

## **BROADBAND INFRACO (SOC) LTD**

Date : 25 August 2022  
Enquiries: Zanele Sibiya  
Tel : 011 235-1616  
E-Mail : [Zanele.Sibiya@infraco.co.za](mailto:Zanele.Sibiya@infraco.co.za)

Dear Sir/Madam,

### **REQUEST FOR PROPOSALS: INF/TEN: 0293**

**CLOSING DATE: 08 SEPTEMBER 2022 AT 12h00 (CENTRAL AFRICAN TIME).**

**INVITATION TO SUBMIT PROPOSALS FOR A COMPANY SECRETARY TO BROADBAND INFRACO SOC LIMITED FOR A PERIOD OF (12) TWELVE MONTHS .**

Please take note that this is a confidential request, and you are requested to treat all information, including this Request for Proposals as confidential and you must not discuss or divulge this information to any 3rd party without our written permission.

### **1. BACKGROUND ON BROADBAND INFRACO**

Broadband Infraco legislative mandate is set out in the Broadband Infraco Act No. 33 of 2007 (the "Act"). The main objectives as set out in the Act are to expand the availability and affordability of access to electronic communications, including but not limited to underdeveloped and under serviced areas, in accordance with the Electronic Communications Act and commensurate with international best practice and pricing, through the provision of electronic communications network services and electronic communications services.

In addition, Broadband Infraco must comply with the Public Finance Management Act of 1999 as amended (the "PFMA"), National Treasury Regulations issued in terms of the Public Finance Management Act, and the Companies Act No. 71 of 2008 and other laws that govern the financial affairs, the stability and soundness of the financial system and manage the budget preparation process; and enforce transparency and effective management in respect of revenue and expenditure, assets and liabilities, of the Company.

### **2. OBJECTIVE**

The objective of this Request for Proposal (RFP) is to acquire services of Company Secretary for a period of twelve (12) months.

### **3. LODGING OF TENDER AND CLOSING DATE**

Your response under sealed cover and endorsed.

**CONFIDENTIAL**

**INVITATION TO SUBMIT PROPOSALS FOR A COMPANY SECRETARY TO BROADBAND INFRACO SOC LIMITED FOR A PERIOD OF (12) TWELVE MONTHS**

**REQUEST FOR PROPOSALS INF/TEN: 0293**

**ATTENTION: ZANELE SIBIYA**

Must be delivered to **Broadband Infraco** at Country Club Estate, Building 9, 21 Woodlands Drive, Woodmead, Sandton before **12h00 noon (RSA Time) on/before 08 SEPTEMBER 2022.**

One original and one copy of the original tender and **must also** be provided on **USB**.

All information as per the hard copy proposal must be saved on the **USB (no CD's please).**

**NB\*** If you wish to use courier services, driver or any other person to deliver your bid document, kindly make sure to inform them to register the bid on the bid register at reception as your bid will not be considered if it is not registered in the bid register.

**NB\*** You or your driver or courier service personnel will be compelled to adhere to all Covid 19 protocols to curb the spread of the virus. Screening check will be done upon arrival and no entry to the building will be permitted without a face mask on. Kindly allow yourself enough time to follow these protocols as no late bids will be accepted due to late coming or late completion of Covid 19 protocols, your bid should be registered by no later than 12:00 noon on the day of closing.

**Incomplete information will be rejected and Broadband Infraco will NOT accept late responses.**

**3.1 Broadband Infraco's Representative's details for this RFP is:**

Name : Zanele Sibiya  
Address : Woodmead Country Club Estate, Building 9,  
21 Woodlands Drive, Woodmead, Sandton  
Tel No. : + 27 11 235 1616  
E-Mail : [Zanele.Sibiya@infraco.co.za](mailto:Zanele.Sibiya@infraco.co.za)

**3.2 Please take note that all questions or queries on this RFP must be communicated in writing to Infraco's Representative at the above-stated electronic mail address.**

In terms of Broadband Infraco's Corporate Policy, all questions and queries received will be answered in writing. In the interests of fairness, the question together with Broadband Infraco's clarification and/or response thereto will only be made available to those *bidders* who have submitted a **Receipt of Invitation Form** indicating an intention to tender. The name of the *bidder* who requested clarification and/or posed a question will not be reflected in the clarification and/or response.

**3.3 The tender documents are:**

**3.3.1** This RFP and the documents attached to this RFP as set out in the document list, and.

- 3.3.2** Such addendum, responses to *bidders'* queries and clarifications as may be issued by Broadband Infraco from time to time.
- 3.4** The provisions of this RFP and Broadband Infraco's Standard Conditions of Tender (**Annexure B**) are taken to be mutually explanatory of one another but in the event of ambiguity, discrepancy, divergence, inconsistency or omission from or in or between this RFP and Broadband Infraco's Standard Conditions of Tender, the provisions of this RFP shall take precedence over the provisions of Broadband Infraco's Standard Conditions of Tender.
- 3.5** A *bidder* is a Person, Original, Partnership, Agent, Consultant, Joint Venture, Firm or Company eligible to submit a tender in response to this RFP.
- 3.6** Broadband Infraco deems that a submission of a proposal by a *bidder* in response to this RFP constitutes the *bidder's* acceptance of the Standard Conditions of Tender and the additional terms contained in this RFP.
- 3.7** Broadband Infraco's reservations of rights in respect of the tender:
- 3.7.1** *Bidders'* attention is specifically drawn to the fact that a contract in respect of the Employer's requirements will not necessarily result from the tender responses Broadband Infraco receives in response to this RFP. Broadband Infraco reserves the right to conduct a further procurement process with or without a request for tender or to enter into negotiations with any one or more of the *bidders*, should it decide to proceed with contract award.
- 3.7.2** Broadband Infraco reserves the right to subject *bidders* and their facilities to assessment as part of the evaluation process or as a condition of the contract award.
- 3.7.3** Broadband Infraco reserves the right not to evaluate and/or consider any proposal by a *bidder* that do not comply strictly with the requirements as set out in this RFP and/or who do not meet one or more of the prerequisite tender requirements set out in the technical criteria (**Annexure K**).
- 3.7.4** Broadband Infraco reserves the right to decide on the contract award based solely on the information received in the responses to this RFP. Broadband Infraco also reserves the right to use relevant information not contained in any tender, but which is within the knowledge of any employee or Board member of Broadband Infraco or its advisors, agents or representatives for the purposes of making its decision.
- 3.8 Disclaimer of liability for representations, warranties, or statements**
- Broadband Infraco believes all information contained in this RFP (and all its schedules and annexes) and all guidelines or in any other written material furnished or information orally transmitted to a potential *bidder* (including, but not limited to any opinion, information or advice that may be provided to a potential *bidder* by or on behalf of Broadband Infraco) to be correct but Broadband Infraco does not (save to the extent otherwise expressly provided for in a future written agreement with a successful *bidder*) make any representations or warranties, express or implied as to the accuracy or

completeness of such information and expressly disclaims any and all liability for such representations, warranties or statements.

### 3.9 Black Economic Empowerment

Broadband Infraco requires all interested parties to provide their valid Broad Based Black Economic Empowerment status from a verified agency, sworn affidavits from QSEs and EMEs to be eligible to claim BBEE points.

The *Employer* is committed to Broad Based Black Economic Empowerment principles and as such complies to the BEE Codes of Good Practice published by the Department of Trade Industry (DTI). The bidder is expected to be evaluated on these principles and must present a valid BBEE status certificate and **BBEE** Scorecard based on the DTI Interpretative Guide to the Codes of Good Practice.

<http://www.thedti.gov.za/bee/InterpretiveGuide28june07doc.pdf>)

## 4 KEY TENDER DATES

4.1 The following key tender dates are applicable to this tender:

Activity	Key Tender Dates
Tender publication date:	25 August 2022
Briefing session	No briefing session
Closing date for written questions/clarifications	31 August 2022
Deadline for responding to questions	02 September 2022
RFP closing date	<b>08 September 2022 at 12h00 noon (RSA Time)</b>

Table 1: Key dates

Any questions which may arise with regards to the interpretation of the RFP, or additional information required to clarify the RFP are to be submitted to:

Attention: Zanele Sibiyi  
Broadband Infraco (SOC) Limited  
Telephone no.: +27 11 235 1616  
Email: [Zanele.Sibiyi@infraco.co.za](mailto:Zanele.Sibiyi@infraco.co.za)

The bidder is requested to refer to the clause and sub-clause number(s) to which its questions relate. **The validity period of the tender is one hundred and twenty (120) days from the tender closing date** with the possibility of extension should it be necessary to allow the evaluation process.

