

|  |
| --- |
| **REQUEST FOR QUOTATIONS (RFQ)**  **RFQ NO: 008/2023/EWSS/VULNERABILITY/RFQ**  **APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A VAPT (VULNERABILITY ASSESSMENT & PENETRATION TESTING) EXERCISE** |

|  |  |
| --- | --- |
| **DESCRIPTION:** | Appointment Of a Service Provider To Conduct A VAPT (Vulnerability Assessment & Penetration Testing) Exercise |
| **DURATION OF CONTRACT:** | Once Off |
| **BRIEFING SESSION:** | N/A |
| **ISSUE DATE:** | 28 June 2023 |
| **CLOSING DATE:** | 10 July 2023 @ 11H00 a.m. |
| **BID VALIDITY PERIOD:** | 30 days |
| **ENQUIRIES:** | tenders06@tcta.co.za |
| **SUBMISSION OF PROPOSALS:** | tenders06@tcta.co.za |

|  |
| --- |
| **1. BACKGROUND** |
| In today’s competitive marketplace, companies cannot afford to lose time, money, or integrity of data due to security incidents. TCTA can suffer immeasurable loss if our data centre has a production outage as a result of a worm or virus, or if a hacker defaces TCTA’s website, or critical customer information is lost or stolen. As a result, TCTA should proactively guard against vulnerabilities & exploits within its information systems. Vulnerability Management & Testing Services are a critical process that needs to be followed to identify, assess, and respond to new threats before they become a reality.  The Internet has brought about new vulnerabilities and threats and these changes are detected daily. It is therefore necessary to conduct a vulnerability assessment and subsequent Penetration testing services on the Internal & External TCTA environment to provide due-diligence and ensure compliance with statutory requirements. |
| **2. SCOPE OF WORK** |
| TCTA seeks to appoint a service provider to conduct a VAPT (Vulnerability assessment and Pen Test subsequently as per the following scope of work: 2.3.1 Internal Network Security Assessment:  * **Network Access Control**   A security assessment of network level access control must be performed to ensure that appropriate network segmentation and filtering is implemented.   * **Identity Access Control**   The internal assessment must evaluate the level of access users have to network resources to ensure that appropriate controls are in place to strictly control user access.   * **Systems and Endpoint Security**   The internal assessment must evaluate the security posture of all network resources to ensure that systems and software are sufficiently secure. Endpoint devices must be assessed to ensure items such as antivirus, antispyware; on-host firewall, etc. are appropriately configured.   * **Breach And Attack Simulation (BAS)**   The internal assessment must evaluate simulations like Organization-wide security posture, MITRE ATT&CK Assessment, Ransomware, Compare Security Controls, SOC/SIEM/Incident response validations, etc…   * **Email Security Assessment**   The internal assessment must evaluate the security posture of exposed email addresses, impersonation attacks, malware attachments, spam etc…   * **Data Security Services**   The internal assessment must evaluate the security posture of all critical data and ensure that systems and data are secure.   * **Vulnerability Assessment and Management**   The internal security assessment must evaluate the effectiveness of Network security processes i.e. Host hardening, Patch management, etc   * **Active Directory Domain Passwords**   The internal security assessment must include a domain password audit to ensure that user and service accounts have appropriate password complexity settings.   * **CIS benchmark**   Perform a CIS Benchmark test creating baselines and allow for the necessary remediation thereof:   * Server 2016 * Server 2019 * Server 2022 * Windows 11 * **Digital Risk Protection and Adversary Disruption**   Perform digital threat monitoring and protection function including:   * Dark Web Monitoring * Brand and Domain Protection * Adversary Disruption * **Vulnerability Assessment Range** * Penetration testing should be performed to highlight the impact of the vulnerabilities identified. Against 11 VLANS on a /24 network.  2.3.2 External Network Security Assessment: Assess the security posture of the external facing entry points and advise of any loopholes that can be exploited via a breach.   * Web Servers External: <http://www.tcta.co.za> * Web Servers Internal: <https://intusr.tcta.co.za> |
| **3. DETAILED DESCRIPTION OF GOODS/SERVICES** |
| Bidder is expected to deliver the following:   * Executive Summary – a high level summary of results, recommendations, and overall security posture of the TCTA environment (Risk percentage against other industries of the same size) * Technical Findings – a detailed breakdown of discovered vulnerabilities, their probability of exploitation, potential impact, appropriate fix and recommendations. * Skills Transfer (Over the shoulder) |

