



CALL FOR BIDS

BID NO: ECDC/ELN/406/062024

BID SUBJECT: THE PROVISION, IMPLEMENTATION AND SUPPORT OF LAST MILE INTERNET SERVICES, CLOUD MANAGED SOFTWARE DEFINED – WIDE AREA NETWORK (SD-WAN) WITH SECURE ACCESS SERVICES EDGE (SASE) AND CLOUD HOSTED VOIP SOLUTION FOR THREE (3) YEARS

Consisting of:

The Request for Services (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:	25 July 2024
CLOSING TIME:	12h00

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SECTION A:	
ABBREVIATIONS AND ACRONYMS	
AD	Active Directory
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
CASB	Cloud Access Security Broker
CIDB	Construction Industry Development Board
CPE	Customer premises equipment
CSD	National Treasury Central Supplier Database for South African Government
DTI	Department of Trade and Industry
ECDC	Eastern Cape Development Corporation
EME	Exempt Micro Enterprise
FWAAS	Firewall as a Service
IA	Internet Access
IRBA	Independent Regulatory Board of Auditors
ISP	Internet Service Provider
MBps	Megabyte per second
Mbps	Megabits per second
MPLS	Multi-Protocol Level Switching
PCCA	Prevention and Combating of Corrupt Activities Act 12 of 2004
POE	Power over Ethernet
POP	Point of Presence
PFMA	Public Finance Management Act (Act 1 of 1999)
PPPFA	Preferential Procurement Policy Framework Act (Act 5 of 2000)
OEM	Original Equipment Manufacturer
QOS	Quality of Service
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
SaaS	Software-as-a-Service
SASE	Secure Access Service Edge
SD WAN	Software-Defined Wide Area Network
SCM	Supply Chain Management
SMME	Small, Medium and Micro Enterprises
SWG	Secure Web Gateway
ToR	Terms of Reference
UC	Unified Communications
VoiP	Voice over Internet Protocol
VPN	Virtual Private Network
ZTNA	Zero Trust Network Access

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

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

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

SECTION B

1. INVITATION TO BID

The Eastern Cape Development Corporation (hereinafter referred to as the "ECDC") is soliciting potential and qualified service providers to submit proposals for the provision, implementation and support of last mile Internet Services, Secure Access Service Edge (SASE) integrated fully managed Software Defined Wide Area Network (SDWAN) and Cloud Hosted VoIP solution for 3 years for the 7 sites located in the Eastern Cape province.

These services will include installation, configuration, support management and maintenance of hardware, software as well as managed services for a 36-month contract term.

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

1. Last mile Internet Access (IA)
2. Secure Access Service Edge (SASE)
3. Software Defined Wide Area Network (WAN)
4. Cloud Based IP Telephony Services (VoIP)
5. WAN Hardware Equipment (CPE)

Location of ECDC Offices are as follows:

	Site Name	Latitude	Longitude	Physical Address
1.	Ocean Terrace Park (Head Office)	-33,011286	27,917811	Ocean Terrace Park, Moore Street, Quigney, East London
2.	Mthatha	-31,590942	28,757008	7 Sisson Street, Fort Gale, Mthatha
3.	Komani	-31,89964898	26,88591727	118 Ebden Street, Komani
4.	Gqeberha	-33,94826128	25,563922	329 Cape Road, Newton Park, Gqeberha
5.	Butterworth	-32,331911	28,142778	24 High Street, Butterworth
6.	Zwelitsha	-32.914995	27.4195515	Main Road, Zone 2, Zwelitsha
7.	One Stop Shop	-33,01686012	27,91608571	12 Esplanade Road, Quigney, East London

Eligibility to bid/Minimum Requirements.

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

1.1 Estimated timeline

Activity		Date	Time
1	Placing of advert	03 July 2024 Daily Dispatch and Herald, ECDC Website and E-Tender Portal and CIDB	N/A
2	Compulsory Briefing Meeting	<p>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.</p> <p>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</p> <p>Answers/Clarity on Bid will be posted on the website at www.ecdc.co.za</p>	
3	Last day of questions	18 July 2024	N/A
4	Final date of submission of bids	25 July 2024	12h00 pm
5	Bid Validity	120 days	

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

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

1.2 Compulsory Briefing Session

There will be no compulsory briefing meeting to be held for this bid.

For any enquiries relating to this Bid please email the procurement department at tenders@ecdc.co.za, attention S Matyaleni.

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

Bidders should send an email to ECDC Procurement at tenders@ecdc.co.za to indicate their interest in submitting this bid.

1.3 Submission of Bid Documents

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

- 1.3.1. 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/406/062024**

Project Name: **SECURE SOFTWARE DEFINED (SD) WAN AND HOSTED PBX SOLUTION**

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 (with soft copy) 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.**

1.3.2. Late Bids

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

1.4 Preferential Procurement

This bid is subject to 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.

1.5 Evaluation Criteria

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

Pre- Qualification	<p>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.</p> <p>Bidders that do not comply will be disqualified and not evaluated further to stage 1</p>
Stage 1	<p>Functionality (On Services Only): Involves an evaluation of Functionality in Terms of Services only – At this stage Bidders must score 100% compliance for functionality (services) to be evaluated for stage 2 (Technical Functionality).</p> <p>Bidders that do not comply will be disqualified and not evaluated further to stage 2</p>
Stage 2	<p>Evaluation of the Mandatory Technical Specifications</p> <p>A technical evaluation will be conducted to ascertain if the Bidder Complies with all the mandatory technical specifications or equivalent. At this stage Bidders must score a minimum score of 80% for Technical Functionality</p> <p>Bidders that do not comply with 80 % threshold will be disqualified and not evaluated further to stage 3.</p>
Stage 3	<p>Preferential Procurement points:</p> <p>Price: Points will be calculated for price on the relevant prices in accordance with the preference point system, 80/20.</p> <p>Specific Goals: 20 points will be allocated as per the specific goals determined by the ECDC SCM Policy</p>

1.5.1 Bid Validity Period

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

1.5.2 Pre-Qualification Stage (Mandatory Requirements)

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

Table 1: Mandatory Requirements

Description	Mandatory Requirement for Award	Disqualification if not submitted with Bid or Bidder is found to be Non-Compliant at the Time of Bid Close
<p>1. Bidders must be registered on the National Treasury Central Supplier Database (CSD).</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><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>	Yes	Yes
<p>2. Tax Compliance Requirements:</p> <ul style="list-style-type: none"> • Bidders must ensure compliance with their tax obligations. • 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. • Bidders will be required to submit their unique personal identification number (PIN) issued by SARS to enable ECDC to view the Taxpayers profile and tax status prior to 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	No

Description	Mandatory Requirement for Award	Disqualification if not submitted with Bid or Bidder is found to be Non-Compliant at the Time of Bid Close
<p>3. 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>	<p>Yes</p>	<p>Yes</p>
<p>4. The bidder must have their own back-bone network and a valid ICASA Electronic Communications Network Service Licence (ECNS) to confirm they are licensed to operate and provide ISP services. (ICASA Licence to be submitted)</p>	<p>Yes</p>	<p>Yes</p>
<p>5. Annexure A – Supplier Information (SBD 1) (Completed and signed by the delegated authority) Attach Delegation of Authority</p>	<p>Yes</p>	<p>Yes</p>
<p>6. Annexure F – Form of Offer and Acceptance (Completed and Signed offer by the delegated authority (Attach Delegation of Authority)</p>	<p>Yes</p>	<p>Yes</p>
<p>7. Annexure G – Pricing schedule (Signed and Completed by delegated authority) Attach Delegation of Authority</p>	<p>Yes</p>	<p>Yes</p>
<p>8. Annexure H - (SBD 4): Bidders Disclosure (Signed and Completed by the Duly Authorised Signatory). Attach Delegation of Authority</p>	<p>Yes</p>	<p>Yes</p>
<p>9. Annexure I – Statement of Consent to Data Processing (Signed and Completed by the Duly Authorised Signatory). Attach Delegation of Authority.</p>	<p>Yes</p>	<p style="text-align: center;">No</p> <p style="text-align: center;">(Should be completed before evaluation)</p>

Description	Mandatory Requirement for Award	Disqualification if not submitted with Bid or Bidder is found to be Non-Compliant at the Time of Bid Close
10.	<p>Annexure J – (SBD 6.1.): Preferential Points Claim (Signed and Completed by the Duly Authorised Signatory).</p> <p>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.</p>	No
11.	<p>Annexure K: 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 bid qualifies the company/firm for the PPR of 2022 preference points claim.</p>	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>		
12.	<p>Consortium/Joint Venture Agreement or letter of intent to enter in a Consortium / Joint Venture signed by all Consortium Members who are Duly Authorized.</p>	Yes
13.	<p>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.</p>	Yes
14.	<p>Letter of Authority of Signatory(individual) authorizing the Signatory to sign on behalf of the Consortium/JV.</p> <p>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).</p>	Yes
15.	<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

	Description	Mandatory Requirement for Award	Disqualification if not submitted with Bid or Bidder is found to be Non-Compliant at the Time of Bid Close
16.	<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 bid 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>	No	No

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

1.5.3 Stage 1 – Involves an evaluation of Mandatory Functionality – At this stage Bidders must be 100% COMPLIANT with all the requirements below to be evaluated for stage 2 (Services Only).

