



CALL FOR BIDS

BID NO: ECDC/ELN/214/072021

BID SUBJECT: UPGRADE AND MAINTENANCE OF THE EXISTING MPLS NETWORK INCLUDING SECURE INTERNET ACCESS, CONVERGED VOICE, DATA AND VIDEO SERVICES AT ECDC FOR A PERIOD OF (3) THREE YEARS.

Consisting of:

The Request for Services (Returnable) - This Document

Issued by:

Eastern Cape Development Corporation
ECDC House, Ocean Terrace Park, Moore Street,
Quigney, East London.
Tel: 043 704 5600

BIDDER'S NAME:

CSD NUMBER:

CLOSING DATE:	17 AUGUST 2021
CLOSING TIME:	12h00

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www.ecdc.co.za

Nr	DETAILS	PAGE
SECTION A		
A	Abbreviations	3
B	Definitions	3
SECTION B – GENERAL INFORMATION		
1	Invitation to Bid	8
1.1	Eligibility to Bid/Minimum requirements	9
1.2	Estimated Timeline	9
1.3	Compulsory Briefing Session	9-10
1.4	Submission of Bid Documents	10-11
1.5	Preferential Procurement	11
1.6	Evaluation Criteria	11-19
1.7	Alteration or Withdrawal of Proposals	19
1.8.	Costs for preparation of Proposals/presentations	19
1.9.	Ownership of Proposals and Presentations	19
1.10	Tax Clearance Certificate Requirements	19-20
1.11	Confidentiality	20
1.12	Inventions Patent and Copy Rights	20
1.13	Ethics	20
1.14	Competition	21
1.15	Cancellation of Bid Process	21
1.16	Interviews	21
1.17	Signing of documentation	21
1.18	Contract award	21-22
1.19	Supplier Due Diligence	22
1.20	Disclaimer	22
SECTION C – TERMS OF REFERENCE		
1.	Vision	24
2.	Mission	24
3.	Legislative Mandate	24
4.	Scope of Services Required	25-35
5.	Required Capacity, Qualifications, Experience & Track Record	35
6.	Conditions Specific to this Bid	36-39
7.	Response Format	39-40
SECTION D – REQUIRED DOCUMENTATION		
A	General bidder information	41-42
B	Location	43
C	Functionality - Profile	43
D	Functionality – Experience	44
E	Functionality – Services	45
F	Form of Offer and Acceptance Offer	46-49
G	Pricing Schedule Professional Services	50-56
H	Bidders declaration of interest	57-59
I	Bidders (shareholder's etc.) declaration of interest	60
J	Certificate of independent bid declaration	61
K	Preference Point Claim	62

SECTION A: ABBREVIATIONS AND ACRONYMS	
B-BBEE	Broad-based Black Economic Empowerment
B-BBEEA	Broad-based Black Economic Empowerment Act 53 of 2003
B-BBEE Codes	Broad-based Black Economic Empowerment Codes of Good Practice-2007
CIDB	Construction Industry Development Board
DTI	Department of Trade and Industry
ECDC	Eastern Cape Development Corporation
EME	Exempt Micro Enterprise
IRBA	Independent Regulatory Board of Auditors
PCCA	Prevention and Combating of Corrupt Activities Act 12 of 2004
PFMA	Public Finance Management Act (Act 1 of 1999)
PPPFA	Preferential Procurement Policy Framework Act (Act 5 of 2000)
QSE	Qualifying Small Enterprise
SABS	South African Bureau of Standards
SANAS	South African National Accreditation System
SARS	South African Revenue Service
SASAE	South African Standard on Assurance Engagements
SCM	Supply Chain Management
SMME	Small, Medium and Micro Enterprises
ToR	Terms of Reference
CSD	National Treasury Central Supplier Database for South African Government
OEM	Original Equipment Manufacturer
B: DEFINITIONS	
Acceptable tender	Means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
Accreditation Body	Means the South African National Accreditation System or any other entity appointed by the Minister from time to time whose function it is to: Accrediting verification agencies Developing, maintaining and enforcing of Verification Standards
Affordable	Means (in terms of a PPP-Agreement) that the financial commitments to be incurred can be met by funds: Designated within ECDC's existing budget for the function to which the agreement relates; and Destined for ECDC in accordance with the relevant Treasury's future budgetary projections.
All applicable taxes	Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
B-BBEE status level of contributor	means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

Bid	Means a written offer or proposal to supply goods and/or provide services, submitted in response to the ECDC's invitation to quote or submit proposals which includes advertised competitive bids, written price tenders or proposals.
Bid Specification	A specification that lays down the characteristics of goods to be procured or their related processes and production methods, or the characteristics of services to be procured or their related operating methods, including the applicable administrative provisions, and a detailed requirement relating to conformity assessment procedures that an entity prescribes and shall include TOR for specialised services.
Black People	means 'African', 'Indian' and 'Coloured' people who are citizens of the Republic of South Africa by birth; or are citizens of the Republic of South Africa by naturalisation before the commencement date of the Constitution of South Africa Act (1993); or became citizens of the Republic of South Africa after the commencement of the of the Constitution of South Africa Act (1993), but who for the Apartheid policy that has been in place to that date, would have been entitled to acquire citizenship by naturalisation prior to that date.
Broad based black empowerment	Means broad-based black empowerment means the empowerment of all black people including women, workers, youth, people with disabilities and people living in rural areas through diverse but integrated social-economic strategies that include, but are not limited to: Increase the number of black people that manage, own and control enterprises and productive assets; Facilitating ownership and management of enterprises and productive assets by communities, workers, cooperatives and other collective enterprises Human resources and skills development Achieving equitable representation in all occupational categories and levels in the workforce Preferential procurement; and Investment in enterprises that are owned or managed by black people.
Broad based black empowerment Act	means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003)
Close family member	Shall mean: - member of the same household, parent (including adoptive parent), parent-in-law, son (including adoptive son), son-in-law, daughter (including adoptive daughter), daughter-in-law, step-parent, step-son, step-daughter, brother, sister, grandparent, grandchild, uncle, aunt, nephew, niece, the spouse or unmarried partner with relation to any of the person's above.
Code of Ethics	refer to the ECDC Code of Ethics for Management and Staff as may be amended from time to time.
Comparative price	Means the price after the factors of a non-firm price and all the unconditional discounts that can be utilised have been taken into consideration.
Consortium or joint venture	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.
Contract	Means the agreement that results from the acceptance of a bid by ECDC.
Designated sector	Means a sector, sub-sector or industry that has been designated by the DTI in line with national development and industrial policies for local production, where on local produced goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.

Duly sign	means a document that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
Exempt Micro Enterprise (EME)	means an enterprise with a specified total annual revenue as per Department of Trade and Industry Codes of Good Practice on Broad Based Black Economic Empowerment
Family member	Means a husband or wife, any partner in a customary union according to indigenous law or any partner in a relationship where the parties live together in a manner resembling a marital partnership or a customary union; and any person related to either one or both persons referred above within the second degree through a marriage, a customary union or a relationship or the third degree of consanguinity.
Firm price	Means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.
Fronting	Means a deliberate circumvention or attempted circumvention of the B-BBEE Act and the Codes. Fronting commonly involves reliance on data or claims of compliance based on misrepresentation of facts, whether made by the party claiming compliance or by any other person.
Functionality	Means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical or useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of the tenderer.
Imported content	Means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the bidder or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African port of entry.
ICASA	ICASA is responsible for regulating the telecommunications, broadcasting and postal industries in the public interest and ensure affordable services of a high quality for all South Africans. It also issues licences to telecommunications and broadcasting service providers, enforces compliance with rules and regulations, protects consumers from unfair business practices and poor quality services, hears and decides on disputes and complaints brought against licensees, and controls and manages the effective use of radio frequency spectrum.
ISP	A company that provides Internet connections and services to individuals and organizations. In addition to providing access to the Internet, ISPs may also provide software packages (such as browsers), e-mail accounts, and a personal Web site or home page.
In the service of the state	means: an employee of any municipality who has a performance contract with the municipality and is employed on a permanent, temporary or short term basis. an employee or public servant of any national or provincial government as defined in terms of Public Services Act. a member who –

	<p>is a councillor of any municipal council as defined in the Local Government Municipal Structures Act (Act No 117 of 1998);</p> <p>is a politician serving in any provincial legislature; or</p> <p>is a politician serving in the National Assembly or the National Council of Provinces;</p> <p>a member of the board of directors of any municipal entity;</p> <p>an employee and a member of a government owned entity as defined in the Public Finance Management Act (Act No 1 of 1999); and / or such other meaning ascribed to it by National Legislation from time to time.</p>
Local content	Means a portion of the tender price which is not included in the imported content, provided that local manufacture does take place.
Non-firm prices	Means all prices other than “firm” prices
Person	Includes a juristic person.
Price Quotation	An estimate describing the product, stating its price, time of shipment, and specifies the terms of the sale and terms of the payment.
Property	Includes all movable and immovable property and intellectual property belonging to ECDC.
Public partnership	<p>Private</p> <p>Means a commercial transaction between ECDC and a private party in terms of which:</p> <p>the private party either performs a function o.b.o. ECDC for a specified or indefinite period, or acquires the use of state property for its own commercial purposes for a specified or indefinite period;</p> <p>the private party receives a benefit for performing the function or by utilising state property, either by way of:</p> <p>compensation from a revenue fund charges or fees collected by the private party from users or customers of a service provider to them; or a combination of such compensation and such charges or fees</p>
Qualifying small entity	means an enterprise with a specified total annual revenue as per Department of Trade and Industry Codes of Good Practice on Broad Based Black Economic Empowerment
Rand value	means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
Related enterprise	Means an entity controlled by a measured entity whether directly or indirectly controlled by the natural persons who have direct or indirect control over that measured entity or the immediate family of those natural persons.
Service Agreement	Level Shall have the same meaning assigned as “Contract”
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.
State	<p>Means:</p> <p>any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the PFMA</p> <p>any municipality or municipal entity</p> <p>national Assembly or the national Council of Provinces; or parliament</p>
Stipulated minimum threshold	Means that portion of local production and content as determined by the DTI

Sub-Contract	Means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
Tender	The same meaning is assigned as 'Bid" above.
Threshold	Shall mean the financial limits on the value of goods or services to be procured as set and prescribed in this policy which shall determine the manner in which these goods and services will be procured
Total revenue	Means the total income of an entity from its operations as determined under South African Generally Accepted Accounting Practice.
Trust	Means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
Trustee	Means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
Value for Money	Means that the item (public-private partnership agreement) results in a net benefit to ECDC defined in terms of cost, price, quality, quantity, or risk transfer, or a combination thereof.

