employment & labour

Department:
Employment and Labour
REPUBLIC OF SOUTH AFRICA

REQUEST FOR BID

TCF05: 2026/27

THE COMPENSATION FUND (CF) WISHES TO INVITE ALL INTERESTED COMPANIES TO SUBMIT BIDS FOR APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISIONING OF CLOUD HOSTING SERVICES FOR COMPENSATION FUND APPLICATIONS UNDER PLATFORM AS A SERVICE (PaaS) AND DISASTER RECOVERY AS A SERVICE (DRaaS) MODEL FOR A PERIOD OF FIVE (5) YEARS

ISSUE DATE:
17 November 2026

CLOSING DATE AND TIME:
09 December 2026
11:00 am

BRIEFING SESSION DETAILS

A non-compulsory briefing session will be held on 24 November **2026** at **10:00** via MS Teams.

Join: https://teams.microsoft.com/meet/3644052217081614?p=mmrbbPo46MoPD3JwUm
Meeting ID: 364 405 221 708 161 4
Passcode: GW3ox7LY

Interested bidder must provide their email address to SCM.Enquiries@LABOUR.gov.za

Enquiries may be directed to: SCM.enquiries@LABOUR.gov.za

NB: Bidder may ask for clarification on these terms of reference up to close of business **seven (7) days** before deadline for submission of bids.

Table of contents

No	Details	Page Number
1	Invitation to bid (SBD 1)	3 - 5
2	Terms of Reference	6 - 39
3	Pricing schedule (SBD 3.3)	40 - 42
4	Bidder's disclosure (SBD 4)	43 - 44
5	Preference points claim (SBD 6.1)	45 - 48
8	General Conditions of Contract	49 - 61

SBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**TCF 05: 2026/27**	CLOSING DATE:	**09 December 2026**	CLOSING TIME:	**11:00am**
DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISIONING OF CLOUD HOSTING SERVICES FOR COMPENSATION FUND APPLICATIONS UNDER PLATFORM AS A SERVICE (PaaS) AND DISASTER RECOVERY AS A SERVICE (DRaaS) MODEL FOR A PERIOD OF FIVE (5) YEARS**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
The Compensation Fund					
230 Lilian Ngoyi Street					
Absa Towers Building, Ground Floor					
Pretoria CBD, 0001					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON		CONTACT PERSON	
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	SCM.Enquiries@LABOUR.gov.za	E-MAIL ADDRESS	SCM.Enquiries@LABOUR.gov.za

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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

SBD 1

PART B

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT.**
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

TERMS AND CONDITIONS FOR BIDDING

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

SIGNATURE OF BIDDER:……

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:……...

TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISIONING OF CLOUD HOSTING SERVICES FOR COMPENSATION FUND APPLICATIONS UNDER PLATFORM AS A SERVICE (PaaS) AND DISASTER RECOVERY AS A SERVICE (DRaaS) MODEL FOR A PERIOD OF FIVE (5) YEARS





TD Malatji

1. PURPOSE

The Compensation Fund (CF) aims to procure a reputable cloud service provider for hosting CF applications under a Platform-as-a-Service (PaaS) model. This initiative is critical to ensuring business continuity, enhancing service delivery, and aligning with the department's strategic ICT objectives. The proposed solution must comply with the directives outlined in the **National Policy on Data and Cloud**, issued by the Department of Public Service and Administration (DPSA) on **31 May 2024.**

Through this cloud transition, CF seeks to unlock the following benefits:

- **Enhanced Data Security:** Safeguarding sensitive and personal information against cyber threats, in accordance with the Protection of Personal Information Act (POPIA), 2013.
- **Digital Transformation:** Leveraging technology to drive productivity and operational efficiency across CF's service areas.
- **Improved Public Service Delivery:** Enabling faster, more reliable services for citizens and business stakeholders.
- **Economic Growth:** Expanding access to technology to stimulate job creation and broader economic development.
- **Enhanced Collaboration:** Facilitating knowledge-sharing and cooperation among government departments, private sector partners, and research institutions.

2. BACKGROUND

The Compensation Fund's core processes rely heavily on SAP applications, with the current infrastructure aging and shared across entities, leading to performance bottlenecks and security vulnerabilities. The Department has adopted the Cloud First policy to modernize ICT services.

The current hosting contract for the SAP platform is nearing its expiration. As SAP applications serve as the core engine driving most operational processes within the Compensation Fund (CF), it is imperative to transition these services into a more effective and reliable environment. This move is essential to ensure uninterrupted business operations and enhance delivery service.

To fulfill its mandate, CF must strengthen its efficiency, effectiveness, security, and information reliability—delivering services that are better, faster, and more cost-effective, while adhering to best practices and sound governance

TD Malatji

7

principles. SAP technologies remain a cornerstone of CF's strategy to enable and support its core business functions.

To optimize the use of these SAP applications and solutions, CF intends to procure a Platform-as-a-Service (PaaS) and Disaster Recovery as a Service (DRaaS) cloud hosting solution from a reputable provider for a period of five (5) years.

3. OBJECTIVE

The objective of this initiative includes:

- Ensuring uninterrupted service delivery and business continuity.
- Improved system performance, scalability, and security.
- Reduced total cost of ownership and infrastructure maintenance.
- Alignment with the Fund's digital transformation and green ICT goals.

4. SCOPE OF WORK AND DELIVERABLES

The prospective service provider will be expected to deliver the following:

- Assessment of the CF and DEL technological environments
- Develop a CF PaaS and DRaaS solution Architectures
- Design and implement PaaS and DRaaS solution based on the approved architecture.
- Define and implement cloud resources requirements, including virtual machines, storage, networking (VPCs), and any necessary security software like anti-spam or antivirus, and Cybersecurity threats.
- Specify the need and implement load balancing to distribute web requests and manage traffic for optimal performance.
- Develop migration strategy and execution plan.
- Migrate existing application workloads into PaaS based on the migration strategy and execution plan.
- Configure cloud replication, redundancy, and connectivity.
- Provision of a Disaster Recovery site within a separate campus/building from the primary hosting site.
- Provide disaster recovery planning, testing, support, and documentation (Disaster Recovery design, Disaster Recovery Plan, Disaster Recovery Reporting and Business Continuity Plan).
- Deliver licenses including but not limited to Operating Systems, Virtualization platform, management tools, security licenses, and backup solution licenses and patching tool.