Table 2: Mandatory Functionality Requirements (Services Only)

	DESCRIPTION FOR MANDATORY REQUIREMENTS	FOR OFFICIAL USE ONLY	
		FULLY COMPLY	DO NOT COMPLY
1.	Bidder must have its own Data Centre for management of SDWAN and cloud hosted PBX solution. Provide Proof of ownership of a Data Centre		
2.	Bidders must provide an ISO ISO/IEC 27001 Certificate for information security management systems (ISMS) Provide Proof of Certificate		
3.	Membership for ISPA (Internet Service Providers' Association) Provide proof of membership status		
4.	Bidder must have a dedicated Helpdesk to report and resolve issues. Provide sample ticket from bidder's helpdesk system showing tracking number for reported issue		
5.	Bidder must be approved/authorised to install and manage all relevant Hardware devices that are proposed to be used on the SDWAN and cloud hosted PBX Solution. <ul style="list-style-type: none"> • OEM partnership status and level of partnership (minimum Gold) • OEM authorization / accreditation for SD-WAN • OEM authorization / accreditation for VoIP technology Provide certified letter/s from Original Equipment Manufacturer (OEM) ***If any of the above is missing, the bidder will not comply		
6.	Bidders must submit DRAFT Service Level Agreement in line with the Project indicating the following as a minimum: <ul style="list-style-type: none"> • Scope of Services (Refer Section C: 7.1-7.5) • Deliverables (Refer Section C:7.7) • Penalty clauses (Refer Section C: 9.2) ***If any of the above is missing, the bidder will not comply		

Note Important: Failure to meet and submit ALL the Mandatory Functionality Requirements (1-6 above) in Stage 1 as required will lead to the disqualification of the bid.

1.5.4 Stage 2 – Evaluation of the Technical Functionality A technical evaluation will be conducted in order to ascertain if the Bidder Complies with all the technical functionalities. At this stage Bidders must score a minimum **score of 80% for Technical Functionality**. With regard to the Technical Functional Requirements, the following criteria and the associated weightings will be applicable:

Table 3: Functionality Requirements (Technical)

FUNCTIONALITY CRITERIA	WEIGHT
<p>Company Experience and track record in implementing SDWAN & Hosted PBX projects (3 reference letters on a letterhead with reachable contacts of client, physical address of client, date when SDWAN & Hosted PBX was implemented, and clear indication of services rendered to client).</p> <ul style="list-style-type: none"> • 3 or more reference letters = 40 points • 2 reference letters = 30 points • 1 reference letter = 10 points • 0 reference letter = 0 points 	40
<p>Certified/qualified Technical LEAD experience in SDWAN & Hosted PBX projects (4 years' experience with relevant qualifications, attach CV with valid certified copies of qualifications)</p> <ul style="list-style-type: none"> • 4 years or more relevant experience in the proposed solution = 20 points • 3 years or more relevant experience in the proposed solution = 10 points • 2 years or more relevant experience in the proposed solution = 5 points • 1 years or more relevant experience in the proposed solution = 1 point 	20
<p>Details of proposed solution and core tiers as per Section C (7) – Terms of Reference in this RFP</p> <ul style="list-style-type: none"> • INTERNET ACCESS SERVICES (Refer 7.6 A) = 10 points • NETWORK SECURITY MANAGEMENT (Refer 7.6.B) = 10 points • WAN CONFIGURATION (Refer 7.6 C) – Overlay and Underlay = 10 points • CLOUD HOSTED PBX/VoIP (Refer 7.6 D) = 5 points • NETWORK HARDWARE (Refer 7.6 E- Switches 10, Routers 5) = 15 points • IP TELEPHONY (Refer 7.6 F) = 5 	55
<p>Bidder's proposed project methodology and draft plan outlining how ECDC's requirements will be implemented.</p> <ul style="list-style-type: none"> • No project plan= 0 points • Project plan with no milestones & timelines= 5 • Project plan with milestones= 10 points • Project plan with milestones & timelines= 20 <p>NB: GANNT CHART will be used as evidence of the above</p>	20
<p>Migration plan provided to migrate the ECDC sites from the existing ISP (MPLS & Hosted PBX).</p> <ul style="list-style-type: none"> • No migration provided = 0 Points • Migration plan provided with no approach/ detailed process =5 Points • Adequate migration plan provided with limited= 10 Points • Detailed migration plan with clear activities to migrate ECDC from the existing VOIP solution and how all numbers will be ported to the successful ISP VOIP PBX =15 Points 	15
TOTAL	150

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:

$$Ps = \frac{So}{Ms} \times 100 \text{ Where:}$$

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.

1.5.5 Stage 3– 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

1.6 GENERAL CONDITIONS

1.7 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).

1.8 Principle applicable for this tender is:

- a) The value of this bid is estimated 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.

1.9 Points for this tender shall be awarded for:

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

1.10 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

1.11 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.

1.12 Alteration or withdrawal of Proposals

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

1.13 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.

1.14 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.

1.15 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-Filers through the website www.sars.gov.za

1.16 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.

1.17 Inventions Patent and Copyrights

1.17.1 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.

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

1.17.3 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.

1.18 Ethics

1.18.1 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 will lead to the rejection of its bid/quotation/proposal in its entirety.

1.18.2 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.

1.19 Competition

- 1.19.1 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.
- 1.19.2 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.
- 1.19.3 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.
- 1.19.4 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.
- 1.19.5 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.
- 1.19.6 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.
- 1.19.7 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.

1.20 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.

1.21 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.

1.22 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.

1.23 Contract award

- 1.23.1 The successful bidder will be notified of the bid award in writing by the Procurement Department.
- 1.23.2 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.
- 1.23.3 As a guideline regarding the content of the service level agreement, the bidder is referred to the **General Conditions of Contract 2010**.
- 1.23.4 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.
- 1.23.5 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.
- 1.23.6 The ECDC will not entertain any request for feedback on the results of the bidding process before the final awarding of the contract.

1.24 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.

1.25 Disclaimer

- 1.25.1 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.
- 1.25.2 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.
- 1.25.3 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.
- 1.25.4 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.
- 1.25.5 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
- 1.25.6 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.

1.26 Contact and Communication

- 1.26.1 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.
- 1.26.2 The delegated office of ECDC, Procurement Department, may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 1.26.3 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.
- 1.26.4 All communication between the Bidder(s) and ECDC must be done in writing.

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

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

- 1.15.2 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.
- 1.15.3 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).
- 1.15.4 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.
- 1.15.5 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.

SECTION C

TERMS OF REFERENCE / BID SPECIFICATIONS

1. ABOUT ECDC

VISION

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

MISSION

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

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

Your Growth is our satisfaction.

LEGISLATIVE MANDATE

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

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

2. SPECIAL INSTRUCTIONS TO BIDDERS

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

Bidders shall provide full and accurate answers to the questions posed in this RFP document, and, where required explicitly state regarding compliance with the requirements. Bidders must substantiate their response to all questions, including full details on how their proposal/solution will address specific functional/ technical requirements; failure to substantiate may lead to the bidder being disqualified. All documents as indicated must be supplied as part of the bid response.