SECTION B

1. INVITATION TO BID

The Eastern Cape Development Corporation (hereinafter referred to as the “ECDC”) is soliciting a Request for Proposal from a competent and experienced Service Provider that will provision a holistic ICT Services offering for the 7 sites located in the Eastern Cape province. These services include provisioning, installation, configuration, support management and maintenance of hardware, software as well as managed services for a 36-month contract term.

These services must be cost effective, scalable, redundant (as and where required) and flexible for future expansion should ECDC require to expand on certain areas. These services will cover the following core ICT disciplines:

- a) Direct Internet Access (DIA)
- b) Hosted Security Services
- c) E-mail Security
- d) MPLS-VPN Services
- e) Telephony Services
- f) Cisco Switches (LAN)

Location of ECDC Offices are as follows:

Site Name	Latitude	Longitude	Physical Address
Ocean Terrace Park	-33,011286	27,917811	Ocean Terrace Park, Moore Street, Quigney, East London
Mthatha	-31,590942	28,757008	7 Sisson Street, Fort Gale, Mthatha
Queenstown	-31,89964898	26,88591727	118 Ebdon Street, Komani
Port Elizabeth	-33,94826128	25,563922	329 Cape Road, Newton Park, Gqeberha
Butterworth	-32,331911	28,142778	24 High Street, Butterworth
Mdantsane	-32,93624828	27,73910316	48 Mdantsane Mall, Sandile Road, Qumza Highway, Mdantsane
One Stop Shop	-33,01686012	27,91608571	12 Esplanade Road, Quigney, East London

1.1 Eligibility to bid/Minimum Requirements.

- a) Service Providers must ensure that all the required returnable documents and annexures are submitted together with this bid document, fully completed, and signed as required in Table 1 below for mandatory returnable and Annexures.

1.2 Estimated Timeline

Activity	Date	Time
1	Advert	26 July 2021
2	Compulsory Briefing Meeting	There will be no briefing meeting. For any queries/enquiries relating to this Bid, the Service Provider is required to email the Procurement Department at tenders@ecdc.co.za , attention K Gwele/S Vanda Bidders should send an email to ECDC Procurement Department at tenders@ecdc.co.za to register their interest in submitting Answers/Clarity on Bid will be posted on the website at www.ecdc.co.za
3	Last Day of Questions	7 Days before Closing Date (10 August 2021)
4	Final date of submission proposals	17 August 2021
5.	Bid Validity	120 Days

All dates and times in this bid are South African standard time.

Any time or date in this bid is subject to change at ECDC's discretion. The establishment of a time or date in this bid does not create an obligation on the part of ECDC to take any action or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if ECDC extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

1.3 Compulsory Briefing Session

Due to current Pandemic and COVID restrictions, there will be no briefing meeting.

For any queries/enquiries relating to this Bid the Service Provider is required to email the ECDC Procurement Department at tenders@ecdc.co.za attention K Gwele/S Vanda and quote the Bid Number.

Communication with the Bidders and any clarity, queries of the Bid and answers to the queries will be posted on the website at www.ecdc.co.za and will also be communicated to the bidders via email where the Bidder has indicated to ECDC that they are interested in submitting a bid.

Very Important

Bidders should send an email to ECDC Procurement at tenders@ecdc.co.za to register their interest in submitting this bid stating the following:

- ✓ Bid Number
- ✓ Name of the Bidder
- ✓ Contact Person
- ✓ Contact Details

1.4 Submission of Bid Documents

The entire duly signed and completed bid document together with any attachments or annexures must be submitted as follows:

- a) Bids to be placed in sealed envelopes in the Bid Box on or before the final date and time of submission of proposals as indicated above labelled clearly as follows:

Bid Reference Number: **ECDC/ELN/214/072021**

Project Name: **UPGRADE AND MAINTENANCE OF THE EXISTING MPLS NETWORK WHICH INCLUDES SECURE INTERNET ACCESS, CONVERGED VOICE, DATA AND VIDEO SERVICES AT ECDC FOR A PERIOD 3 YEARS**

Delivered at: **ECDC HEAD OFFICE AT ECDC HOUSE, OCEAN TERRACE PARK, MOORE STREET, QUIGNEY, EAST LONDON.**

OR

- b) **Submit via email to bidsubmissions@ecdc.co.za** on or before the final date and time of submission of bids as indicated above in 1.2.

Note: ECDC has an email capacity of receiving documents that are below 20MB. Service Providers are advised to submit their tenders in sections.

Subject of email: Submission of Bid ECDC/ELN/214/072021

1.4.1 IMPORTANT NOTE

All bid documents are to be **completed in permanent ink.**

- i) **No alterations of the Bid Document will be allowed.**
- ii) **No correction fluid will be allowed. Corrections should be initialled.**
- iii) **One original duly signed (by authorised representative) and completed bid document MUST be submitted inclusive of the terms and conditions of this bid document.**
- iv) **A PDF soft copy of the duly signed and completed original bid (e.g. PDF format in Flash drive/disc) should be submitted with the Original duly signed and completed hardcopy bid document however non-submission of a soft copy will not result in the Bid being disqualified**
- v) **No faxed, email, proposal/bid will be accepted. No late submissions will be eligible for consideration by ECDC.**
- vi) **The bid box is open on weekdays between 08h00am and 16h30pm.**

1.4.2 Late Bids

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s).

1.5 Preferential Procurement

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017 as applicable to Provincial Government Business Enterprises as listed under Schedule 3(D) of the Public Finance Management Act and the ECDC Procurement Policy as amended from time to time.

1.6 Evaluation Criteria

All submitted tenders will be evaluated in the following 4 stages:

Stage 1.	Pre-Qualification	Service Providers are to meet all the Mandatory Requirements in order to be evaluated further. Failure to submit the Mandatory Requirements as required will result in the bid being disqualified.
Stage 2.	Functionality:	Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of 80% for functionality (services) in order to be evaluated for stage 2 (Preferential procurement points).
Stage 3.	Preferential Points Scoring	Bidders passing all above stages will thereafter be evaluated on PPPFA on the 80/20 principle
Stage 4.	Technical Evaluation of the Mandatory Technical Specification (Compliance to Specification)	A technical evaluation will be conducted to the highest preference points scoring Bidder in order to ascertain if the Bidder complies with all the mandatory technical specifications or their proposed solution is equivalent to the specification. Bidders that do not comply will not be evaluated further and the second highest will be evaluated etc.

1.6.1 Bid Validity Period

Responses to this tender received from vendors will be valid for a period of **120 days** counted from the closing date of the tender.

1.6.2 Stage 1: Pre-Qualification Stage (Mandatory Requirements)

Bidders to meet the following Mandatory Requirements in order to be evaluated on Stage 1;

Table 1: Mandatory Requirements

Description	Mandatory Requirement for Award	Disqualification if not submitted with Bid or Bidder is found to be Non-Compliant at the Time of Bid Close
<p>1. Bidders must be registered on the National Treasury Central Supplier Database (CSD). The following information will be verified on the National Treasury Central Supplier Database:</p> <ul style="list-style-type: none"> • Business Registration including details of directorship and membership <ul style="list-style-type: none"> - The Bidders business registration status will verified on the CSD during evaluation and prior to the Bid. Where the preferred/recommended Bidder status is under deregistration, 5 working days will be granted for remedy failing which the bidder will be disqualified. • ID Number, • Government Employee • Tender Defaulting and Restriction Status. Should the Tender be a restricted supplier or a defaulting supplier they will be disqualified. <p><u>Onus on the Service Provider</u></p> <p>Onus is on the Service Provider to make sure that all these are active and compliant on the CSD at the time of bid closing and tender award.</p> <p>ECDC will verify if the Service Provider has been registered on CSD. Service Provider to submit CSD Number as required in the Cover Page. It is the responsibility of the Service Provider to ensure that the correct CSD Number is provided.</p> <p>If Service Provider is not registered on CSD they will not be considered for evaluation.</p> <p><u>Directors in the Service of State</u></p> <p>No tenders/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 in the service of the state.</p> <p><u>JV's and Consortium</u></p> <p>Where the Bidder is a JV/Consortium, each firm must be registered on the CSD.</p>	Yes	Yes

Description		Mandatory Requirement for Award	Disqualification if not submitted with Bid or Bidder is found to be Non-Compliant at the Time of Bid Close
2.	<p>The bidder must have their own back-bone network and as such the Bidder shall submit a valid ICASA Electronic Communications Network Service Licence (ECNS) to confirm they are licensed to operate and provide ISP services.</p> <p>The bidder must provide proof of accreditation mentioned above by submitting their valid ICASA Electronic Communications Network Service Licence (ECNS) Certificate. Non submission of certificate will lead to a disqualification.</p> <p>Note: ECDC reserves the right to verify the validity of the accreditation during bid evaluation, award and anytime during the contract period. If ECDC finds that the accreditation is invalid the Bidder will be disqualified from evaluation/award. The appointed Service Provider should also ensure that the accreditation remains valid</p>	Yes	Yes
3.	Annexure A – Supplier Information (SBD 1) (Completed and signed by the delegated authority) Attach Delegation of Authority	Yes	Yes
4.	Annexure F – Completed and Signed Offer by the delegated authority (Attach Delegation of Authority)	Yes	Yes
5.	Annexure G – Pricing schedule (Signed and Completed by delegated authority) Attach Delegation of Authority	Yes	Yes
6.	Annexure H - (SBD 4): Declaration of interest (bidder); (Signed and Completed by delegated authority) Attach Delegation of Authority	Yes	Yes
7.	Annexure I – (SBD 8): Declaration of bidder's past supply chain management practices; (Signed and Completed by delegated authority) Attach Delegation of Authority	Yes	Yes
8.	Annexure J – (SBD 9): Certificate of independent Bid determination (Signed and Completed by delegated authority) Attach Delegation of Authority	Yes	Yes