TD Malatji

- Provisioning of staging environments (Production, Pre-Production at same size of production, Quality Assurance and Development)
- Offer post implementation support and training for CF technical teams.
- Implementation of SAP environment configuration.
- Ensure security and compliance implementation (POPIA, PAIA, MISS, etc.).
- Provide monthly service delivery and SLA reports.
- Facilitate technical training and knowledge transfer.
- Adherence to SLA-based support and maintenance.
- Provisioning of SAP certified cloud environment.
- Implementation within 6 months. (Including all components as phases)
- Delivery of Cloud Services with post-implementation support and maintenance services.
- Managed Service disruption, Infrastructure failure and Cybersecurity threats.
- All data (primary and backup) must always reside within the borders of South Africa and ensuring South African legal compliance and applicable laws.
- Provision of a dedicated, high-bandwidth network link of 500Mbps (e.g. dedicated fibre, MPLS, or direct interconnect) between the CF/DEL on-premises data centre(s) and the cloud provider's environment for the duration of the migration, to enable expedited, secure workload transfer without contention on shared or public internet bandwidth, and to be decommissioned or right-sized once migration and hypercare are complete. This migration requirement must be delivered using the 500 Mbps connectivity specified in Section 7.5 and does not require a separate additional migration link.
- Provision of temporary staging storage and temporary backup capacity for the duration of the migration exercise, sized to hold interim data copies, pre-cutover snapshots, and rollback backups for each migration wave, to be decommissioned or reallocated once each wave's migration is confirmed successful and stable. The cost of this temporary capacity must be included in the fixed once-off Workloads Migration price and must not form part of the recurring five-year PaaS baseline.

TD Malatji

5. REQUIRED CAPABILITIES

The service provider must demonstrate the following capabilities:

- Proven experience in cloud hosting (PaaS and DRaaS).
- Security tools and compliance capabilities.
- References from similar public sector implementations.

6. ROLES AND RESPONSIBILITIES

The appointed service provider and CF ICT project manager will be responsible for jointly managing and reporting on the project deliverables to the CF ICT Project Steering Committee. Each project phase will be controlled by a project milestone, which has an associated quality approval and milestone that must be agreed in the CF ICT project steering committee.

7. TECHNICAL REQUIREMENTS

7.1. Cloud Workloads

Category	Description
Compute, Storage and Memory	Provide a breakdown of how the current solution will be hosted indicating optimizations. (See Annexure A for the current landscape inventory.)
Software Licenses	Platform and Backup related licenses to cover hosting the above. (CF will provide the SAP application & SAP database licenses)
Hosting	Ability to retain current IP address schema and server naming.
Growth	Ability to support up to 20% annual compounded capacity growth as a technical scalability requirement. This requirement does not constitute an automatic annual price uplift or billing commitment.
Cloud backup as a Service	Enable deduplication and tiering of backups. Support copying of data to the DEL NetApp solution.
Network link between all data centres	Solution caters for linking of all data centres with redundant links from different network operators. Include detailed links to multiple environments(list) (ICD, SAP HANNA database, Oracle database, XI/PI, CRM, MS SQL database and various legacy systems)
Redundancy and Disaster Recovery (DR) as a Service	**DR and ICT Service continuity to support the environment-** • Fully Managed DR as a service • Fully Automated failover • Fully Automated service continuity as part of a redundant solution

	Data Protection Capabilities • Immutable data copies • Ransomware Protection and Ransomware Resilience • Backup Data Encryption both in transit and at rest. • Continuous Data Protection and Disaster Recovery • Non-Disruptive Disaster Recovery Testing • Automation and Orchestration • Analytics and Report The DR must be testable during regular business hours with minimal or no impact to production systems, services or data.
Call Centre	**Support and Help Desk.** The supplier must provide detailed contact information for the helpdesk that will serve as the escalation point for all service-related requests. This helpdesk will be accessed by the Department's central service desk to initiate and manage support calls for all work performed under the contract
Training	Classroom training on the administration for the provided solution for 2 x Resources. (Provisioning of services and billing information). Classroom training on the administration of the Backup and DR solution.
Services	Solution Design, Project Management and Data Migration for the solution. Optimization of the cloud environment. Disaster Recovery setup and configuration with automated failover and failback.

Compliance Matrix

Table 1 Compliance matrix for proposed solution

Specification
Flexibility
1. The proposed solution allows provisioning of capacity by Compute, Storage, Networking, software and services capacity required to meet an adaptive business demand.
2. The service provider must provide a pre-priced capacity expansion rate card for anticipated capacity growth for each of the five (5) contract years.
3. The proposed solution must be provided on a fixed Platform-as-a-Service (PaaS) pricing model based on the approved baseline platform capacity, with future capacity changes managed through the contracted pre-priced rate card.

4.	The proposed solution must allow approved growth and reduction of incremental capacity through a formal change request process without the need for a new procurement process. The approved baseline platform capacity remains subject to the fixed PaaS price unless otherwise formally agreed by CF.
5.	Monthly invoices must reflect the fixed PaaS charge for the approved baseline platform capacity together with any additional capacity that has been formally approved, provisioned and activated.
6.	The proposed solution must have no separate initiation or activation fees other than the expressly priced once-off items included in Section 11.2.
	Contract Length
1.	The proposed solution must be costed by year for a period of five (5) years
2.	The proposed solution must allow CF to make changes to the contract based on formal request processes.
3.	The proposed solution must allow additional service types during the contract.
	Specification
4.	The proposed solution accommodates a refreshment of the equipment before the end of the term period for a seamless product lifetime extension.
5.	The proposed solution must allow for transparent migration of workloads before the end of the term to allow for increased systems' availability and performance.
6.	The proposed solution must cater for CF to grow more than anticipated during the contract term.
7.	The proposed solution must allow for asymmetric growth for different types of services (e.g. blades/servers/storage, network, etc.)
8.	The proposed solution must allow for asymmetric growth on different types of storage and between storage tiers (e.g. SSD, SAS, Tape)
9.	The solution must allow for asymmetric growth between different tiers and sites (e.g. Production, Test)

Specification		
Buffer Capacity		
1. The proposed solution local buffer capacity must be replenished to keep the same percentage of capacity available onsite.		
2. The proposed solution local buffer capacity can be proactively adjusted to accommodate capacity demand spikes or increased utilisation trends.		
3. The proposed solution local buffer capacity must be dedicated to each site and not shared.		
4. The proposed solution local buffer capacity must be up to date (firmware etc.) so that it is ready to be used at any moment.		
5. The proposed solution local buffer capacity must adhere to equipment scaling characteristics (e.g. blade enclosures, storage controllers)		
Monitoring & Capacity Portal		
6. The proposed solution must provide monitoring of actual platform utilisation for operational management, capacity planning and forecasting.		
7. Billing is not based on metered consumption. Billing must be based on the fixed monthly PaaS charge, adjusted only when additional or reduced incremental capacity is formally approved and activated or deactivated in accordance with the contracted rate card.		
8. Invoicing details are broken down by service and period.		
9. The proposed solution must provide CF with access to a monitoring portal or dashboard to view platform utilisation by service type for capacity management and forecasting purposes.		