|  |  |  |
| --- | --- | --- |
| **4. RETURNABLES** | | |
| **MANDATORY** | | **NON-MANDATORY** |
| **Company Experience:**   1. At least three (3) references, appointment letters or Purchase Orders to confirm that a similar project of this nature was carried out as described in the Scope of Work above: **NB:** Only signed PDF official document will be considered. 2. ISO 9000 & ISO 27001 certification. | | Copy of valid SANAS B-BBEE Verification certificate or sworn affidavit |
| Tax Compliance Status Pin |
| **Personnel Experience**  **ANNEXURE B** (Personnel Experience): Must be filled with a minimum of 3 projects of a similar nature as described in the Scope of Work above. | | Standard Bidding Documents (SBD 1, SBD 6.1, and SBD 7.2) |
| Fully completed and signed Standard Bidding Document & SBD 4 | | Company Registration Certificate (CIPC CoR 14.3) |
| **Any bidder who fails to submit a non-mandatory document will receive zero points where that document is linked to specific goals or functionality criteria. Any bidder who fails to submit a mandatory document or fully complete the required information on the mandatory documents will be disqualified at this stage and not be evaluated further** | | |
| **5. FUNCTIONALITY CRITERIA** | | |
| N/A | | |
| **SPECIFIC GOALS** | | |
| 1. **B-BBEE**   The following table will be used to calculate the score out of 20 for BBBEE:   * + 1. B-BBEE Status Level of Contributor Number of Points for bids evaluated using 80/20.  |  |  | | --- | --- | | **B-BBEE Status Level of Contributor** | **Number of Points** | | 1 | 20 | | 2 | 18 | | 3 | 14 | | 4 | 12 | | 5 | 8 | | 6 | 6 | | 7 | 4 | | 8 | 2 | | Non-compliant contributor | 0 |   **Any bidder who fails to meet the specific goals will not be disqualified from the process and will score 0 for specific goals.** | | |
| **PRICE** | | |
| |  |  |  |  | | --- | --- | --- | --- | | **PRICING SCHEDULE** | | | | | **Task No.** | **Task Description** | | **Amount** | | **1** | **Internal Network Security Assessment** |  | | | **2** | **External Network Security Assessment** |  | | | **3** |  |  | | | **4** |  |  | | | **Total Excluding Vat** | |  | | | **Vat @14%** | |  | | | **Disbursements** | |  | | | **Total** | |  | |   **Bidders are required to submit a comprehensive financial proposal in line with the deliverables on company letter head and SBD 3.3 as provided.**  TCTA will evaluate all Bid Submissions in terms of the Preferential Procurement Policy Framework Act, No.5 of 2000 (PPPFA).   * 1. **Price**      1. If the price offered by the highest scoring bidder is not market related, TCTA reserves the right not to award to that bidder in terms of its Procurement policies.      2. Price must be reflected Excluding and Including VAT.      3. All prices must include disbursements.      4. Prices must be firm and unconditional. Bids with conditional prices will not be acceptable and will be treated as such unless otherwise stipulated in TCTA’s standard conditions of bid. | | |
| **PREFERENTIAL POINTS** | | |
| **Preferential Points Calculation**The weighting of the Preferential points calculation is as follows: Price = 80  Specific Goals = 20  Bidder’s Score = 100 | | |
| **TERMS AND CONDITIONS** | | |
| **TCTA’S Standard Conditions of Bid shall apply to this bid. TCTA reserves the right to cancel or not to award this bid in accordance with its standard Conditions of Bid. Bidders can obtain TCTA’s standard conditions of bid upon request or on TCTA’s website.**  **Preferred bidder will be expected to conclude a Non-Disclosure Agreement (NDA) with TCTA prior to commencement of the project. Copy of the Draft NDA is attached for your reference.** | | |
| **ANNEXURES** | | |
| **A** | TCA NDA AGREEMENT | |
| **B** | PERSONNEL EXPERIENCE – CV TEMPLATE | |
| **C** | SBD 1 – INVITATION TO BID | |
| **E** | SBD 4 – BIDDERS DISCLOSURE | |
| **F** | SBD 6.1 – IN TERMS OF PPR 2022 | |
| **G** | SBD 7.2 – PURCHASE OF GOOD/WORKS | |

