



civilian secretariat for police service

Department:
Civilian Secretariat for Police Service
REPUBLIC OF SOUTH AFRICA

BID NO CSPS01/2025-2026: THE APPOINTMENT OF A QUALIFIED AND EXPERIENCED SERVICE PROVIDER TO DESIGN, IMPLEMENT, AND SUPPORT A CLOUD-BASED DISASTER RECOVERY (DR) AND BUSINESS CONTINUITY (BC) SOLUTION FOR THE CIVILIAN SECRETARIAT FOR POLICE SERVICE (CSPS) FOR A PERIOD OF THREE (3) YEARS.



**civilian secretariat
for police service**

Department:
Civilian Secretariat for Police Service
REPUBLIC OF SOUTH AFRICA

Private Bag X922, PRETORIA, 0001 268 Lilian Ngoyi Street, Fedsure Forum Building, 2nd Floor,
PRETORIA, Tel: (012) 493, Fax (012) 393 2536/8, WEB: www.nationalsecretariat.gov.za

YOU ARE HEREBY INVITED TO BID TO THE CIVILIAN SECRETARIAT FOR POLICE SERVICE

BID NUMBER: CSP01/2025-2026
CLOSING TIME: 11:00

CLOSING DATE: 15 May 2025

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION.

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find SBD1, SBD2, SBD3.3, SBD4, SBD6.1, General Contract Conditions (GCC) and Terms of Reference (TOR).
3. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
4. The attached forms **must** be completed in detail and returned with your bid. Each bid document must be submitted in a separate sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. **Failure to complete and sign SBD1, SBD3.3, SBD4 and SBD 6.1 will automatically disqualify your bid.**
5. The bid **must be deposited into the tender box** situated in the entrance of the Civilian Secretariat for Police Service, 268 Lilian Ngoyi Street, Fedsure Forum Building, 2nd Floor, Pretoria

Yours faithfully

MR K.R SEBE
DEPUTY DIRECTOR: DEMAND AND ACQUISITION MANAGEMENT
DATE: 11/04/2025

A. BACKGROUND

The Civilian Secretariat for Police Service (CSPS) is an institution responsible for conducting civilian oversight over the police service. The CSPS derives its mandate from the Constitution of the Republic of South Africa, Act 108 of 1996. The CSPS operates directly under the Minister of Police.

Civilian Secretariat for Police Service is situated at:

268 Lillian Ngoyi Street
Fedsure Forum Building
2nd Floor
Pretoria
0001

**SBD1 PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	CSPS01/2025-2026	CLOSING DATE:	15 May 2025	CLOSING TIME:	11:00AM
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DESCRIPTION	BID NO CSPS01/2025-2026: THE APPOINTMENT OF A QUALIFIED AND EXPERIENCED SERVICE PROVIDER TO DESIGN, IMPLEMENT, AND SUPPORT A CLOUD-BASED DISASTER RECOVERY (DR) AND BUSINESS CONTINUITY (BC) SOLUTION FOR THE CIVILIAN SECRETARIAT FOR POLICE SERVICE (CSPS) FOR A PERIOD OF THREE (3) YEARS.
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO	TECHNICAL ENQUIRIES MAY BE DIRECTED TO:
---	--

CONTACT PERSON		CONTACT PERSON	
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS		E-MAIL ADDRESS	

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"/> NO					<input type="checkbox"/> YES
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> NO					<input type="checkbox"/> YES
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"/> NO					<input type="checkbox"/> YES
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> NO					<input type="checkbox"/> YES
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
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:

B. SBD 3.3

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.:
CSPS01/2025-2026	
CLOSING TIME 11:00	CLOSING DATE: 15 May 2025

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

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

BID PRICE IN RSA CURRENCY
** (ALL APPLICABLE TAXES INCLUDED)

Once off DR Implementation charges (Non-Recurring)

DESCRIPTION	Fee
Project Management	R.....
DR design and set up	R.....
Testing and implementation	R.....
Training	R.....
Other charges	R.....
TOTAL	R.....

Recurring Charges (List all items)

ITEM DESCRIPTION	Year 1	Year 2	Year 3
	R.....	R.....	R.....
TOTAL	R.....	R.....	R.....

Grand Total

Total Cost	36 Months
Total Non-Recurring Cost (Once Off)	R.....
Total Recurring Cost	R.....
VAT 15%	R.....
GRAND TOTAL	R.....