Kick Off Services	ICT and SP	Date
Solution Design for the new environment	Service Provider (SP)	
Implementation Planning	ICT and SP	
Setup and Configuration of new environment	SP	
Verify the SAP Cloud Hosting Environment Availability	ICT & SAP COE Partner	
Verify the SAP Cloud Hosting Environment Accessibility	ICT & SAP COE Partner	
Facilitate the Migration of the workloads to the new environment	SP	
Test and ensure the migration was successful	SP & BPO	
Cut over and Commission New environment	SP	
Decommission the old environment	SP & ICT	

Specification
Support Services
1. The proposed solution must provide a dedicated account and service delivery team that specializes in cloud hosting.
2. The proposed solution must include detailed capacity management.
3. The proposed solution must include proactive services designed for risk identification and benchmarking in the CF environment.

7.3. Migration services

Service Elements
1. Provide a detailed migration solution and supporting breakdown of the fixed once-off migration price, including implementation activities, resources required on the existing and new environments, and other expenses required to complete the migration.
2. At expiry of the initial five (5) year contract term, or earlier termination where required by CF, the service provider must provide migration-out / exit transition services at the fixed once-off price tendered in Section 11.2. This must include, as a minimum, transition planning, data export/transfer, configuration and documentation handover, knowledge transfer, reasonable assistance to CF and/or an incoming service provider, and secure decommissioning as instructed by CF and subject to applicable data retention requirements.

7.4. Disaster Recovery Services

Provide a Disaster Recovery Service to replicate the on-premises and select cloud services and applications of the Department to ensure that these systems are available in the event of a disaster.

Bidders are to clearly indicate how their proposal will address Disaster Recovery (DR) and redundancy by means of an architectural diagram and provide an explanation on how these two separate concepts are provided for.

Disaster Recovery Services
1. The service provider must also ensure an additional air gapped long-term backup (third tier) of the Department's data is retained within the borders of South Africa. The service provider will be required to replicate data to the CF Storage infrastructure.
2. Disaster recovery test needs to be run every six (6) months.
3. Recovery Point Objective (RPO) of 5 minutes or less
4. Recovery Time Objective (RTO) of 1 hour or less

7.5. Connectivity between hosted site and CF

ITEM	DESCRIPTION OF REQUIREMENTS		SLA UPTIME/AVAILABILITY
1	Enable a scalable 500 Mbps fiber SDN primary link between sites. Internet breakout will be from the CF environment.		99.99%
2	500 Mbps secondary link or different point-of-presence that can be used for backup purposes. This WAN link must be configured to operate in an active mode at all the times – this means it will be used concurrently with the primary link.		99.99%
3	Enable a scalable 250 Mbps fiber SDN primary link between primary cloud hosting and DR sites.		99.99%
Note	The prospective bidder is to ensure that different Fiber Network Operators are used to ensure service continuity in the event that services on a link is compromised or disrupted for any reason during the contract term.		

8. ENVIRONMENTS SECURITY AND MONITORING

Bidders must propose and will be required to provide physical and cybersecurity services including event monitoring, intrusions, health management, firewall and other cyber security related activities for all applications. It is understood that the service provider will provide physical services and infrastructure continuity as defined by the uptime institute for a tier three and above facility.

9. BID SUBMISSION REQUIREMENTS

The bidder must submit a bid response documentation pack and it must be at the correct physical address and within the stipulated date and time as specified in the “Invitation to Bid” cover page, and the bidders are expected to submit the following:

(a) One original in two separate batches (1) Technical (2) Price proposal

(b) Two (2) exact copies of the original technical and price proposals

(c) No electronic version of above required documents will be accepted.

(d) No loose pages or documents from any of the above proposals will be considered.

10. BID EVALUATION PROCESS

The bid evaluation process consists of four stages that are applicable according to the nature of the bid, as defined in the table below.

Stage	Description	Applicable for this bid
Phase 1	Administrative Compliance Requirements	Yes
Phase 2	Technical Mandatory Requirements	Yes
Phase 3	Evaluation on Functionality	Yes
Phase 4	Evaluation of Price and Specific Goal Points	Yes

The Bidder must qualify for each stage to be eligible to proceed to the next evaluation stage.

PHASE 1: ADMINISTRATIVE COMPLIANCE REQUIREMENTS

If the Bidder failed to comply with any of the administrative requirements, or if Compensation Fund is unable to verify whether the pre-qualification requirements are met, then Compensation Fund reserves the right to –

(a) Reject the bid and not evaluate it, or

(b) Accept the bid for evaluation, on condition that the Bidder must submit within seven (7) working days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.

ADMINISTRATIVE REQUIREMENTS DOCUMENTS

(a) All bids will be measured against the administrative pre-qualification requirements. Only bids that comply with the criteria mentioned below will be considered for further evaluation.

(b) The Service providers should be registered with the Central Supplier Database

(c) Provide Tax Compliance Status - Pin issued by SARS.

(d) Valid COIDA Letter of Good Standing.

(e) Fully completed and Signed Standard Bidding Documents (SBD forms)

(f) SBD 6.1 form as a requirement in above paragraph (g) should be accompanied by proof or documentation required in terms of this tender to claim points for specific goals with the tender.

(g) In the case of Joint Ventures or Consortiums, proof of contract between the respective service providers should be provided.

(h) Requirements stipulated in (a) to (g) should be provided by both companies submitting bids as part of a consortium or joint venture.

NB: Please note that failure to meet any of the above requirements within seven (7) working days after receipt of the notice will lead to automatic disqualification of the bid proposal.

PHASE 2: TECHNICAL MANDATORY REQUIREMENTS

Purpose: *Technical Mandatory requirements are the absolute minimum requirements to fulfil the Business Objective*

Bidders who fail to comply with **any** of the below mandatory requirements, will not be considered for further evaluation.

(1) BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS Cloud Partner Accreditation	A valid Cloud OEM Certificate/letter indicating compliance to implement and support the proposed solution. CF reserves the right to verify the information provided. The certificate must be valid at the time of the bid closing.
(2) CERTIFICATION / AFFILIATION REQUIREMENTS SAP certification of Cloud Service Provider	The infrastructure of Cloud Service Provider (OEM) must be SAP certified. The infrastructure must be located in South Africa. CF reserves the right to verify information provided. The certificate must be valid at the time of the bid closing.

(3) CONFIRMATION OF DATA CENTRE LOCATION	A duly authorised letter from the OEM must clearly state that the location of the data centre is within the borders of South Africa by providing the addresses. The letter must also state that the data will remain within the borders of South Africa at all times.
(4) CERTIFICATION / AFFILIATION REQUIREMENTS ISO/IEC 27001: 2022 Information Technology — Security techniques — Information security management Systems	Cloud Service Provider (OEM) must be ISO/IEC 27001 certified. CF reserves the right to verify the information provided. The certificate must be valid at the time of the bid closing.
(5) CERTIFICATION / AFFILIATION REQUIREMENTS ISO/IEC 9001: 2015 Quality Management - supply and installation of ICT products and related services.	Cloud Service Provider (OEM) must be ISO 9001 certified. CF reserves the right to verify the information provided. The certificate must be valid at the time of the bid closing.
(6) CERTIFICATION / AFFILIATION REQUIREMENTS ISO/IEC 29151:2017 Information technology - Security techniques- A management system standard about personal data privacy protection.	Cloud Service Provider (OEM) must be ISO/IEC 29151:2017 certified. CF reserves the right to verify the information provided. The certificate must be valid at the time of the bid closing.
(7) CERTIFICATION / AFFILIATION REQUIREMENTS ISO 27034-2:2015 – Standard that focuses on establishing processes and frameworks for secure software programs. It clearly defines risks in application systems and provides guidance to assist organizations in integrating security into their processes.	Cloud Service Provider (OEM) must be ISO 27034-2:2015 certified. CF reserves the right to verify the information provided. The certificate must be valid at the time of the bid closing.