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

3. BACKGROUND

The ECDC currently has an MPLS (Multi-Protocol Label Switching) VPN (Virtual Private Network), for connecting the ECDC 6(Six) remote sites to the ECDC Head Office – (*Refer 6 below for the network topology*). The ECDC regional sites are all located in the Eastern Cape province of South Africa, in the following cities of East London (HQ), Mthatha, Butterworth, Komani, Gqeberha, Zwelitsha and East London Esplanade (OSS)

The ECDC therefore is embarking on this upgrade project to enhance our Voice over Internet Protocol (VoIP) and to replace our current legacy MPLS to a Software-Defined Wide Area Network (SD-WAN) solution. The SD WAN architecture will allow ECDC to leverage combinations of information / data transport services - including, LTE and broadband internet services, to securely connect its End-users to hosted applications.

VoIP will enable voice communication over the ECDC's IP network, while SD-WAN will enhance the performance, reliability, and security of the wide area network.

4. OBJECTIVE

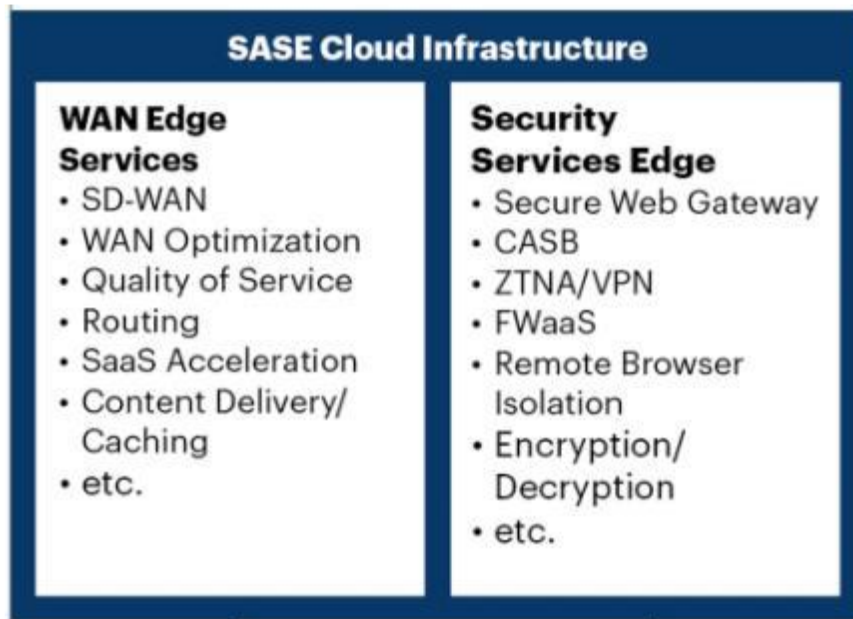
The ECDC wishes to partner with a competent and experienced Service Provider to migrate the current MPLS Wide Area Network (WAN), Internet Access, VoIP and Security platform to the next generation, access agnostic, SD WAN network, The SD WAN solution offering must also provide an enterprise-grade VPN that delivers high-availability security, optimize network performance, reduce costs, and improve scalability and access regardless of the physical location of users.

The purpose of this RFP document is to select for the ECDC, a Secure Access Service Edge (SASE) solution (Secure Web Gateway (SWG), Cloud Access Security Broker (CASB), Zero Trust Network Access (ZTNA) and Software-Defined Wide Area Network (SD-WAN), as defined by Gartner.

The ideal solution should offer modular, comprehensive functionality and ensure seamless integration of VoIP and SD-WAN solutions within a secure network infrastructure for 36 months. The Upgrade project includes implementing enhanced security measures to safeguard voice and data transmission across the network, whilst providing adequate training and support to end-users for the smooth adoption of the new technology.

The successful bidder of the contract should provide the necessary licenses and hardware on a 36-month lease period to address the needs of ECDC as per the following infrastructure diagram in figure 1 below:

Fig. 1



5. OVERVIEW OF CURRENT ICT ENVIRONMENT AND ARCHITECTURE (as-Is)

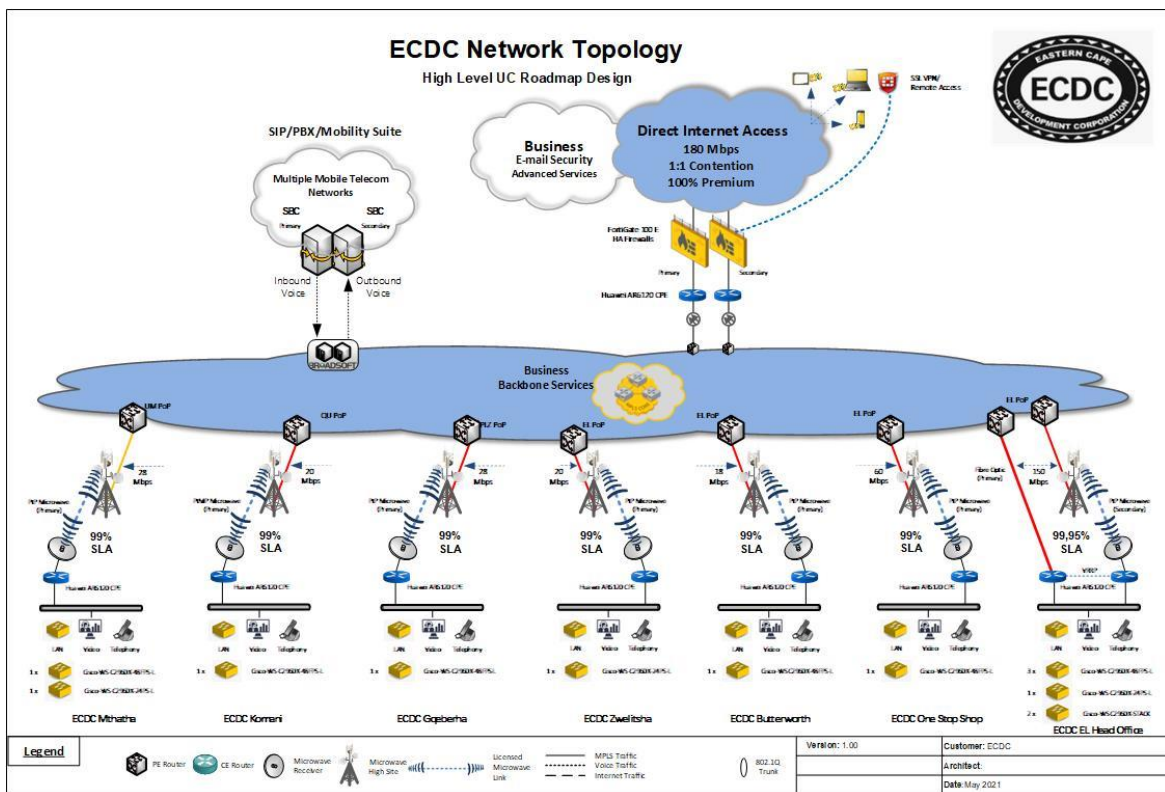
Table 4:

ID	SUMMARY	DETAILS
1. CAPACITY		
1.1	No of users	250
1.2	No of remote locations	6
1.3	No of datacentres	3 main datacentres (Azure and two on-prem datacentres), and 6 regional datacentres
1.4	No of DR centres	2 (Private Cloud & AWS)
2. APPLICATIONS		
2.1	Cloud Applications	Office 365 + 3 System Applications
2.2	On Prem	Core Financial system
3. WAN LINKS		
3.1	General	MPLS, Fibre, Microwave & 4G LTE
3.2	Failover	Microwave failover at Head office only
3.3	WAN Connectivity	IPsec tunnels used for WAN connectivity between remote locations and the datacentres
3.4	Bandwidth	150Mbps at ELN Head Office and 60Mbps at OSS. Rest of sites vary between 18, 20 and 28Mbps
3.6	Edge Devices	Huawei Routers AP6120, Cisco 2960 Switches and Hosted firewall in MPLS Cloud
4. TRAFFIC ROUTING AND QUALITY OF SERVICE		
4.1	General	Private applications are routed internally, and there are published applications
4.2	Server to server traffic	DC replication
4.3	Controller based traffic	Distributed Wi-Fi access points, photocopiers in remote locations to print files to a remote file server, and VOIP gateway controls VOIP calls between the remote locations