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

2. Period required for commencement with project after acceptance of bid.....

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

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

.....

Any enquiries regarding bidding procedures may be directed to the –

OFFICE OF THE CIVILIAN SECRETARIAT FOR POLICE SERVICE
 PRIVATE BAG X922
 PRETORIA
 0001

Bid administration enquiries

Mr. M. Ralinala/ Ms. LN Mokoena (012) 493-1373 / 1368 / 1366

Email: Lena.Mokoena@csp.gov.za / Mashudu.Ralinala@csp.gov.za

Or for technical information –

Mr. MC. Lephale: (012) 493-1412,
 Email: Clement.Lephale@csp.gov.za

C. SBD 4

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 with any person who is

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.

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 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

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.

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

D. 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

(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	80.00
SPECIFIC GOALS	20.00

- 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:

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprises with ownership of 51% or more by person(s) who are black person(s)	10	
Enterprises with ownership of 51% or more by person(s) who are Women	5	
Enterprises with ownership of 51% or more by person(s) who are Youth	3	
Enterprises with ownership of 51% or more by person(s) who are Disabled	2	
Total Points	20	

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:

E. GENERAL CONDITIONS OF CONTRACT

The purpose of this Annexure 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

1. DEFINITIONS

1.1. The following terms shall be interpreted as indicated:

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

1.3. "**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.

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

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

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

1.7. "**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.

1.8. "**Day**" means calendar day.

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

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

1.11. "**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.

1.12. "**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.

1.13. "**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.

1.14. "**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.

1.15. **"GCC"** means the General Conditions of Contract.

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

1.17. **"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.

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

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

1.20. **"Order"** means an employee written order issued for the supply of goods for works or the rendering of a service.

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

1.22. **"Purchaser"** means the organization purchasing the goods.

1.23. **"Republic"** means the Republic of South Africa.

1.24. **"SCC"** means the Special Conditions of Contract.

1.25. **"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.

1.26. **"Written"** or "in writing" means handwritten in ink or any form of 96 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 State Tender Bulletin. The State Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.employee.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

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:

7.3.1. 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

7.3.2. 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 an organization acting on behalf of the Department.

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

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

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

16. PAYMENT

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

17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized 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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. DELAYS IN THE SUPPLIERS 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 local authorities.

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 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 and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for

any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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
b.the purchaser shall pay the supplier any monies due the supplier.

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

28. LIMITATION OF LIABILITY

28.1. 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.

28.2. 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 is exchanged by the parties shall also be written in English.

30. APPLICABLE LAW

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

TERMS OF REFERENCE FOR BID NO CSPS01/2025-2026: THE APPOINTMENT OF A QUALIFIED AND EXPERIENCED SERVICE PROVIDER TO DESIGN, IMPLEMENT, AND SUPPORT A CLOUD-BASED DISASTER RECOVERY (DR) AND BUSINESS CONTINUITY (BC) SOLUTION FOR THE CIVILIAN SECRETARIAT FOR POLICE SERVICE (CSPS) FOR A PERIOD OF THREE (3) YEARS

A. ABBREVIATIONS

BC	Business Continuity
CSPS	Civilian Secretariat for Police Service
DC	Datacentre
DB	Database
DR	Disaster Recovery
ICT	Information and Communication Technology
IP	Internet Protocol
MPLS	Multiprotocol Label Switching
SIEM	Security Information and Event Management
SLA	Service Level Agreement
TOR	Terms of Reference
VMs	Virtual Machines
VPN	Virtual Private Network
SR	Service Request
RPO	Recovery Point Objective
RTO	Recovery Time Objective

