



CALL FOR BIDS

BID NO: ECDC/ELN/398/012024

BID SUBJECT: **REQUEST FOR PROPOSALS FOR THE SUPPLY OF A CYBER SECURITY RISK BASED VULNERABILITY MANAGEMENT PLATFORM AND SUPPORT FOR A PERIOD OF 3 YEARS**

Consisting Of:

The Request for Quotation (Returnable) - This Document
Issued by:

Prepared By

Eastern Cape Development Corporation

ECDC House, Ocean Terrace Park, Moore Street,
Quigney, East London.

Tel: 043 704 5600

BIDDER NAME:

CSD NUMBER:

| | |
|----------------------|-------------------------|
| CLOSING DATE: | 09 February 2024 |
| CLOSING TIME: | 12h00 |

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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 |
| SETA | Sector Education Training Authority |
| SAICA | South African Institute of Chartered Accountants |
| IBASA | Institute of Business Advisers of Southern Africa |
| ILO | International Labour Organization |
| SAATCA | Southern African Auditor and Training Certification Authority |

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 quotations 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 |

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|-----------------------------|--|
| 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. |
| 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 – is a councillor of any municipal council as defined in the Local Government Municipal Structures Act (Act ollea No 117 of 1998); is a politician serving in any provincial legislature; or is a politician serving in the National Assembly or the National Council of Provinces; a member of the board of directors of any municipal entity; 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. |
| 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 Private partnership | Means a commercial transaction between ECDC and a private party in terms of which: the private party either performs a function on behalf of 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; the private party receives a benefit for performing the function or by utilising state property, either by way of: 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 |
| Qualifying small entity | Means a qualifying small entity that qualifies for measurement under a certain value 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 Level Agreement | 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 | Means: any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the PFMA any municipality or municipal entity national Assembly or the national Council of Provinces; or parliament |
| 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. General Information

1.1 Invitation to Bid

Eastern Cape Development Corporation (ECDC) invites suitably qualified competent service providers (Bidders) to submit proposals (quotations) for the **Supply of a Cyber Security Risk Based Vulnerability Management Platform and support for a period of 3 years.**

1.1.1.

1.2 Eligibility to Bid/Minimum Requirements

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

1.3 Estimated Timeline

| Activity | | Date | Time |
|----------|----------------------------------|--|-----------------|
| 1 | Placing of advert | Daily Dispatch and Herald, ECDC Website and E-Tender Portal | N/A |
| 2 | Compulsory Briefing Meeting | There will be no briefing meeting. For any enquiries relating to this Bid/Expression of Interest, please email the procurement department at tenders@ecdc.co.za , for the attention of S Matyaleni. Bidders should send an email to ECDC Procurement at tenders@ecdc.co.za to register their interest in submitting an Expression of Interest for ease of communication Answers/Clarity on Bid will be posted on the website at www.ecdc.co.za | |
| 3 | Last day of questions | 02 February 2024 | N/A |
| 4 | Final date of submission of bids | 09 February 2024 | 12h00 pm |
| 5 | Bid Validity | 6 months | |

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.

1.4 Compulsory Briefing Session

There will be no briefing meeting. For any enquiries relating to this Bid/Expression of Interest, please email the ECDC procurement department at tenders@ecdc.co.za for attention S Matyaleni 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.

Very Important

Bidders should send an email to ECDC Procurement 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

1.5 Submission of Bid Documents

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

Failure to submit the entire bid document with all of its pages included may result in the Bidder not being assessed/evaluated due to the inability of the BEC not being able to identify which Bid the Bidder, and Terms and Conditions the Bidder is responding to

- 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/398/012024

Project Name: REQUEST FOR QUOTATIONS FOR THE SUPPLY OF A CYBER SECURITY RISK BASED VULNERABILITY PLATFORM FOR A PERIOD OF 3 YEARS

Attention: S MATYALENI

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

IMPORTANT

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

- a) **No alterations of the Bid Document will be allowed.**
- b) **No correction fluid will be allowed. Corrections should be initialled.**
- c) **Should the submission not be in a sealed envelope ECDC will not be responsible for any loss/misplaced portion of bid document, supporting schedules and annexures.**
- d) **One original duly signed (by authorised representative. Delegation of Authority to be attached) and completed bid document MUST be submitted inclusive of the terms and conditions of this bid document.**
- e) **No faxed, email, proposal/bid will be accepted. No late submissions will be eligible for consideration by ECDC. The bid box is open on weekdays between 08h00am and 16h30pm.**
- f) **Submission means that the Bid Document should be inside the ECDC HEAD OFFICE AT**

ECDC HOUSE tender box.

