

BID NO 08/FY/21

THE APPOINTMENT OF A SERVICE PROVIDER TO IMPLEMENT WIDE AREA NETWORK (WAN) FOR THE EASTERN CAPE PARKS & TOURISM AGENCY FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO EXTEND FOR A FURTHER TWO (2) YEARS

ADVERTISEMENT DATE:	24 AUGUST 2020
CLOSING DATE:	15 SEPTEMBER 2020
CLOSING TIME:	11h00am
BIDDER NAME:	
CSD NUMBER:	
TOTAL BID PRICE FOR 3 YEARS	
TOTAL BID PRICE FOR OPTIONAL 2 YEARS	



TABLE OF CONTENTS

SUBJECT	PAGE
Bid completeness checklist	3-4
Bid Advert	5 - 6
Invitation to Bid (SBD 1)	7 - 9
General Conditions of the Bid	10– 13
Terms of Reference	14- 19
Evaluation Criteria	20-22
SCM Bid Conditions	23
General Conditions of Contract	24- 38
CSD Summary Report (Annexure A)	39
Pricing Schedule (SBD 3.1)	40-44
Declaration of Interest (SBD 4)	45-48
Preference Points Claim Form (SBD 6.1)	49-53
Declaration of Bidders Past Supply Chain Management Practices (SBD 8)	54-55
Certificate of Independent Bid Determination (SBD 9)	56-58
Joint Venture Disclosure Form	59-69
Authority to Sign Bid Documents	70
Company details	71
Previous Experience	72



BID COMPLETENESS CHECKLIST

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
GENERAL SCM REQUIREMENTS	
Advert	
Invitation to bid	
Signed General Conditions of Contract	
Copy of CSD registration Report	
SBD 3.3 (Pricing Schedule)	
Declaration of Interest (SBD 4)	
Preference Claim Form (SBD 6.1)	
Declaration of Bidders past Supply Chain Management Practices (SBD 8)	
Certificate of Independent Bid Determination (SBD 9)	
Joint Venture Declaration Form	
Authority to sign bid documents	
Company details	
Previous Experience	
PRE-REQUISITES INFORMATION (evaluation purposes)	
Stage 1: Proof of local Address.	
Proof of Company Experience.	
Proof of Team Capability (Project Management Team)	
Stage 2: Functionality	
Sign off the Bid Checklist	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its CSD Report and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this bid. Should the Respondent be awarded the contract [**the Agreement**] and fail to present ECPTA with such renewals as and when they become due, ECPTA shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which ECPTA may have for damages against the Respondent.

By signing these bid documents, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this bid, including those contained in any printed form stated to form part hereof, and ECPTA will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.



SIGNED at _____ on this _____ day of _____ 20_____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____



ADVERT-BID NO. 08/FY/21

THE APPOINTMENT OF A SERVICE PROVIDER TO IMPLEMENT WIDE AREA NETWORK (WAN) FOR THE EASTERN CAPE PARKS & TOURISM AGENCY FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO EXTEND FOR A FURTHER TWO (2) YEARS

Bid documents outlining detailed specifications will be made available on the 24th of August 2020. The documents can be downloadable from the ECPTA website: <https://www.visiteasterncape.co.za/corporate/procurements/request-for-tender/> or visit the Eastern Cape Provincial Treasury website: www.ectreasury.gov.za

Completed bid documents accompanied by all necessary documents are to be placed in a sealed envelope with the bid name and number (as given above) clearly written in an envelope. All bids must be **deposited in the Tender Box**, at the offices of the **Eastern Cape Parks and Tourism Agency at 17-25 Oxford Street, Corner Oxford & Fleet Street, East London, 5201**, by not later than **11h00 on the 15th of September 2020**, at which time the bids will be opened in public.

For all enquiries regarding the bid document please, contact Mr. Mcebisi Sandi at mcebisi.sandi@ecpta.co.za, Tel: 043 492 0685. All technical enquiries please contact Mr. Siyabonga Malotana at siyabonga.malotana@ecpta.co.za, Tell: 043 705 4400

EVALUATION CRITERIA

BIDS WILL BE EVALUATED IN ACCORDANCE WITH THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA), ACT NO 5 of 2000 AND ITS REGULATIONS AS FOLLOWS:

STAGE 1: PRE – REQUISITES

Bidders must comply with all the pre-requisites of the bid as detailed in the bid document.

NB: Failure to meet any of the prerequisites will lead to disqualification of the bid.



STAGE 2: FUNCTIONALITY

Bidders must achieve a minimum score of 40 points out of 50 in order to progress to stage three (3) for Price & B-BBEE. Bidders who fail to obtain the minimum of 40 points on functionality will not be considered further.

STAGE 3: PRICE & B-BBEE

CRITERIA	POINT SYSTEM
Price (Subtotal 80 out of the 100)	80
B-BBEE Status Level of Contribution	20
TOTAL	100

NB: ECPTA reserves the right to conduct site visit to the top three highest point scoring bidders to confirm and verify the claims made by the bidders.

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- The Eastern Cape Parks & Tourism Agency Supply Chain Management Policy will apply;
- Eastern Cape Parks & Tourism Agency does not bind itself to accept the highest bid or any other bid and reserves the right to accept the whole or part of the bid;
- Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted;

The following documents must be submitted with the tender document:

- Proof of registration with the Central Supplier Database (CSD)
- Company Profile
- Certified Copy or an original B-BBEE Certificate OR a Sworn Affidavit
- Companies who bid as a joint venture must submit a consolidated B-BBEE Verification Certificate only for this bid.
- Bids submitted are to hold good for a period of 120 days.
- A Joint Venture Agreement must be formalized and submitted with the bid. Bidders must submit written proof of Joint Ventures disclosing partnerships (percentage or names or any other details required by ECPTA)
- In order to meet the requirements of the Eastern Cape Framework for Local Economic Development through Procurement Initiatives, preference will be given to service providers who reside within the Eastern Cape Province.