**ANNEXURE A**



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Between

**TRANS-CALEDON TUNNEL AUTHORITY**

and

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Insert full name of the Bidder)**

1. **Definitions and Interpretation**

In this Agreement, unless inconsistent with or otherwise indicated by the context:

1.1 the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:

1.1.1 “**Agreement**” means the confidentiality and non-disclosure agreement as set out herein;

1.1.2 **“Affiliates”** means, in relation to any person, all subsidiaries, the holding company and all other subsidiaries of the holding company of such person, together with any company, not being a subsidiary, in which that person directly or indirectly has a significant shareholding percentage;

1.1.3 **“Confidential Information”** means, without limiting the generality of the term, any of the following:

* + - 1. technical, scientific, commercial, financial or market information, customer lists, know-how or trade secrets;
      2. data concerning business relationships, samples, devices, demonstrations, processes or machinery;
      3. details of the Disclosing Party’s clients and prospects such as customers, marketing campaigns, usage rates and benefits; and
      4. all the other information in whatever form, whether or not subject to or protected by law or statutory laws relating to copyright, patent, trademarks, registered or otherwise disclosed or communicated to the Receiving Party or acquired by the Receiving Party from the Disclosing Party pursuant to this Agreement;
    1. “**Disclosing Party**” means TCTA;
    2. “**Parties**” means the parties to this Agreement and "***Party***" means either of them as the context may require; and
    3. “**Permitted Purpose**” means the purpose for which the Confidential Information has been disclosed, being the consideration,
    4. “**Project**” means Service to be provided in conducting A VAPT (Vulnerability Assessment & Penetration Testing) Exercise
    5. “**Receiving Party**” means, The Bidder and its duly authorised nominees receiving Confidential Information from the Disclosing Party; and
    6. “**TCTA**” means Trans-Caledon Tunnel Authority, established by Notice No. 2631 published in the Government Gazette No. 10545 dated 12 December 1986, as amended by Notice No. 277 published in the Government Gazette No. 21017 dated 24 March 2000, a major public entity listed as such in Schedule 2 of the Public Finance Management Act No 1 of 1999, as amended, in accordance with the laws of South Africa.

In this Agreement:

* 1. the Clause headings are for convenience and shall be disregarded in construing this Agreement;
  2. unless the context indicates a contrary intention, the singular shall include plural and *vice versa*;
  3. a natural person includes an artificial or juristic person and *vice versa*;