Preferential Procurement

This bid and during the time of Request for Quotation the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022 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 will apply.

1.6 Evaluation Criteria

All submitted bids will be evaluated in the following stages:

| | |
|--------------------------|---|
| 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. Service Providers that have passed this will be evaluated on stage 1 |
| Stage 1 | Involves an evaluation of Functionality only - At this stage Bidders must score a minimum score of 70% for functionality in order to be evaluated for stage 2 (Preferential procurement points). |
| Stage 2 | Preferential Procurement points: Price: Points will be calculated for price on the relevant prices in accordance with the preference point system, 80/20. Specific Goals: 20 points will be allocated as per the specific goals determined by the ECDC SCM Policy |

1.6.1 Pre-Qualification Stage (Mandatory Requirements)

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

Table 1: Mandatory Requirements

| <p>PRE-QUALIFICATION MANDATORY REQUIREMENTS</p> <p>Description</p> | <p>Mandatory Requirement for Award</p> | <p>Disqualification if not submitted with RFQ or Bidder is found to be Non-Compliant at the</p> |
|--|---|--|
| <p>Bidders must be registered on the National Treasury Central Supplier Database (CSD).</p> <p>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, - The bidders' Business Registration Status will be verified on the CSD prior to the bid award and where the preferred bidder's status is under deregistration, 7 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>1.</p> <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 by the time of closing of the bid, they will not be considered for evaluation.</p> <p><u>Directors/Employees in the Service of State</u></p> <p>Where a person within the Bidding Entity is an Employee of the State, Bidder should</p> <ol style="list-style-type: none"> a) submit a signed letter on a letter head from their Accounting Officer/Accounting Authority (AO/AA of the Government Institution where they are employed) stating that they are not prohibited from conducting business with the State in terms of Section 8 of the Public Administration Management Act, 2012 (Act No.11 of 2014- "the PFMA") b) submit a signed letter on a letter from their AO/AA granting permission to perform other remunerative work outside of their employment where the PAMA does not apply to such an employee <p>ECDC reserves the right to verify such information from their AO/AA</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> | <p>Yes</p> | <p>Yes</p> |

| PRE-QUALIFICATION MANDATORY REQUIREMENTS | | Mandatory Requirement for Award | Disqualification if not submitted with RFQ or Bidder is found to be Non-Compliant at the |
|---|---|--|---|
| | Description | | |
| 2. | <p>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, 7 working days will be granted for remedy, failing which the bidder will be disqualified. | Yes | Yes |
| 3. | <p>Letter of Authority</p> <p>A Letter of Authority/Board Resolution/Delegation of Authority Matrix to complete and sign this Bid Document is required in the following instances</p> <ul style="list-style-type: none"> ✓ Where there is more than one (1) director / shareholder / trustee / members etc. in the Company/Trust/Close Corporation etc. (institution), the directors /shareholder /trustees /member etc., should delegate a person by means of submitting a duly signed Delegation of Authority granting the authorized personnel to sign the Bid Document on the Bidder's behalf <p>OR</p> <ul style="list-style-type: none"> ✓ Where there is only one Director and the person completing the document is not the Director. The Director should delegate a person by means of submitting a duly signed Delegation of Authority granting the authorized personnel to sign the Bid Document on the Bidder's behalf <p>Note: The Letter of Authority MUST be signed by all directors of the Bidder/ Directors that meet the quorum in order for the Letter of Authority to be valid (or a signed Board Resolution authorising the signatory will be accepted – Board Resolution to be signed by the duly authorised individual(Chairperson of the Board/Company Secretary).</p> | Yes | Yes |
| 4. | Annexure A – Supplier Information (Completed and Signed by the Duly Authorised Person) Attach Delegation of Authority. | Yes | Yes |
| 5. | Annexure B – Form of Offer (Completed and Signed by the Duly Authorised Person) Attach Delegation of Authority. | Yes | Yes |

| PRE-QUALIFICATION MANDATORY REQUIREMENTS | | | |
|--|--|--|---|
| | Description | Mandatory Requirement for Award | Disqualification if not submitted with RFQ or Bidder is found to be Non-Compliant at the |
| 6. | Annexure C– Pricing Schedule (Completed in Permanent Ink and signed by the Duly Authorised Person) Attach Delegation of Authority. | Yes | Yes |
| 7. | Annexure D– (SBD 4): Bidders Disclosure (Signed and Completed by the Duly Authorised Signatory) . Attach Delegation of Authority. | Yes | Yes |
| 8. | Annexure E - Statement of Consent to Data Processing (Signed and Completed by the Duly Authorised Signatory). Attach Delegation of Authority. | Yes | No (Should be completed before evaluation) |
| 9. | Annexure F – (SBD 6.1.): Preferential Points Claim (Signed and Completed by the Duly Authorised Signatory). Failure to submit the preference points claim and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality. | No | No |
| 10. | Annexure G: Declaration with regards to Company /Firm Location Attach a proof of address to claim points for the Eastern Cape base locality as the specific goal as advised in the tender / quotation qualifies the company/firm for the PPR of 2022 preference points claim. | No | No |
| <p>The following will be applicable to Joint Ventures/Consortium</p> <p>Bidders should not that the calculation of points for Joint Ventures/ Consortiums will be calculated in line with the provisions of Circular 02 of 2023/24</p> | | | |