PHASE 3: EVALUATION OF FUNCTIONALITY

(a) A minimum threshold of 70 for the technical elements must be scored; otherwise, the bid will be regarded as non-responsive and disqualified. Bids that do not meet or better the technical threshold score of 70 will not be evaluated further.

TECHNICAL SCORECARD				
No	**Criterion**	**Scoring guide**	**Documents/proof to be attached**	**Weight**
1	**BIDDER CAPABILITY REQUIREMENTS** The bidder should have previously implemented and supported Cloud Services Provide reference letters from customers to whom the service was delivered, including the following: • The letter must include the type of service rendered by the Bidder. • Company letter head and logo. • The letter must be signed by the duly authorized official of the company. • The letter must reflect that services was rendered at a satisfactory level. • The letter must indicate the start and end date of implementation and support. **The reference letters not conforming to the above mentioned five (5) requirements will not be considered.**	0-Without reference letters or failure to meet the pointers above 10- One(1) to Two (2) contactable relevant reference letters 15-Three (3) contactable relevant reference letters 20-. Four (4) and above contactable relevant reference letters		20

TECHNICAL SCORECARD				
No	**Criterion**	**Scoring guide**	**Documents/proof to be attached**	**Weight**
2	**BIDDER EXPERIENCE REQUIREMENTS IN IMPLEMENTATION AND SUPPORT OF PLATFORM AS SERVICE** Number of years' experience in implementation and support of Cloud Services. The number of years will be totalled from the qualifying reference letters in criteria one (1) to determine the scoring.	0-Less than one (1) year experience 5-One (1) year to two (2) years. 10-Three (3) years to four (4) years 20- Five (5) years and more		20
3	**DETAILED PROJECT APPROACH METHODOLOGY** The bidders must provide a detailed project approach and methodology in executing the project. The methodology and approach should include all the following phases in line with the scope of work: • Planning • Implementation • Workload Migration • Project Close-out	0-No detailed project approach and methodology submitted, or less than 2 phases explained 10- project approach and methodology submitted (2 detailed phases explained). 20- project approach and methodology submitted (3 detailed phases explained). 30- project approach and methodology submitted that highlight all phases in detail.		30
4	**SUPPORT SERVICES** The bidders must provide Support Services plan	0-No support services plan submitted or less than 2 support		30

TECHNICAL SCORECARD				
No	**Criterion**	**Scoring guide**	**Documents/proof to be attached**	**Weight**
	inclusive of the following support requirements: • Health checks • Automated and Netting • Patch Management • DR Testing, twice a year.	requirements articulated in detail. 10- support services plan submitted (2 support requirements articulated in detail). 20- support services plan submitted (3 support requirements articulated in detail). 30- support services plan submitted (4 support requirements articulated in detail).		
		Total technical score		**100**
		Minimum threshold for technical proposal		**70**

PHASE 4: PREFERENCE POINTS SYSTEM (PRICE AND SPECIFIC GOALS).

Only Bidders that have met the 70% threshold in Phase Three (3) will be evaluated in Phase Four (4) for Price and Specific Goas as follows:

In terms of Regulation 5 of the Preferential Procurement Regulations (2022), the following formula must be used to calculate the points out 90 for price in respect of a bid with a Rand value above R50 million, including all applicable taxes:

I. Stage 1 – Price Evaluation (90 Points)

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

Where -

Criteria	Points
Price Evaluation $Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$	90

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender

II. Stage 2 – Specific Goals or Preference Evaluation (10 Points)

Specific Goals or Preference Points Allocation					
Specific goals	**Points out of 10 (90/10)**	**Required Proof (as declared in SBD 6.1)**	**Ownership %**	**Points Claimed**	**Proof attached (Y/N)**
Promotion of Women	4	(a) Certified copy of the founding documentation of			

Type text

TDMalatji

owned enterprises		the company with which the ownership is listed (b) Certified copy of identity document such as SA ID book (c) Latest Central Supplier Database (CSD) report with women as owners/shareholders of the company.			
Promotion of enterprises owned by people with disability	1	(a) Certified copy of the founding documentation of the company with which the ownership is listed (b) Signed letter from a duly authorized medical practitioner (c) Latest Central Supplier Database (CSD) report with people with disability as owners/shareholders of the company			

Promotion of enterprises owned by youth	3		(a) Certified copy of the founding documentation of the company with which the ownership is listed (b) Certified copy of identity document such as SA ID book (c) Latest Central Supplier Database (CSD) report with youth as owners/shareholders of the company			
Promotion of local enterprises	2	Within Gauteng Province = 2 points Outside Gauteng Province= 0 points	(a) Certified copy of the founding documentation of the company with which the ownership is listed (b) Proof of residence under the name of the tenderer (c) Latest Central Supplier Database (CSD) report with supplier address			
Maximum points	**10**					

- Preference Points for women, people with living disability and youth ownership shall be measured by calculating the pro - rata percentage of ownership of the bidder for each specific goal mentioned in this paragraph.
- Preference Points for promotion of local enterprises shall be wholly apportioned to bidders that are based or situated in the geographical area specified in the above diagram.
- The points scored for the specific goals must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act (PPPFA), the bid must be awarded to the bidder scoring the highest points.
- Failure on the part of a bidder to submit proof or documentation required in terms of this bid to claim points for specific goals with the bid, will be interpreted to mean that preference points for specific goals are not claimed.
- The Fund reserves the right to request a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to specific goals, in any manner required by the Fund.