1. **Introduction**
   1. TCTA wishes to engage bidders for selection to conduct a vulnerability assessment and subsequent Penetration testing services on the Internal & External TCTA environment to provide due-diligence and ensure compliance with statutory requirements.
   2. For the above purpose, information of a secret and confidential nature will be disclosed (granting of access to TCTA Information and Data) by TCTA and as such, the Parties wish to record the terms and conditions upon which they are prepared to disclose such information.
   3. TCTA has agreed to disclose certain Confidential Information to the Receiving Party, for the Permitted Purpose only, subject to the Receiving Party providing TCTA with an undertaking to maintain the confidentiality of the Confidential Information, on the terms and conditions set out in this Agreement.
2. **RESTRICTIONS ON DISCLOSURE AND USE OF INFORMATION**
   1. The Receiving Party may disclose the Confidential Information only:
      1. to its partners, directors, officers, employees, agents, sub-contractors, affiliates and professional advisors and then only to such partners, directors, officers, employees, agents, sub-contractors, affiliates and professional advisors to whom such access is reasonably necessary, provided that such partners, directors, officers, employees, agents, sub-contractors and affiliates agree to be bound by the terms and conditions of this Agreement. For the purposes hereof, the parties’ affiliates shall be deemed to include any entity (whether or not incorporated) which carries on business, whether in South Africa or elsewhere, under a name which includes all or part of the parties’ name or is otherwise within (or associated or connected with an entity within), or is a correspondent firm of, the worldwide network of the parties’ firms;
      2. in relation to any claim or possible claim in connection with this Agreement, to its insurers and legal advisers, provided that such insurers and legal advisers agree to be bound by the terms and conditions of this Agreement.
   2. The Receiving Party agrees:
      1. not to disclose the Confidential Information to any third party for any reason or purpose whatsoever without the prior written consent of the Disclosing Party, save in accordance with the provisions of this Agreement;
      2. not to utilise, employ, or 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 for purposes of this Agreement without the prior written consent of the Disclosing Party; and
      3. that the unauthorised disclosure of the Confidential Information to a third party may cause irreparable loss, harm and damage to the Disclosing Party. Accordingly, the Disclosing Party holds the Receiving Party liable against any direct financial loss, action, expense, claim, harm or damage, of whatever nature, suffered or sustained by the Disclosing Party pursuant to a proven breach by the Receiving Party of the provisions of this Agreement.
   3. Unless the Parties agree in writing, any documentation or records relating to the Disclosing Party’s Confidential Information which comes into the possession of the Receiving Party from the Disclosing Party during the existence of this Agreement or any time thereafter:
      1. shall be deemed to form part of the Confidential Information of the Disclosing Party;
      2. shall be deemed to be the property of the Disclosing Party;
      3. shall not be copied, reproduced, published or circulated by the Receiving Party; and
      4. shall be surrendered to the Disclosing Party on written request, and in any event on the termination of this Agreement.
   4. The Receiving Party shall procure that any of its associates, employees, professional advisors, agents, consultants or other parties who may have the opportunity of receiving or having any access to any of the Confidential Information of the Disclosing Party are aware of and are bound by this Agreement. The Receiving Party agrees to use its best endeavours to procure that such associates, employees, professional advisors, agents, consultants and persons will be bound by this Agreement even after their relationship with the Receiving Party has been terminated.
3. **TITLE AND DURATION**
   1. All Confidential Information disclosed by the Disclosing Party to the Receiving Party is acknowledged by the Receiving Party:
      1. To be proprietary to the Disclosing Party; and
      2. Not to confer any rights of whatever nature in such Confidential Information to the Receiving Party.
   2. This Agreement shall remain in force until the assessment is completed.
4. **STANDARD OF CARE**
   1. The Receiving Party agrees to protect the Confidential Information using the same standard of care used to safeguard its own information of a confidential nature and that the Confidential Information shall be stored and handled in such a way as to prevent any unauthorised disclosure thereof.
5. **PERMITTED DISCLOSures** 
   1. The Receiving Party shall, subject to the provisions of clause 6.4, be entitled to disclose the Confidential Information to permitted recipients, as per clause 3.1.1, but only to the extent that such disclosure is necessary for the Permitted Purpose and exclusively on a “need to know” basis.
   2. The Receiving Party shall inform all permitted recipients of, and take all reasonable steps to impress upon them, the secret and confidential nature of the Confidential Information and the Receiving Party’s obligations under this Agreement.
   3. The Receiving Party shall be responsible for procuring that the permitted disclosures abide by the confidentiality undertakings given to TCTA by the Receiving Party in this Agreement. The Receiving Party shall be responsible and liable for any breach of the terms of this Agreement by any permitted recipients.
   4. The Receiving Party shall, prior to disclosing the Confidential Information to any of its attorneys, accountants, insurers, funders or other advisors, and without detracting from the Receiving Party's other obligations in terms of this Agreement, procure that the relevant attorneys, accountants, insurers, funders or other advisors give a written undertaking in favour of TCTA in regard to the Confidential Information, per Annexure 1 attached,
6. **EXCLUDED INFORMATION**
   1. The obligations of the Receiving Party pursuant to the provisions of this Agreement shall not apply to any information that:
      1. is known to or in possession of the Receiving Party prior to disclosure thereof by TCTA;
      2. is or becomes publicly known, otherwise than pursuant to breach of this Agreement by the Receiving Party;
      3. is acquired independently of TCTA by the Receiving Party in circumstances that do not amount to a breach of the provisions of this Agreement;
      4. is disclosed by the Receiving Party to satisfy the order of a court of competent jurisdiction or to comply with the provision of any law or regulation in force from time to time or to comply with any rule or directive of a governmental or regulatory authority, or a professional body to which the Receiving Party (or its affiliates or their respective members), its members or employees belong; provided that in these circumstances, the Receiving Party shall advise TCTA if possible and if permitted by law to take whatever prior actions to limit such disclosure to enable TCTA to take whatever steps it deems necessary to protect its interest in this regard; provided further that the Receiving Party will disclose only that portion of the information which it is legally required to disclose and the Receiving Party will use its reasonable endeavours to protect the confidentiality of such information to the widest extent possible in the circumstances;