| PRE-QUALIFICATION MANDATORY REQUIREMENTS | | Mandatory Requirement for Award | Disqualification if not submitted with RFQ or Bidder is found to be Non-Compliant at the |
|---|--|--|---|
| | Description | | |
| 11. | 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 |
| 12. | 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. | Yes | Yes |
| 13. | Letter of Authority of Signatory(individual) authorizing the Signatory to sign on behalf of the Consortium/JV. The Letter of Authority MUST be from each member firm and must be signed by all directors of each member firm (or Board Resolution will be accepted). | Yes | Yes |
| 14. | <p>Annexure F – (SBD 6.1.): Preferential Points Claim (Signed and Completed).</p> <p>Failure to submit the preference points claim and proof of address from each JV /Consortium member may result in awarding of 0 (zero) points preference points under Eastern Cape locality.</p> <p>51% ownership of youth and women in the company/enterprise will be verified on the CSD report and points will be allocates accordingly.</p> | No | No |
| 15. | <p>Declaration with regards to Company /Firm Location</p> <p>Attach a proof of address to claim points for the Eastern Cape base locality as the specific goal as advised in the tender / quotation qualifies the company/firm for the PPR of 2022 preference points claim.</p> <p>This information will be verified from the FICA documents (Physical Address, Utility Bill, Telephone, Tax Clearance, lease agreement submitted by the bidder.</p> <p>Failure to submit the declaration and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality.</p> | No | No |

A) FAILURE TO SUBMIT THE REQUIRED MANDATORY DOCUMENTATION WITH THE BID WILL RESULT IN YOUR QUOTATION BEING DISQUALIFIED WITHOUT FURTHER CONSIDERATION.

STAGE 1 – FUNCTIONALITY EVALUATION CRITERIA

The following sections describe the key design and features/functionality that will be required to deliver the system. The following values should be used in response to each individual specification.

- Place an accurate page reference in your Bid in the column titled **“Your RFP Response Page Reference”** to verify and provide additional clarification to your response below. ECDC will not be held liable for incorrect page references.
- **This section involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of 70% for functionality (services) before they will be evaluated in terms of preferential procurement points (Stage 2). Failure to score 70% from the functionality scoring below will result in a bid proposal being disqualified.**

| STAGE 1: FUNCTIONALITY (200 points) | | | |
|--|--|---|---------------|
| No. | Evaluation Area | Evaluation Criteria | Points |
| 1 | Compliance to Technical Specification | <p>Compliance with the technical specifications as detailed in Section C of this bid document:</p> <p>A. Centralized and customizable management console and dashboards=5 points. B. Reporting=5 points C. Seamless integration with third party Remediation services (i.e., Microsoft Endpoint Configuration Manager or other patch management solutions), or built in remediation services = 5 points D. Installation and Configuration = 5 points E. Support and Maintenance = 10 points F. Training = 5 points</p> <p>Non-compliance with any of the above = 0 points</p> | |
| | | | 35 |
| 2 | Project Plan including Method Statement | <p>A detailed Project Plan (e.g. GANTT chart) including method statement that responds to the Scope of Work and outlines the proposed solution.</p> <p>A. Project plan must include the list of activities to successfully complete the implementation of the IT Risk =5 points B. Period of installation and configuration= 5 points C. Period for testing and handover = 5 points</p> <p>Non-compliance with all the above = 0 points</p> | |
| | | | 15 |
| 3 | Track Record | <p>Bidders are required to demonstrate their experience in the delivery of works aligned to this RFP document (Section C) by providing valid reference letters for successfully completed projects.</p> <p>The Reference Letter must meet the following:</p> <p>Be on a client's business letterhead and must be signed with contactable reference.</p> <p>A. Reference letters for 1 - 2 Successfully Completed projects = 5 points B. Reference letters for 3 - 5 Successfully Completed projects = 10 points C. Reference letters for 5 and above Successfully Completed projects = 15 points</p> <p>If the reference does not confirm the projects completed by the bidder within 72 hrs after the due diligence email is sent, the bidder will lose the points)</p> | |
| | | | 15 |
| 4 | Qualifications | <p>The service provider should have OEM certified technicians/engineers on the product/solution quoted, who will provide maintenance and support.</p> <p>A. Provide relevant certified qualifications = 10 points B. Submit the names, including relevant experience and qualifications of the proposed project implementation team = 5 points</p> <p>Non-compliance with all the above = 0 points</p> | |
| | | | 15 |