Description	Mandatory Requirement for Award	Disqualification if not submitted with Bid or Bidder is found to be Non-Compliant at the Time of Bid Close
<p>10. Tax Compliance Requirements:</p> <ul style="list-style-type: none"> Bidders must ensure compliance with their tax obligations. In Bids where Consortia/Joint venture/Sub-Contractors are involved; each party must submit a separate proof of Tax Compliance Status. The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, 5 working days will be granted for remedy, failing which the bidder will be disqualified. 	Yes	No
<p>11. Attach a valid Original or Certified copy of valid original B-BBEE Certificate from an accredited verification agency or a valid Original or Certified Copy of valid B-BBEE Sworn Affidavit from a Commissioner of Oath.</p> <p>Failure to submit either the original or a certified copy of the original will result in awarding of 0 (zero) points preference points under BBBEE. (A copy of a certified copy will not be accepted)</p> <p><u>Note:</u></p> <p>A trust, consortium or joint venture must submit a consolidated Original or Certified Copy of B-BBEE Status Level Verification Certificate in order to qualify for points.</p> <p><u>Note: Email Submissions of Bid Document – B-BBEE Certificates/Sworn Affidavits</u></p> <p>When a bid is submitted by email the Bidder submit by email a Certified Copy of the valid original B-BBEE Certificate from an accredited verification agency or a Certified valid B-BBEE Sworn Affidavit from a Commissioner of Oath.</p> <p>Failure to email a certified copy will result in the Bidder not being awarded points</p>	No	No
<p align="center">The following will be applicable to Joint Ventures/Consortium</p>		

Description		Mandatory Requirement for Award	Disqualification if not submitted with Bid or Bidder is found to be Non-Compliant at the Time of Bid Close
12.	Consortium/Joint Venture Agreement or letter of intent to enter in a Consortium / Joint Venture signed by all Consortium Members who are Duly Authorized.	Yes	Yes
13.	Resolution of the Board of Directors to enter into a Consortium/Joint Venture from each member firm of the Consortium/Joint Venture for this Bid OR Letter of Authority authorising individual from each member firm to sign Consortium/Joint Venture Agreement or Letter of Intent to enter into a Consortium / Joint Agreement from each member firm	Yes	Yes
14.	Letter of Authority of Signatory(individual) authorizing the Signatory to sign on behalf of the Consortium/JV. The Letter of Authority should be from each member firm and must be signed by all directors of each member firm (or Board Resolution will be accepted).	Yes	Yes
15.	Attach a valid Original or Certified copy of valid Original Consolidated B-BBEE Certificate from an accredited verification agency. Failure to submit either the valid original or a certified copy of the valid original will result in awarding of 0 (zero) points preference points under BBEE. (A copy of a certified copy will not be accepted) <u>Note: Email Submissions of Bid Document – Combined B-BBEE Certificates</u> When a bid is submitted by email, the Bidder must submit a Certified Copy of the valid original B-BBEE Certificate from an accredited verification agency . Failure to email a certified copy will result in the Bidder not being awarded points	No	No

Note Important: Failure to meet and submit ALL the pre-qualification Mandatory Requirements (1-11 above) as required will lead to the disqualification of the bid.

1.6.3 Stage 2 – Functionality Evaluation Criteria (REFER Section C – Functionality)

Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of **80%** for functionality (services) in order to be evaluated for stage 3 (Preferential procurement points). With regard to the other Functional Requirements, the following criteria and the associated weightings will be applicable:

NO.	ELEMENT	WEIGHT
1	Bidders Experience	20%
2	Quality of Service	20%
3	MPLS POP	10%
4	Full Mesh MPLS VPN	15%
5	Web Portal	20%
6	Call logging and Troubleshooting	15%
	TOTAL	100%

- Only bids that have achieved the minimum qualifying score for functionality will be evaluated further in terms of price (stage 3).
- All bids that fail to achieve the minimum score will be disqualified.
- The minimum qualifying score (in a percentage) for functionality shall be calculated as follows:

$$Ps = \frac{So}{Ms} \times 100$$

Where:

Ps - percentage scored for functionality by bid under consideration

So - Total score for bid under consideration

Ms – Maximum possible score

The percentages of each panel member shall be added and divided by the number of panel members to establish the average percentage obtained by each bidder for functionality.

1.6.4 Stage 3 – Evaluation Criteria (Preference Points)

Preference points for this bid shall be awarded for price and the B-BBEE Status Level of Contribution. The maximum points for this bid are allocated as follows:

CRITERIA	POINTS
Price	80
B-BBEE status level of contribution	20
TOTAL POINTS	100

- a) Points awarded for price based will be based on the 80/20 Preference point systems.
- b) The points scored by the tenderer/bidder for Price will be added to the points scored for B-BBEE Status Level of Contributor to obtain the bidder's total points scored out of 100 points.
- c) In the event that two or more bids have scored equal total points, the successful bid will be the one scoring the highest number of preference points for B-BBEE.
- d) However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- e) Should two or more bidders/tenderers be equal in all respects, the award shall be decided by the drawing of lots.
- f) The bidder obtaining the highest number of total points will be awarded the contract.
- g) Points scored will be rounded off to the nearest 2 decimal places.
- h) Price**
 - (i) The lowest acceptable bid will score 80 points for price.
 - (ii) The following formula will be used to calculate the points out of 80 for price in respect of the bid/tender.
 - (iii) Preference points for price shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

DETAILS	80/20 PREFERENCE POINT SYSTEM
Rand value (competitive bids or tenders) all applicable taxes included.	<ul style="list-style-type: none"> Equal and above R30 000 to R50 million, inclusive of all applicable taxes. Below R30 000 if and when considered to be appropriate
Formulae	$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p> P_s = Points scored for comparative price of bid / price of tender under consideration P_t = Comparative price of bid / price of tender consideration P_{\min} = Comparative price of lowest acceptable tender/ offer </p>

i) B-BBEE Status Level of Contribution

- (i) A maximum of 20 points will be awarded for B-BBEE Status Level of Contribution
- (ii) In terms of Regulation 6(2) the following table must be used to calculate the score out of 20 for B-BBEE:

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

- (iii) The tenderer/bidder must submit proof of its B-BBEE status level contributor. Proof includes original and valid B-BBEE Status Level Verification Certificates issued by a Verification Agency accredited by SANAS or Certified copies thereof. This excludes EME's and QSE's who must submit original or certified copies of sworn affidavit in terms of Codes of good practice. The sworn affidavit must be signed by the EME or QSE's representative and attested by a Commissioner of oaths.
- (iv) A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate in order to qualify for points.
- (v) Public entities and tertiary institutions must submit a B-BBEE Status Level Verification Certificate in order to qualify for points.
- (vi) Certificates issued by IRBA and Accounting Officers have been discontinued; however valid certificates already issued prior 1 January 2017 will be accepted.
- (vii) A tenderer/bidder failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will score 0 (zero) points out of 20 for B-BBEE.
- (viii) A tenderer/bidder may not be awarded points for B-BBEE status level contributor if it is indicated in the bid documents that such a tenderer/bidder intends sub-contracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer/ bidder qualifies for, unless the intended sub-contractor is an EME that has the capability to execute the sub-contract.

1.6.5 Stage 4 – Technical Compliance Evaluation (Refer Section C - 6. TECHNICAL EVALUATION CRITERIA)

At this stage Bidders will be evaluated on the product solution. Bidders should meet all the minimum technical specification requirements as per **Section C – 6** of this Bid Document. Bidders should submit a completed and signed **Section C – 6** (compliance to specification) (signed by Delegated Authority).

Failure to complete and submit **Section C – 6** and failure to comply to the specification will result in a non-compliance of the Service Provider to the minimum technical requirements and the Service Provider will not be recommended for award and the second lowest acceptable bidder be evaluated for minimum technical requirements.

Instructions on Technical evaluation

- a) All required product information/documentation must be supplied as part of the submission.
- b) No “unanswered” questions will be allowed. If a response to a question has been indicated as comply but not elaborated upon or substantiated or no proof of compliance has been submitted it shall be regarded as mandatory non-compliance and the bidder shall be disqualified.

Please ensure that where you indicate “Comply”, to indicate the page reference in your bid to verify authenticity. Please do not indicate “Refer to Bid” or “index”.

- c) Companies shall provide full and accurate answers to all questions posed in this document and must explicitly state either they “Comply” or “Do Not Comply” regarding complying with the requirements by placing a “Yes” or “No” in the appropriate box.
- d) A “Partial compliance” will be construed as non-adherence and will be regarded as “Do Not Comply”.
- e) Bidders shall substantiate in all their response to all the specific questions, including full details on how their solution will address specific functional requirements. All required proof/documentation must be supplied as part of the submission.

1.7 Alteration or withdrawal of Proposals

Bidders may withdraw their proposal by written notification on or before the date of the award.

1.8 Costs for preparation of Proposals/presentations

The costs incurred by Bidders in respect of the attendance of any briefing or presentation meetings if necessary or costs incurred in preparing any proposal will be borne by the Bidder and the ECDC shall in no way be liable to reimburse such costs incurred.

1.9 Ownership of Proposals and presentations

The ECDC shall on receipt of any proposal relating to this request and submitted in accordance with the procedure set out herein, shall become the owner thereof and the ECDC shall not be obliged to return any proposal.

1.10 Tax Compliance Requirements

It is a condition of all bids inclusive of foreign bidders / individuals, that the South African taxes of the successful bidder must be in order.

The bidders' Tax status will be verified on the CSD/SARS prior to the bid award and where the preferred bidders is not compliant, **5 working days** will be granted for remedy, failing which the bidder will be disqualified.

In Bids where Consortia/Joint venture/Sub-Contractors are involved; each party will be verified separately for proof of Tax Compliance Status.

In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

1.11 Confidentiality

- 1.11.1 The entire process of calling for Bids was initiated by the ECDC in terms of its procurement policy and is confidential. All deliberations in respect of the acceptability or otherwise of the proposals shall be
- 1.11.2 Conducted in closed sessions and members of the Evaluation and Procurement Committee and prospective service providers are bound to treat all discussions as highly confidential.
- 1.11.3 The service provider shall not divulge directly or indirectly to any other person than a person employed by ECDC, make copies or extracts of any of the information obtained during this assignment, while they may have access to ECDC's trade secrets, confidential information which may include, specifications,
- 1.11.4 Plans, drawings, pattern, samples, written instructions, notes, memoranda, technical information, know-how or process or method or any other records of whatsoever nature without the written consent of
- 1.11.5 Service Provider shall surrender all these items to ECDC on termination of the assignment or on demand of ECDC.
- 1.11.6 The service provider shall not be entitled to make use of the information whether for its own benefit or that of others, to make available or derive any profit from any of the information or knowledge specifically related to the business or affairs of ECDC.
- 1.11.7 Any document shall remain the property of ECDC and shall be returned (all copies) to ECDC on completion of the contract if so required by ECDC.