11. PRICING MODEL

11.1. The service provider must propose a fixed-price PaaS commercial model comprising:

(i) Fixed once-off implementation, migration and on-premises decommissioning costs;

(ii) Fixed recurring costs for the approved baseline platform capacity for each of the five (5) contract years;

(iii) Pre-priced capacity expansion rates for approved future growth; and

11.2. FEE STRUCTURE

A. FIXED COST SCHEDULE

ITEM	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost
Environmental Assessment and Solution Design	✓	N/A	N/A	N/A	N/A
Setup, Configuration, Integration & Decommissioning of On-Premises Environment	✓	N/A	N/A	N/A	N/A
Workloads Migration	✓	N/A	N/A	N/A	N/A

ITEM	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost
Fixed Cloud Hosting Services (PaaS) – Production, Pre-Production/Test, Quality Assurance and Development	✓	✓	✓	✓	✓
Disaster Recovery as a Service (DRaaS)	✓	✓	✓	✓	✓
Backup Service	✓	✓	✓	✓	✓
Applicable Hosting Licences	✓	✓	✓	✓	✓
WAN Links	✓	✓	✓	✓	✓
Migration-Out / Exit Transition Services (Fixed Once-Off Price at Contract Expiry or Earlier Termination)	N/A	N/A	N/A	N/A	✓
TOTAL	**R**	**R**	**R**	**R**	**R**
TAXES	**R**	**R**	**R**	**R**	**R**
TOTAL INCLUDING ALL APPLICABLE TAXES	**R**	**R**	**R**	**R**	**R**
TOTAL FIXED BID PRICE (5-YEAR BASELINE + ONCE-OFF COSTS)	**R _____**				

Recurring fixed PaaS costs reflected above are annual fixed prices and will be billed in equal monthly instalments for the applicable contract year. Once-off items will be billed against agreed delivery/acceptance milestones.

B. PRE-PRICED CAPACITY EXPANSION SCHEDULE

CAPACITY COMPONENT	UNIT	Year 1 Monthly Unit Rate	Year 2 Monthly Unit Rate	Year 3 Monthly Unit Rate	Year 4 Monthly Unit Rate	Year 5 Monthly Unit Rate
Compute & Memory (VM sizes)	Per similar available VM size meeting or exceeding required vCPU/RAM; bidder to state actual configuration					
Additional Memory (where separately scalable)	Per GB					
High-Performance Storage	Per TB					
Standard / Archive Storage	Per TB					
Backup Capacity	Per TB Protected Data					
Disaster Recovery Capacity	Per TB Protected Capacity					
Network Bandwidth	Per 100 Mbps					
Additional Hosting / Platform Licence	Per Licence / Instance					

The fixed price schedule and the pre-priced capacity expansion rates must be quoted in South African currency and include value-added tax. Bidders must provide a clear pricing schedule detailing all service costs, including any applicable disbursement charges.

- Where an exact VM size is not available, bidders must quote a similar available VM size that meets or exceeds the specified vCPU and RAM and must disclose the actual vCPU/RAM configuration priced.

- The Bidder must complete the price proposal form for the contract period.
- The fixed cost schedule must represent the total committed cost of the approved baseline project and services over the five (5) year term. Capacity growth under the pre-priced rate card is non-guaranteed and will be payable only when formally approved, provisioned and activated in accordance with the contract.
- SBD 3.3 must align with the Bid Pricing Proposal and the fixed cost schedule. The pre-priced capacity expansion rate card forms part of the contractual pricing mechanism but does not constitute guaranteed expenditure.

12. RULES OF BIDDING / SPECIAL CONDITIONS OF CONTRACT

(a) The service provider will sign a non-disclosure agreement with the CF.
(b) The information of the Fund should not be shared with anyone.
(c) Access to the CF systems should not be shared with anyone.
(d) Compliance with departmental policies, processes and standards.
(e) The bid validity period is 120 calendar days starting from the closing date of the bid advertisement and any bidder not responding to extension of validity will be disqualified.
(f) The Fund will enter into a single contract with a single company for the delivery of the work set out in these terms of reference. It will be expected that the contracted company possess necessary expertise to render services set out in these terms of reference.
(g) Documents of subcontractors will not be considered for evaluation purposes.
(h) The service provider will be required to sign a non-disclosure agreement with the Fund.
(i) The information of the Fund must be treated with confidentiality.
(j) Compliance pin issued by SARS must be submitted by all South African companies submitting bids as part of a consortium or joint venture.
(k) Foreign company providing proposals must become familiar with local conditions and laws and take them into account in preparing their proposals.

(l) Bids must be submitted in South African Rands, on a fixed price basis.

(m) The cost of preparing bids and of negotiating the contract will not be reimbursed.

(n) The service provider must complete and submit the pre-priced capacity expansion schedule provided in Section 11 as part of its bid.

(o) The Fund is not bound to accept any of the bids submitted.

(p) The Fund reserves the right to withdraw or amend these terms of reference by notice in writing to all parties who have received the terms of reference.

(q) The Fund reserves the right to call interviews with short-listed bidders before final selection.

(r) The Fund reserves the right to negotiate price with the preferred bidder.

(s) The bidder may ask for clarification on these terms of reference up to close of seven (7) business days before the deadline for the submission of bids. Any request for clarification must be submitted in writing by email and will be replied to in writing by email. SCM.enquiries@labour.gov.za

(t) The Fund reserves the right to return late bid submissions unopened.

(u) The Fund reserves the right not to evaluate bids that are not submitted in the format specified in these terms of reference. Failure to submit the bids in the specified format may invalidate your bid.

(v) A company may not contact the Fund or any member of the bid committees on any matter pertaining to their bid from the time when bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any matter may result in rejection of the bid concerned.

(w) The deadline for submission of bids is 11h00 on the bid closing date.

(x) The required service must commence one week after the official order has been placed and contract signed.

(y) Incomplete tenders, late tenders and tenders received telegraphically or per facsimile will not be accepted.

(z) The personnel of the civil company shall adhere to the security regulations of the Fund. This entails issues like locking all valuables and computer equipment, removal of any computer equipment from the Department's premises.

(aa) A two-envelope system **MUST** be used, with one envelope containing only the price proposal and the other envelope containing the technical proposal, and all other tender documents.

TD Malatji Maharaj

i. The Compensation Fund will conduct pre-screening / vetting process of bidders before appointment of the successful bidder.

ii. Bids must be hand - delivered to:

ABSA Tower Building
Groubd Floor
230 Lilian Ngoyi Street
Pretoria,0001

Bids must be clearly marked:

i. Bid Number:
ii. Bid Description:
iii. Name of the institution: Department of Employment and Labour (Compensation Fund)
iv. Attention: Tenders and Contracts

13. GENERAL CONDITIONS OF CONTRACT

i. The General Conditions of Contract apply.

14. BRIEFING SESSION

A non-compulsory briefing session will be held virtually on 24 November 2026 at 10:00. Join: https://teams.microsoft.com/meet/3644052217081614?p=mmrbbPo46MoPD3JwUm
Meeting ID: 364 405 221 708 161 4
Passcode: GW3ox7LY

15. ENQUIRIES

SCM.Enquiries@LABOUR.gov.za

ANNEXURE - A
SAP Application & Database Workload Inventory

Supporting Annexure A to the Terms of Reference for the Appointment of a Service Provider for the Provisioning of Cloud Hosting Services for Compensation Fund Applications under PaaS and DRaaS
Department of Employment and Labour — Compensation Fund

1 Purpose

The Terms of Reference (ToR) require bidders to price cloud hosting, licensing, setup and migration services across a five-year term and to provide a breakdown of how the current solution will be hosted, indicating optimisations. This Annexure A serves as the current-state workload inventory supporting the pricing exercise.