| | | | |
|-------------------------------------|----------------------------|--|------------|
| 5 | Call out procedures | <p>Bidder to provide a clear callout procedure that includes an escalation procedure.</p> <p>Call out procedure must include the following:</p> <p>A. Detailed Procedure document with contact details (Contact names, phone numbers, email, and web address) = 5 points</p> <p>B. Service desk 24x7 for 365 days= 5 points</p> <p>C. Turnaround time in case of emergency - =5 points</p> <p>Escalation procedure must include the following:</p> <p>D. Detailed procedure document with contact details and turnaround time (Contact no phone numbers, email and web address =5 points</p> | 20 |
| TOTAL (Minimum required = 70 | | | 100 |

BIDDERS MUST COMPLY TO A MINIMUM 70% OF ABOVE STAGE 1 EVALUATION CRITERIA, FAILING WHICH WILL DEEM THE RFP NON-RESPONSIVE AND WILL RESULT IN YOUR BID BEING DISQUALIFIED WITHOUT FURTHER CONSIDERATION.

Only bids that have achieved the minimum qualifying score for functionality will be evaluated further in terms of preferential procurement points (stage 2).

- a) All bids that fail to achieve the minimum score will be disqualified.
- b) The minimum qualifying score (in a percentage) for functionality shall be calculated as follows:

$$P_s = \frac{S_o}{M_s} \times 100 \text{ Where:}$$

So = Total score for bid under consideration

Ms = Maximum possible score

Ps = percentage scored for functionality by bid under consideration

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.

1.6.2 Stage 2– Preference Procurement Point - Evaluation Criteria

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 |
| Specific Goals | 20 |
| TOTAL POINTS | 100 |

- a) The value of this bid is estimated not to be between R 2000 and R 50 000 000.00 (all applicable taxes included) and therefore the applicable preference point system for this tender is the 80/20 preference point system.

Points for this tender shall be awarded for:

- (i) Price; and
- (ii) Specific Goals.

- b) The points scored by the tenderer/bidder for Price will be added to the points scored for specific goals to obtain the bidder's total points scored out of 100 points.
- c) If two or more bids have scored equal total points, the successful bid will be the one scoring the highest number of preference points for specific goals.
- d) However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for specific goals, 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.

i) Specific Goals

- (i) A maximum of 20 points will be awarded for specific goals. In order to claim specific goal points , bidder is required to complete SBD 6.1 which includes declaration for company/firm location and provide documentary proof of location .

1. GENERAL CONDITIONS

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

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

1.2 **Principle applicable for this tender /quotation is:**

- a) The value of this bid is estimated not to exceed R1 000 000 (all applicable taxes included) and therefore the applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender shall be awarded for:

- (iii) Price; and
- (iv) Specific Goals.

1.4 The maximum points for this tender are allocated as follows:

| | POINTS |
|--|------------|
| PRICE | 80 |
| SPECIFIC GOALS | |
| 51% and above black owned enterprise | 10 |
| Eastern Cape based supplier | 5 |
| 51% and above women owned enterprise | 3 |
| 51% and above youth owned enterprise | 2 |
| Total points for Price and SPECIFIC GOALS | 100 |

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

(ii) The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

(iii) **Alteration or withdrawal of Proposals**

Bidders may withdraw their proposal by written notification before the award of the Bid.

1.7 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.

1.8 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.

1.9 Tax Clearance Certificate 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 or SARS prior to the bid award and where the preferred bidders is not compliant, **7 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 e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Fileers through the website www.sars.gov.za

1.10 Confidentiality

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 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.

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, 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 ECDC and shall surrender all these items to ECDC on termination of the assignment or on demand of ECDC.

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.

Any documents shall remain the property of ECDC and shall be returned (all copies) to ECDC on completion of the contract if so required by ECDC.

1.11 Inventions Patent and Copyrights

1.11.1 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 limited to, methodologies and products) which arises within the course and scope of this services will be assigned to ECDC.

1.11.2 Provide ECDC the sole and exclusive right to alter and adapt the work.

1.11.3 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.

1.12 Ethics

1.12.1 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 process of examining, evaluating and comparing Bids/Proposals or Quotations will lead to the rejection of its bid/quotation/proposal in its entirety.

