

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER: LPT 003/2025		CLOSING DATE: 05 DECEMBER 2025		CLOSING TIME: 11H00	
DESCRIPTION: SUPPLY, INSTALL AND CONFIGURE THREE (3) SUPER SERVERS AND ONE (1) COMPONENT (ONCE OFF)					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
LIMPOPO PROVINCIAL TREASURY					
46 HANS VAN RENSBURG					
POLOKWANE					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MAPHANGA T.H		CONTACT PERSON	THETHWAYO P.M	
TELEPHONE NUMBER	015 298 7055		TELEPHONE NUMBER	015 298 7049	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Maphangath@treasury.limpopo.gov.za		E-MAIL ADDRESS	Thethwayopm@treasury.limpopo.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 OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

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, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

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PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number: LPT 003/2025
Closing Time 11H00	Closing date: 05 December 2025

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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-
- Required by:
 - At:
 - Brand and model
 - Country of origin
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
*Delivery: Firm
 - Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

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BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 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	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

80/20 or 90/10

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed. (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black people ownership ≥ 51%	N/A	7	N/A	
Woman ownership ≥ 51%	N/A	6	N/A	
Persons with disabilities ownership ≥ 51%	N/A	2	N/A	
Youth ownership ≥ 51%	N/A	3	N/A	
Locality – business / company based within a specific region (Limpopo) i.e. Municipal account/ address confirmation from Local Authority/ Lease agreement)	N/A	2	N/A	

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]

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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:

.....

.....

.....

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LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

PROVINCIAL TREASURY

TERMS OF REFERENCE

**THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, INSTALL AND
CONFIGURE THREE (03) SUPER SERVERS AND ONE (01) STORAGE
COMPONENT AT LIMPOPO PROVINCIAL TREASURY (ONCE OFF)**

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LIST OF ACRONYMS

AO	Accounting Officer
CIPC	Companies & Intellectual Property Commission
CSD	Centralized Supplier Database
LPT	Limpopo Provincial Treasury
NT	National Treasury
OEM	Original Equipment Manufacturer
SARS	South African Revenue Services
SBD	Standard Bidding Document
SITA	State Information Technology Agency
SCM	Supply Chain Management
SLA	Service Level Agreement
ToR	Terms of References
VAT	Value-added Tax

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1. INTRODUCTION

LPT needs to source the appointment of a service provider to supply, install and configure three (03) super servers and one (01) storage component. The purpose of this ToR is to provide the potential bidders with the specification requirements.

2. SPECIFICATION AND MANDATORY REQUIREMENTS

2.1 Each of the three (03) x Servers should contain the following:

Item No	Description	
2.1.1	Processor:	Intel Xeon Gold- 624OR2 (2,4GHZ/24 – core165W) or equivalent
2.1.2	Number of Processors:	2
2.1.3	Memory:	1TB (16 X 64GB or 32 x 32Gb) DIMMs, Quad Rank x4 DDR4-2933
2.1.4	Network Controller:	Embedded 4X1GB, plus Ethernet 10GB 2-port FLR-T BCM957416 Adapter
2.1.5	Storage Controller:	Smart Array P408i-a SR 12GB SSD Expander Card Kit 96w Smart Storage Lithium –ion battery or equivalent
2.1.6	Hard drives (standard):	2* 300GB SAS 12GB Enterprise 10K SFF (2.5in) SC and 24 * 2.4TB per server SSD 12GB Enterprise 10K SFF (2.5 in) SC (6x 300G and 72 x 2.4TB SSD)
2.1.7	Storage space:	Each server must accommodate minimum 40TB usable storage space
2.1.8	Two Controller:	Must support RAID 6 for 2.4TB hard drive and RAID 1 for the 300GB
2.1.9	PCI-Express Slots:	6 PCIe slots
2.1.10	Energy Star:	Meets Energy Star Requirements
2.1.11	Form Factor:	2u small form factor easy install rails kit
2.1.12	Power Supply:	(2) 800W Flex Slot Platinum hot plug low halogen power supply kit
2.1.13	Power Cords:	C13-C14 WW 250v 10Amp 2.0m Jumper cord

