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|----------------------|----------------------|----------------------------|---|
| Tender Ref #: | COGTA (T) 14/2024 | Tender Description: | Appointment of a service provider to upgrade the existing NDMC nimble storage with additional 21TB raw capacity with installation, support and maintenance from SITA RFB 2003/2014. |
|----------------------|----------------------|----------------------------|---|

PART A – BID DETAILS

1. The Department of Cooperative Governance (hereunder referred to as the Department or DCOG) invites qualifying service providers to upgrade the existing NDMC nimble storage with additional 21TB raw capacity with installation, support and maintenance from SITA RFB 2003/2014.
2. **Closing Date:** The bid closing date and time are indicated in the tender advertisement and bid documents (SBD-1). **Bids received after the closing date and time will not be accepted.**
3. **Briefing Session:** The briefing session date and time (if applicable) are indicated in the tender advertisement and bid documents. The Department cannot physically accommodate the expected number of bidders and the briefing will therefore be conducted online. Interested bidders must contact the SCM officials indicated below for the MS Teams link.
4. **Contact information:** Prospective bidders **may not under any circumstances** make contact with or engage any DCOG officials other than the officials indicated below on any matter related to this tender. Enquiries must be directed to all the officials below. Enquiries sent to the DCOG officials below will be routed to the relevant employees and responses will be coordinated and provided by the officials indicated below.

| ENQUIRIES | | |
|----------------|--|--------------------|
| Name: | Ms. Nomvula Ntuli | Mr. Siviwe Ndaliso |
| e-mail: | t0142024@cogta.gov.za | |

The Department reserves the right to disqualify any bidder that makes contact with or directly engages any other DCOG employee on matters / enquiries / questions related to this tender.

5. **Project duration:** Successful bidders will be appointed for a period of two weeks.
6. **Bid / Proposal format.**

Package 1: The following must be submitted –:

- SDBs 1, 3.3, 4 and 6.1 all other required SCM documents.
- National Treasury Central Suppliers Database (CSD) report, not older than 30 days (www.csd.gov.za).
- Valid B-BBEE certificate issued by a SANAS accredited verification agency or sworn affidavit.

PART B –ADMINISTRATIVE REQUIREMENTS AND SPECIFIC GOALS

General principle: In cases where bidders submitted insufficient evidence or where evidence is ambiguous, bidders may be requested to provide additional evidence and may be re-scored based on this information. Additional information submitted may only be used as evidence to substantiate what is already contained in the proposal. **The costing and content of proposals may not be amended under any circumstances.**

1. BID DOCUMENTS – To be verified by SCM.

Only bids that comply with all mandatory administrative requirements and that submitted all required bid documents (**acceptable bids**) will be considered during the functional evaluation phase. Only acceptable bids will therefore be scored by the Bid Evaluation Committee against the functional criteria indicated in Part C

| SCM ADMINISTRATIVE COMPLIANCE | | |
|-------------------------------|--|----------|
| # | Criteria | Yes / No |
| 1.1 | Supplier is registered on the National Treasury Central Suppliers Database (CSD) on or before bid closing date. | |
| 1.2 | Supplier is Tax Compliant (as indicated on CSD) ¹ or verified through SARS ¹ | |
| 1.3 | Supplier has a valid B-BBEE certificate issued by a SANAS accredited verification agency or a sworn affidavit ² . | |
| 1.4 | SBD 1 completed and submitted. | |
| 1.5 | SBD 4 completed and submitted. | |
| 1.6 | SBD 6.1 completed and submitted. | |
| 1.7 | SBD 3.3 completed and submitted | |
| 1.8 | SITA accreditation letter for RFB 2003/2014 in Gauteng | |
| 1.9 | OEM accreditation letter (HP accredited partner) | |

Note 1: Bidders that are not tax compliant on the closing date for bids or at any time subsequent to the closing date, must rectify their tax compliance status within 7 working days of being requested to do so. Bidders that remain tax non-compliant after 7 working days of being requested to rectify their tax status, will be disqualified.

Note 2: Failure to submit a valid B-BBEE certificate issued by a SANAS accredited verification agency, or a sworn affidavit will not disqualify the bidder. Consortia or joint ventures must take note of the relevant sections of SBD 6.1 regarding requirements for B-BBEE certificates.