1.12 Inventions Patent and Copyrights

- 1.12.1 The service provider cedes, assigns and transfers to ECDC all rights, title and interest in and to any and all copyright in all works and inventions which relates to the business of ECDC (which includes, but is not
- 1.12.2 Limited to, methodologies and products) which arises within the course and scope of this services will be assigned to ECDC.
- 1.12.3 Provide ECDC the sole and exclusive right to alter and adapt the work.
- 1.12.4 The service provider shall indemnify ECDC against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by ECDC.

1.13 Ethics

- 1.13.1 Any attempt by an interested Bidder to obtain confidential information, or enter into unlawful agreements with competitors or influence the Evaluation and /or the Procurement Committee or the ECDC during the
- 1.13.2 Process of examining, evaluating and comparing Bids/Proposals or Tenders will lead to the rejection of its bid/quotation/proposal in its entirety.
- 1.13.3 The Bidder must declare any business or other interests it has with the ECDC or any employee of the ECDC, as per the declaration of interest form annexed hereto marked in Section D; failing which the
- 1.13.4 Bidder shall be automatically disqualified from further participation in the Bid or call for proposals. The disqualification will be applicable at any stage of the bidding and / or engagement process.

1.14 Competition

- 1.14.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.
- 1.14.2 In general, the attention of bidders is drawn to Section 4(1) (b) (iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.
- 1.14.3 An agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder/s is / are or a contractor(s) was / were involved in collusive bidding.
- 1.14.4 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting response.
- 1.14.5 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.
- 1.14.6 In this regard bidders are required to complete Certificate of Independence Bid Determination, failing which the Bidder shall be automatically disqualified from further participation in the Bid or call for proposals. The disqualification will be applicable at any stage of the bidding and / or engagement process.
- 1.14.7 If a bidder (s) or contractor (s), based on reasonable grounds or evidence obtained by ECDC, has /have engaged in the restrictive practice referred to above, ECDC may refer the matter to the Competition Commission for investigation and possible imposition of an administrative penalty as contemplated in Section 59 of the Competition Act 89 of 1998.
- 1.14.8 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, ECDC may in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such an item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) for conducting business with the public sector for a period of not exceeding (10 ten) years and / or claim damages from the bidder(s) / contractor(s) concerned.

1.15 Cancellation of Bid Process

The ECDC shall be entitled, within its sole and entire discretion, to cancel this Bid/Call for Proposals and/or Tenders at any time and shall notify the interested service providers accordingly. The ECDC shall in no way be liable for any damages whatsoever, including, without limitation, damages for loss of profit, in any way connected with the cancellation of this bid. The publication of the bid does not commit the ECDC to appoint any of the qualifying Bidders.

1.16 Interviews

In terms of the bid evaluation process short listed bidders may be interviewed. This will entail the bidder being invited to a venue as determined by the bid committee. All transport and accommodation costs incurred by the bidder will be for the bidders account and will not be reimbursed in any way. Failure to attend a scheduled interview will lead to immediate disqualification from the bid process.

The ECDC reserves the right to appoint a bidder without conducting interviews.

1.17 Signing of documentation.

The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

1.18 Contract award

- 1.18.1 The successful bidder will be notified of the bid award in writing by the Procurement Department.

- 1.18.2 The acceptance of any proposal shall only be confirmed with the conclusion of a final written signed service level agreement or any other appropriate agreement between the ECDC and the successful Bidder, in terms of which the rights and duties of the parties are recorded, which agreement shall regulate the relationship between the ECDC and the Successful Bidder.
- 1.18.3 As a guideline regarding the content of the service level agreement, the bidder is referred to the general conditions of contract available on the ECDC website.
- 1.18.4 Until such time that an appropriate agreement has been concluded in writing between the ECDC and the successful Bidder, no rights shall be conferred nor shall any legitimate expectations be conferred to the successful Bidder to carry out the works or services provided for in this Bid.
- 1.18.5 The ECDC, the Accounting Officer and the Bid Committee (as the case may be) does not bind itself to accept either the lowest (price), highest (points) or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the Institution even if it implies a waiver by the ECDC, the Accounting Officer, or the Bid Committee, (as the case may be) of certain requirements which the ECDC, the Accounting Officer, the Bid Committee, (as the case may be) considers to be of minor importance and not complied with by the bidder.
- 1.18.6 The ECDC will not entertain any request of feedback before the final awarding of the contract.

1.19 Supplier Due Diligence

ECDC reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

1.20 Disclaimer

- 1.20.1 This Bid document has been prepared for the purpose of providing information to interested Bidders. The provision of any additional information about the organization to Bidders, are disclosed and will be made available to enable the prospective Bidders to submit comprehensive proposals.
- 1.20.2 Interested Bidders are accordingly required to conduct their own due diligence in respect of the ECDC and its business operations and the nature and scope of the services required.
- 1.20.3 The ECDC accepts no responsibility for the fairness, accuracy or completeness of any information or opinions, for any errors, omissions or misstatements, negligent otherwise, made by any person in this Bid document or at any Compulsory briefing session
- 1.20.4 The ECDC accepts no liability for any loss incurred by any person(s) due to events or action taken as a consequence of the preparation and dissemination of this bid request.
- 1.20.5 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement the bidder shall not be liable to ECDC, 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 bidder to pay penalties and/or damages to ECDC; and
- 1.20.6 The aggregate liability of the bidder to ECDC, 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.

1.21 Contact and Communication.

- 1.21.1 A nominated official of the bidder(s) can make enquiries in writing, to the specified person on the table below. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.
- 1.21.2 The delegated office of ECDC, Procurement Department, may communicate with Bidder(s) where clarity is sought in the bid proposal.

- 1.21.3 Any communication to an official or a person acting in an advisory capacity for ECDC in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 1.21.4 All communication between the Bidder(s) and ECDC must be done in writing.

Details	Bidding Procedure
Department	Procurement Department
Contact person	Khanyiso Gwele
E-mail address	tenders@ecdc.co.za

- 1.21.1 Whilst all due care has been taken in connection with the preparation of this bid, ECDC makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. ECDC, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.
- 1.21.2 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by ECDC (other than minor clerical matters), the Bidder(s) must promptly notify ECDC in writing of such discrepancy, ambiguity, error or inconsistency in order to give ECDC an opportunity to consider what corrective action is necessary (if any).
- 1.21.3 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by ECDC will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 1.21.4 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

FRAUD HOTLINE

Deloitte Tip-offs

Web address: <https://www.tip-offs.com>

E-mail address as applicable: ecdc@tip-offs.com

Free postal address: Freepost KZN 138, Umhlanga Rocks, 4320

Free fax number: 0800 007 788

Toll free number: 0800 116 655

International tollfree number: +2731 571 8913

SECTION C

TERMS OF REFERENCE / BID SPECIFICATIONS

1. ABOUT ECDC

VISION

To be an innovative leader in promoting sustainable economic growth and development of the Eastern Cape.

MISSION

To promote sustainable economic development in the Eastern Cape through focused:

- a) Provision of innovative development finance
- b) Leveraging of resources, strategic alliances, investment and partnerships.

Your Growth is our satisfaction.

LEGISLATIVE MANDATE

ECDC draws its mandate directly from the Eastern Cape Development Corporation Act (Act 2 of 1997) and is led by the economic development priorities of the provincial government, as detailed in the Provincial Growth and Development Plan (PGDP), Eastern Cape Provincial Industrial Development Strategy (PIDS), the policy statements and budget speech of the Member of the Executive Council (MEC) of Economic Development, Environment Affairs and Tourism (DEDEAT).

Section 3 of the ECDC Act states that the Corporation shall “plan, finance, co-ordinate, market, promote and implement development of the Province and its people in the field of industry, commerce, agriculture, transport and finance”.

2. SPECIAL INSTRUCTIONS TO BIDDERS

Should a bidder have reason to believe that the Functional Requirements are not open / fair and/or are written for a particular service provider; the bidder must notify ECDC Procurement within five (5) days after publication of the tender.

Bidders shall provide full and accurate answers to the questions posed in this tender document, and, where required explicitly state either “Comply/Not Comply” regarding compliance with the requirements. Bidders must substantiate their response to all questions, including full details on how their proposal/solution will address specific functional/technical requirements; failure to substantiate may lead to the bidder being disqualified. All documents as indicated must be supplied as part of the bid response.

Failure to comply with Mandatory Requirements may lead to the bidder being disqualified.

3. BACKGROUND TO THE PROJECT

The ECDC currently has an MPLS (Multi-Protocol Label Switching) VPN (Virtual Private Network), for connecting the ECDC regional offices to the ECDC Head Office. The ECDC regional offices are located in the Eastern Cape province of South Africa, in the following cities (East London, Mthatha, Butterworth, Queenstown, Port Elizabeth, Mdantsane and Esplanade)

The ECDC wishes to partner with a competent and experienced Service Provider for the installation, upgrade of the existing converged voice, video and data MPLS network, between its Head Office in East London, and 6 Regional Office sites across the Eastern Cape. The project also includes the provision of secure Internet Access for all its users at all the sites. The ECDC requires that all last mile connectivity be delivered over Fiber or Microwave.

4. SCOPE OF SERVICES REQUIRED

The objective of this Request for Proposal is to provide the delivery of the following 7 key components:

- 4.1 Direct Internet Access (DIA)
- 4.2 Hosted Security Services
- 4.3 E-mail Security
- 4.4 WAN (Wide Area Network)
- 4.5 MPLS-VPN Services
- 4.6 Telephony Services
- 4.7 Cisco Switches (LAN)

5. FUNCTIONALITY (Refer Section B 1.5.3 - Stage 2)

The bidder must indicate its compliance / non-compliance to the requirements and should substantiate its response in the space provided below. If more space is required to justify compliance, please ensure that the substantiation is clearly cross-referenced in Bid to the relevant requirement.