4.4	Traffic priority	Windows update, streaming traffic have less priority than other traffic to preserve bandwidth for the main applications; Using FortiGate, we configured minimum bandwidth guarantee for specific applications
5. MONITORING AND REPORTING		
5.1	Traffic reporting and monitoring	Forti-Analyser and Network Portal
5.2	Security events reporting and monitoring	MS Intune and MS Vulnerability Management
6. SECURITY		
6.1	Traffic encryption	End-to-end SSL encryption
6.2	Threat prevention	URL filtering, application filtering, anti-malware, next gen anti-malware (non-signature based), and IPS configured on the FortiGate's UTM's
6.3	Threat detection	IDS configured on the FortiGate UTM's, Windows Defender, Ms Intune for endpoint protection
6.4	Branch security	IPsec tunnels created between the main office and the datacentres, and IPsec tunnels between the remote locations and the main office and in some locations; MPLS used for branch connectivity where the branches get the security features from the main UTM in the main office in each region
6.5	Cloud security	MS E5 Security and Compliance centre The Fortigate100E Hosted Firewall with activated IDS/IPS and advanced threat protection features
6.7	Policy management and enforcement	Policies are created on the FortiGate's and the Azure firewall
6.8	Endpoint Detection and Response	MS Intune, MS Vulnerability management and MS Defender integrated
7. HELPDESK AND SUPPORT		
7.1	Remote support	MS Teams, Anydesk
8. MOBILE USERS		
8.1	SSL VPN	FortiClient VPN for connecting remote users to the private network
9. DEVICE MANAGEMENT		
9.1	AD users and groups	Identity (users, groups) in network and security policies
9.2	Mobile Device Management	MS Intune

6. CURRENT NETWORK TOPOLOGY

Fig. 2



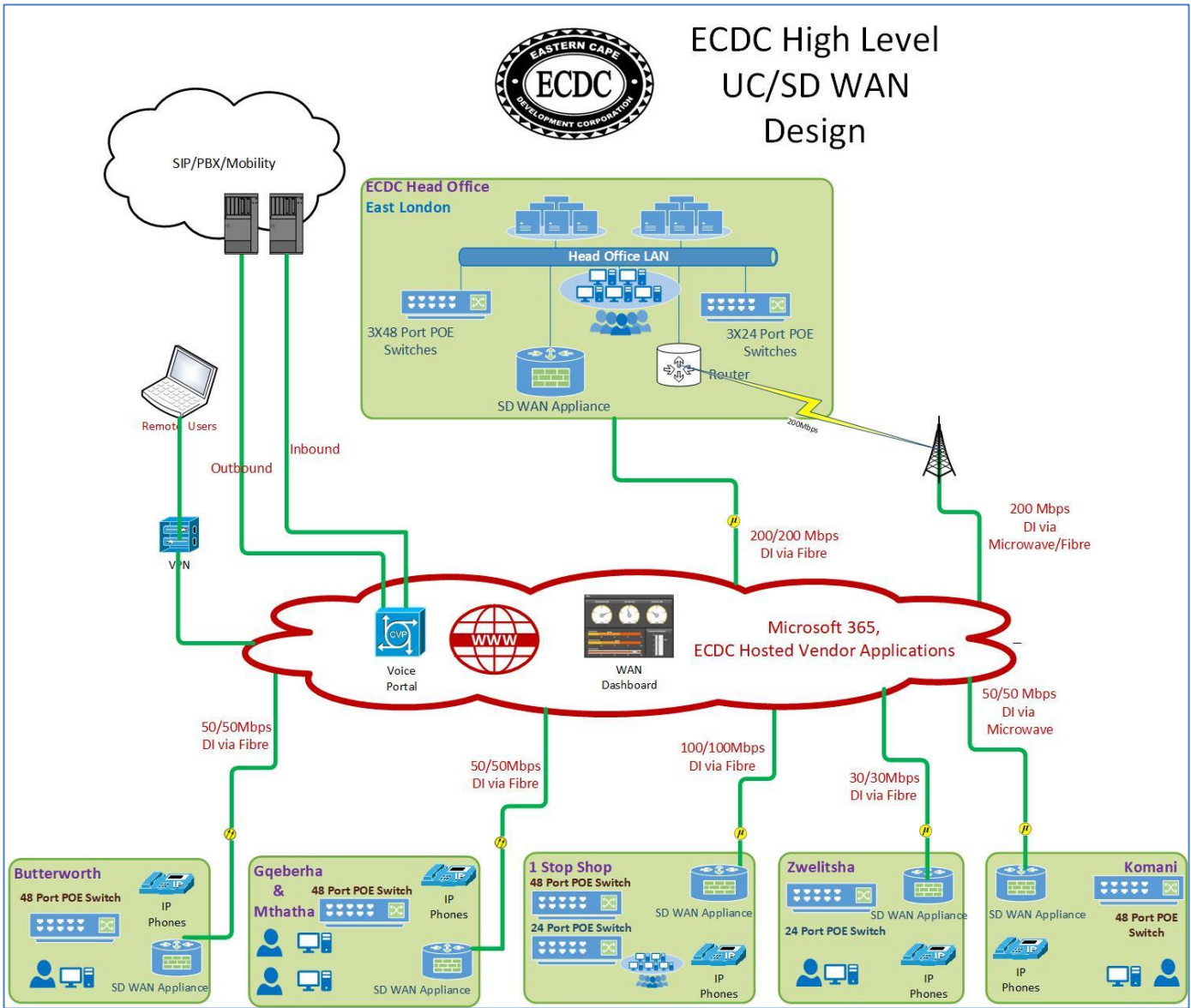
7. SCOPE OF SERVICES REQUIRED

- 7.1. The ECDC requires a Secure Access Service Edge (SASE), end-to-end single vendor, best of breed Secure Software Defined Networking (SDN) and infrastructure solution for the next 3 years (36 Months). The successful bidder is also further required to integrate, configure, and deploy VoIP servers, gateways, IP phones, and related components over the SDWAN with the appropriate network management systems and tools.
- 7.2. The proposed vendor solution must allow proactive network management from a “single-plane-of-glass” to increase productivity and provide ease of access to corporate applications with increased scalability. In this context, it also means that network reliability, security, client endpoint security, and secure content delivery needs to be delivered as a single solution through multiple mediums.
- 7.3. The ECDC requires that all network connectivity be delivered over Fiber or Microwave, between its Head Office in East London, and Six (6) Branch/Regional Office sites across the Eastern Cape
- 7.4. The minimum specifications for the provision of SD-WAN, and Voice SIP-based Internet service solution at ECDC are as follows:
 - Proposed SDWAN must have a minimum uptime of 99% monthly with 2 hours downtime allowable for planned maintenance per month.
 - Maintenance must only be performed between 00:00 to 5:00 which will be the maintenance window.
 - Maintenance which requires more hours that the maintenance window allows must be scheduled for Sunday from 00:00 to 09:00.
 - Proposed solution should seamlessly integrate with current network.
 - Escalation procedures must be available to handle queries where service levels are not met.
 - Provide ECDC with portal to monitor SDWAN and generate reports for performance.
 - Provide SDWAN connections with latency of <=3 ms for all required sites
 - Support and monitor the SDWAN 24/7/365.
 - Enhanced voice and video performance on the SDWAN links
 - Implement encryption on all SDWAN traffic.