### 4.2 BIDDERS OBLIGATIONS

#### 4.2.1 Number of copies required.

A hard copy of a tender must be submitted and one electronic copy of the complete tender on USB (CD disk **NOT** allowed) with all documents in MS Word or MS Excel (Note: any documents submitted as a PDF version must also be submitted in MS Word or MS Excel wherever is practical).

#### 4.2.2 Required information for evaluation.

Make available all information in the response indicating compliance and/or non-compliance of each item required by the bid. Acknowledging that non-submission of information required to evaluate of administrative and functionality will disqualify or prejudice the bidder in claiming and getting points where points are allocated.

#### **4.2.3 Compliance and deviations**

Indicate clearly which item of the bid is not quoted for or any deviations to the scope and specification of this bid.

Strict adherence to completing the price list provided by Broadband Infracore which will be considered as the main offer. Any further pricing of items deemed necessary for execution may be priced on the company's own letterhead and template and will be considered as an additional/ alternative offer.

#### **4.2.4 File presentation**

The bidder must ensure that the bid file consists of the following:

- Index that clearly indicates where to find which document.
- File dividers to separate each section of your file as per your index

### **5 CONDITIONS OF CONTRACT**

Broadband Infracore will only accept proposals from interested parties that are prepared to accept and comply with the contract conditions as per the NEC3 Supply Contract (ESC3), as published by Thomas Telford Publishing on behalf of the Institution of Civil Engineers, United Kingdom. Copies available from Thomas Telford Ltd, 1 Heron Quay, London. (ISBN 0 7277 2634 X).

In South Africa, the published NEC can be purchased from Thomas Telford Publications, telephone number (011) 803 3008, and fax number (011) 803 3009.

### **6 SCOPE OF WORK**

Provision of a Company Secretary to Broadband Infracore SOC Limited for a period of (12) twelve months

### **7 EVALUATION CRITERIA**

Bidder/s proposal/s will be evaluated on a three (3) step evaluation by considering information requested in this RFP as follows.

#### **Step 1. Interview**

Human resources management will shortlist candidates and conduct interviews

## Step 2. Compliance to Mandatory administrative requirements

Mandatory administrative (gatekeepers) of the bid (see annexures C, for detailed mandatory administrative of the bid).

## Step 3. 80/20 Price and BBBEE evaluation

### a. Price Evaluation (80 points)

Adjudication Criteria	Points
Price Evaluation $Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$	80

Where:

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

### b. B-BBEE Evaluation (20 points)

Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their tenders to substantiate the B-BBEE claims.

## 9. INSURANCE

Provide details of local as well as international professional indemnity insurance (Not applicable).

## 10. JOINT VENTURES/DISTRIBUTORS/AGENTS

If a proposal is submitted by a consortium/joint venture, each party, consultant and or sub-contractor of such consortium/joint venture must complete or provide each of the documents mentioned below: -

- Company Registration Document and certified ID copies of directors/partners/members
- Fully completed SBD Forms
- Valid Tax Certificate
- Tax Pin Compliance Status Letter obtainable from SARS
- CSD Report
- Company profile
- JV Agreement
- Valid consolidated B-BBEE certificate/affidavit

## 11. COMPANY INFORMATION REQUIRED

### a. General Data

Registered Company Name	
Postal Address	
Contact Person	
Position in the Company	
Telephone number	
E-Mail address	

### b. SARS Certificate (for South African registered companies only)

Bidder is required to provide Broadband Infraco with the Tax compliance status verification PIN (Third party authorization) to be used by Broadband Infraco to verify the bidder's tax compliance status.

Bidder is required to provide Broadband Infraco with the Central Supplier Database Master Registration Number (MAAA number) to verify the bidder's tax compliance status.

### c. Shareholding and Directors

The firm must indicate the nature of the shareholding of the firm and provide the names of directors of the firm. *Item 9.3 must indicate percentage owned by Black Women, Black youth and disabled people. This will be validated by the Company CK documents*

### d. National Treasury List of Restricted Service Providers

No bid will be awarded to a person or company who has been listed in the National treasury lists of restricted service provider/suppliers as updated by National treasury.

### e. National Treasury's Central Supplier Database (NT - CSD)

With effect from 1 April 2016, accounting officers and accounting authorities may not award any bid to a supplier/service provider not registered as a prospective supplier on the National Treasury's Central Supplier Database. Bidder is required to provide Broadband

Infraco with the Central Supplier Database Master Registration Number (MAAA number) or bidder's CSD report.

## 12. DISCUSSIONS

Broadband Infraco reserves the right to call upon any bidder to discuss or present its proposals as and when deemed necessary at the bidder's cost.

Broadband Infraco reserves the right to do physical site visits to ascertain facilities before award. This will be done on an appointment basis with the supplier prior to the visit.

Under no circumstances will a presentation by or negotiation with any bidder constitute an award or promise / undertaking to award the contract.

### 13. YOUR PROPOSAL

To submit a valid and acceptable proposal to Broadband Infraco, your proposal/offer must include the following:

- Comply with all administrative and functionality evaluation requirements.
- A cover letter on your firm's official letterhead including acceptance of the requirements of the bid and the conditions in the bid document.
- Confirmation that all the mandatory compliance and requirements of the bid have been met with all the required documents submitted.
- Provide your Central Supplier Database report **(Compulsory)**
- Provide a valid Tax Clearance Pin **(Compulsory)**.
- Provide a valid B-BEE Certificate

### 14. SPECIAL CONDITIONS OF THIS BID

These special conditions must be read in conjunction with the general conditions and NEC3 conditions that are applicable to this bid.

- Broadband Infraco reserves the rights to suggest partnerships or joint venture to be formed between bidders, or that the assignment must be awarded to an exclusive BEE firm.
- Broadband Infraco reserve the rights to amend any conditions, validity period, etc. in the event of material changes to the procedures, all parties will be duly notified and be dealt with transparently and equitably.
- Other conditions additional to the ones mentioned above will be discussed and agreed between Broadband Infraco and the successful bidder/s prior contracting.

### 15. SIGNED CONFIDENTIALITY AGREEMENT

The attached confidentiality agreement included in Annexure E must be signed by the person who is authorised to sign on behalf of the firm and **returned** with the response to this RFP.

### 16. BID APPROVAL

**INF/TEN: 0293 - INVITATION TO SUBMIT PROPOSALS FOR A COMPANY SECRETARY TO BROADBAND INFRACO SOC LIMITED FOR A PERIOD OF (12) TWELVE MONTHS.**

  
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**Mbulelo Hlobo**  
**Acting GM: SCM**

**Date:** 25/08/2022



### **DOCUMENT LIST**

- 1. RFP Document**
- 2. Annexure A : Document list.**
- 3. Annexure B : Broadband Infraco Standard Conditions of Tender.**
- 4. Annexure C : Mandatory Administrative**
- 5. Annexure D : Tender Returnable.**
- 6. Annexure E : Confidentiality Agreement.**
- 7. Annexure F : Invitation to Bid (SBD1)**
- 8. Annexure G : Declaration of Interest (SBD) 4**
- 9. Annexure H : Preferential Procurement claim form SBD 6.1 2017**
- 10. Annexure I : Scope of work/ Terms of reference**
- 11. Annexure J : Price List**

## RECEIPT OF INVITATION FORM

TO:	<b>Broadband Infraco (SOC) Ltd</b>	FROM	
	<b>Country Club Estate, Building 9</b>	Name of firm	
	<b>21 Woodlands Drive, Woodmead, Sandton</b>	Sender	
		Email	
Attention	<b>Zanele Sibiya</b>		
Tel No.	<b>011 235-1616</b>	Tel No.	

REQUEST FOR PROPOSALS: INF/TEN: 0293

CLOSING DATE: 08 September 2022 at 12h00 noon (RSA Time)

### INVITATION TO SUBMIT PROPOSALS FOR A COMPANY SECRETARY TO BROADBAND INFRACO SOC LIMITED FOR A PERIOD OF (12) TWELVE MONTHS

- 1 We have noted the *deadline for the RFP submission* and will be submitting our quotation before then and as instructed. We propose to submit a quotation in the name of the firm stated above.  