It consolidates the SAP application and database inventories collected for the two Compensation Fund SAP landscapes referenced in the ToR's Scope of Work and Network Links requirements - the Legacy CF environment and the CompEasy (S/4HANA) environment - into a single per-instance costing baseline covering compute (vCPU), memory (RAM), and storage sizing for the currently inventoried environments (Production / QA / Development), together with the current High Availability, Disaster Recovery, and backup posture.

Bidders must use this Annexure A as the workload sizing basis for Section 11 of the ToR (Pricing Model / Fee Structure), specifically the Cloud Hosting Services, Workloads Migration, and WAN Links line items, and for the Cloud Workloads technical requirement in the Scope of Work.

2 CF - Legacy SAP Landscape

25 SAP application instances and 21 database instances across Production, QA, and Development.

2.1.1 Legacy SAP— Application Instances

Architecture note: Legacy CF is a standard single-host SAP installation - the application and database engine for each SID run on the same server. The vCPU, RAM, and Disk (GB) figures in the Application Inventory table below therefore already represent the full per-SID capacity, including the database engine. The separate Database Instances table records the database product and version for reference only and must not be added to the application-tier figures when sizing or costing.

No.	SAP SID	Environment	Instance Type	Application Version	Operating System	vCPUs / Cores	RAM (GB)	Storage (GB)
1	CPR	Production	Primary Application Server and DB	EHP4 FOR SAP CRM 7.0	Red Hat Enterprise Linux (RHEL) - 7.6	16	256	14000
2			Additional Dialog Instance		Red Hat Enterprise Linux	16	128	90

					(RHEL) - 7.9			
3			Additional Dialog Instance		Red Hat Enterprise Linux (RHEL) - 7.7	16	128	80
4	EPC	Production	Primary Application Server and DB	EHP6 FOR SAP ERP6.0	Red Hat Enterprise Linux (RHEL) - 7.6	20	256	34000
5			Additional Dialog Instance	EHP6 FOR SAP ERP6.0	Red Hat Enterprise Linux (RHEL) - 7.7	16	128	100
6	BPW	Production	Primary Application Server and DB	BW - NetWeaver 7.5 / SP21	Red Hat Enterprise Linux (RHEL) - 7.6	20	96	12000
7	PPE	Production	Primary Application Server and DB	GRC - NetWeaver 7.4 / SP12	Red Hat Enterprise Linux (RHEL) - 7.7	16	192	800
8	PIP	Production	Primary Application Server and DB	PI - NetWeaver 7.5 / SP17	Red Hat Enterprise Linux (RHEL) - 7.8	16	256	1000
9		Production	Additional Dialog Instance		Red Hat Enterprise Linux (RHEL) - 7.8	16	128	300
10	BOP	Production	Primary Application Server and DB	BO 4.3 /SP05	Windows Server - 2019	8	96	1200
11	SPA	Production	Primary Application Server and DB	Solution Manager 7.2	Red Hat Enterprise Linux (RHEL) - 6.9	24	96	1200
12	TPR	Production	Application Server	TREX Revision 7.10.67.00	Red Hat Enterprise Linux (RHEL) - 5.11	24	96	1200
	CPS	Production	Primary Application Server and DB	ContentserverVersion="640"				
13	CQR	Quality Assurance	Primary Application Server and DB	EHP4 FOR SAP CRM 7.0 / SP14	Red Hat Enterprise Linux (RHEL) - 7.9	16	128	6000
14	EQC	Quality Assurance	Primary Application	EHP6 FOR SAP ERP6.0	Red Hat Enterprise Linux	16	128	15500

			Server and DB		(RHEL) - 7.6			
15	BQW	Quality Assurance	Primary Application Server and DB	BW - NetWeaver 7.5 / SP21	Red Hat Enterprise Linux (RHEL) - 8.9	8	64	5000
16	PQE	Quality Assurance	Primary Application Server and DB	GRC - NetWeaver 7.4 / SP12	Red Hat Enterprise Linux (RHEL) - 7.9	8	64	500
17	PIQ	Quality Assurance	Primary Application Server and DB	PI - NetWeaver 7.5 / SP17	Red Hat Enterprise Linux (RHEL) - 7.9	8	32	600
18	TDR	Quality Assurance	Application Server	TREX Revision 7.10.67.00	Red Hat Enterprise Linux (RHEL) - 6.1	8	32	600
	CDS	Quality Assurance	Primary Application Server and DB	ContentserverVersion="640"				
19	BIQ	Quality Assurance	Primary Application Server and DB	BO 4.3 /SP05	Windows Server - 2019	8	192	800
20	CDR	Development	Primary Application Server and DB	EHP4 FOR SAP CRM 7.0 / SP14	Red Hat Enterprise Linux (RHEL) - 7.9	12	192	1000
21	EDC	Development	Primary Application Server and DB	EHP6 FOR SAP ERP6.0	Red Hat Enterprise Linux (RHEL) - 7.9	12	192	1800
22	BDW	Development	Primary Application Server and DB	BW - NetWeaver 7.5 / SP21	Red Hat Enterprise Linux (RHEL) - 8.9	8	64	1409
23	PDE	Development	Primary Application Server and DB	GRC - NetWeaver 7.4 / SP12	Red Hat Enterprise Linux (RHEL) - 7.9	12	192	600
24	PID	Development	Primary Application Server and DB	PI - NetWeaver 7.5 / SP17	Red Hat Enterprise Linux (RHEL) - 7.9	8	64	600
25	BID	Development	Primary Application Server and DB	BO 4.3 /SP05	Windows Server - 2019	16	96	600