SBD 1**INVITATION TO BID****PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	08/FY/21	CLOSING DATE: 15 September 2020		CLOSING TIME:	11h00am
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER TO IMPLEMENT WIDE AREA NETWORK (WAN) FOR THE EASTERN CAPE PARKS & TOURISM AGENCY FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO EXTEND FOR A FURTHER TWO (2) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
17-25 Oxford Street, Crn. Oxford and Fleet Street, East London					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Mcebisi Sandi		CONTACT PERSON	Mr Siyabonga Malotana	
TELEPHONE NUMBER	043 492 0685		TELEPHONE NUMBER	043 705 4400	
FACSIMILE NUMBER	086 205 0595		FACSIMILE NUMBER	086 205 0595	
E-MAIL ADDRESS	mcebisi.sandi@ecpta.co.za		E-MAIL ADDRESS	siyabonga.malotana@ecpta.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					



1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
--	--	---	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

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

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



PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>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.”</p>

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:



GENERAL CONDITION OF THE BID

1. INTERPRETATION

The word "Bidder" in these conditions shall mean and include any firm or any company or body incorporated or unincorporated.

The word "ECPTA" in these conditions shall mean the Eastern Cape Parks & Tourism Agency.

2. EXTENT OF BID

This contract is for – **THE APPOINTMENT OF A SERVICE PROVIDER TO IMPLEMENT WIDE AREA NETWORK (WAN) FOR THE EASTERN CAPE PARKS & TOURISM AGENCY FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO EXTEND FOR A FURTHER TWO (2) YEARS**

3. CONTRACT TO BE BINDING

The formal acceptance of this Bid by the ECPTA will constitute a contract binding on both parties.

MODE OF BID

All forms, annexure, addendums and specifications shall be signed and returned with the Bid document as a whole. ***The lowest or any Bid will not necessarily be accepted.***

The ECPTA wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

5. QUALITY

Should the specifications and / or descriptions not address any aspects of quality as specified, clarity should be provided to the ECPTA prior to the submission of a Bid.

6. INSURANCE CLAIMS, ETC.

The ECPTA shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The company shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify the ECPTA against all risks or claims which may arise.



It will be required from all bidders to submit proof of insurance or any other valid form of indemnification to ECPTA for scrutiny.

7. SIGNING OF DOCUMENTS

Bidders are required to return the complete set of documents duly signed.

8. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE

All Bids must remain valid for a period of 120 days from the closing date as stipulated in the Bid document.

8.1 PENALTY PROVISION

Should the successful Bidder:

- [a] Withdraw the Bid during the afore-mentioned period of validity; or
- [b] Advise the ECPTA of his / her / their inability to fulfil the contract; or
- [c] Fail or refuse to fulfil the contract; or
- [d] Fail or refuse to sign the agreement or provide any surety if required to do so;

Then, the Bidder will be held responsible for and is obligated to pay to the ECPTA:

- [a] All expenses incurred by the ECPTA to advertise for or invite and deliberate upon new Bids, should this be necessary.
- [b] The difference between the original accepted Bid price and:
 - [i] A less favourable (for the ECPTA) Bid price accepted as an alternative by the ECPTA from the Bids originally submitted; or
 - [ii] A new Bid price.

9. VALUE ADDED TAX

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

VAT must be included in the Bid price, but must be shown separately.



10. PRICE ESCALATION

Price escalation over the 5 years of the bid to be provided as per the detailed pricing schedule

11. AUTHORITY TO SIGN BID DOCUMENTS

In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the ECPTA at the time of submission of the Bid that the Bid has been signed by persons properly authorized thereto by resolution of the directors or under the articles of the entity.

12. SAMPLES

Samples may be required from shortlisted bidders at their own cost

13. DURATION OF THE BID

It is envisaged that the successful Bidder will be appointed once the bid administration process is finalized and will be required to begin work on the assignment immediately upon appointment.

14. DELIVERY PERIODS

Delivery periods, where indicated must be adhered to. Notwithstanding the termination date of the assignment the bidder will be required to submit progress reports to the ECPTA, the contract form and frequency and dates thereof to be stipulated and agreed upon by the parties upon the awarding of the Bid.

15. CLOSING DATE / SUBMITTING OF BIDS

Bids must be submitted in sealed envelopes clearly marked "**BID NO.: 08/FY/21 - THE APPOINTMENT OF A SERVICE PROVIDER TO IMPLEMENT WIDE AREA NETWORK (WAN) FOR THE EASTERN CAPE PARKS & TOURISM AGENCY FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO EXTEND FOR A FURTHER TWO (2) YEARS.**" Bids must be deposited in the bid box, 17-25 Oxford Street, East London, not later than 11:00 a.m. on the 15th of September 2020. Thereafter bids will be opened in public in the same premises.

Bids which are not submitted in a properly sealed and marked envelope and/or deposited in the relevant bid box on or before the closing date and time will not be considered. Faxed or e-mailed Bids will not be considered.



16. BID ENQUIRIES

Enquiries should be directed to the Supply Chain Management Unit. The following officials can be contacted: Mr. Mcebisi Sandi during normal office hours viz. 08:00 – 16:00 Mondays to Fridays. E-mail: mcebisi.sandi@ecpta.co.za

17. INSURANCE AND INDEMNITY

ECPTA shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The service provider will be required to carry adequate insurance and produce evidence that he/she is adequately covered by public liability insurance

18. VALIDITY PERIOD

Proposals are to be held valid and binding for 120 days from the closing date of submissions (calculated from, but not including, the due date).