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- 2 We do not intend to submit a response for this service and return all of the attached documentation herewith. Our reason for not wishing to submit a quotation is as follows:  

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#### **Nota Bene (NB)\***

- This form must be sent back to Broadband Infraco's contact by the closing date of questions/clarifications – **02 September 2022** to allow Broadband to send responses and for individual bidders to prepare the responses so as the closing date cannot be affected by late questions and responses.
- Submission of this form will help Broadband Infraco compile a list of interested bidders who will be directly contactable when there are scope changes, addendums and/or for any formal communication for tender **INF/TEN: 0293**

Yours faithfully

\_\_\_\_\_  
for the *bidder*

## ANNEXURE B

### BROADBAND INFRACO SOC LIMITED

### STANDARD CONDITIONS OF TENDER

January 2008

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#### 1 GENERAL

- |  |   |   |
|--|---|---|
| <b>Actions</b>   | 1 | Broadband Infraco (SOC) Ltd (Infraco), Broadband Infraco's <i>Representative</i> and each <i>bidder</i> submitting a tender shall act timeously as stated in these Conditions of Tender and in a manner, which is fair, equitable, transparent, competitive, and cost-effective.  |
| <b>Interpretation</b>  | 2 | Terms shown in <i>italics</i> vary for each tender. The details of each term for this tender are identified in the Tender Data. Terms shown in capital initials are defined terms in the appropriate conditions of contract.  |
|  | 3 | Any additional or amended requirements in the Tender Data and additional requirements given in the Schedules in the <i>tender returnable</i> are deemed to be part of these Conditions of Tender.   |
|  | 4 | The Conditions of Tender and the Tender Data shall not form part of any contract arising from this invitation to tender.  |
| <b>Communication</b>   | 5 | Each communication between Broadband Infraco and a <i>bidder</i> shall be to or from Broadband Infraco's <i>Representative</i> only, and in a form that can be read, copied, and recorded. Communication shall be in the English language. Infraco takes no responsibility for non-receipt of communications from or by a <i>bidder</i> .   |
| <b>Broadband Infraco's rights to accept or reject any tender</b> | 6 | <p>Broadband Infraco may accept or reject any variation, deviation, tender, or alternative tender, and may cancel the tender process and reject all tenders at any time prior to the formation of a contract. Broadband Infraco or Broadband Infraco's <i>Representative</i> will not accept or incur any liability to a <i>bidder</i> for such cancellation and rejection but will give written reasons for the action upon written request to do so. Broadband Infraco reserves the right to accept the whole of any part of any tender.</p> <p>After the cancellation of the tender process or the rejection of all tenders Broadband Infraco may abandon the proposed work and services, have it performed in any other manner, or re-issue a similar invitation to tender at any time.</p> |

#### 2 BIDDERS OBLIGATIONS

The *bidder* shall comply with the following obligations when submitting a tender and shall:

<b>Eligibility</b>	1	Submit a tender only if the <i>bidder</i> complies with the <i>criteria</i> stated in the Tender Data and the <i>bidder</i> , or any of his principals, is not under any restriction to do business with Broadband Infraco.
<b>Cost tendering</b>	2	Accept that Broadband Infraco will not compensate the <i>bidder</i> for any costs incurred in the preparation and submission of a tender, including the costs of any testing necessary to demonstrate that aspects of the tender satisfy the evaluation criteria.
<b>Check documents</b>	3	Check the <i>tender documents</i> on receipt, including pages within them, and notify Broadband Infraco's <i>Representative</i> of any discrepancy or omissions using the enclosed fax-back form.
<b>Confidentiality and copyright of documents</b>	4	Treat as confidential all matters arising in connection with the tender. Use and copy the documents provided by Broadband Infraco only for the purpose of preparing and submitting a tender in response to this invitation.
<b>Standardised specifications and other publications</b>	5	Obtain, as necessary for submitting a tender, copies of the latest revision of standardised specifications and other publications, which are not attached but which are incorporated into the <i>tender documents</i> by reference.
<b>Acknowledge receipt</b>	6	Complete the Receipt of invitation and submit the tender fax-back form, which is attached to the Letter of Invitation, and return it within five days of receipt of the invitation.
	7	Acknowledge receipt of Addenda to the <i>tender documents</i> , which Broadband Infraco's <i>Representative</i> may issue, and if necessary, apply for an extension to the <i>deadline for tender submission</i> , in order to take the Addenda into account.
<b>Site visit and / or clarification meeting</b>	8	Attend a site visit and/or clarification meeting at which <i>bidders</i> may familiarise themselves with the proposed work, services or supply, location, etc. and raise questions. Details of the meeting(s) are stated in the Tender Data.
<b>Seek clarification</b>	9	Request clarification of the <i>tender documents</i> , if necessary, by notifying Broadband Infraco's <i>Representative</i> earlier than the <i>closing time for clarification of queries</i> .
<b>Insurance</b>	10	Be informed that the extent (if any) of insurance provided by Broadband Infraco may not be for the full cover required in terms of the relevant category listed in Section 8 of the <i>conditions of contract</i> , the <i>bidder</i> is advised to seek qualified advice regarding insurance.
<b>Pricing the tender</b>	11	Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except VAT), and other levies payable by the successful <i>bidder</i> . Such duties, taxes and levies are those applicable 14 days prior to the <i>deadline for tender submission</i> .
	12	Show Value Added Tax (VAT) payable by Broadband Infraco separately as an addition to the tendered total of the prices.

	13	Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the <i>conditions of contract</i> .
	14	State the rates and Prices in South African Rand unless instructed otherwise as an additional condition in the Tender Data. The selected <i>conditions of contract</i> may provide for part payment in other currencies.
<b>Alterations to documents</b>	15	Not make any alterations or additions to the <i>tender documents</i> , except to comply with instructions issued by Broadband Infraco's  <i>Representative</i> or if necessary, to correct errors made by the <i>bidder</i> . All such alterations shall be initialled by all signatories to the tender. Corrections may not be made using correction fluid, correction tape or the like.
<b>Alternative tenders</b>	16	Submit alternative tenders only if a main tender, strictly in accordance with all the requirements of the <i>tender documents</i> is also submitted. The alternative tender is submitted with the main tender together with a schedule that compares the requirements of the <i>tender documents</i> with the alternative requirements the <i>bidder</i> proposes.
	17	Accept that an alternative tender may be based only on the criteria stated in the Tender Data and as acceptable to Broadband Infraco.
<b>Submitting a tender</b>	18	Submit a tender for providing the whole of the works, services or supply identified in the Contract Data unless stated otherwise as an additional condition in the Tender Data.
	19	Return the <i>tender returnable</i> to Broadband Infraco, completing without exception all the forms, data and schedules included therein.
	20	Submit the tender as an original plus the number of copies stated in the Tender Data and provide an English translation for documentation submitted in a language other than English. Tenders may not be written in pencil but must be completed in ink.
	21	Sign the original and all copies of the tender where indicated. Broadband Infraco will hold the signatory duly authorised and liable on behalf of the <i>bidder</i> .
	22	Seal the original and each copy of the tender as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside Broadband Infraco's address and invitation to tender number stated in the Tender Data, as well as the <i>bidders</i> name and contact address.

23 Seal original and copies together in an outer package that states on the outside only Broadband Infraco's address and invitation to tender number as stated in the Tender Data. The outer package must be marked "CONFIDENTIAL"

24 Accept that Broadband Infraco will not assume any responsibility for the misplacement or premature opening of the tender if the outer package is not sealed and marked as stated

Note:

Broadband Infraco prefers not to receive tenders by post and takes no responsibility for delays in the postal system or in transit within or between Broadband Infraco offices.

Where tenders are sent per fax, Broadband Infraco takes no responsibility for difficulties in transmission caused by line or equipment faults.

Where tenders are sent via courier, Broadband Infraco takes no responsibility for tenders delivered to any other site than the tender office.

Broadband Infraco employees are not permitted to deposit a tender into the Broadband Infraco tender box on behalf of a bidder, except those lodged by post or courier.

**Closing time**

26 Ensure that Broadband Infraco has received the tender at the address and in the tender box or fax specified in the Tender Data no later than the *deadline for tender submission*. Proof of posting will not be taken by Broadband Infraco as proof of delivery. Broadband Infraco will not accept a tender submitted telephonically, e-mail or by telegraph unless stated otherwise in the Tender Data.

27 Accept that, if Broadband Infraco extends the *deadline for tender submission* for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.

**Tender validity**

28 Hold the tender(s) valid for acceptance by Broadband Infraco at any time within the *validity period* after the *deadline for tender submission*.

29 Extend the *validity period* for a specified additional period if Broadband Infraco requests the *bidder* to extend it. A *bidder* agreeing to the request will not be required or permitted to modify a tender, except to the extent Broadband Infraco may allow for the effects of inflation over the additional period.