BIDDERS EXPERIENCE	COMPLY Yes Page Ref:	DO NOT COMPLY
<p>5.1. The bidder must demonstrate relevant experience in provision of MPLS VPN services.</p> <p>The bidder must provide three (3) relevant contactable references of customers who have utilised the MPLS VPN services for at least three years. Please refer to Annexure D of this document for a list of completed projects. Attached reference letters must indicate at least the following: 1, Project description. 2, Date Completed. 3, Project Value 4, Duration of the Project. 5, Contactable References</p>		
QUALITY OF SERVICE (QoS)	COMPLY Yes Page Ref:	DO NOT COMPLY
<p>5.2. The bidder must be capable of provisioning efficient Quality of Service (QoS) on their network. The QoS must be flexible such that if there is no voice/video traffic, data can use all available bandwidth.</p> <p>The bidder must substantiate on how this requirement will be met.</p>		
MPLS POP	COMPLY Yes Page Ref:	DO NOT COMPLY
<p>5.3. The bidder's MPLS POPs should be capable of providing layer 2 /layer 3 IP/MPLS VPN service and label stacking / switching / popping as the case may be. Also, the MPLS PoPs should be connected in Optical Fiber Ring Protection.</p> <p>The bidder must substantiate on how this requirement will be met.</p>		
FULL MESH MPLS VPN	COMPLY Yes Page Ref:	DO NOT COMPLY
<p>5.4. Any of the ECDC's network segments should be reachable directly from any other ECDC's location through the bidder's MPLS cloud, via the shortest path within the service provider's network, without reaching the ECDC's Data Centre (DC) as the case may be.</p> <p>The bidder must substantiate on how this requirement will be met.</p>		

WEB PORTAL	COMPLY Yes Page Ref:	DO NOT COMPLY
<p>5.5. The bidder must provide Web Portal with log on through credentials and view health of the links to monitor SLA parameters link status, uptime, downtime, capacity, utilization, traffic analysis, QoS graphs, and other parameters through a web portal to the ECDC on real time basis.</p> <p>The bidder must substantiate on how this requirement will be met.</p>		
CALL LOGGING AND TROUBLESHOOTING	COMPLY Yes Page Ref:	DO NOT COMPLY
<p>5.6. The bidder should have full-fledged "Network Management Centre /Network Operating Centre (NMC/NOC)", round the clock (24x7x365 basis) manned by skilled technical manpower, for the efficient centralised remote monitoring, configuration, diagnose, troubleshooting and performance management of backbone network and last mile network over which the connectivity for ECDC shall be provisioned.</p> <p>The bidder must substantiate on how this requirement will be met.</p>		

6. TECHNICAL EVALUATION CRITERIA (Stage 4)

6.1. MANDATORY TECHNICAL REQUIREMENTS

DIRECT INTERNET ACCESS (DIA) – Refer 4.1		COMPLY (Yes) Page Ref:	DO NOT COMPLY (No)
6.1.1.	The ISP needs to provision a Direct Internet Access (DIA) breakout with no less than 180 Mbps of premium, international grade bandwidth. This service needs to be dedicated (1:1 contention) in nature. This service is to be cloud hosted, meaning that there should not be any dependency on any site for connectivity to this service from any other site.		
Substantiate / Comments:			
6.1.2.	The service itself must be reliable (fully redundant/highly available) on the ISP network with multiple circuits and routes designed to ensure maximum uptime. The ISP needs to make available a Public (static) IP address block which is routable over the Internet.		
Substantiate / Comments:			
6.1.3.	Further to the DIA service, there should not be any fair-use policies in play, it must be an uncapped service with no rate limiting or throttling of bandwidth or users at any time during the contract period. The service must be scalable, flexible, and cost efficient.		
Substantiate / Comments:			
6.1.4.	This service must be cable agnostic, i.e. not dependent on any specific undersea cabling system, and the ISP must ensure that traffic follows an optimal path rather than across a pre-determined cable system.		
Substantiate / Comments:			
6.1.5.	The service must be supported, managed, and monitored 24 x 7 x 365 with a minimum of 8 Hour MttR, 99,95% SLA. The incumbent needs to provide a service description of the above as to how these services are to be delivered.		
Substantiate / Comments:			

HOSTED SECURITY SERVICES – Refer 4.2		COMPLY (Yes) Page Ref:	DO NOT COMPLY (No)
6.1.6.	To Secure the EASTERN CAPE DEVELOPMENT CORPORATION environment, the ISP needs to provision, install, configure, and manage a highly available, security service suite. The service needs to cater for approximately 180 users, plus accommodate expansion in the near future of ECDC staff.		
Substantiate / Comments:			
6.1.7.	The Security service will be the demarcation point for the following: <ul style="list-style-type: none"> DIA Internet MPLS Service 		
Substantiate / Comments:			

6.1.8. These services will have to be segmented on the firewall to ensure that the ECDC network is kept safe from any malicious attempts/attacks or events from untrusted environments. In addition, the security service must also include:		
<ul style="list-style-type: none"> • Web Security • URL Filtering • Web Content Inspection and filtering • Data Loss Prevention (DLP) • Intrusion Detection & Prevention measures • Application Control (layer 7 firewalling) • DMZ management • Facilitate remote connectivity: • IPsec termination (Site-to-Site) • SSL VPN Termination (Remote user connectivity) • Event Logging and data storage for at least 400 days • User Authentication (Integration into AD - LDAP, Radius groups, PKI, Certificates – SSL etc) 		
Substantiate / Comments:		
6.1.9. This needs to be a full turnkey service provided to EASTERN CAPE DEVELOPMENT CORPORATION which must include unlimited firewall rule changes per month as well as required software updates and patches to protect ECDC from the latest known threats and vulnerabilities by updating the firmware containing the latest stable signature files available for deployment. ECDC must be consulted on alerts generated by the system based on the severity level of the breach and/or threat(s) identified. The ISP must also explain how these threats will be managed and prevented		
Substantiate / Comments:		
6.1.10. Frequent housekeeping activities are also required to ensure that the firewall configurations are kept accurate and current against the ECDC security and compliance policies.		
Substantiate / Comments:		
6.1.11. The service must be supported, managed, and monitored 24 x 7 x 365 with a minimum of 8 Hour MttR, 99,95% SLA.		
Substantiate / Comments:		
6.1.12. Security reports must be made available on demand to ECDC to ensure both compliance and provide statistics on user analytics/behaviour.		
Substantiate / Comments:		

E-MAIL SECURITY – Refer 4.3 <i>Email is a critical communication channel leading it to be the primary attack vector on organizations. Cyber criminals exploit the human factor creating highly targeted socially engineered attacks using increasingly sophisticated threats. Weaponized emails containing Day Zero and undetectable malicious code continually evade the protection provided by Secure Mail Gateways (SEG) leading to ongoing data breaches and ransomware incidents.</i>	COMPLY (Yes)	DO NOT COMPLY (No)
6.1.13. The e-Mail Security Service must inspect all components of the email including the email body, links and attachments using the latest industry anti-virus, scanning and deconstruction methods. Through this process		

each message received/transmitted must be transformed into a safe and trustworthy version as the technology provided must prevent even the most sophisticated unknown and undetectable threats.		
Substantiate / Comments:		
6.1.14. ECDC requires a full-turnkey service as described below for 180 users over the contract term. This service must be licensed and set up in full for the contracted period of 36 months. <ul style="list-style-type: none"> • 24/7/365 Premium Support. • Redundant Service - Multiple load balanced connections, • 100% Anti-Malware including zero-hour protection, • 100% Anti-Spam with 0,0001% false positives, • Pure Cloud Solution – no specific hardware requirements, • Single web-based administration console for all email services, • Active Directory integration including Cloud platform integration, • Group or individual policies with existing AD policies transferred through LDAP Integration, • Scheduled and on demand reporting, • Alerting via SMS, e-mail, or telephone, • Scalable e-Mail Gateway, • Encrypted transmission of e-Mails, • Delivery to multiple geographical locations, • Failover built into mail delivery if DR is setup on client side. 		
Substantiate / Comments:		

WIDE AREA NETWORK (4.4)

General

The below table lists the ECDC sites where WAN connectivity is required. The ISP may not provide bandwidth less than what is stipulated/requested for the last mile link(s).

Site Name	Latitude	Longitude	Physical Address	Bandwidth (Mbps)	Redundancy
Ocean Terrace Park	-33,011286	27,917811	Ocean Terrace Park, Moore Street, Quigney, East London	150	Yes
Mthatha	-31,590942	28,757008	7 Sisson Street, Fort Gale, Mthatha	28	No
Queenstown	-31,89964898	26,88591727	118 Ebdon Street, Komani	20	No
Port Elizabeth	-33,94826128	25,563922	329 Cape Road, Newton Park, Gqeberha	28	No
Butterworth	-32,331911	28,142778	24 High Street, Butterworth	18	No
Mdantsane	-32,93624828	27,73910316	48 Mdanstane Mall, Sandile Road, Qumza Highway, Mdantsane	20	No
One Stop Shop	-33,01686012	27,91608571	12 Esplanade Road, Quigney, East London	60	No

Table 1

Wide Area Network – Refer 4.4 <i>Last Mile Services - The ISP will provision last mile services to EASTERN CAPE DEVELOPMENT CORPORATION as per the table above Table 1). This last mile must include the following:</i>	COMPLY (Yes) Page Ref:	DO NOT COMPLY (No)
6.1.15. Hardware/Router per site/link This router must be managed and supported end to end. The ISP is to ensure that the software and firmware loaded onto the devices is kept up to date with the latest, stable firmware release available for deployment.		







The router(s) must also carry a full Vendor warranty for the contracted period to replace in the event of hardware failures.		
Substantiate / Comments:		
6.1.16. Software/configurations The ISP will need to ensure that the router configuration is backed up frequently/the most updated config file must be stored to facilitate in the restoration of services in an efficient manner.		
Substantiate / Comments:		
6.1.17. Last mile medium There is no preference in terms of last mile medium. It may be fibre optic or microwave. If it is a Microwave service, it must be a licensed spectrum/frequency to ensure stability from adjacent frequency/channel disturbance. The last mile bandwidth must be dedicated to the site, not shared or rate limited. No fair-use policies must be applied, and it must be uncapped. The last mile must also be scalable for quick upgrades/downgrades where and if required to accommodate the business requirements.		
Substantiate / Comments:		
6.1.18. Redundancy Only the Head Office require a redundant service (99,95% SLA). The remainder of the sites can be provisioned with a single link only (99% SLA). The redundancy must include power redundancy to Eskom Load shedding Schedules. Preference will also be given to redundant mediums (Fibre and Microwave). Fail-over between these redundant links and services must be fully automated to ensure service continuity.		
Substantiate / Comments:		
6.1.19. SLA/Support The last mile services must be monitored and supported on a 24 x 7 x 365 basis and have a support SLA of 8Hours MttR. ECDC must be notified about any outages that occurs.		
Substantiate / Comments:		
6.1.20. Reporting – Monthly reports via web portal must be included detailing items such as: <ul style="list-style-type: none"> • Availability • Throughput/Capacity • Utilization • Latency/Response time • Packet Loss • Jitter 		
Substantiate / Comments:		