19. PAYMENT

Payment will be made on completion of each deliverables and as agreed with the service provider within 30 days of receipt of the invoice. (15 days for EME's)

20. CONTROL OF THE CONTRACT

For the purposes of this contract ECPTA has appointed the Bid Committee for the adjudication, award and management of the bid.

21. AGREEMENT

The successful bidder undertakes to be bound by all terms and conditions contained in this bid document. The successful bidder further agrees as follows:

If any of the terms of this tender are not met, ECPTA reserves the right to cancel the agreement.

The successful bidder will be required to enter into a formal lease agreement with ECPTA. Prior to the commencement of lease, agreement will have to be reached with ECPTA on appropriate methodologies for each item of work.



TERMS OF REFERENCE

Background

The Eastern Cape Parks and Tourism Agency (ECPTA) vision (**Impact**) is to achieve inclusive economic growth the Eastern Cape that is defined by sustainable utilization of natural resources.

The **mission (Ultimate Outcome)** of the ECPTA is to lead conservation and tourism for the benefit of current and future generations.

Accordingly, the ECPTA developed the Strategic Plan for the 2020/21-205/26 in line with Chapter 5 of the Treasury Regulations issued in terms of the PFMA, and in response to the strategic priorities of the Eastern Cape Provincial Government. To this end, the ECPTA pursues a three strategic goals, namely:-

1. To optimise performance of Provincial Reserves
2. Develop tourism and biodiversity sectors.
3. Excite the Tourism Sector

In line with the strategic context described above and the ECPTA's vision, the IMCT section has a mandate to effectively support and coordinate all the Agency's Information Management and Communication Technology (IMCT) needs and requirements, whilst ensuring that value is realised through responsible IMCT investment.

The vision mission of the IMCT is to support and sustain the ECPTA business processes through the use of IMCT, with specific references to the following;

- The IMCT support in the consolidation of biodiversity information in the province through integrated and structured IMCT infrastructure;
- The IMCT support and value delivery to allow the promotion of tourism awareness and marketing through digital platforms such as websites and online portals;
- Implementing secure IMCT infrastructure, systems and services to allow for more efficient and effective management of assets in the Eastern Cape, with regards to biodiversity and conservation, and to elevate them to an international level;
- To ensure that IMCT systems are in place in order to assist ECPTA to protect the conservation assets in the Eastern Cape;
- To provide an innovative interface to external tourism products and to communicate and collaborate more efficiently with these products; and
- To have best of breed technology that enables seamless integration, distribution and protection of information



Governance

IMCT and its related risks and constraints need to be well governed and controlled to ensure that IMCT supports the strategic objectives of the business needs to implement and consider the following acts and practices:

- Access to information Electronic Communications and Transactions Act (ECT Act) 25 of 2002
- Electronic Communications Security (Pty) Ltd Act 68 of 2002
- Protection of Personal Information Act No 4 of 2013
- KING IV

It is important that the ECPTA policies are observed and most relevant policy in this regard is:

- ECPTA Information Security Policy.

The Eastern Cape Parks and Tourism Agency (ECPTA) currently employs an outdated Wide Area Network Solutions with limited MPLS capability and bandwidth resulting at the internet service that is slow in performance.

This document aims at providing all interested and qualified parties with the information that will assist a credible and experienced Internet Service Provider in responding to the bid inviting service providers to supply Broadband Wide Area Network leased equipment connecting all ECPTA sites through a Software Defined Wide Area Network Solution

Scope of Work

The scope of this project will not be limited to the Head Office of the Eastern Cape Parks and Tourism Agency. The solution proposed must provide a solution that will act as a backbone infrastructure of the ECPTA Wide Area Network connecting all the organization's sites to internet, telephone (VOIP), business applications, cloud services and more. Each site must be able to break out individually through a broadband solution. Through solution proposed must be able to provide secured interconnectivity of the other sites through SDWAN solution.

It is important to note that all equipment proposed by the bidder must be on a lease option except for the following, which must be on an outright purchase option (Once off cost):

1. Fortinet FortiGate 50E Firewalls for all sites except for the Head Office
2. HP Aruba 2530 8Port PoE+ for all site except for the Head Office



The implementation of SDWAN component of the network together with firewalls and switches must be conducted by the successful bidder and be handed over to the ECPTA management staff going forward. Successful bidder is expected to continue to maintain all the other WAN leased equipment with an exception of the above-mentioned equipment. All information that passes through the network is private, confidential and therefore advanced security measures must be applied. This information remains the intellectual property of ECPTA.

The Agency aims at having full control in managing the network traffic that passes through the SDWAN solution.

1. Location of the Sites

The Eastern Cape Parks and Tourism Agency operate on the following location:

No	Region	Site Name	Site Town	Site coordinates		Type of Link	Services to be used			Current Bandwidth in MB	Band width Needed	SLA	Downtime Days Based on %	
				Lat	Long		2 nd Link	Voice	Data					Video
1	Head Office	Head Office	East London	-33.0197	27.906	Fiber	Y	x	x	x	30	300	99.9%	0.365
2	Western	Port Elizabeth Regional Office	Port Elizabeth	-33.9859	25.3678	Fiber/Micro wave	N	x	x	x	10	300	99.9%	0.365
3	Eastern	Mthatha Regional Office	Mthatha	-31.5923	28.7526	Fiber/Micro wave	N	x	x	x	10	300	99.9%	0.365
4	Central	Umtiza NR	East London	-33.0158	27.8089	LTE/Satellite	N	x	x	x	4	50	98%	7.3
5	Central	Double Mouth	East London	-32.9156	28.0611	LTE/Satellite	N	x	x	x	4	50	98%	7.3
6	Central	Hamburg NR	Peddie	-33.2945	27.4695	LTE/Satellite	N	x	x	x	4	50	98%	7.3
7	Central	Mpofu	Fort Beaufort	-32.6303	26.5728	LTE/Satellite	N	x	x	x	4	50	98%	7.3
8	Central	Fort Fordyce NR	Fort Beaufort	-32.6799	26.4894	LTE/Satellite	N	x	x	x	4	50	98%	7.3
9	Central	Tsolwana NR	Tarkaastad	-32.1464	26.4441	LTE/Satellite	N	x	x	x	4	50	98%	7.3
10	Central	Commando Drift NR	Tarkaastad	-32.1144	26.0480	LTE/Satellite	N	x	x	x	4	50	98%	7.3
11	Central	Oviston NR	Venterstad	-30.7000	25.7659	LTE/Satellite	N	x	x	x	4	50	98%	7.3
12	Central	Ongeluksnek NR	Matatiel	-30.3296	28.3660	LTE/Satellite	N	x	x	x	4	50	98%	7.3
13	Western	Groendal NR	Uitenhage	-33.7198	25.3148	LTE/Satellite	N	x	x	x	4	50	98%	7.3
14	Western	Formosa NR	Formosa	-33.8228	23.8553	LTE/Satellite	N	x	x	x	4	50	98%	7.3
15	Western	Baviaanskloof NR	Patensie	-33.6338	24.2440	LTE/Satellite	N	x	x	x	4	50	98%	7.3
16	Western	Heavens Manager's House	Patensie	-33.6778	24.5840	LTE/Satellite	N	x	x	x	4	50	98%	7.4



17	Western	Baviaansklo of NR - Western Office	Sturdis	-33.5500	23.9531	LTE/Satellite	N	x	x	x	4	50	98%	7.4
18	Western	Baviaansklo of NR - Western House	Sturdis	-33.6038	24.2262	LTE/Satellite	N	x	x	x	4	50	98%	7.4
19	Western	Baviaansklo of NR - Western Rangers House	Sturdis	-33.6248	24.2670	LTE/Satellite	N	x	x	x	4	50	98%	7.4
20	Western	Island NR	Port Elizabeth	-33.9857	25.3704	LTE/Satellite	N	x	x	x	4	50	98%	7.3
21	Western	Double Drift NR	Alice	-32.9922	26.8382	LTE/Satellite	N	x	x	x	4	50	98%	7.3
22	Western	Double Drift NR	Alice	-32.9922	26.8382	LTE/Satellite	N	x	x	x	4	50	98%	7.3
23	Western	Great Fish NR	Grahamstown	-33.0859	26.7807	LTE/Satellite	N	x	x	x	4	50	98%	7.3
24	Western	Sam Knott NR	Grahamstown	-33.1343	26.6512	LTE/Satellite	N	x	x	x	4	50	98%	7.3
25	Western	Thomas Baines	Grahamstown	-33.2257	26.2816	LTE/Satellite	N	x	x	x	4	50	98%	7.3
26	Western	Waters Meeting	Bathurst	-33.5076	26.8299	LTE/Satellite	N	x	x	x	4	50	98%	7.3
27	Eastern	Dwesa NR	Willowvale	-32.3092	28.8274	LTE/Satellite	N	x	x	x	4	50	98%	7.3
28	Eastern	Cwebe NR	Willowvale	-32.2265	28.8922	LTE/Satellite	N	x	x	x	4	50	98%	7.3
29	Eastern	Nduli NR	Mthatha	-31.5923	28.7526	LTE/Satellite	N	x	x	x	4	50	98%	7.3
30	Eastern	Hluleka NR	Ngqeleni	-31.8252	29.3016	LTE/Satellite	N	x	x	x	4	50	98%	7.3
31	Eastern	Silaka NR	Port St Johns	-31.6532	29.5078	LTE/Satellite	N	x	x	x	4	50	98%	7.3
32	Eastern	Mkhambati NR	Flagstaff	-31.2826	29.9522	LTE/Satellite	N	x	x	x	4	50	98%	7.3
33	Eastern	Wild Coast Office	Lusikisiki	-31.3673	29.5813	LTE/Satellite	N	x	x	x	4	50	98%	7.3

NB: Please indicate the type of link you will be proposing in each site.

2. Business Requirements

The Eastern Cape Parks and Tourism Agency have the following business requirements:

- Implement leased Broadband WAN technology as a core backbone infrastructure for all ECPTA services such as voice, data, video and business application available
- Implement the Software Defined Wide Area Network Technology that will ensure integration of all ECPTA sites and provide access to Cloud services smoothly when using the network
- Implement and set up Fortinet FortiGate 50E Firewall in all sites except for the Head Office
- Implement and set up managed switch for all sites except for the Head Office
- Ensure enhanced security in all site



3. Expected Deliverables, Outputs and Outcomes

The solution proposed will be expected to perform at minimum the following activities

1. ECPTA intends to engage a successful bidder for 3 years with an exception to extend for additional two years. Upon appointment, the selected bidder will have six months to deliver the solution as required.
2. This Broadband and SDWAN service includes network designing, providing all related network hardware on lease for connectivity, last mile, bandwidth, installation, configuration, hardening, maintenance support, integration with LAN/WAN, proactive monitoring and reporting, change management, migration, training etc., with SLA binding the successful bidder to uptime and application/service quality commitments
3. The NPT (Network Performance Tuning) includes deputing an official capable of reviewing of existing ECPTA WAN/LAN, gap finding/ performance issues, DNS check-up, IPv6 compliance check of network equipment, plugging of gaps, review & report (as indicated in scope of work).
4. A successful bidder to provide multiple Class Over Service (COS) for real time traffic / non-real time traffic /business traffic/Quality of Service (QOS)
5. A successful bidder to ensure that firewalls are implemented at all locations/offices of ECPTA(except for the Head Office). It is important to note after the bidder has setup to the firewalls at the locations, these firewalls would be handed over to the ECPTA personnel for updates and maintenance. Training to internal staff must be provided.
6. A successful bidder to extend SDWAN to ECPTA locations/offices and shall be scalable to add new sites as and when required by ECPTA, at the contracted rate.
7. A successful bidder to upgrade bandwidth to higher/lower value based on operational requirements.
8. A successful bidder to shift the equipment and provide SDWAN connectivity at new location, in case of shifting of existing premises at any of the present or future ECPTA location as per contracted rate. This must cater for outdoor transfer as well.
9. The network must be able to support Video, Voice and prioritise ERP applications
10. The proposed solution must provide a SIP trunk into a telephony system to cater for PSTN (receiving and making calls externally).
11. The proposed solution must retain or port our current phone numbers across to the new Telephony providers system
12. Ability to make free connect calls between the existing resorts over the network.
13. The Agency is currently making use of Skype for Business as the telephone application system. It is important to note that the Agency will be migrating to Microsoft Teams.
14. The proposed solution should support Perimeter Security with Web Content Filtering
15. The proposed solution should improve reliability