2. VERIFICATION OF INFORMATION PROVIDED – To be verified by SCM

No bids will be considered from:

1. Individuals in the service of the State.
2. Organisations with directors (whether remunerated or not) in the service of the State.

Where exceptions are allowed in terms of the applicable legislation, the bidder must attach an approved and valid Remunerative Work Outside of the Public Service (RWOPS). This clause does not apply to bidders that are government departments/entities.

The Department reserves the right to use the information provided by bidders to engage banks, credit rating agencies and the relevant government institutions to obtain information on credit records, criminal records, pending court cases, etc. Suppliers that show a history of poor financial/credit management and/or criminal behaviour will not be considered. The same will apply to the key team members as well as all directors / owners.

The Department reserves the right to apply the following criteria only to shortlisted / recommended bidders. Bidders must meet all four criteria below:

| SCM ADMINISTRATIVE COMPLIANCE CHECKLIST | | |
|--|---|----------|
| # | Criteria | Yes / No |
| 2.1 | Director(s)/Owner(s) have not been convicted on charges related to fraud, corruption or violent/abusive behaviour. | |
| 2.2 | Bidder and Director(s)/Owner(s) do not have a history of poor financial / credit management. | |
| 2.3 | Director(s)/Owner(s) in the service of the state, or approved RWOPS attached where in the service of the state. This clause does not apply to bidders that are government departments/entities. | |
| 2.4 | SBD forms or subsequent enquiries did not reveal any information or past practices that prohibits the supplier from conducting business with the state. | |

3. MANDATORY REQUIREMENTS

Failure to submit the below listed documents will render your bid null and void and will not be considered or will be disqualified.

| Mandatory Requirement | | |
|------------------------------|--|----------|
| # | Criteria | Yes / No |
| 3.1 | Pricing information (Cost Breakdown) as detailed in Annexure A | |
| 3.2 | Standard Specifications as set out under Part C: Specifications and the compliance thereof. | |
| | The bid will be rendered nonresponsive if the bidder fails to complete the "Comply / Not Comply" section in the Specification under Part C: Specifications | |

4. SPECIFIC GOALS

| 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) |
|---|--|---|
| BEE Compliance Based on Section 10 of the BBBEE Act (Act 53 of 2003 as amended by Act 46 of 2013) | 8 Level 1= 8 pts Level 2 = 7 pts Level 3=6 pts Level 4= 5 pts Level 5= 4 pts Level 6= 3 pts Level 7= 2 pts Level 8= 1 pt Non-compliant contributor= 0 | |
| Black ownership (51% or more) | 4 | |
| Women ownership (51% or more) | 4 | |
| Youth | 3 | |
| Disability | 1 | |

PART C – SPECIFICATION – To be evaluated by the BEC

The scope of work consists of:

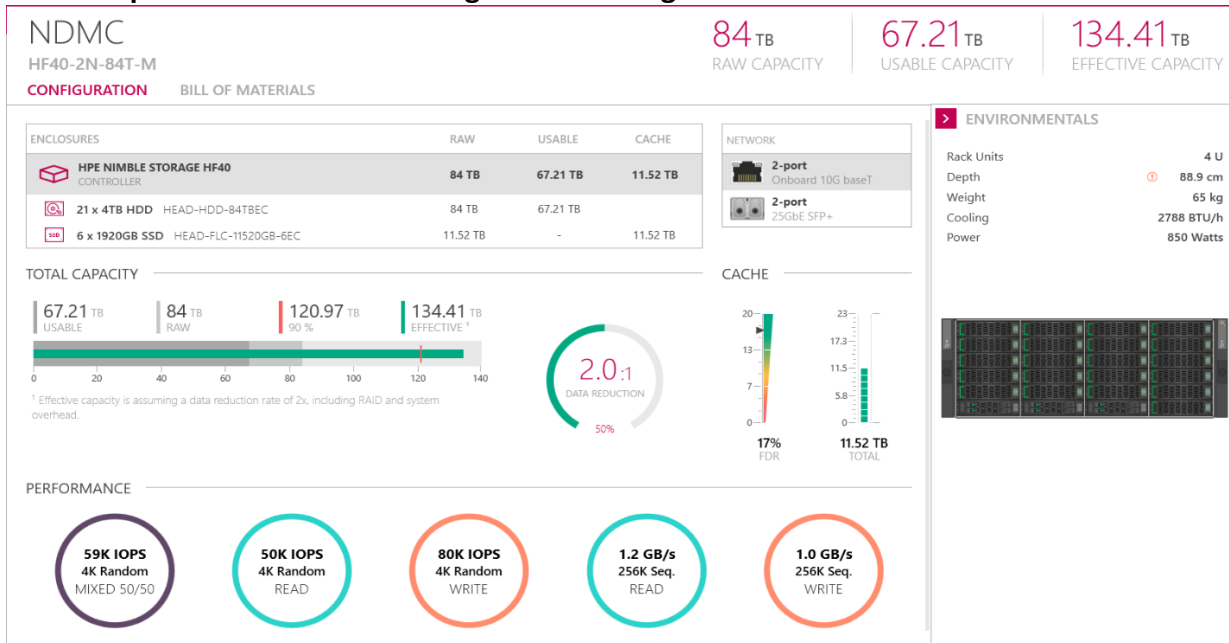
- **HARWARE AND SOFTWARE:** The supply and delivery of the required hardware for the Nimble Storage upgrade solution and software where applicable.
- **INSTALLATION AND CONFIGURATION:** Complete end-to-end configuration and installation of the Nimble Storage upgrade system.

- **SUPPORT AND MAINTENANCE:** The provision of supplied Hardware and Software maintenance and support for a period of 3 years

Properties of existing Nimble Storage onto which additional storage will be added

| Properties | |
|------------------|--|
| Group Name | NDMC-HF40 |
| Array Name | NDMC-HF40 |
| Serial Number | AF-230094 |
| Software Version | 6.1.2.100-1030182-0... |
| Pool | ■ default |
| Configuration | HF40-4P-84T-11520F 2 Dual-Port 10Gbe SFP+ |

Current Specification of the Existing Nimble Storage



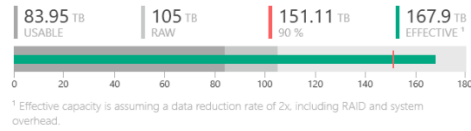
New Specification of the Existing Nimble Storage with added capacity (Sizer Diagram for the Nimble Upgrade)

| ENCLOSURES | RAW | USABLE | CACHE |
|------------------------------------|---------|----------|----------|
| HPE NIMBLE STORAGE HF40 CONTROLLER | 84 TB | 67.21 TB | 11.52 TB |
| ES3 EXP. SHELF | 21 TB | 16.75 TB | 4.32 TB |
| 21x 1TB HDD ES3-H21TE | 21 TB | 16.75 TB | |
| 3 x 480GB SSD CACHE-1440GB | 1.44 TB | - | 1.44 TB |
| 3 x 960GB SSD ES3-FLC-2880GB | 2.88 TB | - | 2.88 TB |

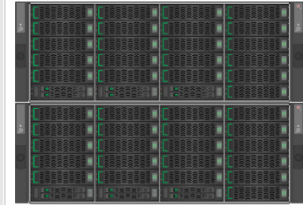
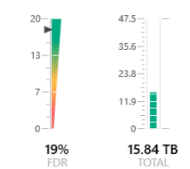
| NETWORK |
|--------------------------|
| 2-port Onboard 10G baseT |
| 2-port 25GbE SFP+ |

| ENVIRONMENTALS | |
|----------------|------------|
| Rack Units | 8 U |
| Depth | 88.9 cm |
| Weight | 117 kg |
| Cooling | 4426 BTU/h |
| Power | 1350 Watts |

TOTAL CAPACITY



CACHE



PERFORMANCE



1. Deliverables (Solution Components)

The solution consists of the following:

- HPE Nimble HF40 Upgrade with 21TB
 - HPE Nimble Storage HF40/60 Adaptive ES3 21TB (21x1TB) HDD 1.44TB Cache CTO Expansion Shelf
 - HPE Nimble Storage HF Adaptive ES3 Expansion Shelf 2.88TB (3x960GB) FIO Cache Bundle
 - HPE Nimble Storage C13 to C14 250V 10Amp 1.8m Universal FIO Power Cord
- 3yrs Tech Care Essential Support
- HPE Technical Installation Startup SVC