7.5. The Network Security and SD WAN solution will consist of the following core tiers:

No.	Description
A.	INTERNET ACCESS SERVICES
B.	NETWORK SECURITY MANAGEMENT
C.	WAN CONFIGURATION – Overlay and Underlay
D.	CLOUD HOSTED PBX/VoIP
E.	HARDWARE REQUIREMENTS
F.	SOLUTIONS AND HARDWARE TO BE DEPRECATED
G.	SERVICE LEVEL AGREEMENT

Proposed Hi Level ECDC SD/UC WAN Design:



FUNCTIONALITY CRITERIA DETAILS FOR EACH TIER(A-H)

A.	INTERNET ACCESS SERVICES	Comply	Do not comply
1.	This must be accomplished using either Fiber and/or Microwave and cater for Full redundancy to the core and high availability for the East London Head Office.		
2.	At all other sites, the primary link must be Fibre unless in case where Fibre is not feasible, then a microwave will be used as a primary link.		
3.	The successful bidder must provide minimum connectivity of the underlay network as per table 5 below (Underlay Network)		
4.	All above access packages must be designed with zero-contention and link must be symmetrical across both WAN Access and the Internet breakout		
5.	Provide Static IP address for each Internet port		
6.	IPv4 and IPv6 network connectivity		
7.	The service provider must ensure access is available 24x7x365 days a year		
8.	The SLA for all links must be 99 % up time per month for Head Office and 95% for remote sites for the duration of the contract		
9.	The service provider must be able to downgrade and upgrade to the relevant link size to cater for business requirements when needed		
10.	The links must cater for video, voice, and data		

B.	NETWORK SECURITY MANAGEMENT	Comply	Do not comply
1.	Security features enabled at every site to protect WAN perimeter which are dashboard enabled		
2.	Firewall, VPN, and content filtering rules at each site		
3.	Intrusion Detection & Prevention		
4.	Identity based and device aware security		
5.	Automatic Signature updates		
6.	Auto provisioning IPsec VPNs		
7.	Advanced Malware Protection (AMP)		
8.	Unified threat management (UTM)		
9.	High availability and failover features		
10.	Provision of monthly security reporting and analytics by site (This report will be reviewed during the SLA meetings with the ISP)		

C.	WAN CONFIGURATION	Comply	Do not comply
Overlay network			
1.	The overlay network portion of the Managed Security and SD-WAN Enterprise appliances must be 100% cloud managed from a central Dashboard with a monitoring view of the ECDC network profile. The Network profile must provide an overarching view of the entire network via drill downs etc of each site.		
2.	Ongoing proactive network management must done from the Dashboard, which must integrate existing network monitoring and reporting tools for automatic fault detection and ticket logging at the bidders Fault Management Centre		

3.	SD-WAN must be access agnostic and can be used over most underlay network infrastructures																																		
4.	ECDC requires local Internet break-out at each site, all SD-WAN appliances will be loaded with the appropriate SDWAN Plus Security License which offers Layer-7 Security for/at each location.																																		
5.	Bidder must deploy the appropriately sized multifunctional security and enterprise Appliances at each site location to address multiple use cases from an all-in-one-device. They include: <ul style="list-style-type: none"> Quality of Experience (QoE) analytics WAN links monitoring at-a-glance VoiP performance across all uplinks 																																		
6.	The security appliance must provide Branch Gateway services with the following offerings: <ul style="list-style-type: none"> DHCP, NAT, Quality of Service (QoS), VLAN management services Web Caching (Frequently accesses content) Load Balancing (QoS, Traffic Shaping and failover) 																																		
7.	The security appliances must be supported on a “next business day” support model and the sites will be managed according to agreed service levels																																		
8.	The security appliance at each site must also provide comprehensive Unified Threat Management (UTM) capabilities including: <ul style="list-style-type: none"> Next Generation Firewall Intrusion Prevention & Detection Content filtering Cloud-Brokered VPN Malware Protection Appliances must support multiple layers of redundancy 																																		
Underlay Network For the Underlay Network the bidder must deploy the following minimum network connectivity: Table 5 <table border="1" data-bbox="108 1243 1008 1709"> <thead> <tr> <th>Site Name</th> <th>Physical Address</th> <th>Bandwidth (Mbps)</th> <th>Redundancy</th> </tr> </thead> <tbody> <tr> <td>East London Head Office</td> <td>Ocean Terrace Park, Moore Street, Quigney, East London</td> <td>200</td> <td>200</td> </tr> <tr> <td>Mthatha</td> <td>7 Sisson Street, Fort Gale, Mthatha</td> <td>50</td> <td>No</td> </tr> <tr> <td>Komani</td> <td>118 Ebden Street, Komani</td> <td>50</td> <td>No</td> </tr> <tr> <td>Gqeberha</td> <td>329 Cape Road, Newton Park, Gqeberha</td> <td>50</td> <td>No</td> </tr> <tr> <td>Butterworth</td> <td>24 High Street, Butterworth</td> <td>50</td> <td>No</td> </tr> <tr> <td>Zwelitsha</td> <td>Main Road, Zone 2, Zwelitsha</td> <td>30</td> <td>No</td> </tr> <tr> <td>One Stop Shop</td> <td>12 Esplanade Road, Quigney, East London</td> <td>100</td> <td>No</td> </tr> </tbody> </table>		Site Name	Physical Address	Bandwidth (Mbps)	Redundancy	East London Head Office	Ocean Terrace Park, Moore Street, Quigney, East London	200	200	Mthatha	7 Sisson Street, Fort Gale, Mthatha	50	No	Komani	118 Ebden Street, Komani	50	No	Gqeberha	329 Cape Road, Newton Park, Gqeberha	50	No	Butterworth	24 High Street, Butterworth	50	No	Zwelitsha	Main Road, Zone 2, Zwelitsha	30	No	One Stop Shop	12 Esplanade Road, Quigney, East London	100	No		
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9.	This must be accomplished using either Fiber and/or Microwave and cater for Full redundancy to the core and high availability for the East London Head Office																																		
10.	All the fibre links will be supported on an SLA and the partner Microwave services will have an average availability of 99.00% up time per month for Head Office and 95% for remote sites for the duration of the contract.																																		

D.	CLOUD HOSTED PBX/VoIP (over SDWAN) Solution	Comply	Do Not comply
1.	Service provider must provision, implement, and support a cloud hosted PBX VOIP		

	solution with switchboard functionality at each site		
2.	Carrier grade voice quality (over SDWAN) - Points of Interconnect with all major Voice Providers in South Africa		
3.	PBX must be hosted in Data Centres located in major towns within South Africa (i.e., JHB, CT, Durban, Gqeberha, East London), preferable East London. The PBX platform must offer redundancy.		
4.	Each site/office must have a direct connection and dedicated VLAN to the hosted PBX to ensure quality of service for voice calls.		
5.	The existing telephone lines must be ported to the new service provider.		

– Refer Table 8 for current list of Yealink VoiP Equipment

E. HARDWARE REQUIREMENTS (POE Switches, Routers & IP Telephony)

1. NETWORK POE SWITCHES

- a) As part of the requirements of this bid, the bidder needs to include the replacement, provisioning, configuration, installation, support/maintenance, and management of Cisco switches at the ECDC sites on a 36-month lease period.
- b) The below table 6 identifies the quantities as well as the type of Switches on lease. The equipment in column 1-3 will be returned to the lessor when the current contract ends and therefore needs to be replaced.
- c) Due to increased Staff capacity, additional POE switches are required as detailed in Column 5
- d) Pricing to be provided in pricing schedule (Annexure G) as a monthly lease cost to ECDC for the switches for a period of 3 years.

Table 6 – List of Leased POE Network switches currently at all sites

Site Name	1		2		3		4				5	6		
	Catalyst-Cisco-WS-C2960X-48FPS-L		Catalyst-Cisco-WS-C2960X-24PS-L		Catalyst-Cisco-C2960X-STACK module		Existing Switch TOTAL by Port				Additional Switches required	TOTAL Switches on new 36-month Lease		
	ECDC owned	Leased	ECDC owned	Leased	ECDC owned	Leased	ECDC owned	Leased	24	48	24	48		
							24	48	24	48			24	48
East London (HO)	3	3	0	1	0	2	0	3	1	3	1 x 48 port	1	4	
Mthatha	0	1	0	1	0	0	0	0	1	1	None	1	1	
Komani	0	1	0	0	0	0	0	0	0	1	None	0	1	
Gqeberha	0	1	0	0	0	0	0	0	0	1	None	0	1	
Butterworth	0	1	0	0	0	0	0	0	0	1	None	0	1	
One Stop Shop	0	1	0	0	0	0	0	0	0	1	1 x 48 port	0	2	
Zwelitsha	0	0	0	0	0	0	0	0	0	0	1 x 24 port	1	0	
NEW 36-month LEASE TOTAL												3	10	

The POE Switches to be replaced as per **Table 6** must have the following features.