2.1.14	Fans:	6 Hot plug fans, redundant
2.1.15	Fiber Card for backup single dual-port card	
2.1.16	Management:	iLO Management (standard), Intelligent Provisioning (standard), iLO Advanced (standard), OneView (optional) or equivalent
2.1.17	Warranty:	Three (3) year Server Warranty plus two (2) year extended warranty (Total 5-year warranty)

2.2 The one (01) x storage should contain the following:

Item No	Description	
2.2.1	Dual- Controller Unit 1, Storage Controller Enclosure x 1 unit	
2.2.2	Expanding Interface Module, 4port 1Gb ETH I/O module (Base-T), 2 per storage	
2.2.3	Storage:	Each storage must accommodate usable storage of minimum 130 TB
2.2.4	Port 1 Gb FC I/O Module (Base-T)	
2.2.5	Port 8 Gb FC I/O module, Port 8Gb FC I/O module 1 per storage	
2.2.6	Disk Components:	4 TB 7.2K RPM NL SSD Disk Unit (3.5) 50 per storage x 4TB = 200TB
2.2.7	Disk Enclosure:	4U, AC, 35" Expanding Module 50
2.2.8	Disk Slots, without Disk unit. 2 per storage	
2.2.9	Installation Material:	Patch Cord, DLC /PC, DLC/PC, Multimode 10m; A1b,2mm, 8 per storage
2.2.10	High Speed Cable, Mini SSD HD Cable, 5M (SFF 644 Plug), Indoor use 8	
2.2.11	High Speed Cable, Mini SSD HD cable, 5M, (SFF 8644 PLUG), (26AWG*4P*2B(S)), (SFF8644 Plug), Indoor use. 1 per storage	
2.2.12	FC HBA (2 port FC HBA) 2 per storage	
2.2.13	Form Factor:	2u small form factor easy install rails kit
2.2.14	System Software:	Basic Software License for Block (Include Device Management, SmartThin, SmartMulti-tenant Smart-

		Migration, Smart Erase, SmartMotion, Ultrathin, Cloud Service) De-duplication or equivalent
2.2.15	The storage must support Hybrid installation	
2.2.16	Warranty:	Three (3) year Storage Warranty plus two (2) year extended warranty (Total 5-year warranty)

2.3 It will be expected from the service provider to attach a letter from the Original Equipment Manufacture (i.e. OEM) to prove that the company is an approved reseller and authorised to provide support of product offered to LPT or if the owners themselves bid, a certificate is required. **Failure to submit the OEM letter or certificate will result in the supplier's quotation to be viewed as incomplete and therefore be disqualified.**

2.4 Official brochures and information pamphlets of the equipment, as published by the manufacturer regarding all specifications must be submitted with the quotation. **Failure to submit official brochures and information pamphlets will result in the supplier's quotation to be viewed as incomplete and therefore be disqualified.**

2.5 The service provider **must** provide LPT with a working solution.

2.6 LPT will be responsible for providing the Microsoft licenses.

3. EVALUATION CRITERIA

Bids will be evaluated in accordance with the prescripts of the Preferential Procurement Regulations of 2022 and Provincial Treasury SCM policies.

- Responsive bids will be evaluated on the 80/20 principle.
- Evaluation of bids will be conducted in three (3) phases as follows:

3.1 Phase 1: Administrative Compliance

3.1.1 Bidders will be evaluated according to the following administrative requirements, failure to comply with the conditions will invalidate the offer:

- Bidders must not change/amend the specification or come up with their own terms and conditions.
- Bids from persons in the service of the state.
- Bidders must ensure the full completion of the SBD 4 document and give special attention on 2.3, failure to disclose ALL the companies under the directors on CSD will lead to disqualification.

- Bidders quotation must be on a company letterhead.

3.1.2 All documents inclusive of supporting documentation requested in terms of the bid document requirements must be submitted and signed off where required.

3.1.3 Bidders are also required to comply with the following administrative requirements: -

- ✓ Price(s) quoted must be valid for hundred and twenty (120) days from date of offer.
- ✓ Price(s) quoted must be firm and must be inclusive of VAT.
- ✓ General Conditions of Contract can be found on the Provincial/NT Website.