1.12.2 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 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.

1.13 Competition

1.13.1 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.

1.13.2 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.

1.13.3 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.

1.13.4 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.

1.13.5 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

1.13.6 In this regard bidders are required to complete Certificate of Independent 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.

- 1.13.7** 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.
- 1.13.8** 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.
- 1.14 Cancellation of Bid Process**
The ECDC shall be entitled, within its sole and entire discretion, to cancel this Bid/Call for Proposals and/or Quotations 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.
- 1.15 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.
- 1.16 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.
- 1.17 Contract award**
- 1.17.1** The successful bidder will be notified of the bid award in writing by the Procurement Department.
- 1.17.2** The acceptance of any proposal shall only be confirmed with the conclusion of a final written signed service level 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.
- 1.17.3** As a guideline regarding the content of the service level agreement, the bidder is referred to the **General Conditions of Contract 2010**.
- 1.17.4** 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.
- 1.17.5** 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.
- 1.17.6** The ECDC will not entertain any request for feedback on the results of the bidding process before the final awarding of the contract.

1.18 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.

1.19 Disclaimer

- 1.19.1** This 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.
- 1.19.2** 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.
- 1.19.3** 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.
- 1.19.4** 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.
- 1.19.5** 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
- 1.19.6** 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.

1.20 Contact and Communication

- 1.20.1** 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.
- 1.20.2** The delegated office of ECDC, Procurement Department, may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 1.20.3** 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.
- 1.20.4** All communication between the Bidder(s) and ECDC must be done in writing.

| | |
|------------------|--|
| Details | Bidding Procedure |
| Department | Procurement Department |
| Contact person | S. Matyaleni |
| Telephone number | 043 704 5600 |
| Fax number | 043 7228876 |
| E-mail address | tenders@ecdc.co.za |



Ethics & Fraud Hotline

ETHICS & FRAUD HOTLINE REPORTING CHANNELS

| HOTLINE DETAILS | |
|--------------------------|--|
| Hotline Name: | ECDC Ethics & Fraud Hotline |
| Contact Number: | 0800 116 665 |
| WhatsApp Number: | 0860 004 004 |
| Dedicated Email Address: | ecdc@behonest.co.za aidc@behost.co.za |
| SMS Number: | 48691 |
| Free Post | BNT165, Advance Call Pty (Ltd), Brooklyn Square, 0075 |
| Website Link | www.behonest.co.za |
| Chat | www.behonest.co.za |

- 1.20.5** 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.
- 1.20.6** 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).
- 1.20.7** 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.

1.20.8 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.

SECTIONS C

TERMS OF REFERENCE / BID SPECIFICATIONS

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.

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”.

1. Purpose

With the increasing frequency and sophistication of cyber threats, Eastern Cape Development Corporation faces significant risks to their data, systems, and reputation. The purpose of this RFQ is to determine the adequacy of the ECDC's current processes in the identification of ICT security threats and vulnerabilities, response to cyber security incidents and management involvement in the identification and incident response processes.

Therefore, Eastern Cape Development Corporation is looking for a competent, qualified Service Provider to implement a Risk-based vulnerability assessment platform that will systematically process to identify, analyse, and evaluate vulnerabilities in a system, network, or organization based on their potential impact on security and overall risk. It involves assessing the weaknesses or vulnerabilities that may be exploited by potential threats and determining their likelihood of occurrence and potential consequences.

2. Background to the Project

Risk-based vulnerability assessment is a crucial component of the broader risk management process in information security. It helps organizations identify and prioritize vulnerabilities that pose the greatest risk to their assets and allows them to allocate resources effectively for mitigation efforts. The assessment considers the likelihood of exploitation and the potential impact of vulnerabilities, enabling organizations to make informed decisions regarding risk mitigation.

Eastern Cape Development Corporation currently have an estimate of 350 assets of which includes but not limited to the following:

- ✓ 350 Users with their Endpoints (Servers, VM's, Laptops, Desktops, and Mobile Devices)
- ✓ 5 x External Facing IP Addresses

3. Scope of Services Required

This outlines the scope of work for implementing a Risk-based vulnerability assessment platform within Eastern Cape Development Corporation. The scope of work defines the specific tasks, responsibilities, and deliverables of the service provider in ensuring the security of the Eastern Cape Development Corporation's information and communication technology (ICT) infrastructure.

3.1 Risk Based Vulnerability Management including Vulnerability Scanning and Remediation Advisory Services support for a period of 3 years.