Solution Specification - Technical Specifications for Nimble Storage Upgrade with 21TB Raw Capacity

NB: Bidder must circle whichever is applicable.

| Qty | Product # | Product Description | Comply/ Not Comply | |
|-----|------------|--|--------------------|------------|
| 1 | Q8H33A | HPE Nimble Storage HF40/60 Adaptive ES3 21TB (21x1TB) HDD 1.44TB Cache CTO Expansion Shelf | COMPLY | NOT COMPLY |
| 1 | Q8C25B | HPE Nimble Storage HF Adaptive ES3 Expansion Shelf 2.88TB (3x960GB) FIO Cache Bundle | COMPLY | NOT COMPLY |
| 2 | Q8J27A | HPE Nimble Storage C13 to C14 250V 10Amp 1.8m Universal FIO Power Cord | COMPLY | NOT COMPLY |
| 1 | HA124A1 | HPE Technical Installation Startup SVC | COMPLY | NOT COMPLY |
| 1 | HA124A15MS | HPE Tier 1 Storage Array Upg Startup SVC | COMPLY | NOT COMPLY |
| 1 | HU4A6A4 | HPE 3Y Tech Care Essential Service | COMPLY | NOT COMPLY |
| 1 | HU4A6A4ZF9 | HPE NS HF40/60 2.88TB Cache Supp | COMPLY | NOT COMPLY |
| 1 | HU4A6A4ZFP | HPE NS HF4/60 ES3 21TB 1.4TB Shelf Supp | COMPLY | NOT COMPLY |
| | | Installation, configuration, testing and other costs vat inclusive | COMPLY | NOT COMPLY |

- The entire project should entail complete documentation of the solution (Test, sign-off and handover)
- Solution Installation and Configuration
 - The vendor is to provide the hardware (shipping costs included), perform onsite installation and all services required as per the design.
 - Onsite Installation and start up services for Storage Upgrade as per the design.
 - Configuration of the Nimble Storage with the Upgraded storage.
 - Installation and configuration as per solution specification.
 - Setup, configure and test of the Storage Upgrade.
 - 3yrs Tech Care Essential Support (for hardware failures, swop out new replacement)

It should be noted that these parts have reached end of life, however upgrades can still be purchased and equipment can still be supported. End of Life (EOL) period for the following HPE Nimble Storage All Flash Arrays, AF80, AF60, AF20, AF20Q and HPE Nimble Storage Adaptive Flash Arrays, HF60, HF60C, HF40, HF40C, HF20, HF20C, HF20H, and all the equivalent HPE Nimble Storage dHCI Arrays (collectively, EOL Models). These HPE Nimble Storage EOL Models will continue to be offered by Hewlett Packard Enterprise (HPE) through July 31, 2023, and support will be offered for the HPE Nimble Storage EOL hardware and software until the end of engineering support. HPE will continue to offer upgrades (controllers, capacity, cache, shelves, networking, etc.) for these base arrays for an additional three years following the base array obsolescence date.

PART D – PRICE EVALUATION AND AWARD– To be evaluated by the BEC

Only bids that met all administrative requirements and the complies with the specification will be evaluated in terms of the provisions of the Preferential Procurement Policy Framework Act and related regulations – see attached bid documents. The evaluation method (80/20) and preference points allocation applicable to this bid are indicated in the attached SBD 6.1.