16. The proposed solution should simplify management
17. The proposed solution should offer both broadband and SDWAN solutions as indicated above
18. The proposed solution should support adaptive forward error correction and real-time packet order correction; to ensure the highest-quality course for communication and traffic to travel throughout the ECPTA network/Supports TCP optimization and forward-error correction for real-time applications/
19. The solution proposed should provide sub-second dynamic traffic steering
20. The solution proposed should be able to provision enough TCP sessions up front to scale with ECPTA requirements without adding more appliances.
21. The solution proposed should be able to provide real-time path selection, edge routing, stateful firewall, end-to-end quality of service (or QoS) measurement, and scalable WAN optimization
22. The solution proposed should support on-premises firewall integration.
23. The solution proposed should be capable of extending to multiple cloud providers
24. The solution proposed should Increase network security, performance and flexibility.
25. Deployable in-house, with 24/7/365 technical support should ECPTA team need some assistance
26. Solution create a virtual WAN overlay that doesn't require a forklift upgrade of existing routers or infrastructure
27. Broadband connectivity (or similar) should be provided for all sites, in worst case scenario LTE or Satellite should be provided



EVALUATION CRITERIA

BIDS WILL BE EVALUATED IN ACCORDANCE WITH THE PREFERENTIAL PROCUREMENT POLICY FRAME WORK ACT (PPPFA) of 2000 AND ITS REGULATIONS OF 2017

A Three (3) Stage Evaluation process will be employed. In Stage One (1) Bids will be evaluated based on Pre-Requisites. Only bidders who meet all the criteria for the Pre-requisites will advance to Stage 2. In Stage two (2), bids will be evaluated on Functionality criteria. Only bidders who achieve a minimum score of 40 out of 50 will be evaluated on Stage 3 (Price and B-BBEE) using 80/20 criteria.

STAGE 1: PRE-REQUISITE REQUIREMENTS

❖ Proof of local Address.

Bidders must have operating offices within the Eastern Cape Province. Proof of address must be submitted in **any** of the following documents:

- **Lease Agreement/proof of ownership of property** (Lease Agreement must indicate the period of lease signed by both parties). Unsigned lease or lease agreements with no period will not be considered. In cases where the lease has been renewed, copies of lease renewal must be submitted with the bid.
- **Utility Bill** (not older than 3 months from the date of advert of this bid). Utility Bill older than 3 months will not be considered)
- **Municipal Rates/ Clearance Account** (not older than 3 months from the date of advert of this bid). Municipal Rates Account older than 3 months will not be considered.
- **Confirmation Letter from Ward Councillor** (not older than 3 months from the bid advert date. Confirmation letters from Councilors older than 3 months will not be considered.

NB: Failure to comply with any of the above-mentioned requirements will lead to bidder being disqualified

❖ Proof of Company Experience.

Bidders must submit a minimum of 5 relevant projects completed. Proof of projects completed must be submitted in the client's letterhead in **any** of the following documents:

- Reference Letters; or
- Appointment Letters; or
- Service Level Agreements; or



- Purchase Orders

NB: Failure to submit the proof of experience in any of the above-mentioned documents will lead to bidder being disqualified

❖ Proof of Broadband Network Coverage Across Eastern Cape

Bidders must demonstrate coverage of over 90% where ECPTA sites are located (please refer to the location section of this document). Bidders must submit their network footprint across the Eastern Cape. Proof must be in either of the following documents:

- Digital maps demonstrating signal towers OR
- Ordinary Maps demonstrating signal towers

NB: Failure to submit the proof in either of the above-mentioned documents will lead to bidder being disqualified

❖ Proof of Team Capability (Project Management Team).

Bidders must submit a minimum of Four (4) Project Management Team members CV's with the following:

- A minimum of Three years relevant experience demonstrated on the CV
- Certified Copy of a relevant Certificate. The certificates must be dated within 3 months prior bid advert date

Discipline	Copy of a CV with a minimum three year's relevant experience	Copy of a Certificate certified within 3 months prior bid advert date
Cisco Certified Internetworking Expert (CCIE Certification)		
Project Management Certification (Prince 2 or Equivalent)		
ITIL v3 Certification		
COBIT Implementation (Part 1 and Part 2) Certification		
NSE 4 (Security) Certification		
The Open Group Architecture Framework (Part 1 and 2) TOGAF Certification		

NB: Failure to comply with the above requirements will lead to disqualification of the bid