**Clarification of tender after submission**

30 Provide, on request from Broadband Infraco's *Representative* during the evaluation of tenders, any other material that has a bearing on the tender, the bidders commercial position (including notarised joint venture agreements), preferencing arrangements or samples of materials, considered necessary by Broadband Infraco for the purpose of a full and fair risk assessment. This may include providing a

breakdown of rates or Prices. No change in the total of the Prices or substance of the tender is sought, offered, or permitted except as required by Broadband Infraco's *Representative* to confirm the correction of arithmetical errors discovered in the evaluation of tenders. The total of the Prices stated by the *bidder* as corrected by Infraco's *Representative* with the concurrence of the *bidder*, shall be binding upon the *bidder*

- |                                    |   |
|------------------------------------|---|
| <b>Submit bonds, policies etc.</b> | <p>31 If instructed by Broadband Infraco's <i>Representative</i> (before the formation of a contract), submit for Infraco's acceptance, the bonds, guarantees, policies and certificates of insurance required to be provided by the successful <i>bidder</i> in terms of the <i>conditions of contract</i>.</p> <p>32 Undertake to check the final draft of the contract provided by Broadband Infraco's <i>Representative</i> and sign the Form of Agreement all within the time required by these Conditions of Tender.</p> <p>33 Where an agent on behalf of a principal submits a tender, an authenticated copy of the authority to act as an agent must be submitted with the tender.</p> |
| <b>Fulfil BEE requirements</b>     | <p>34 Comply with Broadband Infraco's requirements regarding BEE and Black Women-owned Suppliers.</p>   |

### 3 BROADBAND INFRACO'S UNDERTAKINGS

**Broadband Infraco, and Broadband Infraco's *Representative*, shall:**

- |                                 |  |
|---------------------------------|--|
| <b>Respond to clarification</b> | <p>1 Respond to a request for clarification received earlier than the <i>closing time for clarification of queries</i>. The response is notified to all <i>bidders</i>.</p>  |
| <b>Issue Addenda</b>            | <p>2 If necessary, issue Addenda that may amend, amplify, or add to the <i>tender documents</i>, to each <i>bidder</i>. If a <i>bidder</i> applies for an extension to the <i>deadline for tender submission</i>, in order to take Addenda into account in preparing a tender, Broadband Infraco may grant such an extension and Broadband Infraco's <i>Representative</i> shall notify the extension to all <i>bidders</i>.</p> |
| <b>Return late tenders</b>      | <p>3 Return tenders received after the <i>deadline for tender submission</i> unopened to the <i>bidder</i> submitting a late tender. Tenders will be deemed late if they are not on the designated fax or in the designated tender box at the date and time stipulated as the deadline for tender submission.</p>  |
| <b>Non-disclosure</b>           | <p>4 Not disclose to <i>bidders</i>, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tenders and recommendations for</p>   |

		the award of a contract, until after the award of the contract to the successful bidder.
<b>Grounds for rejection</b>	5	Consider rejecting a tender if there is any effort by a <i>bidder</i> to influence the processing of tenders or contract award.
<b>Disqualification</b>	6	Instantly disqualify a <i>bidder</i> (and his tender) if it is established that the <i>bidder</i> offered an inducement to any person with a view to influencing the placing of a contract arising from this invitation to tender.
<b>Test for responsiveness</b>	7	Determine before detailed evaluation, whether each tender properly received <ul style="list-style-type: none"> <li>• meets the requirements of these Conditions of Tender,</li> <li>• has been properly signed, and</li> <li>• is responsive to the requirements of the <i>tender documents</i>.</li> </ul>
	8	Judge a <i>responsive tender</i> as one which conforms to all the terms, conditions, and specifications of the <i>tender documents</i> without material deviation or qualification. A material deviation or qualification is one which, in Broadband Infracore's opinion would <ul style="list-style-type: none"> <li>• detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Contract Data,</li> <li>• change Broadband Infracore's or the <i>bidder's</i> risks and responsibilities under the contract, or</li> <li>• affect the competitive position of other <i>bidders</i> presenting responsive tenders, if it were to be rectified.</li> </ul>
<b>Non-responsive tenders</b>	9	Reject a non-responsive tender, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
<b>Arithmetical errors</b>	10	Check responsive tenders for arithmetical errors, correcting them as follows: <ul style="list-style-type: none"> <li>• Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.</li> <li>• If a bill of quantities applies and there is a discrepancy between the rate and the line item total, resulting from multiplying the rate by the quantity, the rate as quoted shall govern. Where there is an obviously gross misplacement of the decimal point in the rate, the line item total as quoted shall govern, and the rate will be corrected.</li> <li>• Where there is an error in the total of the Prices, either as a result of other corrections required by this checking process or in the <i>bidder's</i> addition of prices, the total of the Prices, if any, will be corrected.</li> <li>• The corrected price will be communicated to the bidder. The bidder may withdraw the tender but may not change the tendered price.</li> </ul>



	11	Reject a tender if the <i>bidder</i> does not accept the corrected total of the Prices (if any).
<b>Evaluating the tender</b>	12	Evaluate responsive tenders in accordance with the <i>procedure and criteria</i> stated in the Tender Data. The evaluated tender price will be disclosed only to the relevant Infraco tender committee and will not be disclosed to <i>bidders</i> or any other person.
<b>Clarification of a tender</b>	13	Obtain from a <i>bidder</i> clarification of any matter in the tender which may not be clear or could give rise to ambiguity in a contract arising from this tender if the matter were not to be clarified.
<b>Acceptance of tender</b>	14	Notify Broadband Infraco's acceptance to the successful <i>bidder</i> before the expiry of the <i>validity period</i> or agreed additional period. Providing the notice of acceptance does not contain any qualifying statements, it will constitute the formation of a contract between Broadband Infraco and the successful <i>bidder</i> .
<b>Notice to unsuccessful bidders</b>	15	After the successful <i>bidder</i> has acknowledged Broadband Infraco's notice of acceptance, notify other <i>bidders</i> that their tenders have not been accepted, following Infraco's current procedures.
<b>Prepare contract documents</b>	16	Revise the contract documents issued by Broadband Infraco as part of the <i>tender documents</i> to take account of <ul style="list-style-type: none"> <li>• Addenda issued during the tender period,</li> <li>• inclusion of some of the <i>tender returnable</i>, and</li> <li>• other revisions agreed between Broadband Infraco and the successful <i>bidder</i> before the issue of Broadband Infraco's notice of acceptance (of the tender).</li> <li>• The schedule of deviations attached to the form of offer and acceptance, if any.</li> </ul>
<b>Issue final contract</b>	17	Issue the final contract documents to the successful <i>bidder</i> for acceptance within one week of the date of Broadband Infraco's notice of acceptance.
<b>Sign Form of Agreement</b>	18	Arrange for authorised signatories of both parties to complete and sign the original and one copy of the Form of Agreement within two weeks of the date of Broadband Infraco's notice of acceptance of the tender. If either party requires the signatories to initial every page of the contract documents, the signatories for the other party comply with the request.
<b>Complete Adjudicator's Contract</b>	19	Unless alternative arrangements have been agreed, arrange for both parties to complete, and sign the Form of Agreement and Contract Data for the NEC Adjudicator's Contract with the selected adjudicator.
<b>Provide copies of the contracts</b>	20	Provide to the successful <i>bidder</i> the number of copies stated in the Tender Data of the signed copy of the contracts within three weeks of the date of Broadband Infraco's acceptance of the tender.

## ANNEXURE C

### 1. BID EVALUATION METHODOLOGY

The Evaluation will be done in three (3) phases, as follows:

#### 1.1 PHASE 1 – INTERVIEW

Bidders are to provide detailed CV's for the proposed candidates. The HR department will conduct the shortlisting and interview process.

**NOTE: CV's to be emailed directly to [Kinsely.Moyakamela@infraco.co.za](mailto:Kinsely.Moyakamela@infraco.co.za)**

#### 1.2 PHASE 2 – MANDATORY ADMINISTRATIVE REQUIREMENTS (GATEKEEPERS)

Below is a list of mandatory requirements bidder/s must include in their response/s:

1.2.1 Completion and submission of SBD 1 - Annexure	Comply	Not comply
Bidders must provide completed SBD 4 – “Declaration of interest”.		
Substantiate/Comment		
1.2.2 Completion and submission of SBD 4 - Annexure F	Comply	Not comply
Bidders must provide completed SBD 4 – “Declaration of interest”.		
Substantiate/Comment		
1.2.3 Completion and submission of SBD 6.1 - Annexure G	Comply	Not comply
Bidders must provide completed SBD 6.1 – “Preference Points Claim Form in terms of the preferential procurement regulations 2017”		
Substantiate/Comment <i>(please indicate if portion of the contract will be subcontracted and what % will it be)</i>		
1.2.4 National Treasury Central Supplier Database (CSD)	Comply	Not comply
With effect from 1 April 2016, Accounting Officers and Accounting Authorities may not award any bid to a supplier/service provider not registered as a prospective supplier on the National Treasury's Central Supplier Database. Please attach the full report of the Central Supplier Database (CSD) from National Treasury to the bid response. Please provide proof of registration with National Treasury.		
Substantiate/Comment		

<b>1.2.5 South African Revenue Services Certificate</b>	<b>Comply</b>	<b>Not comply</b>
Bidder is required to submit an authorisation PIN as provided by the tax authority as verification information to be used by Broadband Infraco to validate SARS matters on website.		
Substantiate/Comment		

Table 2 : Mandatory requirements

### 1.3 PHASE 2 – COMMERCIAL EVALUATION

Bidders will be evaluated for Price and BBBEE as the table below on 80/20 preference point systems.