      5. is disclosed to a third party pursuant to the prior written authorisation of TCTA; and / or
      6. is received by the Receiving Party in good faith from a third party in circumstances that do not amount to a breach of the provisions of this Agreement or to a breach by the third party or any undertaking it may have made to a Party to this Agreement in relation to such Confidential Information; and/or
      7. is or has been independently developed by the Receiving Party.
7. **FORCED DISCLOSURE**
   1. In the event that the Receiving Party is required to disclose Confidential Information pursuant to a requirement or request by operation of law, regulation or court order, it will, to the extent that it is legally entitled to do so:
      1. advise TCTA thereof in writing prior to disclosure, if possible and if permitted by law;
      2. on written request from TCTA and at the cost of TCTA, take such steps to limit the disclosure to the minimum extent required to satisfy such requirement and to the extent that it lawfully and reasonably can;
      3. afford TCTA a reasonable opportunity, if possible and if permitted by law, to intervene in the proceedings;
      4. comply with TCTA’s reasonable requests as to the manner and terms of any such disclosure; and
      5. notify TCTA of the receipt of, and the form and extent of, any such disclosure or announcement immediately after it is made if possible and if permitted by law.
8. **Non-Circumvention**
   1. The Receiving Party hereby furthermore declares that the Receiving Party will never use the Confidential Information as mentioned above for any commercial purposes and shall not directly or indirectly circumvent the terms or spirit of this Agreement in an effort to gain commercial advantage in any shape or form that benefit the Receiving Party (directly or indirectly) save as agreed in writing with TCTA.
9. **RETURN OF CONFIDENTIAL INFORMATION**
   1. The Receiving Party shall, at its own expense, within 5 (five) business days of termination of discussions concerning the Permitted Purpose, and in any event within 5 (five) business days of written demand from TCTA:
      1. return or destroy, and procure the return or destruction of all Confidential Information and all copies of it (whether in paper, electronic or other format) held by the Receiving Party or by a Permitted Disclosee without keeping any copies or partial copies thereof;
      2. destroy, and procure the destruction of all analyses, compilations, notes, studies, memoranda or other documents prepared by the Receiving Party or by any Permitted Disclosee which contain or otherwise reflect or are generated from the Confidential Information;
      3. delete or procure the deletion of all Confidential Information from any computer, word processor or other device in the possession or control of the Receiving Party or any Permitted Disclosee; and
      4. confirm in writing to TCTA that the Receiving Party and to the best of the Receiving Party 's knowledge, information and belief having made all reasonable enquires all Permitted Disclosees have complied with the provisions of clause 10.1.
   2. It is expressly recorded that the provisions of clause 10.1 shall not in any way release the Receiving Party from its obligations under this Agreement, and that notwithstanding the termination of this Agreement for whatsoever reason, the obligations to maintain the secrecy and confidentiality of the Confidential Information shall endure for so long as set out in clause 4.
10. **NO WARRANTY OR OFFER**
    1. Unless otherwise specifically stated in writing, TCTA:
       1. does not give or make any warranty, representation or undertaking, express or
       2. implied, as to the accuracy or completeness of any of the Confidential Information or
       3. other information received by the Receiving Party or its Permitted Disclosees or as to the reasonableness of any assumptions on which any of the same is based;
       4. does not accept any responsibility or liability for the use of the Confidential Information by the Receiving Party or its Permitted Disclosees; and
       5. is under no obligation to update or correct any inaccuracies which may become apparent in any of the Confidential Information.
    2. No Confidential Information or other information, communication or document made available to or supplied to the Receiving Party by TCTA and/or its Affiliates shall constitute an offer or invitation to the Receiving Party, nor will any such information, communication or document form the basis of any contract.
11. **Governing Law AND JURISDICTION**
    1. This Agreement shall be governed and construed in accordance with the laws of the Republic of South Africa.
    2. The Receiving Party agrees to submit to the non-exclusive jurisdiction of the courts of the Republic of South Africa.
12. **Breach**
    1. Without prejudice to the other rights of TCTA, in the event of any unauthorised disclosure or use of the Confidential Information which is or is reasonably likely to constitute a breach of any provision of this Agreement, the Receiving Party shall, at the sole cost of the Receiving Party:
       1. immediately notify TCTA in writing and take such steps as TCTA may reasonably require in order to remedy or mitigate the effects of such actual or threatened breach; and
       2. use all reasonable commercial endeavours to assist TCTA in recovering and preventing the use, dissemination, sale or other disposal of such Confidential Information.
    2. The Parties acknowledge and agree that:
       1. cancellation is not an appropriate remedy for breach of this Agreement and this Agreement may not be cancelled or terminated save by written agreement between the Parties; and
       2. damages alone may not be an adequate remedy for any breach of the obligations set out in this Agreement and that the remedies of interdict, specific performance and any other equitable relief are appropriate for any threatened or actual breach of this Agreement. TCTA and/or its Affiliates will be entitled to apply for such remedy, in addition to any other remedy to which it may be entitled in law (other than the remedy of cancellation).
    3. Without prejudice to clause 13.2, the Receiving Party accepts full liability for the maintenance of the confidentiality of the Confidential Information and hereby unconditionally and irrevocably holds TCTA and each of its Affiliates harmless against any and all loss, action, expense, claim, harm or damages of whatsoever nature suffered or sustained by TCTA and/or its Affiliates pursuant to:
       1. a breach by the Receiving Party of the provisions of this Agreement; and
       2. any Permitted Disclosing party failing to keep the Confidential Information confidential.
    4. Should any unauthorised disclosure of Confidential Information take place in breach of the provisions of this Agreement, TCTA shall, in addition to the foregoing, be entitled by written notice to the Receiving Party to terminate all obligations to provide information to the Receiving Party with immediate effect and no further information will be disclosed to the Receiving Party in terms of this Agreement.
13. **BENEFIT**
    1. The undertakings given by the Receiving Party in this Agreement shall be for the benefit of and may be enforced by TCTA and its Affiliates. The undertakings shall be deemed to have been imposed as a *stipulatio alteri* for the benefit of any Affiliate of TCTA and such benefit may be accepted by any such person at any time.
14. **NOTICES AND DOMICILIA**
    1. The Parties select as their respective *domicilia citandi et executandi* the following addresses, for the purposes of giving or sending any notice provided for or required under this Agreement:
    2. **TCTA:**