MPLS-VPN SERVICES – Refer 4.5	COMPLY (Yes) Page Ref:	DO NOT COMPLY (No)
6.1.21. The ISP must prioritize the different data transit traffic types to effectively ensure QoS is provisioned to different traffic classes making use of the MPLS/VPN and applications that requires guaranteed bandwidth during times of congestion. Different services required to traverse the MPLS network: <ul style="list-style-type: none"> • Voice/SIP • Video Conferencing • Internet • Business Traffic (Several classes) 		
Substantiate / Comments:		
6.1.22. Voice and Video traffic transiting the MPLS must receive the highest available priority. Internet bound traffic must be segmented in their own VRF to isolate this traffic further as an additional security service in the MPLS backbone itself. Business applications must be classified for Critical, Normal and best effort. The MPLS service must be: <ul style="list-style-type: none"> • Resilient on the backbone • Scalable/flexible • Medium agnostic • Secure (transit traffic must be securely routed between sites) • Provide QoS mechanism(s) to differentiate traffic types and to ensure business continuity during peak traffic congestion. 		
Substantiate / Comments:		
6.1.23. SLA/Support – The MPLS services must be monitored and supported on a 24 x 7 x 365 basis and have a support SLA of 8Hours MttR (Mean time to Respond)		
Substantiate / Comments:		

IP TELEPHONY SERVICES (Hosted PBX) – Refer 4.6	COMPLY (Yes) Page Ref:	DO NOT COMPLY (No)
6.1.24. SIP services must be provisioned on the Hosted Telephony Services in the cloud for the Voice portion, per site providing for 100% call concurrency of users per site. The H-PBX service must be a fully redundant cloud-based platform, with no physical on site dependency to ECDC.		
Substantiate / Comments:		
6.1.25. Features required from the H-PBX platform: <ul style="list-style-type: none"> • A telephony system that is designed to meet the requirements for carrier grade telecommunications infrastructure. • Fully redundant with each component deployed in a high availability multiple 		

<p>system environment (n+1 and 1+1). All supporting systems such as power, cooling, network connectivity, interconnections, voice peering links, management systems are also fully redundant with multiple hardware and software implementations to ensure a functionally available and stable system.</p> <ul style="list-style-type: none"> • Fully scalable to unlimited number of extensions and hundreds of thousands of concurrent calls. • Fully monitored and managed for failures, faults, overloads and performance. • Fully Secured voice ensuring a high level of privacy and security for sensitive communications. • Compliant with ICASA regulatory requirements regarding legal intercept, record keeping and other legal requirements. 		
Substantiate / Comments:		
<p>6.1.26. The Hosted PBX service must also enable cost efficiencies to reduce the mobile spend by providing the ability to make calls from Mobile phones and be directed to the H-PBX service from where calls will be routed. Cost efficiencies must also be had for inter-site dialling. Calls can be made internally between sites connected via the MPLS at no additional charge or break out in the cloud.</p> <p>6.1.27. A total of 176 users are currently requiring telephony services, of which 110 will reside at Head Office. The remainder of the users will be spread across the rest of the sites in the Eastern Cape – See table 1 in the WAN section</p>		
Substantiate / Comments:		
<p>6.1.28. Provisioning needs to be made for an array of features and functionality, including Licensing of handsets/users, Telephone Management System (TMS) for reporting, Auto Attendant services, Voicemail, Receptionist licensing, mobility requirements, training, professional and support services and relevant hardware, including handsets and media gateways. These services must include the following functionality:</p> <ul style="list-style-type: none"> ▪ Authentication ▪ Basic Call Logs ▪ Call Waiting ▪ Calling Line ID Delivery Blocking ▪ Calling Name Retrieval ▪ Calling Party Category ▪ Charge Number ▪ Client Call Control ▪ Connected Line Identification Presentation ▪ Connected Line Identification Restriction ▪ Customer Originated Trace ▪ External Calling Line ID Delivery ▪ Intercept User ▪ Internal Calling Line ID Delivery ▪ Phone Status Monitoring ▪ Physical Location ▪ Service Scripts User ▪ Zone Calling Restrictions ▪ Call Forwarding Always ▪ Call Forwarding Busy ▪ Call Forwarding No Answer ▪ Call Forwarding Not Reachable ▪ Call Return ▪ Call Transfer ▪ Directory Number Hunting ▪ Flash Call Hold 		

<ul style="list-style-type: none"> ▪ Last Number Redial ▪ Three-Way Conference Call ▪ Anonymous Call Rejection ▪ Automatic Callback ▪ Diversion Inhibitor ▪ Do Not Disturb ▪ Hoteling Guest (Hot Desk) ▪ Speed Dial 100 ▪ Call Park ▪ Call Pickup ▪ Service Scripts Group ▪ Call Capacity Management ▪ Emergency Zones ▪ Incoming Calling Plan ▪ Alternate Numbers ▪ Automatic Hold/Retrieve ▪ Barge-in Exempt ▪ Busy Lamp Field ▪ Call Forwarding Selective ▪ Call Notify ▪ Custom Ringback User ▪ Custom Ringback User - Video ▪ Directed Call Pickup ▪ Directed Call Pickup Barge-In ▪ Hoteling Host (Hot Desk Host) ▪ N-Way Conference Call ▪ Priority Alert ▪ Privacy ▪ Push to Talk ▪ Selective Call Acceptance ▪ Selective Call Rejection ▪ Shared Call Appearance 10+ 		
Substantiate / Comments:		
6.1.29. There are two receptionists located at Head Office. The remainder of the sites all have 1 receptionist, excluding Mdantsane which has none. Each receptionist will require a desk phone, with expansion module and a Bluetooth headset		
Substantiate / Comments:		
6.1.30. For Head Office, an auto attendant feature is required.		
Substantiate / Comments:		
6.1.31. Costs for the hardware and licensing needs to be given as a monthly price over the contract term.		
Substantiate / Comments:		
6.1.32. Conference phones are required – Head Office 6 units, all other sites 1 unit.		
Substantiate / Comments:		
6.1.33. 19 x DECT phones plus 10 MPBX Mobile phones linked to certain extension numbers are required at Head office.		

Substantiate / Comments:			
6.1.34. Handset Types to be made available to ECDC (or similar in features and functionality):			
Switchboard/Receptionists Yealink T46U IP Desk Phone (POE Only) (Gigabit) Colour Display			
Executive Type Phones Yealink T33G IP Desk Phone (POE Only)			
Basic Handsets Yealink T31P IP Desk Phone (POE Only)			
DECT Handsets Yealink W60P IP DECT Phone			
Conference Phones Yealink CP920 & CP960 HD Conference phone (with Wired Extensions where applicable)			
Substantiate / Comments:			

CISCO SWITCHES (LAN) (4.7)

General

As part of the requirement, the bidder needs to include the provisioning, configuration, installation, support/maintenance, and management of Cisco switches at the ECDC sites. The below table identifies the quantities as well as switch types required. Pricing needs to be given as a monthly rental to ECDC for the switches.

Site Name	Catalyst-Cisco-WS-C2960X-48FPS-L	Catalyst-Cisco-WS-C2960X-24PS-L	Catalyst-Cisco-C2960X-STACK
Ocean Terrace Park	3	1	2
Mthatha	1	1	0
Queenstown	1	0	0
Port Elizabeth	1	0	0
Butterworth	1	0	0
Mdantsane	0	1	0
One Stop Shop	1	0	0

Services must include the following:

CISCO SWITCHES – Refer 4.7	COMPLY (Yes) Page Ref:	DO NOT COMPLY (No)
6.1.35. Hardware Support– The switches must be managed and supported end to end. The ISP is to ensure that the software and firmware loaded onto the devices is kept up to date with the latest, stable firmware release available for deployment. The switches must also carry a full Vendor warranty and support for the contracted period to replace in the event of hardware failure.		
Substantiate / Comments:		
6.1.36. Software/configurations – The ISP will need to ensure that the switch configuration is backed up frequently/the most updated config file must be stored to facilitate in the restoration of services in an efficient manner.		
Substantiate / Comments:		
6.1.37. SLA/Support – The LAN services must be supported on a 24 x 7 x 365 basis and have a support SLA of 8Hours MttR		
Substantiate / Comments:		

I..... being the delegated person of the Bidder (attach delegation form) declare that the information provided is correct and I have substantiated and provided proof of compliance on the required specification

SIGNATURE		DATE	
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1. Responsibilities and duties

- 1.1. Notwithstanding the fact that a description of the services has been provided above, ECDC shall be entitled to request additional services related to deliverables required to ensure the successful completion of the services set out above on such further terms and conditions as may be agreed between the parties in writing.
- 1.2. The service provider shall at all times faithfully and timeously carry out and perform the Services and shall use its best endeavours to properly conduct, improve, extend and develop the business of ECDC in the provisioning of the services.
- 1.3. The Services shall as part of his duties, attend such meetings as may be required by ECDC from time to time and submit weekly or monthly progress reports on the services as may be required and requested by ECDC.

2. Obligation to perform and sub-contracting.

- 2.1. The bidder shall notify ECDC 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 bidder from any liability or obligation under the contract.
- 2.2. The bidder shall not assign, in whole or in part, its obligations to perform under the contract, except with ECDC's prior written consent.

3. Performance guarantee – (Not Applicable)

- 3.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to ECDC the performance security of the amount specified above.
- 3.2. The proceeds of the performance security shall be payable to ECDC as compensation for any loss resulting from the bidder's failure to complete his obligations under the contract.
- 3.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to ECDC and shall be in one of the following forms:
- 3.4. A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in South Africa, acceptable to ECDC, in the form provided in the bid documents or another form acceptable to ECDC; or A cashier's or certified cheque
- 3.5. The performance security will be discharged by ECDC and returned to the bidder not later than thirty (30) days following the date of completion of the bidder's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 3.6. Notwithstanding the provisions above, the bidder shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

4. Anti-dumping and countervailing duties and rights

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, ECDC is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to ECDC or ECDC may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract

or any other amount which may be due to him.

5. ECDC facilities

- 5.1. Unless otherwise agreed in writing by ECDC, the Service Provider will work from its own office and provide its own facilities, such as transport, telephone, cell phone, fax and computer facilities to perform the services.
- 5.2. The service provider may use certain facilities made available by ECDC to assist in performing the services, including but not limited to computer facilities, telephone and fax facilities and stationery. In this regard the service provider agrees to:
- 5.3. Abide by the health, safety and security measures as prescribed by ECDC from time to time;
- 5.4. To use such accommodation and facilities entirely at his own risk and ECDC shall not be liable for any loss or damage whatsoever and howsoever caused arising out of or in connection with the use of these items, other than loss or damage caused as a result of ECDC's own wilful misconduct.