3.2 Phase 2: Mandatory Requirements

Supplier must be registered and accredited as per the SITA RFB 2003/2014 contract, in the region of Limpopo under servers and storage.

3.3 Phase 3: Preference points and Price

The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable in terms of the Preferential Procurement Framework Act, 2005 (Act No.5 of 2000) and its regulations.

Preference points shall be allocated as follows: -

Folio No.	Criteria	Points
1.	Price	80
2.	Specific Goals	20
TOTAL		100

3.3.1 Preference Point Table

Preference points to be allocated as follows:	Points allocation	Means of Verification
Black people ownership \geq 51 %	7	CSD and/or copy of company registration document

Women ownership ≥ 51 %	6	CSD report
Persons with disabilities ownership ≥ 51%	2	CSD and Medical certificate from a recognized Medical Practitioner
Youth ownership ≥ 51 %	3	CSD Report
Locality – business/company based within a specific region (Limpopo)	2	Proof of Local Address (Proof of Local Address/ Proof of Municipal Rates and Taxes/ Valid Lease Agreement or Letter of Tribal Authority

3.3.2 Price

3.3.2.1 80/20 Preference Point System

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

80/20

or

90/10

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

3.4 Failure to comply with the following will result in preference points not being awarded:

- Bidders are required to duly complete SBD 6.1 and attach proof/means of verification as required (Proof of Local Address/ Proof of Municipal Rates and Taxes/ Valid Lease Agreement or Letter of Tribal Authority not older than three (3) months), failure to complete and submit documentation will lead to non-allocation of preference points.
- Persons with disabilities ownership ≥ 51%, are required (compulsory) to submit a medical certificate from a recognized Medical Practitioner, failure to submit the means of verification will lead to non-allocation of preference points.

4. SPECIAL CONDITION OF CONTRACT

The service provider must be registered and accredited by the SITA, RFB 2003/2014: Transversal contract for the provision of servers, storage, related equipment and services – for SITA and all government departments for a period of three (03) years.

Service Provider must be registered under the list of accredited service providers to supply and deliver servers and storage in the Region (Limpopo).

4.1 Bidder's own terms and conditions or qualifications of bid

This document contains the terms and conditions of this bid, and bidders must not change/amend the specification or come up with their own terms and conditions.

4.2 Reservation of Rights

4.2.1 LPT reserves the right to –

- a) request further information or document (s) from any bidder after closing date;
- b) Communicate only with the shortlisted bidders as and when necessary;
- c) Verify information and documentation of respective bidder from the NT CSD system, SARS, CIPC, NT or any other relevant entity or visit the premises of the bidder at any time without notice. Any information received which does not correspond with the one provided in the bid document will render the bid null and void;
- d) negotiate the final price;

4.3 Bid Acceptance

The potential bid offer will be accepted subject to the condition that the bidder will deliver within sixty (60) calendar days upon receipt of the Purchase Order, Failure to deliver within the specified delivery period may result in cancellation of an Order.

4.4 Termination of Contract

4.4.1 LPT reserves the right to disregard a bid or cancel the contract with the winning bidder if the bidder, –

- a) has failed to comply with any legal or policy requirement that the bidder must comply with in order to enter into a valid contract with LPT, including but not limited to any public servant constituting or in the employ of the winning bidder

not having the necessary permissions or authorization in terms of the Public Service Act, or not having made the necessary financial disclosures to the employer or not having declared any or all interests in the bid documents;

- b) has acted in a fraudulent manner or in bad faith or in any other unsatisfactory manner in obtaining any other contract with any other state institution, government department, provincial administration or public entity;
- c) after notification of bid acceptance, either fails, refuses or neglect or causes delays in signing of the contract or service level agreement;

4.4.2 LPT may immediately terminate the contract without any notice if any of the following circumstances occur or exist: If the bidder –

- a) commits an act of misconduct or technical incompetence.
- b) commits or participates in any unlawful, dishonest, or unethical act in the performance of its obligations under this contract; or breaches this contract.