E	NETWORK SWITCHES (POE) - LAN	Comply	Do Not comply
1.	The Access switch must be Quality-of-Service (QoS) designed to prioritize and unify mission critical traffic such as data, voice, and video onto a single IP backbone.		
2.	Voice VLAN support		
3.	Provide basic Layer 3 connectivity for geographical located remotes sites		
4.	Power of 740W of POE+		
5.	4 x 1GB SPF cable uplinks		
6.	Dual stacking interfaces up to 80Gbps+		
7.	Non-blocking switch backplane with up to 176 Gbps bandwidth support		
8.	The switch should be able to be Web managed, controlled, and monitored via a Network Management System and Dashboard		

9.	Automatic firmware upgrades		
10.	<p>The POE Switches at each site must also capabilities including:</p> <ul style="list-style-type: none"> • IPv4/6 ACL support • 802.1q VLAN tagging • Static routing • Broadcast Storm Control • Dynamic ARP Inspection / DHCP Snooping • 802.1X Authentication • 10/100/1000 Mbps RJ45 ports 		

2. ROUTERS (WAN)

Table 7 – Current Router hardware

	Site Name	Router Model	Router Type
1	East London (HO)	Huawei	AR6120 CPE
2	East London – Failover	Huawei	AR6121E
3	Mthatha	Huawei	AR6120 CPE
4	Komani	Huawei	AR6120 CPE
5	Gqeberha	Huawei	AR6120 CPE
6	Butterworth	Huawei	AR6120 CPE
7	One Stop Shop	Huawei	AR6120 CPE
8	Zwelitsha	Huawei	AR6120 CPE
9	Hosted Firewall (external)	Huawei	AR6120 CPE

E	ROUTERS (WAN)	Comply	Do not comply
1.	Unified management for security, SD-WAN, Wi-Fi, switching, MDM, and IoT		
2.	Centralized management & reporting via web-based GUI dashboard or API		
3.	<p>Next-generation layer 7 firewall and security features including:</p> <ul style="list-style-type: none"> • Content filtering • Advanced Malware Protection (AMP) with Threat Grid • Intrusion detection and prevention (IDS/IPS) • Application prioritization • SSL decryption/inspection, data loss prevention (DLP), CASB 		
4.	Support for native IPsec or remote client VPN		
5.	Instant wired failover with added 3G/4G failover via USB modem		

3. PBX Equipment (IP Telephony)

Table 8 – Yealink List of IP Telephony Hardware in current environment:

- Below Yealink IP telephony hardware listed in Table 8 to be assessed for existing Vendor buy-out, compatibility and re-use for the purposes of potential cost savings.
- New & Unused YEALINK Conference Phones:
 - 1 x CP965 and 10 x CP925
- ECDC Zwelitsha office has no current switch or phones, so a 24-port switch and 3 phones will be required.
- An additional 10% allowance required per region for the number of future handsets needed due to the influx of new staff.

Table 8

SITE NAME	ADDRESS	LAN Users	IP Phones	Phone Models - YEALINK	License type, Mgr/staff
One Stop Shop, Esplanade	12 Esplanade Street, Quigney, East London	25	25	24 x T33G Handsets	8/16/1 switchboard
				1 x Expansion Module	
				1 x T46U Switchboard	
ECDC Mthatha	7 Sisson Street, Fort Gale, Mthatha	25	25	24 x T33G Handsets	3/21/1 switchboard
				1 x T46U Switchboard	
				1 x Exp Mod	
				1 x CP860 Conference	
ECDC Butterworth	24 High Street, Butterworth	7	7	6 x T33G Handsets	1/5/1 switchboard
				1 x T46U Switchboard	
				1 x Exp Mod	
				1 x CP860 Conference	
ECDC HO	Ocean Terrace Park, 3 Moore Street, Quigney, East London	135	135	133 x T33G Handsets,	31/102/2 switchboard
				2 x T46U Switchboard,	
				4 x Exp Mod,	
				7 x CP860 Conference	
ECDC Gqeberha	329 Cape Road, Newton Park, Gqeberha	15	15	14 x T33G Handsets	1/13/1 switchboard
				1 x T46U Switchboard,	
				1 x Exp Mod,	
				1 x CP860 Conference	
ECDC Komani	118 Ebden Street, Komani	6	6	5 x T33G Handsets	1/4/1 switchboard
				1 x T46U Switchboard	
				1 x Exp Mod	
				1 x CP860 Conference	
ECDC Zwelitsha	Main Road, Zone1, Zwelitsha	3	3	None	0/3

F	IP TELEPHONY	Comply	Do not comply
1.	<p>PBX is to provide typical business grade functionality and should at minimum provide the following features.</p> <ul style="list-style-type: none"> • Ad hoc call recording • Ad hoc video conferencing • Announced transfer. • Auto (Day/Night) services • Automated attendants • Bespoke MoH (Music on Hold) • BLF's (Busy lamp fields) • Blind transfer • Call barring • Call pick up groups • Call forking / mobile twinning • Call recording • Call waiting • Incoming CLI (Caller Line Identification) call screening • CDR's (Call Data Records) • Common address book 		

	<ul style="list-style-type: none"> • Dial by name • Distinctive ring • Divert all calls. • Divert on Busy • Divert on No Answer • DND (Do not disturb) • Voicemail to Email • Hunt groups / overflow groups • Inbound DDI's (Direct Dialling Inward) • Mobility: give End-users one number to dial, redirect incoming IP calls, move calls between desktop and mobile, and use conferencing and directories from an End-user's mobile device • Intercom ring / paging • Multiple voicemail greetings • Outbound CLI (Caller Line Identification) • PIN code dialling • Auto provisioning • Remote voicemail retrieval • Speed dials • Time of day call routing • Transfer to voicemail 		
2	Service provider is responsible for provide maintenance and support for the duration of thirty-six months from reputable brands e.g., Polycom, Yealink, Cisco, Huawei, etc. to enable local support contacts		
3	An administration Web portal must be made available to: <ul style="list-style-type: none"> • manage telephone End-users and PBX functions. • manage assignment and activation of phone extensions, creation of pins, retrieving of phones records. 		
4	TMS Features that can accurately and easily measure inbound and outbound call costs, and have access to a collection of detailed, real-time and historic reports		
5	All End-users will be equipped with an IP telephone handset as per Table 8 plus 10% hardware allowance.		

7.6. DELIVERABLES

	Deliverables	Comply	Do not comply
1.	The vendor shall provide details of the Dedicated Project manager for the entire project i.e., Name, Surname, Contact details and relevant experience.		
2.	The vendor shall provide details of the Dedicated Account manager for the duration of the 36-month contract. i.e., Name, Surname, Contact details and relevant experience.		
3.	The Vendor shall provide Dedicated Billings Specialist for duration of the 36-month period for any billing related queries. i.e., Name, Surname, Contact details and relevant experience.		
4.	Vendor shall provide a detailed Network design and Network Equipment List to build the ECDC Network The detail design will include among other plans. <ul style="list-style-type: none"> • VLAN Segmentation plan • Routing Plan • Traffic Management/Quality of Service (QoS) Plan • Cybersecurity Enhancement Plan • Logical Network Topology design (Preferably in Ms Visio) 		
5.	Vendor shall provide a Detailed Network Equipment List will include the IP Address scheme, a detailed specification of all equipment to be procured, including cabling, installation locations, and estimated prices.		
6.	The vendor shall provide all the required software licenses for all the features.		

7.	<p>The vendor shall provide the required hardware WAN and VoiP appliances by delivering it to the main locations.</p> <p>This task includes:</p> <ul style="list-style-type: none"> • Providing the ECDC with a Spreadsheet - Proposed Bill of Materials by site • An outline of specifications covering products and installation • Supplying the ECDC with the Electronic Vendor Datasheet for each piece of equipment proposed • Staging and configuration of the equipment • Registration of equipment with manufacturer for the purposes of warranty and after-warranty support • Identification and replacement of any defective equipment prior to deployment to the ECDC site 		
8.	The vendor shall provide OEM Hardware Warranty on all equipment supplied.		
9.	The Vendor shall install and configure the procured NIC Network equipment at each of the ECDC sites.		
10.	The Vendor Install and Configure Network Management Software		
11.	The vendor shall supervise and provide technical consultation on the configurations of integrating Secure Access Service Edge (SASE) with Azure AD		
12.	The vendor shall provide supervision and consultation on the configurations of the user profiles to meet the requirements of ECDC ICT team for both Internet security and Network Access		
13.	<p>The vendor shall provide supervision and consultation on the configurations of all the requested security features to meet the following ECDC ICT team requirements.</p> <ul style="list-style-type: none"> • Firewall (Perimeter and Internal Firewall) • Endpoint Protection • Gateway antivirus/anti-malware • Intrusion Prevention and Detection (IPS/IDS) • Botnet Prevention • Phishing Prevention • Command and Control Prevention • Deep Packet Inspection • Threat Detection (Virus, Spyware, DDoS, Rootkits, etc) • Content (including Social Media) Filtering • Security Analytics System • Access Control (rights to access all or a portion of the network) • Prevent unauthorized devices from connecting to network • Audit Logs 		
14.	The vendor shall provide supervision and consultation on the configurations for Site-to-Site connectivity.		
15.	The vendor shall provide supervision and consultation on the configurations of connecting the datacentres and remote sites with Secure Access Service Edge (SASE)		
16.	The vendor shall provide supervision, consultation, and training on the administration of SASE dashboard.		
17.	The vendor shall provide Ticketing system, 24/7 technical support via phone, email, and live sessions		
18.	Provide consultation and support during the implementation of the solution.		
19.	Provide training on the solution administration		

