE, will become possessed of and will have access to confidential information belonging to the COE including, but without limiting the generality of the foregoing, the following matters:

34.1.1 the contractual and financial arrangements between the COE and other Bidders;

34.1.2 the COE's financial matters;

34.1.3 all other matters which relate to the COE's business and in respect of which information is not readily available in the ordinary course of business to a competitor.

34.2 Notwithstanding the foregoing provisions of this clause, the information referred to therein as confidential information shall cease to be confidential information if:

34.2.1 it is publicly available or becomes publicly available other than as a result of a breach of this contract;

34.2.2 it comes or came into the possession of the Bidder other than by virtue of the Bidder's relationship with the COE.

34.3 Having regard to the facts recorded above, the Bidder undertakes that in order to protect the proprietary interest of the COE in the confidential information-

34.3.1 he/she will not during the period that he/she is a Bidder or at any time thereafter, directly or indirectly, either use or disclose any of the confidential information, other than as may be required by his/her contract with the COE or as may be required to comply with any law or to enforce the Bidder's rights in terms of this contract;

34.3.2 any written or other instructions, drawings, notes, memoranda or records relating to the confidential information which are made by him/her or which come into his/her possession by any means whatever shall be deemed to be the property of the COE. Such property of the COE shall be surrendered to the COE on demand and in any event on the termination date and the Bidder shall not retain any copies thereof or extracts therefrom.

34.4 Any action which can be construed as a contravention of the condition referred to in clause

34.3.1 and 34.3.2 above, will expose any bidder to the rejection of his bid by the COE alternatively the summary termination of any contract entered into.

35 **BREACH**

- 35.1 Should either the Bidder or the COE commit a breach of any material provision of this agreement and fail to remedy such breach within fourteen (14) days after receiving written notice from the party aggrieved thereby requiring the defaulting party to do so, then the aggrieved party shall be entitled, without prejudice to the aggrieved party's other rights in law, to cancel this agreement or to claim immediate specific performance of all of the defaulting party's obligations whether or not due for performance, in either event without prejudice to the aggrieved party's right to claim damages;
- 35.2 Should any party permit a non-material breach of any provision of this agreement and fail to remedy such breach within fourteen (14) days of receiving written notice from any other party to the contract requiring it to do so, then the aggrieved party shall be entitled to claim immediate specific performance of all of the defaulting party's obligations whether or not due for performance, without prejudice to the aggrieved party's other rights in law, including the right to claim damages.

36 **PUBLICITY**

None of the parties shall issue any public document or make any press release relating to or arising out of this agreement or its subject matter without obtaining the prior written approval of the COE, to the contents thereof and the manner of its presentation and publication; provided that such approval shall not be unreasonably withheld or delayed.

37 **SEVERABILITY OF THE CONTRACT TERMS**

- 37.1 Each provision of this agreement is, notwithstanding the grammatical relationship between that provision and the other provisions of this agreement, severable from the other provisions of this agreement;
- 37.2 any provision of this agreement which is or becomes invalid, unenforceable or unlawful in any jurisdiction shall, in such jurisdiction only, be treated as *pro non scripto* to the extent that it is so invalid, unenforceable or unlawful, without invalidating or affecting the remaining provisions of this agreement which shall remain of full force and effect.
- 37.3 The parties declare that it is their intention that this agreement would be executed without such invalid, unenforceable or unlawful provision if they were aware of such invalidity, unenforceable or unlawful at the execution of this agreement.

38 **WAIVER OF RIGHTS**

- 38.1 No party's partial exercise of, failure to exercise or delay in exercising any right, power, privilege or remedy in terms of this agreement shall be construed as a waiver by that party;
- 38.2 Such partial exercise or failure shall not operate so as to preclude that party from exercising its rights strictly in accordance with this agreement, unless such party has expressly waived or otherwise foregone its ability to exercise such right, power, privilege or remedy (at all or in part or until after such period of delay) in terms of a written document signed by such party;
- 38.3 In the event of a party having concluded such a written document same shall be strictly construed.

39 **CESSION OF RIGHTS**

- 39.1 Save as is otherwise expressly stipulated in this agreement; this agreement is personal to the parties;

- 39.2 Any party to the agreement who wishes to cede, delegate or assign their right of payment may only cede, delegate or assign their right of payment to a Financial Service Provider.
- 39.3 Any request to cede, delegate or assign a parties right of payment must be made in writing by the Financial Service Provider, accompanied by a copy of the cession agreement between the Financial Service Provider and any party to this agreement.
- 39.4 Should the COE be succeeded or replaced by any other entity that entity shall automatically substitute the COE in this agreement unless the succeeding entity notifies the contractor to the contrary within 120 days, in writing.