4.4.3 LPT may cancel the contract, if it is satisfied that any person (being an employee, partner, director or shareholder of the bidder or a person acting on behalf of the bidder), firm or company (The expression “person, firm or company” shall include an authorized employee or agent of such a person, firm, or company):

- a) is executing a contract with the government unsatisfactorily.
- b) has offered, promised, or given a bribe or other gift or remuneration to any officer or employee in the Public Service in connection with obtaining or executing a contract.
- c) has acted in a fraudulent manner or in bad faith or in any other unsatisfactory manner in obtaining a contract with any government department, provincial administration, public body, company, or person, or that he/she has managed his/her affairs in such a way that he/she has in consequence there-of been found guilty of a criminal offence.
- d) has approached an officer or employee in the Public Service before or after bids have been called for, to influence the award of the contract in his/her favour;
- e) has withdrawn or amended his/her bid after the time set for the receipt and opening of bids.

- f) when advised that his/her bid has been conditionally accepted, has given notice of his/her inability to execute or sign the contract or to furnish any security required.
- g) has disclosed to any other person, firm or company the exact or approximate amount of his/her proposed bid except where disclosure, in confidence, was necessary to obtain insurance premium quotations for the preparation of the bid;
- h) LPT may, in addition to any other legal recourse which it may have, cancel the contract between LPT and such person, firm or company and /or resolve that no bid from such a person, firm or company will be favourably considered for a specific period.

4.5 Conflict of Interests

Bidders must not have or undertake duties or interests that create or might reasonably be anticipated to create an actual or perceived conflict with its duties and interests in executing the contract. Bidders must have internal control measures in place to identify potential conflicts and to bring them to the attention of LPT.

4.6 Costs incurred by bidder

LPT will not be responsible for or pay any expenses or losses which may be incurred by the bidder in the preparation and submission of its bid.

4.7 Bid binding

All written information, warranties and representations made by or on behalf of the bidder before conclusion of the contract are binding upon the bidder and are deemed to have induced LPT to enter into this contract.

4.8 Liability

The bidder is responsible and liable for-

- a) the conduct, acts and omissions of the bidder and/or agents or representatives.
- b) injury to any person, theft, loss, or damage suffered by LPT, which is occasioned by any unauthorized act, omission, negligence, breach of this contract or breach of any statutory duty by the bidder or its employees, agents, or representatives of the bidder. Under such circumstances, the bidder must,

at its own expense, make good the loss or damage on demand and on the terms of LPT.

4.9 Intellectual Property Rights

Copyright to all inventions and innovations developed using the products and methodologies offered by the bidder shall be vested in the Limpopo Provincial Administration and in the State in general. Copyright, patent rights and all similar rights in any works or products created as a result of the execution of this bid and its assignments shall vest in and are hereby transferred to the LPT, unless the contrary is agreed to in the form of individual written agreements signed by the bidder and the AO of LPT or his/her delegate. For this purpose, all works created in terms of this bid and its assignments shall be deemed to have been created under the direction and control of LPT.

4.10 Bidder conduct

Bidders must –

use and adopt reasonable professional techniques and standards in providing the service;

- a) provide services with all due care, skill, and diligence.
- b) comply with all industry best practices and standards issued or published by any provincial or national governing body, council or organization;
- c) not in the process of fulfilling its obligations in terms of this contract, use any labour or intellectual capacity of any employee of the state, including employees of the LPT, for remunerative purposes, unless such employee has the necessary written authorization.
- d) By bidding, the bidder is deemed to have satisfied itself regarding all conditions affecting this contract and must at all times comply with the manifest intent and obligations of this contract.

5. ACCEPTANCE OF BID

5.1 Central Supplier Database registration

The bidder should be registered on the NT CSD. It remains the responsibility of the bidder to remain Tax compliant for the duration of the contract.

5.2 Appointment

Should the bid be accepted, LPT will issue a written letter of acceptance and in addition, a formal agreement will be entered between LPT and the appointed bidder.

6. COSTING OF THE PROJECT

6.1 Bid price must be in South African Rand including VAT, and any other additional cost.

6.2 Bidders must prepare a breakdown of the quotation to show equipment cost, Installation and configuration cost as well as warranty signed by the authorized signatory;

- i. Should there be a discrepancy between the prices in the schedule and the total price indicated on the bid form, LPT will consider the total price on the price quotation.