8. SOLUTIONS AND HARDWARE TO BE DEPRECATED

The following will be deprecated:

- 8.1. Legacy WAN connectivity solutions (MPLS, IPsec tunnels between offices, remote locations, and datacentres)

- 8.2. Legacy VPN client solution for remote users
- 8.3. Hosted Fortigate Firewall 100E – see network topology in 6.
- 8.4. Hosted Datacentre e-purifier email security solution
- 8.5. SIP/PBX Mobility suite
- 8.6. Yealink IP Handsets (if not compatible or End of Life (EOL)) – See table 8.
- 8.7. Cisco 2960 switches 24 ports x 3
- 8.8. Cisco 2960 switches 48 ports x 6
- 8.9. Huawei AR6120 CPE x 8

9. SLA REQUIREMENTS - Bidders must provide a Draft SLA to ease the appointment process.

(Please refer to mandatory criteria in Table 2 of this RFP)

9.1. The following key areas of importance should be covered in SLA:

- Backup configurations for all routers and network equipment of the SDWAN
- Provide proof of backups for all SDWAN equipment quarterly or immediately after making configuration changes
- Provide monthly log reports for admin logins and changes on SDWAN equipment.
- All changes to SDWAN configurations must be approved by ECDC IT prior to implementation.
- Provide baseline configurations and network diagrams at start of contract then anytime when changes are made.
- Secure all connections and implement patches to SDWAN devices as and when they become available.
- Provide monthly reports with connection statistics for all SDWAN sites.
- Prioritise traffic as set out from time to time by ECDC.
- Login to all SDWAN devices must be via authentication.
- Ensure continuous updates and mitigation of identified vulnerabilities on all SDWAN devices.

9.2. Penalties

DESCRIPTION	PENALTY
1. SDWAN link not operational for a whole billing month	No payment for the link/s that are not operational for the particular billing month
2. Failure to restore a non-operational/intermittent link to its normal operation for more than 24 consecutive hours	% of the link's monthly bill to be deducted for the particular link that had not been fixed for 24 consecutive hours. Deduction must be made on the next invoice from the time of the incident.
3. Data breach through SDWAN resulting from: 3.1. intentional damage by SDWAN service provider 3.2. negligence by SDWAN service provider 3.3. failure to patch identified vulnerabilities on time by SDWAN service provider.	Cancellation of contract and claiming all damages from service provider

CONDITIONS SPECIFIC TO THIS BID

1. Responsibilities and duties

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

2. Obligation to perform and sub-contracting.

- 2.1. The bidder shall notify ECDC in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the bidder from any liability or obligation under the contract.
- 2.2. The bidder shall not assign, in whole or in part, its obligations to perform under the contract, except with ECDC's prior written consent.

3. Performance guarantee – (Not Applicable)

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

4. Anti-dumping and countervailing duties and rights

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

5. ECDC facilities

- 5.1. Unless otherwise agreed in writing by ECDC, the Service Provider will work from its own office and provide its own facilities, such as transport, telephone, cell phone, fax and computer facilities to perform the services.
- 5.2. The service provider may use certain facilities made available by ECDC to assist in performing the services, including but not limited to computer facilities, telephone and fax facilities and stationery. In this regard the service provider agrees to:

- 5.3. Abide by the health, safety and security measures as prescribed by ECDC from time to time;
- 5.4. To use such accommodation and facilities entirely at his own risk and ECDC shall not be liable for any loss or damage whatsoever and howsoever caused arising out of or in connection with the use of these items, other than loss or damage caused as a result of ECDC's own wilful misconduct.

6. Force majeure

- 6.1. If a force majeure situation arises, the bidder shall promptly notify ECDC in writing of such condition and the cause thereof. Unless otherwise directed by ECDC in writing, the bidder shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

7. Warranties - Refer Section C (11)

- 7.1. Supply and installation of the equipment shall have at least minimum OEM warranty of 1 year. The Service Provider should facilitate swop outs, collections etc directly with OEM during the warranty period.
- 7.2. The bidder warrants that the services supplied under the contract incorporate all recent improvements in design and materials unless provided otherwise in the contract. The bidder further warrants that all designs etc, supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by ECDC's specifications) or from any act or omission of the bidder, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 7.3. This warranty shall remain valid after the services or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, unless specified otherwise in Special Conditions of Contract.
- 7.4. ECDC shall promptly notify the bidder in writing of any claims arising under this warranty.
- 7.5. Upon receipt of such notice, the bidder shall, within the period specify and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to ECDC.
- 7.6. If the bidder, having been notified, fails to remedy the defect(s) within the period specified above, ECDC may proceed to take such remedial action as may be necessary, at the bidder's risk and expense and without prejudice to any other rights which ECDC may have against the bidder under the contract.

8. Spare parts

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

9. Insurance

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

10. Commissioning

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

11. Responsibility to perform.

- 11.1. Delivery of the goods and performance of services shall be made by the bidder in accordance with the time schedule prescribed by ECDC in the contract.
- 11.2. If at any time during performance of the contract, the bidder or its subcontractor(s) should encounter conditions impeding

timely delivery of the goods and performance of services, the bidder shall promptly notify ECDC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the bidder's notice, ECDC shall evaluate the situation and may at his discretion extend the bidder's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 11.3. ECDC reserves the right to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the bidder's point of supply is not situated at or near the place where the supplies are required, or the bidder's services are not readily available.
- 11.4. A delay by the bidder in the performance of its delivery obligations may render the bidder liable to the imposition of penalties, unless an extension of time is agreed upon without the application of penalties.
- 11.5. ECDC shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.
- 11.6. ECDC may also consider termination of the contract.

12. Service Level Agreement

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

13. Duration of the contract

- 13.1. It is anticipated that the appointment will be made during **August 2024** and the service provider will be expected to be available and start immediately as soon as a Service Level Agreement is signed.
- 13.2. The successful Professional Service Provider shall be required to complete the project within 3 (three) months of the Award.
- 13.3. Upon any delay beyond the delivery period in the case of a supplies contract, ECDC shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the bidder's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the bidder.

14. Project Plan

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

15. Payments and tax

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

16. Response Format

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

- 16.1. Cover Page: (the cover page must clearly indicate the RFP reference number, bid description and the bidder's name)

16.2. Schedule 1:

- 16.2.1. Executive Summary (explaining how you understand the requirements of this RFP and the summary of your proposed solution)
- 16.2.2. Annexure A-L of this RFP document (duly completed and signed)

16.3. Schedule 2

- 16.3.1. Tax Pin Number
- 16.3.2. Originally certified copies of bidder's CIPC company registration documents listing all members with percentages, in case of a CC.
- 16.3.3. Copy of Board Resolution, duly certified Ito Delegation of authority
- 16.3.4. Originally certified copy of ID document for the Company Representative
- 16.3.5. B-BBEE verification certificate indicating the contribution level of the bidding entity. An Exempted Micro Enterprises (EME)

with an annual turnover less than R10 million, is only required to obtain a sworn affidavit confirming the annual total revenue and level of black ownership. A Qualifying Small Enterprise (QSE) that has 51% or more black beneficiaries may obtain a sworn affidavit confirming the annual total revenue and level of black ownership. If a bidder is a Joint Venture or Consortium, the bidder must submit a consolidated B-BBEE scorecard as if they were a group structure. Any misrepresentation in terms of the declaration constitutes a criminal offence as set out in the B-BBEE Act as amended.