COMMERCIAL EVALUATION	
CRITERIA/S	WEIGHT
Price	80
Broad Based Black Economic Enterprise (BBBEE) – Valid Certificate	20
<b>TOTAL COMMERCIAL EVALUATION</b>	<b>100</b>

Table 3: Commercial Evaluation

#### 1.3.1 PRICE EVALUATION

The 80/20 preference point systems will be applied:

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

**80/20**

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

**Where**

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

#### 1.3.2 Broad Based Black Economic Empower (BBBEE) (20/10)

A maximum of 20 preference points is allocated for B-BBEE Status Level of contribution:

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

1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

*Table 4: BBBEE points allocation*

- Broadband Infraco endeavours to conduct business with BBBEE Level 1- 4 service providers in effort to improve the BBBEE status level.
- Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates. EMEs can also submit certified affidavit as prescribed by DTI.
- Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their **consolidated** B-BBEE status level certificate.
- A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.

- A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**ANNEXURE D**  
**(TENDER RETURNABLES CHECKLIST)**

Supplier: .....

Bid Number: **INF/TEN:0293**

Item Number	DESCRIPTION	YES	NO
<b>Administrative requirements</b>			
1.	Full copy of submission on USB (CD disk <b>NOT</b> allowed)		
2.	1 tender hard copy, (1 original, copy not required)		
3.	Pricing schedule		
<b>General data</b>			
4.	Company profile covering all the administrative, technical and functionality requirements of the bid		
5.	Completion and submission of All SBD Documents		
6.	Valid SARS Tax clearance authorisation PIN as provided by the tax authority to each bidder.		
7.	Shareholding and Directors percentage ownership		
8.	Signed confidentiality agreement		
9.	Acceptance of validity of tender – 120 days from closing of bid		
10.	No bid will be awarded to a person or company who has been listed in the National treasury lists of restricted service provider/suppliers as updated by National treasury.		
11.	With effect from 1 April 2016, Accounting Officers and Accounting Authorities may not award any bid to a supplier/service provider not registered as a prospective supplier in the National Treasury's Central Supplier Database. Please attach full Central Supplier Database (CSD) report from National Treasury as part of the bid response.		
12.	Mandatory section – Table 4		
<b>B-BBEE</b>			
13.	Valid B-BBEE status certificate from accredited verification agencies, accounting officers or accredited auditors, Sworn affidavits for QSEs and EMEs.		
<b>Technical requirements</b>			
14.	Relevant industry certification documents		
15.	List of contactable references, as per table x		

**Table 7: Tender returnable**

**ANNEXURE E**

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT  
“Agreement”**

**Between**

**BROADBAND INFRACO SOC LIMITED**

**And**

---

**[NAME OF OTHER PARTY]**

## THE PARTIES TO THIS AGREEMENT ARE: -

- I. **BROADBAND INFRACO SOC LIMITED** a company incorporated under the laws of the Republic of South Africa, having its registered office at Country Club Estate, building 9, 21 Woodlands Drive, Woodmead, Sandton, Republic of South Africa, with registration number 1989/001763/07 [hereinafter referred to as the “Disclosing Party”).
- II. **NAME OF OTHER PARTY** a company incorporated under the laws of [insert name of country], having its registered office at [registered address], Republic of South Africa, with registration number [insert registration number] [hereinafter referred to as the “Receiving Party”).

Hereinafter individually referred to as a “Party” and jointly as the “Parties”.

## NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

- 1.1 The Disclosing Party intends providing the Receiving Party with certain information relating to the Disclosing Party for tendering for – **PROPOSALS FOR A COMPANY SECRETARY TO BROADBAND INFRACO SOC LIMITED FOR A PERIOD OF (12) TWELVE MONTHS**
- 1.2 The parties wish to record the terms and conditions upon which the Disclosing Party shall disclose Confidential Information to the Receiving Party, which terms and conditions shall constitute a binding and enforceable Agreement between the parties and their agents.
- 1.3 Notwithstanding the date of signature hereof, this agreement shall be binding upon the parties with effect from the date upon which the Disclosing Party shall have disclosed any Confidential Information to the Receiving Party, whichever date is the earliest.
- 1.4 Neither this Agreement nor the exchange of information contemplated hereby shall commit either party to continue discussions or to negotiate, or to be legally bound to any potential business relationship. The parties shall only be bound to a business relationship by way of a further definitive written Agreement signed by the Parties.
- 1.5 The party disclosing the Confidential Information shall be known as the “**Disclosing Party**” and the party receiving Confidential Information shall be known as the “**Receiving Party**”.

## 2. THE CONFIDENTIAL INFORMATION

“**Confidential Information**” shall for the purpose of this Agreement include, without limitation, any technical, commercial or financial information, know-how, trade secrets, processes, machinery, designs, drawings, technical specifications and data relating to the Project (including, but not limited to, the information set out in 1.1 above) in whatever form, relating to the disclosing Party's business practices or the promotion of the disclosing Party's business plans, policies or practices, which information is communicated to the receiving Party, or otherwise acquired by the Receiving Party from the Disclosing Party, during the course of the Parties' commercial interactions, discussions and negotiations with one another, whether such information is formally designated as confidential or not.



### 3. DISCLOSURE OF CONFIDENTIAL INFORMATION

- 3.1 The Disclosing Party shall only disclose the Confidential Information to the Receiving Party to the extent deemed necessary or desirable by the Disclosing Party in its discretion.
- 3.2 The Parties acknowledge that the Confidential Information is a valuable, special, and unique asset proprietary to the Disclosing Party.
- 3.3 The Receiving Party agrees that it will not, during or after the course of its relationship with the disclosing party under this agreement and/or the term of this Agreement, disclose the Confidential Information to any third party for any reason or purpose whatsoever without the prior written consent of the Disclosing Party and to the extent of such authorisation, save in accordance with the provisions of this Agreement. In this Agreement “**third party**” means any party other than the Receiving and Disclosing Parties or their Representatives.
- 3.4 Notwithstanding anything to the contrary contained in this Agreement the Parties agree that the Confidential Information may be disclosed by the Receiving Party to its respective employees, agents, officers, directors, subsidiaries, associated companies, shareholders and advisers (including but not limited to professional financial advisers, legal advisers and auditors) ("Representatives") on a need-to-know basis and for the purposes of the Project; provided that the Receiving Party takes whatever steps are necessary to procure that such Representatives agree to abide by the terms of this Agreement to prevent the unauthorized disclosure of the Confidential Information to third parties. For purposes of this clause, the Receiving Party's Representatives shall be deemed to be acting, in the event of a breach, as the Receiving Party's duly authorized agents.
- 3.5 Except as otherwise contemplated in this Agreement, the Parties agree in favor of one another not to utilize, exploit or in any other manner whatsoever use the Confidential Information disclosed pursuant to the provisions of this Agreement for any purpose whatsoever other than the Project without the prior written consent of the Disclosing Party.
- 3.6 Accordingly, the Receiving Party agrees to indemnify, defend and hold the Disclosing Party harmless from and against any and all suits, liabilities, causes of action, claims, losses, damages, costs (including, but not limited to, cost of cover, reasonable attorneys' fees and expenses), or expenses of any kind (collectively, "Losses") incurred or suffered by the Disclosing Party and/or its Representatives arising from or in connection with the Receiving Party's unauthorized use or disclosure of the Disclosing Party's Confidential Information in violation of the Agreement.

### 4. TITLE

All Confidential Information disclosed by the Disclosing Party to the Receiving Party is acknowledged by the Receiving Party to be proprietary and the exclusive property of the Disclosing Party. This Agreement shall not confer any rights of ownership or license on the Receiving Party of whatever nature in the Confidential Information.

**5. RESTRICTING ON DISCLOSURE AND USE OF THE CONFIDENTIAL INFORMATION**

5.1 The Receiving Party undertakes not to use the Confidential Information for any purpose other than:

5.1.1 the Project; and

5.1.2 in accordance with the provisions of this Agreement.

**6. STANDARD OF CARE**

The Receiving Party agrees that it shall protect the Confidential Information disclosed pursuant to the provisions of this Agreement using the same standard of care that it applies to safeguard its own proprietary, secret or Confidential Information but no less than a

reasonable standard of care, and that the Confidential Information shall be stored and handled in such a way as to prevent any unauthorised disclosure thereof.