Eastern Cape Development Corporation requires a Service Provider to provide a Cyber Security Risk-Based Vulnerability Management Platform and Service. The ECDC's ICT Security function's main objective is to proactively identify, monitor and remediate security vulnerabilities and risks on the organisation's ICT systems and implement corrective actions to prevent any security breaches.

3.1.1 The scope of the Solution must include Vulnerability Scanning and Vulnerability Management with the following functionalities:

- Automate point in Time Vulnerability Assessments
- False Positive Rate with at least 6-sigma accuracy
- Pre-Configured Scan Templates
- Pre-Configured Audit Templates
- Include Live discovery of both traditional and modern asset.
- Vulnerability Status Tracking
- Scan Result Aggregation from multiple Vulnerability scanning tools.
- New and mitigated Vulnerability tracking
- Perform Vulnerability analysis.
- Have external and internal issue tracking.
- Calculate Vulnerability metrics according to customised risk.
- Track Vulnerability trends
- Include Vulnerability Intelligence
- Provides a single pane of glass for IT vulnerabilities, training, phishing, and scores global risk.
- Includes policy evidence upload for risk management and vulnerability management.
- Integrate all vulnerability scanning data, human training and phishing campaigns into an enterprise-grade management platform.
- Allow for automation of remediation workflows.
- Report on Risk scores (high, medium and low) for each identified Vulnerability
- Report on overall Risk score based on trend monitoring of the identified Vulnerabilities.

3.1.2 Additionally, Eastern Cape Development Corporation requires the service provider to proactively identify, monitor and remediate security vulnerabilities.

The Remediation Advisory Services must include a service which includes 6 hours per month for the first 3 months of the 3-year period, thereafter this service will reduce to 2 hours per month. The service will include a monthly recurring reporting meeting. The allocated hours/month will be required for the following services:

- The scope of these activities should include the following:
- Vulnerability Scanning consisting of Critical Internal Infrastructure
- Patch Management & Remediation Services
- Vulnerability Management & Remediation Services
- Monitoring, Reporting and Asset Management
- Managed Services (Including Remediation Management Services)

CONDITIONS SPECIFIC TO THIS BID

1. Responsibilities and duties

- 1.1 Notwithstanding the fact that a description of the services have 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 Service Provider 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. Anti-dumping and countervailing duties and rights

- 3.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, 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.

4. ECDC facilities

- 4.1 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.
- 4.2 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:
 - 4.2.1 Abide by the health, safety and security measures as prescribed by ECDC from time to time;
 - 4.2.2 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.

5. Force majeure

- 5.1** 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.

6. Warranties – (Not Applicable)

- 6.1** 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.
- 6.2** This warranty shall remain valid for twelve (12) months 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, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SLA
- 6.3** ECDC shall promptly notify the bidder in writing of any claims arising under this warranty.
- 6.4** 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.
- 6.5** 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.

7. Spare parts - (Not Applicable)

- 7.1** 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:
- 7.1.1** 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
- 7.1.2** In the event of termination of production of the spare parts:
- 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.

8. Insurance

The service provider shall be fully insured in a freely convertible currency against loss or damage incidental to the service provided.

9. Responsibility to perform

9.1 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.

9.2 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.

9.3 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.

9.4 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.

9.5 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.

9.6 ECDC may also consider termination of the contract.

10. Duration of the contract

It is anticipated that the appointment will be made in **March 2024** and the service provider will be expected to be available and start immediately as soon as the Service Level Agreement is signed.

10.1 **The Service Provider will be expected to submit their programme to execute the works for acceptance to ECDC within 7 days of award.**

10.2 **The duration of the programme will be implemented over a period of 6 to 12 months depending on the readiness or the beneficiary businesses.**

11. Payments and tax

11.1 Payments shall only be made in accordance with the fees as quoted in this documentation. Prices charged by the bidder for services performed under the contract shall not vary from the prices quoted by the bidder in this bid, except for any price adjustments authorized at ECDC's request for bid validity extension, as the case may be.

11.2 ECDC will re-imburse 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.

11.3 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.

- 11.4 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.
- 11.5 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.
- 11.6 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;
- 11.7 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.
- 11.8 A local bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to ECDC.