1. BACKGROUND

- 1.1 The **Civilian Secretariat for Police Service (CSPS)** is mandated to provide strategic policy advice, enhance civilian oversight of the South African Police Service (SAPS), and ensure the effective implementation of policing policies. The CSPS derives its mandate from the Constitution of the Republic of South Africa, Act 108 of 1996. The CSPS operates directly under the Minister of Police.
- 1.2 As a key institution in the security cluster, CSPS relies on Information and Communication Technology (ICT) systems to support its operations, facilitate communication, and ensure efficient service delivery.
- 1.3 To safeguard the ICT infrastructure and ensure the continuity of critical services, CSPS requires a Cloud-based Disaster Recovery (DR) and Business Continuity (BC) solution. This solution will enhance the Department's resilience by providing secure, scalable, and highly available disaster recovery capabilities, ensuring rapid recovery in the event of a system failure, cyber incident, natural disaster or other unforeseen disruptions. A **cloud-based approach** offers flexibility, cost efficiency, and improved data protection, aligning with modern best practices for ICT continuity and resilience.
- 1.4 The purpose of this Terms of Reference (TOR) is to appoint a qualified service provider to design, implement, and manage a cloud-based DR and BC framework tailored to the operational and regulatory needs of CSPS.
- 1.5 **The appointed service provider will be required to:**
 - 1.5.1 Conduct a Business Impact Analysis (BIA) by identifying critical ICT services, dependencies, and potential risks to inform the DR and BC strategy.
 - 1.5.2 Design and Implement a Cloud-Based DR Plan by developing a scalable solution with defined Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) to ensure minimal downtime.

- 1.5.3 Establish a Cloud-Based BC Plan by ensuring seamless access to critical business applications and data during disruptions.
- 1.5.4 Deploy a Secure Offsite Backup and replication strategy by utilizing cloud storage and redundancy mechanisms to protect and recover Departmental data.
- 1.5.5 Conduct DR and BC testing and validation through the implementation of regular testing exercises, including failover simulations to assess the effectiveness of the solution.
- 1.5.6 Provide training to equip Departmental ICT personnel with the necessary skills to manage and execute the DR and BC plans effectively.
- 1.5.7 Ensure Compliance with ICT governance standards in order to align the solution with government regulations, industry best practices, and security frameworks.

2. OBJECTIVES OF THE BID

- 2.1. The objective of this bid is to appoint a qualified and experienced service provider to design, implement, and support a cloud-based Disaster Recovery (DR) and Business Continuity (BC) solution for the Civilian Secretariat for Police Service (CSPS).
- 2.2. The appointed service provider will be responsible for delivering an end-to-end Cloud-based DR and BC solution, ensuring reliable system recovery, seamless business continuity, and enhanced security for CSPS ICT operations.
- 2.3. The successful bidder will be expected to provide the service to the CSPS Department located in Pretoria, 268 Lilian Ngoyi Street, Fedsure Forum Building, Pretoria.

3. CURRENT DATACENTER SET UP

- 3.1. All servers are based on X86 platform.
- 3.2. Primary site is currently located in Pretoria CBD.
- 3.3. 13 servers at primary datacenter.
- 3.4. Virtualization: Hyper -V Virtualization configured at current DC Site.
- 3.5. Total Storage at primary DC is 99,3 and data change rate 5% in a month
- 3.6. Avamar is used as backup management tool in current setup.

Details of Existing Infrastructure:

Server	Processors	Cores	RAM (GB)	TotMem	Model	DriveA (GB)	DriveC (GB)	DriveD (GB)	DriveE (GB)	DriveF (GB)	Drive L (GB)	DriveX (GB)
Server 1	1	1	16		Microsoft Windows Server 2019 Datacenter		149.4		501.98			
Server 2	1	1	8		Microsoft Windows Server 2019 Datacenter		99.4					
Server 3	1	1	8		Microsoft Windows Server 2019 Datacenter		99.4					
Server 4	1	2	32		Microsoft Windows Server 2019 Datacenter	599.98	199	1179			246.47	5.84
Server 5	1	2	32		Microsoft Windows Server 2019 Datacenter	599.98	199	1179			249.98	5.84
Server 6	1	1	8		Linux	150						
Server 7	1	4	7.85		Microsoft Windows Storage Server 2016 Standard		187.9	2593	4095.87			
Server 8	2	4	382.63		Microsoft Windows Server 2019 Datacenter		893.14	0.93				
Server 9	2	4	127.63		Microsoft Windows Server 2019 Datacenter		893.14					
Server 10	2	4	382.63		Microsoft Windows Server 2019 Datacenter		891.48	0.948	4.54	1.99		
Server 11	1	2	8		Microsoft Windows Server 2019 Datacenter		149.4	499.98				
Server 12	1	2	8		Microsoft Windows Server 2019 Datacenter		172	250				
Server 13	1	1	4		Microsoft Windows Server 2019 Datacenter		99.4	5.19				

4. SCOPE OF WORK

4.1. Project Management

4.1.1. The Service provider will be required to provide a detailed and clear project plan with different phases of DR design and implementation and support, as well as clear timelines.