2.1.2 Legacy SAP— DB Instances

No.	Related SAP SID	SAP Database Product	DB Version / Revision / SP Level	Operating System	OS Version / Service Pack	vCPUs / Cores	RAM (GB)	DB Size (GB)
1	CPR	Oracle	19.8	Red Hat Enterprise Linux (RHEL)	7.6	16	256	13312
2	EPC	Oracle	11.2.4.0	Red Hat Enterprise Linux (RHEL)	7.6	20	256	33792
3	BPW	Oracle	19.11	Red Hat Enterprise Linux (RHEL)	7.6	20	96	11716
4	PPE	Oracle	11.2.4.0	Red Hat Enterprise Linux (RHEL)	7.6	16	192	50
5	PIP	SAP ASE	16.0.03.08	Red Hat Enterprise Linux (RHEL)	7.8	16	256	880
6	CPS	SAP MaxDB	7.6.03	Red Hat Enterprise Linux (RHEL)	5.11	24	96	200
7	SPA	SAP ASE	16.0.02.06	Red Hat Enterprise Linux (RHEL)	6.9	24	96	750
8	BIP	SAP SQL Anywhere	17.0.11	Windows Server	2019	8	96	300
9	CQR	Oracle	19.8	Red Hat Enterprise Linux (RHEL)	7.9	16	128	4700
10	EQC	Oracle	11.2.4.0	Red Hat Enterprise Linux (RHEL)	7.6	16	128	15000
11	BQW	Oracle	19.11	Red Hat Enterprise Linux (RHEL)	8.9	8	64	4450
12	PQE	Oracle	11.2.4.0	Red Hat Enterprise Linux (RHEL)	7.9	8	64	50
13	PIQ	SAP ASE	16.0.03.08	Red Hat Enterprise Linux (RHEL)	7.9	8	32	120
14	CDS	SAP MaxDB	7.6..03	Red Hat Enterprise Linux (RHEL)	6.1	8	32	180
15	BIQ	SAP SQL Anywhere	17.0.11	Windows Server	2019	8	192	200
16	CDR	Oracle	19.8	Red Hat Enterprise Linux (RHEL)	7.9	12	192	450
17	EDC	Oracle	11.2.4.0	Red Hat Enterprise Linux (RHEL)	7.9	12	192	1150
18	BDW	Oracle	19.11	Red Hat Enterprise Linux (RHEL)	8.9	8	64	800
19	PDE	Oracle	11.2.4.0	Red Hat Enterprise Linux (RHEL)	7.9	12	192	40
20	PID	SAP ASE	16.0.04.03	Red Hat Enterprise Linux (RHEL)	7.9	8	64	50
21	BID	SAP SQL Anywhere	17.0.11	Windows Server	2019	16	96	200

** Legacy CF vCPU/RAM/storage totals are application-tier sizing only - database instances are co-located on the same host and are already included in the application inventory. DB Size (GB) values are actual database sizes and should be used for backup capacity planning*



3 CF - CompEasy SAP Landscape

23 SAP application instances and 15 database instances across Production, QA, and Development.

Architecture note: unlike the rest of the CompEasy landscape, the Solution Manager systems (SID CPA/CPJ in Production, CDA/CDJ in Development) are a single-host SAP installation, like Legacy CF — the application and database engine run on the same server. Their vCPU, RAM, and Disk (GB) figures in the Application Inventory table below therefore already include the database engine, so they are intentionally excluded from the Database Instances table to avoid double-counting.

The remaining CompEasy SIDs are genuinely two-tier: the application and database run on separate, dedicated hosts, so the Database Instances table below is additive to the Application Inventory above.

3.1.1 CompEasy — Application Instances

No.	SAP SID	Environment	Instance Type	Application Version	Operating System	vCPUs / Cores	RAM (GB)	Storage (GB)
1	CPI	Production	Primary Application Server	SAP S/4HANA 1709	Red Hat Enterprise Linux (RHEL) - 7 (x86_64)	40	440	600
2	CPI	Production	Additional Application Server	SAP S/4HANA 1709	Red Hat Enterprise Linux (RHEL) - 7 (x86_64)	40	440	600
3	CPF	Production	Primary Application Server	SAP AS ABAP FOR S/4HANA FRONTEND 7.52	Red Hat Enterprise Linux (RHEL) - 7 (x86_64)	16	128	600
4	CPE	Production	Primary Application Server	NetWeaver AS ABAP 7.52	Red Hat Enterprise Linux (RHEL) - 7 (x86_64)	4	15	600
5	CPX	Production	Primary Application Server	SAP AS ABAP 7.52 FOR S/4HANA FES	Red Hat Enterprise Linux (RHEL) - 7 (x86_64)	16	128	600
6	CPA	Production	Primary Application Server ABAP	Solution Manager 7.2	Red Hat Enterprise Linux (RHEL) -	8	62	500

	CPJ		Primary Application Server JAVA		7 (x86_64)			
7	CPN	Production	Primary Application Server	SAP Identity Management	Red Hat Enterprise Linux (RHEL) - 7 (x86_64)	4	47	500
8	CPD	Production	Primary Application Server	SAP Content Server	Windows Server - 2016	8	32	130
9	CPB	Production	Primary Application Server	SAP BusinessObjects	Windows Server - 2016	8	64	130
10	CQI	Quality Assurance	Primary Application Server	SAP S/4HANA 1709	Red Hat Enterprise Linux (RHEL) - 7 (x86_64)	16	96	400
11	CQF	Quality Assurance	Primary Application Server	SAP AS ABAP FOR S/4HANA FRONTEND 7.52	Red Hat Enterprise Linux (RHEL) - 7 (x86_64)	4	15	400
12	CQX	Quality Assurance	Primary Application Server	SAP AS ABAP FOR S/4HANA FRONTEND 7.52	Red Hat Enterprise Linux (RHEL) - 7 (x86_64)	4	15	400
13	CQE	Quality Assurance	Primary Application Server	SAP AS ABAP FOR S/4HANA FRONTEND 7.52	Red Hat Enterprise Linux (RHEL) - 7 (x86_64)	4	11	400
14	CQN	Quality Assurance	Primary Application Server	SAP AS ABAP FOR S/4HANA FRONTEND 7.52	Red Hat Enterprise Linux (RHEL) - 7 (x86_64)	4	15	400
15	CQD	Quality Assurance	Primary Application Server	SAP Content Server	Windows Server 2016	4	24	130
16	CQB	Quality Assurance	Primary Application Server	SAP BusinessObjects	Windows Server 2016	4	32	130
17	CDD	Development	Primary Application Server	SAP Content Server	Windows Server 2016	4	24	300
18	CDB	Development	Primary Application Server	SAP BusinessObjects	Windows Server 2016	4	32	130

19	CDN	Development	Primary Application Server	SAP Identity Management	Red Hat Enterprise Linux (RHEL) - 7 (x86_64)	4	15	300
20	CDA CDJ	Development	Primary Application Server and DB	Solution Manager 7.2	Red Hat Enterprise Linux (RHEL) - 7 (x86_64)	4	47	480
21	CDE	Development	Primary Application Server	SAP AS ABAP FOR S/4HANA FRONTEND 7.52	Red Hat Enterprise Linux (RHEL) - 7 (x86_64)	4	31	300
22	CDI	Development	Primary Application Server	SAP S/4HANA 1709	Red Hat Enterprise Linux (RHEL) - 7 (x86_64)	4	15	300
23	CDF	Development	Primary Application Server	SAP AS ABAP FOR S/4HANA FRONTEND 7.52	Red Hat Enterprise Linux (RHEL) - 7 (x86_64)	4	15	300