STAGE 2- Functionality

Criteria	Points
<p>Bidders must submit a detailed Methodology and Detailed Network Structure including but not limited to the following:</p> <ul style="list-style-type: none"> ○ Detailed network Diagram with clear labels (10 points) ○ Detailed methodology statement from inception to close out (Bidders must submit detailed Stages of execution. Each Stage must detail tasks and output per stage. (15) ○ Bidders must submit a detailed project plan with a detailed cost breakdown. NB (No hidden costs). (10 points) ○ Bidders must submit a detailed Risk Management Strategy for the project. A minimum of five (5) risks are required. Each Risk identified must be ranked with a probability and a mitigating factor (10 points) ○ Bidders must submit a detailed Quality Management Plan to ensure continued support. Bidders are expected to refer to the relevant ISO standards for the proposed Quality Management Plan (5 points) 	50
Total	50

NB: Bidder must achieve a minimum score of 40 points out of 50 in order to progress to stage three (3)

STAGE 3- PRICE & B-BBEE

CRITERIA	POINTS
Price	80
B-BBEE Status	20
Total	100

NB: Certified copy or original B-BBEE Status Level Verification Certificate/ Sworn Affidavit must be submitted to substantiate B-BBEE Status claimed. When such certificate is not provided as proof the company will automatically score zero.



BIDDERS SHALL TAKE NOTE OF THE FOLLOWING SCM BID CONDITIONS:

- The Eastern Cape Parks & Tourism Agency Supply Chain Management Policy will apply;
- Bidders must be registered with the National Treasury Central Supplier Database (Copy of valid CSD report to be attached)
- Bidders must complete the set of bidding documents provided by ECPTA. Failure to complete the documents will result in immediate rejection of the proposal
- The ECPTA does not bind itself to accept the lowest priced bid or any other Bid and reserves the right to accept the whole or part of the Bid
- BID's submitted are to hold good for a period of 120 days
- BID's which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted;
- ECPTA reserves the right to terminate the contract if not satisfied with the work produced by the service provider. Only bidders that have met the requirements of the proposal / specification shall be considered during the adjudication process;
- The ECPTA Bid Committee and the Supply Chain Management Unit may, before a bid is adjudicated or at any time during the bidding process, oblige a bidder to substantiate any claims it may have made in its bid documents;
- A service level agreement (SLA) shall be signed with the successful service provider.
- ECPTA will not be held responsible for any cost incurred by the service provider in the preparation and submission of the Bid. Identity document of the owners of the company and credentials of the company and team to be involved in the project are to be included with the bid as they will be subject to vetting.
- Companies that bid as joint venture must have a signed business agreement by both parties. If the service provider does not meet this requirement, it will be automatically disqualified.
- In order to meet the requirements of the Eastern Cape Framework for Local Economic Development through Procurement Initiatives, preference will be given to Service Providers who reside within the Eastern Cape.



GENERAL CONDITIONS OF CONTRACT

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 provider's performance
22. Penalties
23. Termination for defaults
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



GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

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

“**Chief Executive Officer**” means the CEO of ECPTA or her/his duly authorized representative;

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

“**Contract price**” means the price payable by the provider under the contract for the full and proper performance of his contractual obligations.

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

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

“**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.

“**Day**” means calendar day.

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

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

“**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



provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

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

“ECPTA” means Eastern Cape Parks & Tourism Agency.

“Force majeure” means an event beyond the control of the provider and not involving the provider’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.

“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.

“GCC” means the General Conditions of Contract.

“Goods” means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.

“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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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.

“Letter of acceptance” means the written communication by ECPTA to the contractor recording the acceptance by ECPTA of the contractor’s tender subject to the further terms and conditions to be itemized in the contract;

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



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

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

“Project site,” where applicable, means the place indicated in bidding documents.

“Purchaser” means the organization purchasing the goods.

“Republic” means the Republic of South Africa.

“SCC” means the Special Conditions of Contract.

“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 provider covered under the contract.

“Signature date “ means the date of the letter of acceptance;

“Tender” means an offer to supply goods/services to ECPTA at a price;

“Tenderer” means any person or body corporate offering to supply goods/services to ECPTA;

“Written” or **“in writing”** means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise 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, ECPTA shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the institution's website.

4. Standards

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

5. Use of contract documents and information; inspection

The provider 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 provider 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.

The provider 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.

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 provider's performance under the contract if so required by the purchaser.

The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.



6. Patent rights

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

When a provider develops documentation/projects for ECPTA, the intellectual, copy and patent rights or ownership of such documents or projects will vest in ECPTA.

7. Performance security

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

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

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

a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in South Africa or abroad, acceptable to ECPTA, in the form provided in the bidding documents or another form acceptable to ECPTA; or a cashier's or certified cheque.

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



8. Inspections, tests and analyses

All pre-bidding testing will be for the account of the bidder.

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 purchaser or an organization acting on behalf of the purchaser.

If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

If the inspections, tests and analyses referred to in clause 8.2 & 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.

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 provider.

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.

Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.

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. Packaging

The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.

11. Insurance

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

12. Transportation

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

13. Incidental services

The provider may be required to provide any or all of the following services, including additional services, if any:

Performance or supervision of on-site assembly and/or commissioning of the supplied goods; furnishing of tools required for assembly and/or maintenance of the supplied goods; furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;



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 provider of any warranty obligations under this contract; and

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

Prices charged by the provider 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 provider for similar services.

14. Spare parts

As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:

such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and in the event of termination of production of the spare parts:

Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

The provider 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 provider 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 provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.



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.

The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.

Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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

16. Payment

The method and conditions of payment to be made to the provider under this contract shall be specified

The provider 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.

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 provider.

Payment will be made in Rand unless otherwise stipulated.

17. Prices

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



18. Increase/decrease of quantities

In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Contract amendments

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

20. Assignment

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

21. Subcontracts

The provider 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 provider from any liability or obligation under the contract.

22. Delays in the provider's performance

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

22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.



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

Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider 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.

Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling 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 provider'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 provider.

23. Penalties

23.1 Subject to GCC Clause 25, if the provider 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 good 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.