16.3.6. Schedule 3:

Response to Section 2 of this document, in line with the format indicated in this RFP document.

16.3.7. Schedule 4:

Price Proposal (response to Annexure G of this RFP document).

SECTION D

ANNEXURE A: SUPPLIER INFORMATION

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

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 Original or certified B-BBEE Status Verification from Accredited Service Provider or B-BBEE Sworn Affidavit (for EME's and QSEs) or CIPC B-BBEE Certificate for 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? (Applicable where there is an Accredited Authority i.e. Professional Body)	<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

Date

Designation

Signature

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

Annexure C: Profile				
1	How many full-time staff will be involved in this project?			
2	Company Executive Responsible for this project.			
3	Project Manager Name:			
4	Key Technical Lead Name:			
5	Key Accounts Manager Name:			
6	Key Creditors Account Administrator Name:			
	Provide the names of the technical staff members involved in this project			
	Name of staff member	Designation	Qualifications	Years of Experience
Comments:				

Annexure D: Experience

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

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

Comments:

Annexure E: Services

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

	Service	In-house	Out-sourced	Approx. % of revenue generated from this service in past 12 months	Key institution for whom this service is currently provided
1	INTERNET ACCESS SERVICES				
2	NETWORK SECURITY MANAGEMENT				
3	WAN CONFIGURATION				
4	CLOUD HOSTED PBX/VoIP (over SDWAN) Solution				
5	OTHER				
6					
7					

Annexure F: Form of Offer and Acceptance Offer

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

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

PROJECT: ECDC/ELN/406/062024 - SECURE SOFTWARE DEFINED (SD) WAN & HOSTED PBX SOLUTION

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

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

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

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

R (in figures)

.....

Rand (in words)

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

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

Company or close corporation:

.....

And: whose registration number is:

.....

And: whose income tax reference number is:

.....

--

Trading under the name and style of:

.....

AND WHO IS:

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

by:

Mr/Mrs/Ms:

.....

In his/her capacity as:

.....

Note:

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

SIGNED BY TENDERER:

Name of Representative	Signature	Date

SIGNED BY WITNESS:

Name of Representative	Signature	Date

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

.....

.....

Other contact details of the tenderer are:

Telephone no

.....

Cellular phone no

.....

Fax no

.....

Postal address

.....

Banker

.....

Branch

.....

ACCEPTANCE:

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

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

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

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

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

Signed for the ECDC:

Name of representative	Signature	Date

Witnessed by:

Name of witness	Signature	Date

Annexure G: Pricing Schedule

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

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

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



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

TABLE A: INTERNET ACCESS SERVICE COSTS (Underlay) (VAT INCL.)

Refer Section C: 7.6(A)

SITE ID	ECDC SITE	PROPOSED ACCESS MEDIUM	SPEED in Mbps	BANDWIDTH		MONTHLY SERVICE FEE	ONCE OFF INSTALLATION FEE
				WAN Connectivity Cost	Internet Access cost		
1	Head Office, Quigney, East London <i>(include failover redundant link)</i>						
2	One Stop Shop, Esplanade, East London						
3	Mthatha						
4	Butterworth						
5	Gqeberha						
6	Komani						
7	Zwelitsha						
			TOTAL:				

TABLE B: NETWORK SECURITY MANAGEMENT COSTS (VAT INCL.)

Refer Section C: 7.6(B)

SITE ID	ECDC SITE	PROPOSED ROUTER EQUIPMENT	MONTHLY HARDWARE COST (LEASED)	TOTAL MONTHLY SERVICE FEE (IF APPLICABLE)	ONCE OFF INSTALLATION FEE
1	Head Office, Quigney, East London				
2	One Stop Shop, Esplanade, East London				
3	Mthatha				
4	Butterworth				
5	Gqeberha				
6	Komani				
7	Zwelitsha				
TOTAL:					

TABLE C: SD WAN CONFIGURATION SERVICE COSTS (Overlay) (VAT INCL.)

Refer Section C: 7.6(C)

SITE ID	ECDC SITE	PROPOSED SWITCHES	POE SWITCHES COSTS (LEASED)	MONTHLY SERVICE FEE (IF APPLICABLE)	ONCE OFF INSTALLATION FEE
1	Head Office, Quigney, East London				
2	One Stop Shop, Esplanade, East London				
3	Mthatha				
4	Butterworth				
5	Gqeberha				
6	Komani				
7	Zwelitsha				
		TOTAL:			

TABLE D: CLOUD HOSTED PBX SERVICE COSTS (VAT INCL.)

Refer Section C: 7.6(D)

SITE ID	ECDC SITE	PROPOSED SOLUTION	TOTAL MONTHLY PBX SERVICE COSTS	ONCE OFF INSTALLATION FEE
1	Head Office, Quigney, East London			
2	One Stop Shop, Esplanade, East London			
3	Mthatha			
4	Butterworth			
5	Gqeberha			
6	Komani			
7	Zwelitsha			
TOTAL:				

TABLE E: IP TELEPHONY HARDWARE COSTS (VAT INCL.)

Refer Section C: 7.6(E)

SITE ID	ECDC SITE	PROPOSED HARDWARE		MONTHLY LEASED COST		TOTAL MONTHLY SERVICE FEE (IF APPLICABLE)	ONCE OFF INSTALLATION FEE
		TYPE	MODEL	Qty	Cost		
1	Head Office, Quigney, East London	IP HANDSETS					
		SWITCHBOARDS					
		CONFERENCE					
		EXPANSION MODULE					
2	One Stop Shop, Esplanade, East London	IP HANDSETS					
		SWITCHBOARDS					
		CONFERENCE					
		EXPANSION MODULE					
3	Mthatha	IP HANDSETS					
		SWITCHBOARDS					
		CONFERENCE					
		EXPANSION MODULE					
4	Butterworth	IP HANDSETS					
		SWITCHBOARDS					
		CONFERENCE					
		EXPANSION MODULE					
5	Gqeberha	IP HANDSETS					
		SWITCHBOARDS					
		CONFERENCE					
		EXPANSION MODULE					
6	Komani	IP HANDSETS					
		SWITCHBOARDS					
		CONFERENCE					
		EXPANSION MODULE					
7	Zwelitsha	IP HANDSETS					
		SWITCHBOARDS					
		CONFERENCE					
		EXPANSION MODULE					
TOTAL							

TABLE G: COST SUMMARY (VAT INCL.)

**All Network and PBX hardware to be leased over 36 months*

DELIVERABLES		YEAR 1	YEAR 2	YEAR3	TOTAL
INTERNET SERVICE COSTS (TABLE A)	TOTAL MONTHLY FEE				
	TOTAL INSTALLATION FEE ONCE OFF				
NETWORK SECURITY MANAGEMENT COSTS (TABLE B)	TOTAL MONTHLY FEE				
	TOTAL INSTALLATION FEE ONCE OFF				
SD WAN COSTS (TABLE C)	TOTAL MONTHLY FEE				
	TOTAL INSTALLATION FEE ONCE OFF				
CLOUD HOSTED PBX (TABLE D)	TOTAL MONTHLY FEE				
	TOTAL INSTALLATION FEE ONCE OFF				
IP TELEPHONY COSTS (TABLE E)	TOTAL MONTHLY FEE				
	TOTAL INSTALLATION FEE ONCE OFF				
OTHER COSTS (TABLE F)	TOTAL MONTHLY FEE				
	TOTAL INSTALLATION FEE ONCE OFF				
TOTAL FIRST YEAR 1					
TOTAL SECOND YEAR 2					
TOTAL THIRD YEAR 3					
TOTAL COSTS FOR 36 MONTHS					

- Prices to be fixed and firm for the duration of the 36 MONTH TERM.
- Service Provider is responsible to cater in their prices to changes in foreign exchange risk, if applicable

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

Annexure H - (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 interest ¹ in the enterprise, employed by the state?	Yes <input type="checkbox"/> No <input type="checkbox"/>
---	--

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 <input type="checkbox"/> No <input type="checkbox"/>
---	--

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 <input type="checkbox"/> No <input type="checkbox"/>
--	--

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

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;

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.

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.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 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.

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.

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.

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 I: 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 is:

- b) The value of this bid is estimated 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:

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

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:

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

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:

Annexure K: 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 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:

.....

.....