4.1.2. Provide the complete technical documentations.

- 4.1.3. The service provider shall appoint a Project Manager for the duration of project
- 4.1.4. The service provider should provide weekly progress report and maintain project communications through weekly project meetings and adhere to standards approved by CSPS for the execution of the project.
- 4.1.5. Provide handover report and training to Departmental ICT personnel.

4.2. Business Impact Analysis (BIA) and Risk Assessment

- 4.2.1. The service provider should conduct a comprehensive business impact analysis to identify critical ICT systems, data, applications, and business processes.
- 4.2.2. The service provider should assess potential risks and vulnerabilities that may impact ICT service continuity and provide a complete risk register.
- 4.2.3. The service provider should adhere to Departmental defined Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) for all critical systems.
- 4.2.4. The service provider should adhere to the ICT risk document/policy

4.3. Cloud-Based Disaster Recovery (DR) Solution Design and Implementation

- 4.3.1. Provide DR solution for production servers as per current datacenter setup.
- 4.3.2. The DR solution must retain the original Internet Protocol (IP) settings of the recovery server with manual configuration for a drill or takeover.
- 4.3.3. The platform must support speed limitation settings for data synchronization.
- 4.3.4. The DR solution must support recovery across diverse platforms.
- 4.3.5. The platform must provide one-click automation for drill or takeover recovery spin-up.
- 4.3.6. The DR solution must support boot sequence settings within an application server group, ensuring servers boot under sequence control.
- 4.3.7. The platform must support both block storage and object storage options
- 4.3.8. High level architectural diagram to be provided showing different layers of solution like Internet / MPLS Connectivity, Network, Security, Computer, Hardware, Storage & Backup layers.
- 4.3.9. The platform must provide the RPO timeline of 1hour and RTO timeline of 2 Hrs.
- 4.3.10. Service provider need to provide dedicated data link with connection from production site to cloud with 100 Mbps bandwidth.
- 4.3.11. Unified replication solution to be proposed for all Servers.

- 4.3.12. Replication solution should support data encryption in transit for replication between primary to DR site.
- 4.3.13. DR solution should offer 24/7 online DR reports including RPO / RTO analysis, DR site health analysis as well as replication link analysis.
- 4.3.14. Service provider to provide a replication solution along with 24/7 monitoring and management.
- 4.3.15. Notification alerts should be implemented by service provider in case of DR and data line failures, through SMS and email.
- 4.3.16. DR solution to be capable of delivering non-disruptive DR drills and testing.
- 4.3.17. Service provider to do DR drill and testing once every quarter.
- 4.3.18. RPO and RTO monitoring, reporting and events analytics for the disaster recovery solutions should be offered as part of the solution.
- 4.3.19. The service provider should provide a backup data link of 100Mbps to the DR Site.
- 4.3.20. Designing and deploying managed connectivity solutions to continuously replicate the data to the DR site as well as to redirect the users to the DR site during disaster to be proposed.
- 4.3.21. Training plan should be provided to the internal team on a DR product used.
- 4.3.22. Services provider should provide the solution document of DR and application.
- 4.3.23. Dedicated/VPN connectivity link from Primary site to DR site shall be the part of DR solution to be provided by the service provider.
- 4.3.24. DR site Management and monitoring Console should be provided by the service provider.
- 4.3.25. Multiple planned backups should be maintained at the DR to recover from a crash or any disaster

4.4. Provisioning of Cloud services, DR and BC setup on cloud with replication between DC & DR

- 4.4.1. Service provider to setup complete environment on Cloud to host DR application and bring up the DR servers at as per agreed SLA time frames when primary site fails.
- 4.4.2. Provision of instances and of replication links to be taken care by the service provider
- 4.4.3. Setup replication between primary DC & DR datacenters.
- 4.4.4. The service provider will be responsible for commissioning data line, as required, for replication of data.
- 4.4.5. Perform DR related activities including DR planning, testing, drills, switchback of DC in case of disaster recovery.

- 4.4.6. DR drills should be planned and executed once in a quarter. Drills should be carried out over a maximum period of 8 hours each time. Drills can be conducted for all applications together which could simulate the failure of all systems.
- 4.4.7. The service provider must plan and execute DR drills in a manner that ensures zero disruption to live services, no data loss, and no system damage at the DC.
- 4.4.8. The service provider must generate reports to ensure RTO & RPO are met as per the set timelines.