**7. RETURN OF MATERIAL CONTAINING OR PERTAINING TO THE CONFIDENTIAL INFORMATION**

7.1 The Disclosing Party may, at any time, and in its sole discretion request the Receiving Party to return any material and/or data in whatever form containing, pertaining to or relating to Confidential Information disclosed pursuant to the terms of this Agreement and may, in addition request the Receiving Party to furnish a written statement to the effect that, upon such return, the Receiving Party has not retained in its possession, or under its control, either directly or indirectly, any such material and/or data.

7.2 If it is not practically able to do so, the Receiving Party shall destroy or ensure the destruction of all material and/or data in whatever form relating to the Confidential Information disclosed pursuant to the terms of this Agreement and delete, remove or erase or use best efforts to ensure the deletion, erasure or removal from any computer or database or document retrieval system under its or the Representatives' possession or control, all Confidential Information and all documents or files containing or reflecting any Confidential Information, in a manner that makes the deleted, removed or erased data permanently irrecoverable. The Receiving Party shall furnish the Disclosing Party with a written statement signed by one of its directors or duly authorized senior officers to the effect that all such material has been destroyed.

7.3 The Receiving Party shall comply with any request by the Disclosing Party in terms of this clause, within 7 (seven) business days of receipt of any such request.

**8. EXCLUDED CONFIDENTIAL INFORMATION**

The obligations of the Receiving Party pursuant to the provisions of this Agreement shall not apply to any Confidential Information that:

- 8.1 is known to, or in the possession of the Receiving Party prior to disclosure thereof by the Disclosing Party.
- 8.2 is or becomes publicly known, otherwise than because of a breach of this Agreement by the Receiving Party.
- 8.3 is developed independently of the Disclosing Party by the Receiving Party in circumstances that do not amount to a breach of the provisions of this Agreement.
- 8.4 is disclosed by the Receiving Party to satisfy an order of a court of competent jurisdiction or to comply with the provisions of any law or regulation in force from time to time; provided that in these circumstances, the Receiving Party shall advise the Disclosing Party to take whatever steps it deems necessary to protect its interests in this regard and provided further that the Receiving Party will disclose only that portion of the Confidential Information which it is legally required to disclose and the Receiving Party will use its reasonable endeavours to protect the confidentiality of such Confidential Information to the greatest extent possible in the circumstances;
- 8.5 is disclosed to a third party pursuant to the prior written authorisation and limited to the extent of such approval of the Disclosing Party.
- 8.6 is received from a third party in circumstances that do not result in a breach of the provisions of this Agreement.

## **9. TERM**

This Agreement shall commence upon the date referred to in paragraph 1.3 and shall endure for a period of 2 (two) years after the date of termination of the relationship between the parties referred to herein.

## **10. ADDITIONAL ACTION**

- 10.1 Each Party to this Agreement shall execute and deliver such other documents and do such other acts and things as may be reasonably necessary or desirable to give effect to the provisions of this Agreement.
- 10.2 Nothing contained in the Agreement shall be construed as creating an obligation on the part of either Party to refrain from entering a business relationship with any third party. Nothing contained in the Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the Parties. Except as specified herein, neither Party shall have the right, power, or implied authority to create any obligation or duty (express, implied or otherwise) on behalf of the other Party. For the avoidance of doubt, nothing in this Agreement shall oblige either of the Parties to enter into any agreements or transactions whatsoever.

## **11. BREACH**

In the event that the Receiving Party should breach any of the provisions of this Agreement and fail to remedy such breach within seven (7) business days from date of a written notice to do so, then the Disclosing Party shall be entitled to invoke all remedies available to it in law including, but not limited to, the institution of urgent

proceedings as well as any other way of relief appropriate under the circumstances, in any court of competent jurisdiction, in the event of breach or threatened breach of the Agreement and/or an action for damages.

## **12. AMENDMENTS**

No amendment, interpretation, or waiver of any of the provisions of this Agreement shall be effective unless reduced in writing and signed by the duly authorised representatives of both Parties.

## **13. ENFORCEMENT**

The failure or delay by the Disclosing Party to enforce or to require the performance at any time of any of the provisions of this Agreement shall not be construed to be a waiver of such provision and shall not affect either the validity of this Agreement or any part hereof or the right of the Disclosing Party to enforce the provisions of this Agreement.

## **14. HEADINGS**

The headings of the clauses of this Agreement are used for convenience only and shall not affect the meaning or construction of the contents of this Agreement.

## **15. REPRESENTATIONS & WARRANTIES**

15.1 Each Party represents that it has authority to enter into this Agreement and to do all things necessary to procure the fulfilment of its obligations in terms of this Agreement.

15.2 The Disclosing Party warrants that disclosure of the Confidential Information to the Receiving Party:

15.2.1 will not result in a breach of any other Agreement to which it is a party; and

15.2.2 will not, to the best of its knowledge and belief, infringe the rights of any third party; and the Disclosing Party hereby indemnifies and holds the Receiving Party harmless against any liability for third party claims on such a basis.

## **16. ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements between the Parties, whether written or oral, with respect to the subject matter of this Agreement.

## **17. GOVERNING LAW**

This Agreement and the relationship of the Parties in connection with the subject matter of this Agreement and each other shall be governed and determined in accordance with the laws of the Republic of South Africa.

## **18. DOMICILIA AND NOTICES**

18.1 The Parties hereby choose *domicilium citandi et executandi* ("domicilium") for all purposes under the Agreement the addresses set out below:

PARTY	PHYSICAL ADDRESS	POSTAL ADDRESS	TELEPHONE NO.	CONTACT PERSON
BROADBAND INFRACO STATE OWNED COMPANY LIMITED	COUNTRY CLUB ESTATE, BUILDING 9, 21 WOODLANDS DRIVE, WOODMEAD, SANDTON	POSTNET Suite 321, Private Bag X26, Sunninghill, 2157	011 235-1616	ZANELE SIBIYA
INSERT PARTICULARS OF OTHER PARTY				

18.2 Any notice given by one party to the other is deemed to have been received by the addressee:

18.2.1 on the date on which the same was delivered to the addressee's address if delivered by hand; or

18.2.2 on the seventh calendar day after the date of posting if sent by pre-paid registered post to the addressee's address; or

18.2.3 on despatch, if sent to the addressee's then telefax number.

18.3 A party may change that party's address for this purpose, by notice in writing to the other party, such a change of address being effective seven days after the deemed receipt by the addressee of such written notice, provided that the changed address must be a physical address. A notice will also be necessary in respect of new or changed telefaxes number.

## 19. SEVERABILITY

In the event of any one or more of the provisions of this Agreement being held for any reason to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions was not a part of this Agreement, and this Agreement shall be carried out as nearly as possible in accordance with its original terms and intent.

## 20. ASSIGNMENT

20.1 Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written consent of the other Party.

20.2 This Agreement shall be binding on and shall inure for the benefit of the successors and permitted assigns and personal representatives (as the case may be of the parties).

## 21. PUBLICITY

Neither party will make or issue any formal or informal announcement or statement to the press or any third party in connection with this Agreement without the prior written consent of the other Party.

SIGNED by the Parties and witnessed on the following dates and at the following places respectively:

**SIGNED** at \_\_\_\_\_ on \_\_\_\_\_

**AS WITNESS:**

For: **BROADBAND INFRACO SOC  
LIMITED**

\_\_\_\_\_

\_\_\_\_\_

DULY AUTHORISED

\_\_\_\_\_  
(NAME OF WITNESS IN PRINT)

\_\_\_\_\_  
[SPECIFY FULL NAME OF SIGNATORY]

**SIGNED** at \_\_\_\_\_ on \_\_\_\_\_

**AS WITNESS:**

For: **[NAME OF OTHER PARTY]**

\_\_\_\_\_

\_\_\_\_\_

DULY AUTHORISED

\_\_\_\_\_  
(NAME OF WITNESS IN PRINT)

\_\_\_\_\_  
[SPECIFY FULL NAME OF SIGNATORY]

## STANDARD BIDDING DOCUMENT 1 (SBD 1) - PART A: INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF BROADBAND INFRACO (SOC) LTD</b>					
BID NUMBER:	<b>INF/TEN:0293</b>	CLOSING DATE:	<b>08 September 2022</b>	CLOSING TIME:	<b>12H00 NOON</b>
DESCRIPTION	<b>INVITATION TO SUBMIT: PROPOSALS FOR A COMPANY SECRETARY TO BROADBAND INFRACO SOC LIMITED FOR A PERIOD OF (12) TWELVE MONTHS</b>				

BID RESPONSE DOCUMENTS SHALL BE SUBMITTED TO TENDER BOX .