VALUE ADDED TAX (VAT)

- 11.9 **Prices quoted by VAT Vendors MUST be inclusive of VAT** and as such any price charged by the vendor in respect of any taxable supply of goods or services shall for the purposes of the VAT Act Section 64(1) be deemed to include any tax payable in terms of section 7(1) (a) in respect of such supply, whether or not the vendor has included tax in quote/bid price
- 11.10 In all instances where bidders (including VAT Vendors) have excluded VAT from the prices quoted , such prices must be evaluated excluding VAT and if the bidder is successful , the letter of award of contract will state that the price at which the contract is awarded is exclusive of VAT and the VAT will not be added on at any stage . **The successful bidder will have to absorb the adverse financial implications of not including VAT in the price quoted.**
- 11.11 **Prices quoted by non-VAT Vendors MUST NOT include VAT.** However Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover to be above the threshold of R1 million are obliged to include VAT in the prices quoted and must therefore immediately upon award of the contract, register with the South African Revenue Services (SARS) as VAT Vendors. **The award of such a contract would be conditional pending the successful Bidder submits proof of registration as a VAT Vendor with SARS**

| 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-BBEE Status Verification from Accredited Service Provider or B-BBEE 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 |

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

VERY IMPORTANT

Directors/Employees in the Service of State

Where a person within the Bidding Entity is an Employee of the State, Bidder should

- a) submit a signed letter on a letter head from their Accounting Officer/Accounting Authority (AO/AA of the Government Institution where they are employed) stating that they are not prohibited from conducting business with the State in terms of Section 8 of the Public Administration Management Act, 2012 (Act No.11 of 2014- “ The PFMA”)
- b) submit a signed letter on a letter from their AO/AA granting permission to perform other remunerative work outside of their employment where the PAMA does not apply to such an employee

ECDC reserves the right to verify such information from their AO/AA

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

(Attach Delegation of Authority)

Annexure B: Form of Offer and Acceptance Offer

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

PROVISION FOR THE SUPPLY OF A CYBER SECURITY RISK BASED VULNERABILITY PLATFORM AND SUPPORT FOR A PERIOD OF 3 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.

PROJECT: REQUEST FOR QUOTATIONS FOR THE SUPPLY OF A CYBER SECURITY RISK BASED VULNERABILITY PLATFORM AND SUPPORT FOR A PERIOD OF 3 YEARS

BID NUMBER : ECDC/ELN/398/012024

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 professional Services, inclusive of value added tax carried forward from: **Pricing Schedule**, 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:

.....

| | |
|--|---|
| <p>AND WHO IS:</p> <p>Represented herein, and who is duly authorized to do so, by:</p> <p>Mr/Mrs/Ms:</p> <p>.....</p> <p>In his/her capacity as:</p> <p>.....</p> | <p>Note:</p> <p>A resolution/power of attorney, signed by all the directors/ members/ partners of the legal entity must accompany this offer, authorizing the representative to make this offer.</p> |
|--|---|

SIGNED FOR THE 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

:.....

Annexure C: Pricing Schedule Professional Services

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

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.

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.

The Bid Fees/Prices must remain valid for a period of 6 months from date of closure of bid.

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.

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

| Description | Qty | Software Licenses & Support. | Total amount excl. VAT |
|--|-----|------------------------------|------------------------|
| Risk Based Vulnerability Management Platform | 350 | 3 years | |
| Scanning Tool for Internal Endpoint Scans | 1 | 3 years | |
| Scanning tool for External facing URL's | 5 | 3 years | |
| Remediation Advisory Services | 1 | 3 years | |
| Implementation and Configuration | 1 | Once off | |
| Training | 1 | Once off | |
| Total amount excl. VAT | | | |
| Vat 15% | | | |
| Total amount incl. VAT To be carried to form of offer | | | |

| | | | |
|---|--|-------------|--|
| SIGNATURE OF AUTHORISED PERSON OF BIDDER (Note: Attach Delegation of Authority) | | DATE | |
|---|--|-------------|--|

Annexure D - (SBD 4): BIDDER'S DISCLOSURE

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

1. Purpose of the Form:

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

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

2. Bidder's Declaration

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

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

| | |
|-------------------------------|--|
| Full Names | |
| Identity Number | |
| Name of the State Institution | |

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? Yes No

2.2.1 If so, furnish particulars:

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

2.3.1 If so, furnish particulars:

3. DECLARATION

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

3.1 I have read and I understand the contents of the disclosure

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

| |
|---|
| <p>3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;</p> |
| <p>3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive bidding.</p> |
| <p>3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.</p> |
| <p>3.5 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.</p> |
| <p>3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.</p> |
| <p>3.7 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.</p> |

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

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

| | | | |
|---|--|---------------------------|--|
| SIGNATURE OF AUTHORISED PERSON OF BIDDER (Note: Attach Delegation of Authority) | | DATE | |
| | | NAME OF THE BIDDER | |

ANNEXURE E: STATEMENT OF CONSENT TO DATA PROCESSING

In terms of the provisions of the Protection of Personal Information Act, 2013 (Act No. 4 of 2013)