4.5. Cloud-Based Business Continuity (BC) Planning and Implementation

- 4.5.1. The service provider must develop a Business Continuity Plan (BCP) to ensure minimal disruption to essential services.
- 4.5.2. The service provider must provide alternative access mechanisms to critical applications and data during a disaster event.
- 4.5.3. The service provider must establish communication and escalation procedures to be followed in case of disruptions.

4.6. Design and implement offsite Backup and Data Replication Strategy

- 4.6.1. The service provider must implement a secure and encrypted offsite cloud backup solution to protect departmental data.
- 4.6.2. The service provider must provide and define backup retention policies to meet regulatory and compliance requirements.
- 4.6.3. The service provider must ensure data restoration capabilities with minimal downtime.
- 4.6.4. The service provider must provide a cloud datacenter/s that is/are within South African borders.
- 4.6.5. The service provider must provide cloud datacenters with Tier 3 level certification
- 4.6.6. The service provider must provide a cloud datacenter that have minimum 2 availability zones in South Africa region.
- 4.6.7. The cloud datacenter should not be located within the same municipality of the current DC.
- 4.6.8. The service provider should provide the physical address where the cloud datacenter will be hosted

4.7. Continuous Managed Services

- 4.7.1. The service provider shall provide 24/7 x 365 days support for the entire solution for the duration of the contract.
- 4.7.2. The DR site and infrastructure provided to be fully managed by service provider.
- 4.7.3. Dedicated Cloud Architect and Infrastructure/DR Architect will be assigned to CSPS as required to assist and support the solution.
- 4.7.4. Propose helpdesk system to allow CSPS users to call or log issues via phone or emails.
- 4.7.5. Service provider should provide monthly reports on DR status and failure events.
- 4.7.6. Failure event has to be address by service provider as agreed on the SLA.
- 4.7.7. The service provider must implement and maintain comprehensive security controls to protect all services and data hosted at the DR site. The security measures must ensure confidentiality, integrity, and availability of data and services in compliance with industry best practices and applicable regulations.
- 4.7.8. The service provider shall transfer data back to CSPS either on demand or in case of termination of contract for any reason.
- 4.7.9. The service provider shall provide necessary training to CSPS personnel to monitor the various SLAs, monitor the dashboard in event of switchover/switchback at the time of disaster.
- 4.7.10. The service provider should develop user manuals, response checklists, and training guides for reference.

4.8. Support and Service Level Agreement (SLA) Management

- 4.8.1. The service provider must provide ongoing support and maintenance for the cloud-based DR and BC solution for the duration of the contract.
- 4.8.2. The service provider and CSPS department must establish a Service Level Agreement (SLA) with reasonable and clearly defined performance metrics, including uptime guarantees and response times.
- 4.8.3. The service provider must offer technical support and troubleshooting services to ensure system reliability for the duration of the contract.

5. GENERAL & SPECIAL CONDITIONS OF CONTRACT

- 5.1. General Condition of Contract (GCC) as set by National Treasury will be applicable to this Agreement in all instances, and is available from National Treasury website (www.treasury.gov.za).
- 5.2. The special conditions shall include but not limited to the following:
 - 5.2.1. The bidder must be willing to resolve disputes;
 - 5.2.2. The bidder must provide training/workshops to CSPS officials as and when required; and
 - 5.2.3. The CSPS reserves the right to terminate the contract at any time in the event of the service provider entering into liquidation, whether compulsory or voluntary or enter into receivership or bankruptcy or defaults on its payments.

6. MANDATORY REQUIREMENTS

- 6.1. The bidder must submit a detailed project plan outlining the full scope of service delivery, including the scope of work, defined turnaround times, delivery methodology, and a structured project timeframe with key milestones. The project plan must be realistic, measurable, and aligned with project objectives, ensuring timely delivery.
- 6.2. The bidder must submit CVs of all proposed team members (Project Manager, Cloud Architecture, Infrastructure Consultants) dedicated to this project, clearly highlighting experience relevant to the scope of work. Each team member's profile must demonstrate a minimum of 8 years of experience in their respective roles. The CVs should detail qualifications, technical expertise, and previous project experience to ensure alignment with the project requirements.
- 6.3. The bidder must provide at least three (3) contactable references for projects related to Cloud Hosting and Disaster Recovery (DR) Management. Each reference must include the client's name, contact person, designation, contact details, and a brief description of the services provided. CSPS reserves the right to verify all references to assess the bidder's capability and track record.
- 6.4. The bidder must ensure that all Cloud Data Centers used for this project are located within South African borders and must not be situated within the same municipality as the current Data Center.