6. Force majeure

- 6.1. If a force majeure situation arises, the bidder shall promptly notify ECDC in writing of such condition and the cause thereof. Unless otherwise directed by ECDC in writing, the bidder 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.

7. Warranties

- 7.1. Supply and installation of the equipment shall have at least minimum warranty of 3 years. The Service Provider should facilitate swop outs, collections etc directly with OEM during the warranty period.
- 7.2. The bidder warrants that the services supplied under the contract incorporate all recent improvements in design and materials unless provided otherwise in the contract. The bidder further warrants that all designs etc, supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by ECDC's specifications) or from any act or omission of the bidder, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 7.3. This warranty shall remain valid for three (3) years after the services or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, unless specified otherwise in Special Conditions of Contract.
- 7.4. ECDC shall promptly notify the bidder in writing of any claims arising under this warranty.
- 7.5. Upon receipt of such notice, the bidder shall, within the period specify and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to ECDC.
- 7.6. If the bidder, having been notified, fails to remedy the defect(s) within the period specified above, ECDC may proceed to take such remedial action as may be necessary, at the bidder's risk and expense and without prejudice to any other rights which ECDC may have against the bidder under the contract.

8. Spare parts

- 8.1. The bidder may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the bidder:
- 8.2. Such spare parts as ECDC may elect to purchase from the bidder, provided that this election shall not relieve the bidder of any warranty obligations under the contract; and
- 8.3. In the event of termination of production of the spare parts:
- 8.4. Advance notification to ECDC of the pending termination, in sufficient time to permit ECDC to procure needed requirements; and following such termination, furnishing at no cost to ECDC, the blueprints, drawings, and

specifications of the spare parts, if requested.

9. Insurance

The service provider will be responsible for the insurance of the product and their employees until the commissioning of the final product.

10. Commissioning

Testing and Commissioning of the product will be conducted on site with ECDC personnel present.

11. Responsibility to perform.

- 11.1. Delivery of the goods and performance of services shall be made by the bidder in accordance with the time schedule prescribed by ECDC in the contract.
- 11.2. If at any time during performance of the contract, the bidder or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the bidder shall promptly notify ECDC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the bidder's notice, ECDC shall evaluate the situation and may at his discretion extend the bidder'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.
- 11.3. ECDC reserves the right to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the bidder's point of supply is not situated at or near the place where the supplies are required, or the bidder's services are not readily available.
- 11.4. A delay by the bidder in the performance of its delivery obligations may render the bidder liable to the imposition of penalties, unless an extension of time is agreed upon without the application of penalties.
- 11.5. ECDC shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.
- 11.6. ECDC may also consider termination of the contract.

12. Service Level Agreement

- 12.1. The successful bidder shall upon receipt of written notification of an award, be required to conclude a Service Level Agreement (SLA) with the ECDC, which will form an integral part of the supply agreement. The SLA will serve as a tool to measure, monitor and assess the supplier's performance and ensure effective delivery of service, quality and value-add to ECDC's business..

13. Duration of the contract

- 13.1. It is anticipated that the appointment will be made **during October 2021** and the service provider will be expected to be available and start immediately as soon as a Service Level Agreement is signed
- 13.2. The successful Professional Service Provider shall be required to complete the project within 3 (three) months of the Award.
- 13.3. Upon any delay beyond the delivery period in the case of a supplies contract, ECDC shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the bidder'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 bidder.

14. Project Plan

The appointed service provider(s) will be required to start immediately after signing the Project Implementation contract. After completion of Project Implementation, a maintenance and services will be entered into for a period of three (3) years, subject to annual review of service provider's performance. The ECDC reserves the right to extend the term of appointment for a longer period but not beyond five (5) years.

15. Payments and tax

- 15.1. Payments shall only be made in accordance with the fees as quoted in this documentation. Prices charged by the bidder for goods delivered and services performed under the contract shall not vary from the prices quoted by the bidder in this bid, with the exception of any price adjustments authorized at ECDC's request for bid validity extension, as the case may be.
- 15.2. ECDC will reimburse the service provider for expenses and disbursements incurred subject to the submission of satisfactory proof that such expenses and disbursements have been incurred and subject to it being within the budget as indicated in this documentation.
- 15.3. The service provider shall from time to time during this contract duration furnish ECDC with a VAT compliant tax invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract. Each invoice must be accompanied by a detailed timesheet and expense claim forms substantiating the amount claimed.
- 15.4. Payments shall be made promptly by ECDC in Rand, but in no case later than thirty (30) days after submission of a VAT compliant tax invoice and supporting documentation by the service provider if the services have been properly executed as agreed.
- 15.5. Payment will only be effected once the equipment has been installed, commissioned and project signed off.
- 15.6. The service provider shall retain all proof of expenditure and maintain such accounts and records as are reasonably necessary, claimed above, should ECDC require an audit to substantiate that expenditure and allows ECDC's own personnel or an independent auditor access to those records.
- 15.7. Should the above audit reveal that ECDC has been overcharged, the Service Provider will re-imburse the ECDC the amount overcharged within 30 days inclusive of interest calculated at prime plus 2% per annum.
- 15.8. A foreign bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Republic of South Africa.
- 15.9. A local bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to ECDC.

16. Response Format

Bidders shall submit their bid responses in accordance with the response format specified below (each schedule must be clearly marked):

- 16.1. Cover Page: The Cover Page Should be the Cover Page of this Bid Document
- 16.2. Schedule 1:
 - 16.2.1. Executive Summary (explaining how you understand the requirements of this bid and the summary of your proposed solution)
 - 16.2.2. Annexure A-K of this bid document (duly completed and signed)
 - 16.2.3. Copy of Board Resolution, duly certified Ito Delegation of authority
 - 16.2.4. Original or Certified Copy of B-BBEE verification certificate or Original or Certified Copy of Sworn Affidavit indicating the contribution level of the bidding entity. An Exempted Micro Enterprises (EME) and Qualifying Small Enterprise

may submit an original or certified copy of a sworn affidavit from Commissioner of Oath as per the B-BBEE Act (as amended) and the DTI requirements. If a bidder is a Joint Venture or Consortium, the bidder must submit a consolidated B-BBEE scorecard as if they were a group structure. Any misrepresentation in terms of the declaration constitutes a criminal offence as set out in the B-BBEE Act as amended.

- 16.2.5. Note: If a bidder is a Consortium, Joint Venture the Bidder should submit the required document as per stage 1 evaluation (mandatory requirements)

If Bidder is a Prime Contractor with Subcontractor(s), the documents listed above must be submitted for each Prime Contractor.

- 16.2.6. Copy of Joint Venture/ Consortium/ Agreement duly signed by all parties (if applicable)

16.2.7. Schedule 2:

Response to Section C of this document, in line with the format indicated in this bid document.

16.2.8. Schedule 3:

Price Proposal (response to Annexure G (pricing schedule of this bid document.

SECTION D

ANNEXURE A: SUPPLIER INFORMATION

Legal Name of Bidder : (Same as CSD)	
Trading Name of Bidder: (Same as CSD)	
Registration Number (Same as CSD)	
Physical Address	
Postal Address	
Contact Person	
Title/Position in the Firm	
Mobile Number	
Bidder Telephone Number	
Facsimile Number	
Email Address of Contact Person	
Email Address of Bidder	
VAT Registration Number (Same as CSD)	
Central Supplier Database Number	MAAA
B-BBEE STATUS VERIFICATION	

Very Important:
(Attach B-BBBEE Status Verification from Accredited Service Provider or B-BBBEE Sworn Affidavit (for EME's and QSEs) must be submitted in order to qualify for preference points for B-BBEE)

Are the Accredited Representative in South Africa for the Goods/Services/Works Offered? <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes enclose Proof)	Are you a foreign based supplier for the Goods/Services/Works Offered? <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, answer the questionnaire Below)
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

Is the Entity a resident of the Republic of South Africa (RSA)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the Entity have a branch in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Does the Entity have a permanent establishment in the RSA?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the Entity have any source of income in the RSA	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>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 (SARS) and if not register</p>		
<p><u>VERY IMPORTANT</u></p> <p>NO TENDERS/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>		

SERVICE PROVIDER ACKNOWLEDGEMENT OF REQUEST AND TERMS AND CONDITIONS:

I..... (NAME) HEREBY ACCEPT THE TERMS OF THIS REQUEST FOR QUOTATION AND ACKNOWLEDGE

THAT I AM APPROPRIATELY DELEGATED TO RESPOND ON BEHALF OF (ATTACH DELEGATION OF AUTHORITY)

.....

(NAME OF BIDDER).

Print Name

Date

Designation

Signature

Annexure B: Location

1	Where is the Bidder's main office?	
	Other offices:	

Annexure C: Profile

[illegible]

Comments:

Annexure D: Experience

1 **Provide details of the Company's experience in working on similar projects (maximum of 3).
Attach Reference Letter**

	Projects Completed	Date Completed	Approximate Cost	Contactable References
				Name: Surname: Email Phone Number
				Name: Surname: Email Phone Number
				Name: Surname: Email Phone Number
				Name: Surname: Email Phone Number
				Name: Surname: Email Phone Number

Comments:

Annexure E: Services

Please list the services that the Company is able to provide and indicate whether these services are provided from in-house resources or contracted in from partners/service providers.

	Service	In-house	Out-sourced	Approx. % of revenue generated from this service in past 12 months	Key institution for whom this service is currently provided
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Annexure F: Form of Offer and Acceptance Offer

Note: Mandatory Requirement. Failure to Complete and Sign this document will result in the bid being non-responsive.

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

PROJECT: UPGRADE AND MAINTENANCE OF THE EXISTING MPLS NETWORK INCLUDING SECURE INTERNET ACCESS, CONVERGED VOICE, DATA AND VIDEO SERVICES AT ECDC FOR A PERIOD OF (3) THREE YEARS

Failure on the part of a bidder to fill in as required, sign this form and submit a letter of Authority of the signatory will lead to the Bid being disqualified.

The tenderer, identified in the offer signature block, has examined the documents listed and requested in this proposal and all returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for remuneration to be determined in accordance with the conditions identified in this proposal.

The offered price for the supply and installation of the equipment, inclusive of value added tax carried forward from **Summary of the Total**, is

R (in figures)

.....
.....

Rand (in words)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or close corporation:

.....

And: whose registration number is:

.....

And: whose income tax reference number is:

.....