24. Termination For Default

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

if the provider 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; if the provider fails to perform any other obligation(s) under the contract; or

if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

25. Anti-Dumping and Counter-Vailing Duties and Rights

25.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the 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 provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider 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.

26. Force Majeure

26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that he delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.

27. Termination For Insolvency

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



28. Settlement of Disputes

28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.

28.2 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 provider 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.

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

28.4 Notwithstanding any reference to mediation and / or court proceedings herein, the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

29. Limitation of Liability

29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; the provider 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 provider to pay penalties and / or damages to the purchaser; and the aggregate liability of the provider 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.

30. Governing Language

30.1 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.



31. Applicable Law

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

32. Notices

32.1 Every written acceptance of a bid shall be posted to the provider 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.

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.

33. Taxes and Duties

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

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

No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

34. Transfer of Contracts

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

35. Amendment of Contracts

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

DATE

SIGNATURE OF BIDDER



CENTRAL SUPPLIER DATABASE (CSD SUMMARY REPORT)

It is a condition of bid that the bidder is registered with the National Treasury Central Supplier Database (CSD) register.

ATTACH CSD SUMMARY REPORT HERE



PRICING SCHEDULE

Name of bidder..... Bid number: 08/FY/21

Closing Date: 15 September 2020

Closing Time 11:00

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

It is important to note that all equipment proposed by the bidder must be on a lease option except for the following, which must be on an outright purchase option (Once off cost):

1. Fortinet FortiGate 50E Firewalls for all sites except for the Head Office
2. HP Aruba 2530 8Port PoE+ for all site except for the Head Office

YEAR ONE

Description	Rate	Number of Sites	Total Price
Initial / Set up Costs (Once –Off)	N/A	N/A	R
Fortinet FortiGate 50E Firewalls for all sites except for the Head Office (Outright purchase)	R	33	R
HP Aruba 2530 8Port PoE+ for all site except for the Head Office	R	33	R
Occurrence Costs (Including Management/Service Fees) monthly x 12 months	R (per month)	N/A	R (total for 12 months)
SUBTOTAL	R		
ADD 15% VAT	R		
GRAND TOTAL (YEAR 1)	R		



VARIABLE COSTS - YEAR ONE

Description	Rate
Usage Costs (Rate only)	R

YEAR TWO

Description	Rate	Number of Sites	Total Price
Initial / Set up Costs (Once –Off)	N/A	N/A	N/A
Fortinet FortiGate 50E Firewalls for all sites except for the Head Office (Outright purchase)	R	33	R
HP Aruba 2530 8Port PoE+ for all site except for the Head Office	R	33	R
Occurrence Costs (Including Management/Service Fees) monthly x 12 months	R (per month)	N/A	R (total for 12 months)
SUBTOTAL	R		
ADD 15% VAT	R		
GRAND TOTAL (YEAR 2)	R		

VARIABLE COSTS - YEAR TWO

Description	Rate
Usage Costs (Rate only)	R



YEAR THREE

Description	Rate	Number of Sites	Total Price
Initial / Set up Costs (Once –Off)	N/A	N/A	N/A
Fortinet Forti Gate 50E Firewalls for all sites except for the Head Office (Outright purchase)	R	33	R
HP Aruba 2530 8Port PoE+ for all site except for the Head Office	R	33	R
Occurrence Costs (Including Management/Service Fees) monthly x 12 months	R (per month)		R (total for 12 months)
SUBTOTAL	R		
ADD 15% VAT	R		
GRAND TOTAL (YEAR 3)	R		

VARIABLE COSTS - YEAR THREE

Description	Rate
Usage Costs (Rate only)	R

BID PRICE SUMMARY (INITIAL THREE YEARS)

DESCRIPTION	YEAR 1	YEAR 2	YEAR 3
Implement Wide Area Network With Software Defined Wide Area Network Solution For The ECPTA			
TOTAL (INITIAL 3 YEARS) excluding Usage Fees	R		



YEAR FOUR (OPTIONAL RENEWAL)

Description	Rate	Number of Sites	Total Price
Initial / Set up Costs (Once –Off)	N/A	N/A	N/A
Fortinet Forti Gate 50E Firewalls for all sites except for the Head Office (Outright purchase)	R	33	R
HP Aruba 2530 8Port PoE+ for all site except for the Head Office	R	33	R
Occurrence Costs (Including Management/Service Fees) monthly x 12 months	R (per month)		R (total for 12 months)
SUBTOTAL	R		
ADD 15% VAT	R		
GRAND TOTAL (YEAR 4)	R		

VARIABLE COSTS - YEAR FOUR

Description	Rate
Usage Costs (Rate only)	R

YEAR FIVE (OPTIONAL RENEWAL)

Description	Rate	Number of Sites	Total Price
Initial / Set up Costs (Once –Off)	N/A	N/A	N/A
Fortinet Forti Gate 50E Firewalls for all sites except for the Head Office (Outright purchase)	R	33	R
HP Aruba 2530 8Port PoE+ for all site except for the Head Office	R	33	R
Occurrence Costs (Including Management/Service Fees) monthly x 12 months	R (per month)		R (total for 12 months)
SUBTOTAL	R		
ADD 15% VAT	R		
GRAND TOTAL (YEAR 5)	R		



VARIABLE COSTS - YEAR FIVE

Description	Rate
Usage Costs (Rate only)	R

BID PRICE SUMMARY (TOTAL FIVE YEARS)

DESCRIPTION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Implement Wide Area Network With Software Defined Wide Area Network Solution For The ECPTA					
TOTAL BID PRICE (FIVE YEARS) excluding Usage Fees	R				

NB: Bidders must provide a detailed pricing schedule in their company letterhead. The pricing schedule must include all costs associated with the project.