The bidder must provide proof of address for the proposed Cloud Data Center to confirm compliance with this requirement.

- 6.5. The bidder must ensure that the proposed Cloud Data Centers hold a Tier 3 level certification in accordance with the Uptime Institute's data center tier standards. The bidder must provide a copy of the Tier 3 certification as proof of compliance.
- 6.6. The bidder must submit a comprehensive Company Profile as part of the proposal, which should include a brief company overview (history, mission, and vision), a summary of core services offered, details of relevant experience and qualifications, a list of certifications and accreditations, an overview of key personnel, and full contact information (address, phone number, email, and website). The Company Profile must be up-to-date and accurate, as failure to provide this information may result in disqualification from the tender process.

7. BID AWARD CONDITIONS

- 7.1. Bidders must submit bid proposals that respond to all requirements specified in the Terms of Reference of the bid. All prescribed services must form part of the bid proposal. Partial bids shall be disqualified.
- 7.2. Written price quotation (document must be on the Company letterhead) and must be enclosed in a separate sealed envelope.
- 7.3. The highest scoring bidder(s) maximum two (2) may be expected to present their proposals to the Bid Evaluation Panel in line with the specified criteria.
- 7.4. Through conducting reference checks, bidders shall be disqualified if found to have misrepresented information in their bid proposals.
- 7.5. Joint Ventures/Sub-Contracting related to this project - This shall only be considered to be valid if there is proof of agreement signed by all parties involved.

8. FORMAT OF THE BID

8.1. Bids must be completed and submitted in line with the following:

- 8.1.1. The prescribed guideline for packaging of the bid proposal must be observed when packaging the bid proposal.

- 8.1.2. Bidders must submit the technical proposal separate from financial proposal (Financial Proposal Service fee Structure must be enclosed in the sealed envelope).
- 8.1.3. Original bid proposals, one (1) copy and a memory stick of the bid proposal must be submitted.
- 8.1.4. All prescribed SBD forms must be fully completed.
- 8.1.5. Bidders must initial all pages of the bid specifications.

9. EVALUATION OF THE BID

9.1. The bid proposals shall be evaluated in accordance with the 80/20 principle applicable in respect of PPR22, Reconstruction and Development Programme (RDP) Goals or Broad Based Black Economic Empowerment Act (B-BBEEA) as provided for by its Section 10(b).

9.2. The evaluation shall be conducted as follows:

- 9.2.1. Phase One: Administration Compliance and Mandatory Requirements
- 9.2.2. Phase Two: Technical Proposal;
- 9.2.3. Phase Three: Presentation by Highest Scoring Bidder(s), maximum two (2)
- 9.2.4. Phase Four: Price and PPR22, Reconstruction and Development Programme (RDP) Goals or Broad Based Black Economic Empowerment Act (B-BBEEA) as provided for by its Section 10(b).

10. EVALUATION CRITERIA

PHASE ONE – ADMINISTRATION COMPLIANCE AND MANDATORY REQUIREMENTS	
<p>Bidders must submit the following:</p> <p>ADMINISTRATION:</p> <ul style="list-style-type: none"> • Proof of registration as a CIPC / Certificate of incorporation / legal status. • A valid Tax Clearance Certificate or SARS Pin and Suppliers summary report obtained from National Treasury Central Suppliers Database (CSD). • Completed and signed all compulsory Standard Bidding Documents <p>MANDATORY:</p>	

PHASE ONE – ADMINISTRATION COMPLIANCE AND MANDATORY REQUIREMENTS	
<ul style="list-style-type: none"> • Detailed Project Plan: Outline the full scope of service delivery, including work scope, turnaround times, delivery methodology, and structured project timeframe with key milestones. • CVs of Proposed Team Members: Submit CVs for all team members (Project Manager, Cloud Architecture, Infrastructure Consultants) with at least 8 years of relevant experience, qualifications, and previous project experience. • Contactable References: Provide at least three (3) references for Cloud Hosting and Disaster Recovery (DR) Management, including client name, contact details, and a description of services provided. • Cloud Datacentre Location: Ensure all Cloud Datacentres are within South African borders and outside the same municipality as the current Datacentres. Provide proof of address. • Tier 3 Certification: Provide proof of Tier 3 certification for the proposed Cloud Datacentres in line with Uptime Institute's standards. • Company Profile: Submit an up-to-date Company Profile, including company overview, core services, relevant experience, certifications, key personnel, and full contact details. 	