40 **DOMICILE & NOTICES**

40.1 The parties choose their domicile for all purposes relating to this agreement; including the giving of any notice, the payment of any sum, the serving any process, as follows-
 40.1.1 THE CITY OF EKURHULENI

Physical	-	Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets)
		Germiston 1400 Use entrance at 65 FH Odendaal Street
Fax	-	+27.(0)11.999-7511

40.1.2 [THE BIDDER / CONTRACTOR] (PROVIDE DETAILS OF BIDDING ENTITY)

Physical Address

.....

.....

Postal Code

Postal Address

.....

.....

Postal Code

Fax Number

40.2 Each party shall be entitled from time to time, by giving written notice to the others, to vary its physical domicile to any other physical address (not being a post office box or Post Restante) within the Republic or to vary its postal domicile or its facsimile domicile to any other within the Republic.

- 40.3 Any notice given or any payment made by any party to any other ("addressee") which is-
- 40.3.1 delivered by hand between the hours of 08h00 and 16h15 on any business day to the addressee's physical domicile for the time being, shall be deemed to have been received by the addressee at the time of delivery;
 - 40.3.2 posted by registered post to the addressee's postal domicile for the time being, shall be presumed to have been received by the addressee on the fourteenth day after date of posting.
- 40.4 Any notice given by any party to any other which is sent by facsimile to the addressee's facsimile domicile for the time being shall be deemed to have been received by the addressee on the day immediately succeeding the date of successful transmission thereof.
- 40.5 This domicile clause shall not operate so as to invalidate the giving or receipt of any notice which is actually received by the addressee other than by a method referred to in this clause.
- 40.6 Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.

41 TOTALITY OF AGREEMENT

This agreement constitutes the sole record of the agreement between the parties in relation to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein. This agreement supersedes and replaces all prior commitments, or representations, whether oral or written, between the parties in respect of the subject matter hereof.

42 APPLICABLE LAW

This contract shall be governed by the laws of the Republic of South Africa and notwithstanding the amount or cause of action involved and the rights of either party to approach any other court having jurisdiction, the parties consent to the jurisdiction of, the Magistrates Court.

43 DEFAULT/CANCELLATION OF BID AND/OR CONTRACT

Should it appear to the COE that the Bidder is not executing the contract in accordance with the true intent and meaning thereof, or that the Bidder is refusing or delaying the execution of the contract or is not carrying on the work at such rate of progress as to ensure delivery by the date of delivery or, in the event of default by the Bidder, then in any such event the COE may give notice in writing to the Bidder to make good the failure or default, and should the Bidder fail to comply with the notice within the period specified therein, then and in such case the COE shall, without prejudice to any of its rights under the contract, be at liberty forthwith to perform such work as the Bidder may have neglected to do, or to take the contract wholly or in part out of the Bidder's hands and order from any other person. The Bidder shall be responsible for any loss the COE may sustain by reason of such action as the COE may take in terms of this clause.

44 PACKING

All goods shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading.

Unless otherwise specified, packing cases and packing materials are included in the contract price and shall be and remain the property of the COE.

45 FALSE INFORMATION

Should it come to the attention of COE that false information has been given in whatever way with the intention of the Bidder/Contractor to position himself/herself to be awarded the bid/contract or in respect of the performance of the contract, the COE holds the right to disqualify the bid and/or terminate the contract?

46 LABOUR CONDITIONS

The bidder shall ensure that all remuneration paid to employees is in line with the relevant sectoral determination in terms of the Basic Conditions of Employment Act, No 75 of 1997.

FORM – “N”

CONTRACT FORM - RENDERING OF SERVICES

CITY OF EKURHULENI

CONTRACT NUMBER: A- ICT 02- 2026

THE APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY, DELIVERY, INSTALLATION, MAINTENANCE AND MANAGEMENT OF THE DATA CENTRE ENVIRONMENT ON AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

PART 1 (TO BE COMPLETED BY THE SUCCESSFUL BIDDER AFTER AWARD OF CONTRACT)

THIS FORM MUST BE COMPLETED 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.

1. I hereby undertake to render services described in the attached bid documents to (name of the institution) in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the tendered price/s. My offer/s remain binding upon me and open for acceptance by the COE during the validity period indicated and calculated from the closing date of the bid.
2. The bid documents shall be deemed to form and be read and construed as part of this agreement:
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) tendered cover all the services specified in the bid 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 fulfilment 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.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)
CAPACITY
SIGNATURE
NAME OF FIRM
DATE

WITNESS: 1 DATE.....

FORM – “N”

CONTRACT FORM - RENDERING OF SERVICES

CITY OF EKURHULENI

CONTRACT NUMBER: A- ICT 02- 2026

THE APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY, DELIVERY, INSTALLATION, MAINTENANCE AND MANAGEMENT OF THE DATA CENTRE ENVIRONMENT ON AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

CONTRACT FORM - RENDERING OF SERVICES PART 2 (TO BE COMPLETED BY THE COE)

1. 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).
2. 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.
3. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE.....

OFFICIAL STAMP

WITNESS:

1

DATE.....