NB: Hidden costs will not be entertained

I CERTIFY THAT THE INFORMATION FURNISHED ON THIS FORM IS TRUE AND CORRECT.
 I FURTHER ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

DATE: _____

CAPACITY IN WHICH THE BID IS SIGNED: _____



DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

the bidder is employed by the state; and/or the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):.....

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –



- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder **YES / NO**
presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:
.....

Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain **YES / NO**
the appropriate authority to undertake remunerative
work outside employment in the public sector?

2.7.2.1 If yes, did you attached proof of such authority to the bid **YES / NO**
Document?

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:



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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.
.....
.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.
.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**



2.11.1 If so, furnish particulars:

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

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

Full Name	Identity Number	Personal Tax Reference Number	State Number	Employee /Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder



**SBD 6.1
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable;

1.2 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.3 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;



- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - B-BBEE Status level certificate issued by an authorized body or person;
 - A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18



3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		



8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result



of that person's conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....



DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD 8)

This Standard Bidding Document must form part of all bids invited.

It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

The bid of any bidder may be disregarded if that bidder, or any of its directors have-

abused the institution's supply chain management system;
committed fraud or any other improper conduct in relation to such system; or
failed to perform on any previous contract.

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the register to facsimile number (012) 3265445.	<input type="checkbox"/>	<input type="checkbox"/>



4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

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

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

Date

.....

Position

Name of Bidder



CERTIFICATE OF INDEPENDENT BID DETERMINATION SBD 9

1. This Standard Bidding Document (SBD) must form part of all bids¹ invited.

Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

2. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

- a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

- b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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



SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder) I have read and I understand the contents of this Certificate; understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- (a) has been requested to submit a bid in response to this bid invitation;
- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.



The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding: prices; geographical area where product or service will be rendered (market allocation)

- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) Bidding with the intention not to win the bid.

In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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 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.

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

.....
Signature Date

.....
Position Name of Bidder



JOINT VENTURE DISCLOSURE FORM

GENERAL

- i. All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii. A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) the contributions of capital and equipment
 - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.



1. **JOINT VENTURE PARTICULARS**

a) Name

b) Postal address

.....
.....

d) Physical address.....

e) Telephone.....

f) Fax.....

2. **IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER**

2.1(a) Name of the Firm.....

Postal Address.....

Physical Address.....

Telephone.....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

2.2(a) Name of Firm.....

Postal Address.....

Physical Address.....



Telephone.....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

(Continue as required for further non-Affirmable Joint Venture Partners)

IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm.....

Postal Address.....

Physical Address.....

Telephone.....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

3.2(a) Name of Firm.....

Postal Address.....

Physical Address.....

Telephone.....

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:



3.3(a) Name of Firm.....

Postal Address.....

Physical Address.....

Telephone.....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

5. OWNERSHIP OF THE JOINT VENTURE

a) **Affirmable Joint Venture Partner ownership percentage(s)%**

b) Non-Affirmable Joint Venture Partner ownership percentage(s)%

c) Affirmable Joint Venture Partner percentages in respect of: *

(i) Profit and loss sharing

(ii) Initial capital contribution in Rands

*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) Anticipated on-going capital contributions in Rands

(iv) contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES



	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

- (a) Joint Venture cheque signing

.....

.....

.....



(b) Authority to enter into contracts on behalf of the Joint Venture

.....

.....

.....

(c) Signing, co-signing and/or collateralising of loans

.....

.....

.....

(d) Acquisition of lines of credit

.....

.....

.....

(e) Acquisition of performance bonds

.....

.....

.....

(f) Negotiating and signing labour agreements

.....

.....



.....

8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

(a) Supervision of field operations

.....

(b) Major purchasing

.....

(c) Estimating

.....

(d) Technical management

.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

(a) Identify the “managing partner”, if any,

.....

.....

.....

.....



(b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

.....

(c) Describe the management structure for the Joint Venture’s work under the contract

MANAGEMENT DESIGNATION	FUNCTION	/	NAME	PARTNER*

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint-Venture Partner”).

10. PERSONNEL

(a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.



TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in “ex Affirmable Joint-Venture Partner” or “ex non-Affirmable Joint-Venture Partner”).

(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

(c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....



(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature.....

Duly authorised to sign on behalf of.....

Name.....

Address.....

Telephone.....

Date.....

Signature.....

Duly authorised to sign on behalf of.....

Name.....



Address.....

Telephone.....

Date.....

Signature.....

Duly authorized to sign on behalf of.....

Name.....

Address.....

Telephone.....

Date.....

Signature.....

Duly authorized to sign on behalf of.....

Name.....

Address.....

Telephone.....

Date.....



AUTHORITY TO SIGN BID DOCUMENTS

In the case of a bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to ECPTA at the time of submission of the bid that the bid has been signed by persons properly authorized thereto by resolution of the directors or under the articles of the entity.

Please attach proof to the next page.



COMPANY DETAILS

The following company details schedule must be completed to ensure that the prerequisite requirements to bidding are met.

Registered Company Name	
Company Registration Number	
VAT Number	
Bank Name	
Branch Name	
Bank Account Number	
Professional Registration Details	
Professional Indemnity Details	



PREVIOUS EXPERIENCE

Previous experience is an important evaluation criteria and it is therefore important that the following information is provided.

Details of references		
1	Employer	
	Description of work	
	Date	
	Duration of Contract	
	Contact Person	
	Contact No.	
2	Employer	
	Description of work	
	Date	
	Duration of Contract	
	Contact Person	
	Contact No.	
3	Employer	
	Description of work	
	Date	
	Duration of Contract	
	Contact Person	
	Contact No.	

NB: ATTACH WRITTEN PROOF OF COMPANY EXPERIENCE HERE. PROOF CAN BE IN A FORM OF APPOINTMENT LETTERS, WRITTEN TESTIMONIALS, COPY OF PURCHASE ORDERS E.T.C