PHASE TWO - TECHNICAL PROPOSAL (FUNCTIONALITY)		100 points
1. Experience in the provision of required Disaster Recovery Services.		40 Points
<ul style="list-style-type: none"> • To be strictly assessed ONLY on the basis of the listed experience provided on this template. • To provide CVs of the Project Manager, Cloud Architecture, Infrastructure Consultants. • Companies are required to provide proof that they have performed DR Implementation service, accompanied by correspondence from references proving that such project was executed, as well as three (3) minimum contactable references. • Points shall be allocated as follows 		
1.1 Client Reference letters:		10 Points
(a) 3 to 5 years - 5 points		
(b) 6 years and above – 10 points		
1.2 Project Manager experience:		10 Points

PHASE TWO - TECHNICAL PROPOSAL (FUNCTIONALITY)		100 points
(a) 8 to 9 years – 5 points (b) 10 years and above – 10 points		
1.3 Cloud Architecture experience: (c) 8 - 9 years – 5 points (d) 10 and above – 10 points	10 Points	
1.4 Infrastructure Consultants experience: (a) 8 - 9 years – 5 points (b) 10 and above – 10 points	10 Points	
2. Proposed Approach: (a) Project management – 10 points (b) DR solution Design & Implementation -10 points		
3. Cloud Service Provider certified partner and Managed Services Approach (a) Cloud Service Provider certified partner – 10 points (b) Managed Services Approach – 10 points		20 points
4. Company experience on Cloud Datacenter (a) 5 to 9 years – 10 points (b) 10 years and above – 20 points		20 points

Bidders must score a minimum of 70 points on functionality. Bidders who score less than 70 points for functionality shall be disqualified and shall not be subjected to further evaluation.

PHASE THREE – PRICE AND 80/20 PRINCIPLE APPLICABLE IN RESPECT OF PPR22, RECONSTRUCTION AND DEVELOPMENT PROGRAMME (RDP) GOALS OR BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT (B-BBEEA) AS PROVIDED FOR BY ITS SECTION 10(B).	100
NB: Pricing must be done in line with the provided template for the Service and administration fee structure:	
Price	80
Specific goals	20
TOTAL	100

80/20 principle is applicable in respect of PPR22, Reconstruction and Development Programme (RDP) Goals or Broad Based Black Economic Empowerment Act (B-BBEEA) as provided for by its Section 10(b)

Points will be awarded as per the following:

Specific goals	Points
Enterprises with ownership of 51% or more by person/s who are blackperson/s.	10
Enterprises with ownership of 51% or more by person/s who are women	5
Enterprises with ownership of 51% or more by person/s who are youth	3
Enterprises with ownership of 51% or more by person/s with disability	2
Total	20

11. PRICING SCHEDULE.

NOTE: Completing the pricing schedule in the prescribed format is compulsory and must not be reproduced or retyped in any manner whatsoever.

Once off DR Implementation charges (Non-Recurring)

DESCRIPTION	Fee
Project Management	R.....
DR design and set up	R.....
Testing and implementation	R.....
Training	R.....
Other charges	R.....
TOTAL	R.....

Recurring Charges (List all items)

ITEM DESCRIPTION	Year 1	Year 2	Year 3
	R.....	R.....	R..... ..
TOTAL	R.....	R.....	R..... ..

Grand Total

Total Cost	36 Months
Total Non-Recurring Cost (Once Off)	R.....
Total Recurring Cost	R.....
VAT 15%	R.....
GRAND TOTAL	R.....

12. ENQUIRIES

For more information, please contact the following persons:

Technical Enquiries:

1. Mr. MC. Lephale: (012) 493-1412, Email: Clement.Lephale@csp.gov.za

SCM Bid Enquiries:

1. Mr. M. Ralinala: (012) 493-1373, Email: Mashudu.Ralinala@csp.gov.za
2. Ms. L. Mokoena: (012) 493-1368, Email: Lena.Mokoena@csp.gov.za