3.1.2 CompEasy — Database Instances

No.	SAP SID	Environment		Instance Type	SAP Database version	Operating System	vCPUs / Cores	RAM (GB)	DB Size (GB)
1	CPI CPF CPX	Production		Database	SAP HANA DB - 2.00.048.00	Red Hat Enterprise Linux (RHEL) - 7 (x86_64)	112	3094	7710
2	CPE	Production		Database	SAP ASE - 16.0.03.05	Red Hat Enterprise Linux (RHEL) - 7 (x86_64)	4	15	100
3	CPN	Production		Database	SAP ASE - 16.0.03.05	Red Hat Enterprise Linux (RHEL) - 7 (x86_64)	4	31	100
4	CPD	Production		Database	Microsoft SQL Server - 2016	Windows Server - 2016	8	7.9	42
5	CPB	Production		Database	Microsoft SQL Server - 2016	Windows Server - 2016	8	64	35
6	CQF CQX CQI	Quality Assurance		Database	SAP HANA DB - 2.00.048.00	Red Hat Enterprise Linux (RHEL) - 7 (x86_64)	112	3022	6300
7	CQE	Quality Assurance		Database	SAP ASE - 16.0.03.05	Red Hat Enterprise	4	11	100

						Linux (RHEL) - 7 (x86_64)			
8	CQN	Quality Assurance		Database	SAP ASE - 16.0.03.05	Red Hat Enterprise Linux (RHEL) - 7 (x86_64)	4	11	150
9	CQD	Quality Assurance		Database	Microsoft SQL Server - 2016	Windows Server -2016	4	16	130
10	CQB	Quality Assurance		Database	Microsoft SQL Server - 2016	Windows Server - 2016	4	32	130
11	CDD	Development		Database	Microsoft SQL Server - 2016	Windows Server - 2016	4	16	130
12	CDB	Development		Database	Microsoft SQL Server - 2016	Windows Server - 2016	4	32	130
13	CDI CDF	Development		Database	SAP HANA DB - 2.00.048.00	Red Hat Enterprise Linux (RHEL) - 7 (x86_64)	112	1007	1000
14	CDE	Development		Database	SAP ASE - 16.0.03.05	Red Hat Enterprise Linux (RHEL) - 7 (x86_64)	4	11	60
15	CDN	Development		Database	SAP ASE - 16.0.03.05	Red Hat Enterprise Linux (RHEL) - 7 (x86_64)	4	11	60

Note: DB Size (GB) values are actual database sizes and should be used for backup capacity planning.

3.1.3 Costing:

The table below summarises the AS-IS environment and the Day-1 Minimum Baseline Capacity for the currently inventoried workloads. The Day-1 figures are the minimum platform-ready capacity required to commence migration and must be used for pricing.

	AS-IS			Day-1 Minimum Baseline - Year 1		
	vCPU	RAM (GB)	Storage (GB)	vCPU	RAM (GB)	Storage (GB)
Legacy	348	3296	100979	400	3400	110000
CompEasy	604	9116	24908	700	10000	26000
Total	**952**	**12412**	**125887**		13400	136000
					Staging Storage (Migration)	100000
					Temp Backup Storage (Migration)	**300000**

For pricing purposes, the Day-1 Minimum Baseline Capacity figures in this Costing section are authoritative and must not be recalculated by applying a percentage uplift to the AS-IS figures. Where an exact cloud VM size is unavailable, bidders must

TD Malatji

provision a similar available VM sizes that meets or exceeds the specified vCPU and RAM and must disclose the actual configuration priced.
Please note:
The Day-1 summary figures cover the inventoried Production, Quality Assurance and Development workloads. The Pre-Production/Test environment required by the ToR must be provisioned at the same size as Production, using the Production workload rows in this Annexure as the sizing basis, and must be included in the fixed recurring PaaS price. It is not included in the Day-1 summary totals below.
Staging storage (100 TB) and temporary backup storage (300 TB) are temporary migration requirements. Their costs must be included in the fixed once-off migration cost and must not be included in the recurring five-year PaaS baseline.

Day-1 Current Workload CPU	1100
Day-1 Current Workload RAM	13.4 TB
Day-1 Current Workload APP+DB Storage	136 TB
Temporary Staging Storage (Migration Only)	100 TB
Temporary Backup Storage (Migration Only)	300 TB

4 ABBREVIATIONS

Term	Description
DEL	Department of Employment and Labour
CF	Compensation Fund
PaaS	Platform as a Service
DRaaS	Disaster Recovery as a Service
OEM	Original Equipment Manufacturer
SDN	Software-Defined Networking
SP	Service Provider
SLA	Service Level Agreement
CSD	Central Supplier Database
POPIA,	Protection Of Personal Information Act
PAIA,	Promotion of Access to Information Act
MISS	Minimum Information Security Standards

SBD 3.3

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:..... BID NO: **TCF 05: 2026/27**

CLOSING TIME: **11:00 am** CLOSING DATE**: 09 December 2026**

OFFER TO BE VALID FOR **120 CALENDAR DAYS** FROM THE CLOSING DATE OF BID.

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

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R……...……...

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION HOURLY RATE DAILY RATE DAILY RATE

---------- R---------- ----------

---------- R---------- ----------

---------- R---------- ----------

---------- R---------- ----------

---------- R---------- ----------

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

---------- R---------- -------
-----days

---------- R---------- -------
-----days

---------- R---------- -------
-----days

---------- R---------- -------
-----days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT

TOTAL:
R.....

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

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT

TOTAL:
R.....

6. Period required for commencement with project after acceptance of bid……

7. Estimated man-days for completion of project
……..

8. Are the rates quoted firm for the full period of contract?
*YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
……..

……..
……..

…….

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

SCM.enquiries@labour.gov.za

SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

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

2.3.1 If so, furnish particulars:

……
……

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

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification**.**

3 GENERAL DECLARATION

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

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

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

…… ……
Signature Date

…… ……...
Designation Name of bidder

SBD 6.1

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

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

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

---

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 90/10 preference point system.

b) 90/10 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

$$Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which

states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Promotion of Women owned enterprises	**4**			
Promotion of enterprises owned by people with disability	**1**			
Promotion of enterprises owned by youth	**3**			
Promotion of local enterprises	**2**			
Total	**10**			

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation

- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

……..

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……..

DATE: ……

ADDRESS: ……

……

……

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- **The General Conditions of Contract will form part of all bid documents and may not be amended.**

- **Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.**

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions 1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 “Day” means calendar day.

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

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

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

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

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

1.25 "Written" or "in writing" means handwritten 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, 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 supplies, 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 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X 85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

7. Performance security

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

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

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

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

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

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 supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or organization acting on behalf of the Department.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department

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

8.6 Supplies 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 supplies may on or after delivery be inspected, tested or 8 analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies 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 supplies which do comply with the requirements of the contract.Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies 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 23 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, specified in SCC, and in any subsequent instructions ordered by the purchaser

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

14.1 As specified in SCC, 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 those 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 in SCC.

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 in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take 10 such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's 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 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies 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 his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

(a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) If the Supplier fails to perform any other obligation(s) under the contract; or

(c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority actively associated.

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination

will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

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

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

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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

(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(a) The purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

(a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation

34. Prohibition of Restrictive practices

34.1 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 (or bid rigging).

34.2 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 the Competition Act No. 89 of 1998.

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