6.3 Any additional expenditure incurred by the bidder without prior approval of LPT will not be reimbursed.

6.4 The contract price must remain fixed/firm for the duration of the contract.

6.5 It is the responsibility of the bidder to consider all costs and all possible escalations when compiling bid prices. Once the bid is awarded no price escalations or variations will be done prior to the approval of the AO.

7. PAYMENT CONDITIONS

7.1 Invoices and payments

7.1.1 LPT will not make payment to the bidder in the event the bidder fails to satisfactorily perform any of its obligations in terms of this contract.

7.1.2 The bidder must submit an invoice for payment to be processed. All the ToR conditions in terms of the scope, reporting and timelines etc. should be met upon submitting an invoice to LPT.

7.1.3 The LPT shall be responsible for effecting payments within thirty (30) days upon submission of invoice by the bidder and only after confirmation of the services rendered by the relevant Directorate.

7.1.4 No interest shall be payable in the event of a dispute nor accrue on any payments due during a period of dispute.

7.1.5 No advance payments will be made for the execution of this project.

7.1.6 Payments will be made by an electronic transfer, into the bidder's Bank Account as appeared on the verified CSD report of that bidder and invoice.

8. PROTECTION OF GOVERNMENT INFORMATION

8.1 The bidder hereby agrees and undertakes to abide by and to adhere to government legislation, regulations and directives dealing with the protection of government information as if such legislation, regulations, and directives are applicable to the bidder.

8.2 The reasonable steps shall be taken to ensure that persons under the management of the bidder who will be engaged in the fulfilment of the bidder's contractual obligations are aware of these statutory requirements,

8.3 The statutory stipulations will continue to apply to them even after termination of the contract or agreement or termination of their services with the bidder.

9. CONFLICT OF INTEREST, FRAUD AND CORRUPTION

The LPT may disqualify any bidder which –

- a) engage in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b) seeks assistance, other than assistance officially provided by a Government Institution, from any employee, advisor or other representative of a Government Institution in order to obtain any unlawful advantage in relation to procurement of services provided or to be provided to a Government Institution;
- c) makes or offers any gift, gratuity, anything of any value or other inducement, to any Limpopo Provincial Administration, directors, employees, advisors, or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Limpopo Provincial Administration;
- d) accept anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement of services provided or to be provided to a Limpopo Provincial Administration;
- e) pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift, or any other consideration, that is contingent upon or result

from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Limpopo Provincial Administration.

- f) has in the past engaged in any matter referred to above; or
- g) has been found guilty in court of law on charges of fraud and /or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member of director's name not specifically appearing on the list of Tender Defaulters kept at NT.

10. BID VALIDITY PERIOD

The bid will be valid for a period of hundred and twenty (120) days.

11. COMPLETION OF BID DOCUMENTS

The following are minimum requirements for completion of the bid documents: -

11.1 Bidders are required to complete the entire bid document in terms of the requirements contained herein.

11.2 Bid documents, certificates, and all forms required by this bid must be completed in black ink and signed by the authorized signatory.

11.3 Bidder to sequentially number, index all pages submitted in the bid document and attachments.

11.4 Bidders shall ensure that there are no missing or duplicated pages. LPT shall not accept liability regarding claims by bidders that pages are missing or duplicated.

11.5 Use of correction fluid is not allowed and any cancellation, alteration or amendment on the bid document must be signed for by the authorized signatory.

11.6 Completed bid document with supporting documents shall be packaged, sealed, marked, and submitted strictly as stipulated in this bid document.

12. GENERAL

All documents, including binders, submitted in response to this bid will become the property of the LPT.

13. SIGNING OF THE CONTRACT AND/OR SERVICE LEVEL AGREEMENT

The bid will be awarded on condition that the successful bidder signs the contract and/or SLA with LPT based on the contents of this document, bid offer and letter of award.

14. SUBMISSION OF DOCUMENTS, BRIEFING SESSION, AND CLOSING DATE

- Please note, it is mandatory that bid documents must be submitted, completed, and signed.
- **No briefing session will be held.**
- Closing date of the bid is on the **05 December 2025** at 11h00