1. I, _____ (full names of the **client/applicant**),

 Identitynumber _____ (**“the applicant”**)
 do hereby grant my consent to the Eastern Cape Development Corporation (“the ECDC”) and its appointed processor to process my personal data for the purpose of any or all of the undermentioned actions, being the legitimate reasons for processing and/or using my personal data.
2. I accept that my personal information will only be utilized for the purposes it was collected, that the information will only be retained for as long as is necessary and required by law, and that I have the right to view such information at any time, as well as requested correction or deletion of my personal information held by the ECDC.
3. I am aware that I may withdraw my consent at any time by using the relevant Data Subject Consent Withdrawal Form.
4. I herewith consent to the ECDC official / staff member / employee or agent collecting and having access to my personal information.
5. I expressly consent to the ECDC official / staff member / employee or agent to collect and process this information for the purpose of **considering my application for funding / leasing / employment alternatively for considering our bid document.**
6. I expressly consent to the ECDC or its official / staff member / employee or agent having access to my personal information contained in my application for lease, employment, funding, my bid document or any other administrative document required by the ECDC for processing.
7. I expressly consent to the ECDC or its official / staff member / employee or agent using my personal information to communicate with me in person / via telephone / email / video call / fax / WhatsApp / any form of social media.
8. I expressly consent that the ECDC or its official / staff member / employee or agent may discuss any of my personal information with any of its officials / staff members / employees or agents that may at any stage of my application be involved in considering same and forward any such information to any ECDC relevant committee or forum.
9. I expressly consent to the ECDC or its official / staff member / employee or agent **handing over any outstanding accounts to debt collection third parties (applicable to properties/development finance and business support unit).**
10. I expressly consent to the ECDC or its official / staff member / employee or agent handing over my personal information for purposes of verification of my credit profile or record, references or any purpose required in terms of the law.

| | | | |
|---|--|-------------|--|
| SIGNATURE of the DELEGATED AUTHORITY | | DATE | |
|---|--|-------------|--|

SBD 6.1: Complete in full and sign

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

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

2. GENERAL CONDITIONS

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

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

2.2 **Principle applicable for this tender /quotation is:**

- b) The value of this bid is estimated not to exceed R10 000 000 (all applicable taxes included) and therefore the applicable preference point system for this tender is the **80/20** preference point system.

2.3 Points for this tender shall be awarded for:

- (v) Price; and
- (vi) Specific Goals.

2.4 The maximum points for this tender are allocated as follows:

| | POINTS |
|--|---------------|
| PRICE | 80 |
| SPECIFIC GOALS | |
| 51% and above black owned enterprise | 10 |
| Eastern Cape based supplier | 5 |
| 51% and above women owned enterprise | 3 |
| 51% and above youth owned enterprise | 2 |
| Total points for Price and SPECIFIC GOALS | 100 |

2.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

2.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

3. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to

provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

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

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

2.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) & \text{or} & Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

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

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

2.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

3. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|--|--|--|--|
| SPECIFIC GOALS | | | | |
| 51% and above black owned enterprise | | 10 | | |
| Eastern Cape based supplier | | 5 | | |
| 51% and above women owned enterprise | | 3 | | |
| 51% and above youth owned enterprise | | 2 | | |
| SPECIFIC GOALS | | 20 | | |
| | | | | |

DECLARATION WITH REGARD TO COMPANY/FIRM

- 3.3. Name of company/firm.....
- 3.4. Company registration number:
- 3.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

3.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

.....

Annexure G: DECLARATION WITH REGARD TO COMPANY/FIRM LOCATION

- 1. Name of company/firm.....

- 4. Company registration number:

4.1. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Public Company
 - Personal Liability Company
 - (Pty) Limited
 - Non-Profit Company
 - State Owned Company
- [TICK APPLICABLE BOX]

4.2. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed for Eastern based locality as the specific goal as advised in the tender / quotation, qualifies the company/ firm for the preference shown and I acknowledge that:

- v) The information furnished is true and correct.
- vi) The preference points claimed are in accordance with the table in clause 4 of the SBD 6.1 document of this tender /quotation document.
- vii) In the event of points claimed as per the table mentioned above, the contractor is required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- viii) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (f) disqualify the person from the tendering process.

- (g) recover costs, losses, or damages it has incurred or suffered as a result of that person's conduct.
- (h) cancel the contract and claim any damages which it has suffered because of having to make less favourable arrangements due to such cancellation.
- (i) recommend that the tenderer or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (j) forward the matter for criminal prosecution, if deemed necessary.

| | |
|---|-------|
| SIGNATURE(S) OF TENDERER(S) | |
| SURNAME AND NAME: | |
| DATE: | |
| ADDRESS: | |
| | |
| | |
| | |

Annexure H: General Conditions of Contract