Trading under the name and style of:

.....

AND WHO IS:

Represented herein, and who is duly authorized to do so,
by:

Mr/Mrs/Ms:

.....

In his/her capacity as:

.....

Note:

A letter of authority, signed by all the directors/
members/ partners of the legal entity must accompany
this offer, authorizing the representative to make this
offer.

SIGNED BY TENDERER:

Name of Representative	Signature	Date

SIGNED BY WITNESS:

Name of Representative	Signature	Date

The tenderer elects as its *domicilliumcitandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address)

.....

.....

Other contact details of the tenderer are:

Telephone no

.....

Cellular phone no

.....

Fax no

.....

Postal address

.....

Banker

.....

Branch

.....

ACCEPTANCE:

By signing this part of this form of offer and acceptance, ECDC accepts the bidder's offer. Acceptance of the bidder's offer shall form an agreement between the ECDC and the bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in the contract to be concluded and documents or parts thereof, which may be incorporated by reference into the volumes above

Deviations from and amendments to the documents listed in the bid data and any addenda thereto as listed in the bid schedules as well as any changes to the terms of the offer agreed by the bidder and ECDC during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless agreed by both parties.

The bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the ECDC's Legal Department to arrange documentation to be provided in terms of the conditions of contract identified in the contract. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the bidder within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signed for the ECDC:

Name of representative	Signature	Date

Witnessed by:

Name of witness	Signature	Date

Annexure G: Pricing Schedule

Note: Mandatory Requirement. Failure to complete and Sign this document will result in the bid being non-responsive.

1. Bidders are required to expressly cover their proposed fee/price and disbursement structure based on the activities they propose undertaking to provide the services requested in this call for proposals.
2. The ECDC reserves the right to negotiate any aspect of the proposed fees/pricing and disbursements with the preferred Bidder and shall not be bound to the fees/pricing and disbursements submitted by any Bidder.
3. The Bid Fees/Prices must remain valid for a period of 120 days from date of closure of bid.
4. The bidder understands that ECDC is not bound to accept the lowest or any offer, and that the bidder must bear all costs which we have incurred in connection with preparing and submitting this bid.
5. The bidder hereby undertakes for the period during which this bid remains open for acceptance, not to divulge to any persons, other than the persons to whom the bid is submitted, any information relating to the submission of this bid or the details therein except where such is necessary for the submission of this bid.
6. ECDC reserves the right to request the Bidder's latest audited financial statements in order to ascertain financial stability of the Bidder prior to award of the bid. Failure by the Bidder to provide the latest audited financial statements may invalidate the bid.
7. **Fixed and Firm Price is required. Service Provider to cover the Foreign Exchange Risk**
8. **Important: If not firm for the full period, provide details of the basis on which price adjustments shall be applied e.g. CPI etc.**

KINDLY NOTE THAT A FAILURE TO EXPRESSLY COVER THIS IN YOUR PROPOSAL WILL RESULT IN YOUR PROPOSAL BEING REJECTED WITHOUT FURTHER CONSIDERATION

Cost Instructions of Supply and Installation etc	Comply	Do not comply
The cost of installation, delivery, site preparation etc. must be included in this proposal.		
Substantiate / Comments:		

Cost Instructions of Travel and Accommodation etc	Comply	Do not comply
The cost of Travel and accommodation at various ECDC sites in Eastern Cape etc. must be included in this proposal. Refer Location of ECDC offices		
Substantiate / Comments:		

License Fees	Comply	Do not comply
Applicable Licence fees must not exceed the CPI, with the anniversary date of the contract as baseline.		
Substantiate / Comments:		

	Comply	Do not comply
All additional costs must be clearly specified.		
Substantiate / Comments:		



Price Breakdown: This section must be completed and submitted with the RFP.

TABLE A: DIRECT INTERNET SERVICE COSTS (VAT INCL.)

SITE ID	SITE	PROPOSED MEDIUM	BANDWIDTH	Monthly Service Fee	MONTHLY SERVICE FEE CIRCUIT/ LINK/PORT	Total Monthly Service Fee	Once off Installation Fee
1							
2							
3							
4							
5							
6							
7							
TOTAL:							

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MTHATHA T: (+27) 047 501 2200 • Satellite offices: KING WILLIAM'S TOWN T: (+27) 043 604 8800 • MOUNT AYLIFF T: (+27) 039 254 0584
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Board Members: V Jarana (Chairperson) • S Somdyala (Deputy Chairperson) • A Wakaba CEO
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TABLE B: HOSTED SECURITY SERVICE COSTS (VAT INCL.)

SITE ID	SITE	PROPOSED MEDIUM	MONTHLY SERVICE FEE CIRCUIT/ LINK/PORT	Total Monthly Service Fee	Once off Installation Fee
1					
2					
3					
4					
5					
6					
7					
TOTAL:					

TABLE C: E-MAIL SECURITY SERVICE COSTS (VAT INCL.)

SITE ID	SITE	PROPOSED MEDIUM	MONTHLY SERVICE FEE	Total Monthly Service Fee	Once off Installation Fee
1					
2					
3					
4					
5					
6					
7					
TOTAL:					

TABLE D: MPLS VPN SERVICE COSTS (VAT INCL.)

SITE ID	SITE	PROPOSED MEDIUM	BANDWIDTH	Monthly Service Fee	MONTHLY SERVICE FEE CIRCUIT/ LINK/PORT	Total Monthly Service Fee	Once off Installation Fee
1							
2							
3							
4							
5							
6							
7							
TOTAL:							

TABLE E: TELEPHONY SERVICE COSTS (VAT INCL.)

SITE ID	SITE	PROPOSED MEDIUM	MONTHLY SERVICE FEE	Total Monthly Service Fee	Once off Installation Fee
1					
2					
3					
4					
5					
6					
7					
TOTAL:					

TABLE F: MANAGED CPE COSTS (VAT INCL.)

DEVICE DETAILS	QUANTITY	MONTHLY FEE	ONCE OFF INSTALLATION FEE
TOTAL:			

TABLE G: COST SUMMARY (VAT INCL.)

DELIVERABLES		YEAR 1	YEAR 2	YEAR3	TOTAL
INTERNET SERVICE COSTS (TABLE A)	TOTAL MONTHLY FEE				
	TOTAL INSTALLATION FEE ONCE OFF				
SECURITY SERVICE COSTS (TABLE B)	TOTAL MONTHLY FEE				
	TOTAL INSTALLATION FEE ONCE OFF				
E-MAIL SERVICE COSTS (TABLE C)	TOTAL MONTHLY FEE				
	TOTAL INSTALLATION FEE ONCE OFF				
MPLS SERVICE COSTS (TABLE D)	TOTAL MONTHLY FEE				
	TOTAL INSTALLATION FEE ONCE OFF				
TELEPHONY SERVICE COSTS (TABLE E)	TOTAL MONTHLY FEE				
	TOTAL INSTALLATION FEE ONCE OFF				
CPE COST (TABLE F)	TOTAL MONTHLY FEE				
	TOTAL INSTALLATION FEE ONCE OFF				
TOTAL FIRST YEAR 1					
TOTAL SECOND YEAR 2					
TOTAL THIRD YEAR 3					
TOTAL COSTS FOR 36 MONTHS					

- Prices to be fixed and firm for the duration of the project.
- Service Provider is responsible to cater in their prices to changes in foreign exchange risk

SIGNATURE of the DELEGATED AUTHORITY		DATE	
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Annexure H: Declaration of interest

Note: Mandatory Requirement. Failure to complete and Sign this document will result in the bid being non-responsive.

1. Any legal person including 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 connected with or related to persons employed by the state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-

- 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.

NO TENDERS/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.

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:

2.2 Name of the Bidder's representative:

2.3 Identity Number:

2.4 Position occupied in the Company (director, shareholder etc):

2.5 Company Registration Number:

2.6 Tax Reference Number:

2.7 VAT Registration Number:

- 2.7.1. 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.

"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.

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2.8. Are you or any person connected with the bidder presently employed by the state?	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.8.1. If yes furnish the following details:	
<ul style="list-style-type: none"> Name of person / director / trustee / shareholder/ member: 	
<ul style="list-style-type: none"> Name of state institution at which you or the person is connected to the bidder is employed : 	
<ul style="list-style-type: none"> Position occupied in the said institution: 	
Any other particulars:	
2.9. 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 <input type="checkbox"/> No <input type="checkbox"/>
<ul style="list-style-type: none"> If so, furnish particulars: 	
2.10. 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 <input type="checkbox"/> No <input type="checkbox"/>
<ul style="list-style-type: none"> If so, furnish particulars: 	
2.11. 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 <input type="checkbox"/> No <input type="checkbox"/>
<ul style="list-style-type: none"> If so, furnish particulars: 	
2.12. 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 <input type="checkbox"/> No <input type="checkbox"/>

²"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.

- If so, furnish particulars

3. The full details of all directors / trustees / members / shareholders must be provided.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Personal Number (if applicable)

SIGNATURE OF BIDDER		DATE	
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DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS CORRECT.

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

.....

Signature by delegated Authority Date

.....

Position Name of Representative

Annexure I – (SBD 8): Declaration of bidder's past supply chain management practices

Note: Mandatory Requirement. Failure to complete and Sign this document will result in the bid being non responsive.

This declaration will be used to ensure that when goods and services are being procured, all reasonable steps were 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 ECDC'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

Have you (bidder and directors) been listed on the National Treasury's Database of Restricted Bidders as companies or persons prohibited from doing business with the public sector?

Yes ☐ No ☐

If so, furnish particulars:

Have you (bidder or any of directors) been listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?

Yes ☐ No ☐

If so, furnish particulars:

Have you (bidder or any of the 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 ☐ No ☐

If so, furnish particulars:

Was any contract between you (the bidder) and any organ of state including ECDC terminated during the past five years on account of failure to perform on or comply with the contract?

Yes ☐ No ☐

If so, furnish particulars:

I /we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the information provided above is true and correct and that I / we acknowledge that ECDC may, in addition to any other remedy it may have –

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; forward the matter for criminal prosecution

**SIGNATURE of the DELEGATED
AUTHORITY**

DATE

Annexure J– (SBD 9): Certificate of independent Bid determination

Note: Mandatory Requirement. Failure to complete and Sign this document will result in the bid being non responsive.

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 rigging¹). Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.

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

I have read and I understand the contents of this Certificate;

I 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.

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 of the
DELEGATED AUTHORITY**

DATE

SBD 6.1 (Attached)

B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or Sworn Affidavit together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed. ECDC 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.