<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX CLEARANCE PIN NUMBER					
	TCS PIN:		<b>OR</b>	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
	<input type="checkbox"/>	NAME:			
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs&amp; QSEs) SHALL BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					

<p><b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b></p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p><b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b></p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ANSWER PART B:3 BELOW]</p>
<p><b>SIGNATURE OF BIDDER</b></p>	<p>.....</p>	<p><b>DATE</b></p>	
<p><b>CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</b></p>			



## PART B: TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>								
<p>1.1. BIDS SHALL BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS SHALL BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS SHALL REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE SHALL BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE SHALL BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>								
<b>2. TAX COMPLIANCE REQUIREMENTS</b>								
<p>2.1 BIDDERS SHALL ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN 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.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY SHALL SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER AND PROOF SHALL BE PROVIDED.</p>								
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>								
<table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 20%; text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p><b>IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>	3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

## ANNEXURE F

### SBD 4

### BIDDER'S DISCLOSURE

#### 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<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of institution	State

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

- 2.2.1 If so, furnish particulars:

---

<sup>1</sup> 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.

- .....  
.....
- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

- 2.3.1 If so, furnish particulars:  
.....

### **3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this 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;
- 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<sup>2</sup> 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.
- 3.4 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.
- 3.5 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.
- 3.6 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.

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<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

I 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

.....  
Date

.....  
Position

.....  
Name of bidder

## ANNEXURE G

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

#### 1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

#### 2. DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in

terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

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

### 3. **POINTS AWARDED FOR PRICE**

#### 3.1 **THE 80/20 PREFERENCE POINT SYSTEMS**

A maximum of 80 points is allocated for price on the following basis:  
**80/20**

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

Where

- $P_s$  = Points scored for price of bid under consideration
- $P_t$  = Price of bid under consideration
- $P_{\min}$  = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

## 5. SUB-CONTRACTING

5.1 Will any portion of the contract be sub-contracted? (**Tick applicable box**)

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

5.2 If yes, indicate:

- What percentage of the contract will be sub-contracted?

.....%

- The name of the sub-contractor.....
- The B-BBEE.....status level of the...Sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(**Tick applicable box**)

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**6. DECLARATION WITH REGARD TO COMPANY/FIRM**

- a) Name of company/firm.....
- b) VAT registration number.....
- c) Company registration number.....
- d) TYPE OF COMPANY/ FIRM.

☐ Partnership/Joint Venture / Consortium

☐ One-person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty)

Limited [TICK

APPLICABLE

BOX]

**6.2 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

.....

**6.3 COMPANY CLASSIFICATION**

☐ Manufacturer

☐ Supplier

☐ Professional service provider

☐ Other service providers, e.g. transporter,  
etc. [TICK APPLICABLE BOX]

**6.4** Total number of years the company/firm has been in business.....

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

- i) The information furnished is true and correct.



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

(a) disqualify the person from the bidding process

(b) recover costs, losses, or damages it has incurred or suffered because of that person's conduct.

(c) cancel the contract and claim any damages which it has suffered because of having to make less favourable arrangements due to such cancellation.

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>	
DATE:	.....
ADDRESS	.....
	.....
	.....

<p>WITNESSES</p>	
1.	.....
2.	.....

## Annexure H- Terms of reference





## JOB PROFILE

### 1. POSITION DETAIL

<b>CURRENT JOB TITLE</b>	Company Secretary	<b>JOB GRADE</b>	E1
<b>PROPOSED JOB TITLE</b>			
<b>JOB CODE</b>	SEC/120		
<b>DEPARTMENT</b>	CEO's Office		
<b>DATE REVIEWED</b>	24 April 2014		
<b>LOCATION</b>	Country Club Estate, Woodmead		
<b>EMPLOYMENT STATUS</b>	Permanent		
<b>PURPOSE STATEMENT</b>			
To provide corporate governance and company secretariat functions to Broadband Infracore and render an effective one stop service to the Board of Directors and all Board committees. Responsible to the Board for all Secretarial and Statutory functions and duties within the organisation as required by the Companies Act, corporate governance guidelines, best practices (industry and international), and other statutes and by-laws.			
<b>POSITION IN THE ORGANISATION</b>			
<b>2ND LINE MANAGER (2<sup>ND</sup> LEVEL)</b>	Board		
<b>1<sup>ST</sup> LINE MANAGER (1<sup>ST</sup> LEVEL)</b>	Chairperson (Functional) CEO (administratively)		
<b>POSITION</b>	Company Secretary		
<b>SUBORDINATE (1<sup>ST</sup> LEVEL)</b>	Manager; Secretariat, Committee Secretariat, Secretariat Administrator		
<b>SUBORDINATE (2<sup>ND</sup> LEVEL)</b>	N/A		
<b>SUBORDINATE POSITIONS</b>			
<i>Please provide job titles of subordinates and total number of employees per job title (organogram can be inserted)</i>			
First level subordinates:			
<ul style="list-style-type: none"> <li>3</li> </ul>			

## 2. POSITION DESCRIPTION

MAIN OUTPUTS AND RESPONSIBILITIES FOR THIS POSITION – <i>(Please provide a short description under each heading/output)</i>	TIME SPENT
<p><b>1.Strategic Role</b></p> <ul style="list-style-type: none"> <li>• Participate and give input in the development of the Company governance strategy.</li> <li>• Provide Board of Directors with guidance to discharge their duties, and responsibilities in the best interest of the company.</li> <li>• Remain the source of advice to the Board and within the company on matters of ethics and good governance.</li> <li>• Ensure that the Board is aware of any new laws relevant to or any changes in the legislation that might affect the operations of the organization.</li> <li>• Report to the Board any non-compliance with Memorandum of Incorporation (MOI) or regulations by the organization.</li> <li>• Facilitate the evaluation of the Board committees and Directors.</li> <li>• Ensure the preparation and distribution of the organisation's Annual Financial Report to relevant parties.</li> </ul>	15%
<p><b>2. Stakeholder management and Communication</b></p> <ul style="list-style-type: none"> <li>• Assist the Chairman and the CEO with the compilation of the annual calendar and the approved plan and ensure timeous circulation to Board members.</li> <li>• Convene and communicate the Annual General Meeting dates and facilitate proceedings of the Board and other committees such as HRRC, Social Ethics, Tender &amp; Procurement, Audit and Risk &amp; Compliance.</li> <li>• Ensure the Board receives information required to make informed and effective decisions.</li> <li>• Communicate Board's decisions to the sub-committees, EXCO and BBI.</li> <li>• Resolve shareholders queries and embrace shareholder relations.</li> <li>• Act as an Information Officer and liaise between the Shareholders, the Board and the Portfolio Committee and provide all information that is required.</li> <li>• Manage company reputation by acting as a liaison between BBI and other third parties pertaining company information.</li> <li>• Prepare submissions to DPE, Treasury and other national departments as and when required.</li> </ul>	15%

MAIN OUTPUTS AND RESPONSIBILITIES FOR THIS POSITION – (Please provide a short description under each heading/output)	TIME SPENT
<p><b>3.Ensure adherence to Corporate Governance</b></p> <ul style="list-style-type: none"> <li>• Advise and support the Board and its sub-committees in the effective governance of the Company (PFMA, Companies Act, King III and other applicable legislation)</li> <li>• Remain vigilant and watch whether the Board is acting in the best interest of the Company and advice on mitigating actions.</li> <li>• Manage conflict of interest and be the custodian of the Code of Ethics policy approved by the Board.</li> <li>• Develop a mechanism to cascade the process by facilitating workshops to promote awareness of the policy by all employees within the organization.</li> <li>• Monitor progress and report on the effectiveness of the process and adherence thereto.</li> <li>• Promote transparency, responsibility, fairness and accountability within the Board and all associated sub-committees of the Board.</li> <li>• Devise and develop a mechanism that eliminates any deviations from the stipulations of the Companies Act.</li> <li>• Provide corporate governance input pertaining to the status of shareholding, and conducting corporate governance risk analyses.</li> <li>• Support EXCO and Board accounting processes such as audit queries, PFMA requirements and reporting on the regulators activities and budget reviews. Develop a mechanism to cascade the process by facilitating workshops to promote awareness of the policy by all employees within the organization.</li> <li>• Monitor progress and report on the effectiveness of the process and adherence thereto.</li> <li>• Promote transparency, responsibility, fairness and accountability within the Board and all associated sub-committees of the Board.</li> <li>• Devise and develop a mechanism that eliminates any deviations from the stipulations of the Companies Act.</li> <li>• Provide corporate governance input pertaining to the status of shareholding, and conducting corporate governance risk analyses.</li> <li>• Support EXCO and Board accounting processes such as audit queries, PFMA requirements and reporting on the regulators activities and budget reviews.</li> </ul>	15%
<p><b>4. Provision of Secretariat and chief administrator duties.</b></p> <ul style="list-style-type: none"> <li>• Perform the secretariat role to EXCO, the Board and sub-committees of the Board, and ensure they have Terms of Reference (ToR) aligned to rules and regulations that exist.</li> </ul>	15%