PART E –SPECIAL CONDITIONS AND CONTRACT MANAGEMENT

1. SPECIAL CONDITIONS APPLICABLE TO THIS BID

- 1.1. The Department may, at its sole discretion, cancel this bid.
- 1.2. The period of thirty days (30 days) referred to in the General Conditions of Contract paragraph 27.2 applies. If the service provider is found to have engaged in fraudulent activities or caused the Department to incur irregular expenditure, the Department reserves the right to cancel the bid and any subsequent SLA with immediate effect. Repercussions for the conduct of the Service Provider referred to above may include blacklisting of the Service Provider thus preventing them from doing business with government for a period of 10 years.
- 1.3. The Department may, at its own discretion, require that each employee of appointed services providers as well as each contractor or other participant, sign a code of conduct to promote ethical behaviour. The Department may, at its sole discretion, prohibit any person found to be in breach of such code of conduct from further participation or involvement in the project.
- 1.4. Additional conditions for an applicant who would like to apply as a Consortium / Joint Venture. It is recognized that applicants may wish to form consortia or joint ventures to respond to this bid. The following guidelines apply:
 - Bidders are prohibited from being part of more than one consortium / joint venture and to submit an individual bid and a bid as part of a consortium / joint venture
 - One of the members shall be nominated by the others as authorised to be the lead applicant and this authorisation shall be included in the agreement entered between the consortium members.
 - The lead applicant in the Consortium or Joint Venture must satisfy all the administrative requirements contained in the ToR and submit all the relevant documents necessary to meet the minimum requirements of the applications.

- Other members of a consortium or a joint venture must comply with the requirements in line with Service Provider Funding Policy prescripts for the respective Service Provider categories.
- The consortium/joint venture submission must be signed-off by each institution/organisation to be legally binding on all consortium members.
- The lead applicant shall be the only authorised party to make legal statements, communicate with the department, and receive instructions for and on behalf of all the members of the consortium.
- The lead applicant shall be held responsible for the delivery of services and for meeting conditions outlined in this bid.
- A copy of the agreement entered and signed by all members of the consortium or joint venture shall be submitted with the consortium proposal indicating the respective responsibilities of each party.
- Indicate how the joint venture/ consortium will be managed in the event of a dispute arising during the implementation period of the programme (Provide a contingency plan of managing any possible conflicts).

2. CONTRACT MANAGEMENT

- 2.1. The successful bidder will be required to enter into a service level agreement (SLA) with the Department of Cooperative governance. The National Treasury General Conditions of Contract (GCC) will form part of the SLA to be concluded between DCOG and the successful bidder.
- 2.2. The SLA will include project assignments that will address each of the project deliverables. The SLA may further establish a Project Steering Committee to manage, monitor and oversee the project such as:
 - Ensure that services are rendered timeously;
 - render a quality assurance function; and
 - ensure that the project remains within the allocated budget.
- 2.3. The SLA will include a detailed payment schedule. Payments will therefore only be approved and processed on the basis of the achievement of deliverables as per the implementation plan and/or project plan and related performed project tasks.
- 2.4. If the parties (the Department and the appointed service provider) are unable to reach agreement on the special conditions of contract (SLA) after a period of 14 calendar days of the date on which the bid award is communicated to the service provider, then the Department reserves the right to cancel the award to the service provider and to appoint another service provider.
- 2.5. Bidders should note that:
 - All information related to this bid, or information provided to the service provider subsequent to the award of this bid, must be treated as confidential and may not be disclosed in any way to third parties without the explicit written consent of DCOG.
 - All rights, title and ownership of any Intellectual Property developed by or for the Service Provider or DCOG independently and outside of execution/production of the Deliverables related to this bid and provided during the course of this project ("Background IP") shall remain the sole property of the party providing the Background IP.
 - To the extent that the Service Provider utilises any of its Background IP in connection with the Deliverables, such Background IP shall remain the property of the Service Provider and DCOG shall acquire no right or interest therein. Service Provider shall grant DCOG a non-exclusive, royalty-free, non-transferable licence to use such Background IP strictly for purposes of making beneficial use of the Deliverables into which such Background IP has been incorporated.
 - All Intellectual Property rights in Bespoke Deliverables are or will be vested in and owned by DCOG unless specifically agreed otherwise in writing. The Service Provider agrees that it shall not, under any circumstances, question or dispute the rights and ownership of DCOG in and to the Bespoke Deliverables. DCOG shall grant the Service Provider a non-exclusive, royalty free, non-transferable licence to use the Bespoke Deliverables for the purpose of performing its obligations under this project.
 - The Service Provider may not publish or sell, in whole or in part, any Bespoke Deliverables emanating from this project without the explicit written consent of DCOG.
 - The Copyright of any Bespoke Deliverables shall vest in DCOG.

No amendments to the SLA or any variation, waiver, relaxation or suspension of any of the provisions thereof shall have any force or effect, unless reduced to writing and signed by both parties.