MAIN OUTPUTS AND RESPONSIBILITIES FOR THIS POSITION – <i>(Please provide a short description under each heading/output)</i>	TIME SPENT
<ul style="list-style-type: none"> <li>• Ensure that minutes of Shareholders, the Board, EXCO and any other committees of the Board are properly recorded and circulated in a timely manner.</li> <li>• Effective management and administration of Board meetings.</li> <li>• Design the Board agenda to be relevant and pertinent to the organisation's business imperatives.</li> <li>• Proper recording, approval and circulation of minutes.</li> <li>• Develop and manage the Secretariat manual.</li> <li>• Coordination and administration related to Board resolutions and follow up actions.</li> <li>• Coordinate the preparation and approval of the Annual Report for BBI including publishing of the document.</li> <li>• Develop a structure to ensure that the Board obtains information that is filtered to it from subsidiaries in management, and that decisions made by the Board are filtered down to management and subsidiaries.</li> <li>• Management of records by remaining the custodian of all Board information and register all submissions relating to the PFMA, strategic correspondence and submissions to shareholders and stakeholders (DPE, IDC, Financial institutions, Parliamentary Committee, general public, etc.</li> <li>• Submit Applications for National Treasury and ensure they comply with Government statutes e.g. Section 54.</li> </ul> <p><b>5. Lead and manage staff</b></p> <ul style="list-style-type: none"> <li>• Assess the specific training needs of the Board members and the Executive management in their fiduciary and other governance responsibilities.</li> <li>• Inform Shareholders of any skills gaps identified on the Board.</li> <li>• Orientation and Induction of the Board.</li> <li>• Provide ongoing training and development of the Board.</li> <li>• Ensure that sufficient staff is available and properly trained.</li> <li>• Recruit staff members for the division.</li> <li>• Prepare performance management contracts on an annual basis.</li> <li>• Provide coaching, mentoring and guidance to reporting staff.</li> <li>• Identify any training requirements of reporting staff and ensure that these requirements are met.</li> <li>• Guide staff in career development.</li> <li>• Address any disciplinary issues.</li> <li>• Create succession plans for direct reporting staff.</li> <li>• Ensure that managers' skills are updated regularly.</li> </ul>	<p>10%</p>



MAIN OUTPUTS AND RESPONSIBILITIES FOR THIS POSITION – <i>(Please provide a short description under each heading/output)</i>	TIME SPENT
<p><b>6. Financial Management</b></p> <ul style="list-style-type: none"> <li>• Develop and manage budget for the department including the Board.</li> <li>• Ensure compliance to PFMA, Treasury regulations, Procurement and Supply chain management.</li> <li>• Review the budget and management of labour cost.</li> </ul>	5%
<p><b>7. Compliance</b></p> <ul style="list-style-type: none"> <li>• Ensure compliance and alignment with relevant legal requirements affecting BBI's environment with reference to King III, Company's Act, etc.</li> <li>• Liaise with external stakeholders (regulators and auditors) pertaining to statutory compliance.</li> <li>• Source of guidance and advisory role to the Board on legislation and governance issues.</li> <li>• Coordination of BBI's decision making and reporting processes (Delegation of Authority matrix)</li> <li>• Develop and implement Secretariat Policies, procedures and processes</li> <li>• Coordinate and manage Risk and Audit queries</li> <li>• Ensure alignment to best practice</li> <li>• Ensure that general declarations of interests register conflicts of interest and gift registries are documented and kept up to date.</li> </ul>	15%
<p><b>8. Reporting</b></p> <ul style="list-style-type: none"> <li>• Submission of statutory reports and shareholder compact timeously.</li> <li>• Safe keeping and Filing of Board resolutions sequentially and ensure accurate reflection and correspondence to the minutes.</li> <li>• Ensure each committee has a report to be tabled at the next meeting and ensure the Board engages properly.</li> </ul>	10%
<b>TOTAL</b>	<b>100 %</b>

### 3. JOB EVALUATION CRITERIA

A) KNOWLEDGE AND SKILLS	
FORMAL EDUCATION	<ul style="list-style-type: none"> <li>• Law Degree</li> <li>• Post graduate qualification preferably</li> </ul>
TECHNICAL/ LEGAL CERTIFICATION	<ul style="list-style-type: none"> <li>• CIS qualification</li> <li>• Training in corporate governance and business administration</li> </ul>
EXPERIENCE	<ul style="list-style-type: none"> <li>• 5 years' minimum relevant experience in a large/complex regulatory environment</li> <li>• 3 years legal background</li> <li>• 3 years management experience</li> </ul>

### 4. COMPETENCIES

COMPETENCIES		
KNOWLEDGE	SKILLS	ATTITUDES
Corporate Governance	Strategic Capability and Leadership	Shared values
Risk Management	People Management and Empowerment	Ability to motivate others
Business Acumen	Reporting	Influencing
Statutes	Change Management	Accountability
Board processes and procedures	Communication	Honesty and integrity
Financial management	Planning	Client Orientation and Customer Focused
Strategic Planning	Problem Solving and Analytical	
Business Acumen	Creativity and Innovation	
	Knowledge management	
Treasury Regulations, PFMA, Company's Act	Systems thinking	

### 5. OTHER SPECIAL REQUIREMENTS

- Willing to work irregular hours.



## B) DECISION MAKING

What are the most regular and complex challenges in the job? Please provide a couple of examples of regular problems that need to be resolved and not ad hoc scenarios or cases. Also indicate how these problems or challenges will be resolved.

Please name the resources utilised by the jobholder to solve problems or make decisions, e.g. the internet, manuals, policies, procedures, external resources, etc.

- Computer
- Software
- Vehicles
- Mobile phone
- Emails

Please provide the typical planning cycle of the job – macro as well as micro planning, e.g. macro – 3 – 5 years and micro – 1 year. Also provide examples to elaborate on the answer.

- Macro – 6-12months
- Micro – 3 – 5 years

How long will it normally take before the impact of the judgement calls made by the jobholder will be felt in the business?

- .immediately

What type of practices, procedures, policies, systems or outputs does the jobholder influence or change in his/her role– operational, tactical or strategic? Please apply the 60/40 rule and provide examples to elaborate on the answer.

- Strategic – 40%
- Tactical – 40%
- Operational – 20%

## C) ACCOUNTABILITY

What type of decisions can the jobholder take within his/her area of accountability and what type of decisions will typically be referred to the direct manager for sign off? Please provide a couple of examples of regular decisions/problem solving or judgement calls and not ad hoc scenarios or cases.

Jobholder accountability

- Act as EXCO and Board Secretary
- Management of meetings of EXCO, BOARD and sub-committees
- Communication in accordance with the Delegation of Authority
- Project Management

Referral to Line Manager for approval

- As per the Delegation of Authority

#### **D) COMMUNICATION**

Please provide examples on the context, range and complexity of subject matters being communicated by the jobholder as well as the context, format and process of communication used to reach the target audience. Please refer to both verbal and written communication.

(Concentrate on issues that make the communication process complex, e.g. communicating information to an audience that is not familiar with the concepts and technology, communicating to an audience that has their own opinions and the subject matter is of such a nature that no single interpretation can definitely be shown to be correct and the jobholder has to persuade the audience under these circumstances of what he/she thinks the best practice is, etc.)

- Verbal: - Media Relations, Political Relations, Stakeholder Relations
- Written: Publications, Media releases and Shareholder submissions

#### **APPROVED BY DIRECT LINE MANAGER**

Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / 20\_\_\_\_

#### **APPROVED BY DIVISIONAL HEAD**

Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / 20\_\_\_\_

#### **CONFIRMED BY INCUMBENT**

Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / 20\_\_\_\_

#### **VALIDATED BY HR EXECUTIVE / MANAGER: OD, LEARNING & PERFORMANCE**

Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / 20\_\_\_\_

#### Annexure L- Pricing Schedule

No.	Description	Total per month (Excl VAT)	Number of Months	Total for Twelve Months
1.	Company Secretary	R	12	R
2.	Management fee at ____%	R	12	R
	<b>Sub-Total before VAT</b>			R
	<b>VAT @15%</b>			R
	<b>Grand Total (Incl VAT)</b>			R

NOTE: CV's to be emailed directly to [Kinsely.Moyakamela@infraco.co.za](mailto:Kinsely.Moyakamela@infraco.co.za)

Tender documents to be dropped off at the tender box.