Physical address: 1st Floor, Building No. 9,

Byls Bridge Office Park

11 Byls Bridge Boulevard

Cnr Olievenhoutbosch Road and Jean Avenue

Highveld Extension 73

Centurion

South Africa

Email:

Email address:

* 1. **THE BIDDER**

**(Kindly insert details)**

Physical address:

Tel number:

Fax number:

Email address:

Attention:

* 1. Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give notice by email, provided that that no non-delivery or “out of office” response to the email is received.
  2. Any Party may by notice to any other Party change its physical or its postal address or its email address, provided that the change shall become effective vis-à-vis that addressee on the 10th (tenth) business day from the receipt of the notice by the addressee.
  3. Any notice to a Party:
     1. sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at an address chosen as its domicilium citandi et executandi to which post is delivered shall be deemed to have been received on the 10th (tenth) business day after posting (unless the contrary is proved);
     2. delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicilium citandi et executandi shall be deemed to have been received on the day of delivery; or
     3. sent by email to its chosen email address stipulated above, shall, provided that no non-delivery or “out of office” response to the email is received, be deemed to have been received on the business day following the date of transmission (unless the contrary is proved); or
     4. sent by courier in a correctly addressed envelope to the physical address stipulated above, shall be deemed to have been received on the 5th (fifth) business day after delivery to the courier.
  4. Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding.

1. **General**
   1. This Agreement constitutes the whole of the agreement between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on either of the Parties.
   2. No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of this Agreement will be of any force or effect unless in writing and signed by the Parties.
   3. No latitude, extension of time or other indulgence which may be given or allowed by any Party to the other Party in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any Party arising from this Agreement and no single or partial exercise of any right by any Party under this Agreement, shall in any circumstances be construed to be an implied consent or election by such Party or operate as a waiver or a novation of or otherwise affect any of the Party's rights in terms of or arising from this Agreement or estop or preclude any such Party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof. Failure or delay on the part of any Party in exercising any right, power or privilege under this Agreement will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or
   4. TCTA is not obligated to enter into any commercial or other agreements with the Receiving Party that result or may result from this Agreement or any other agreement.
   5. Each provision of this Agreement is severable from the other provisions. Should any provision be found by a Court of competent jurisdiction to be invalid or unenforceable for any reason, the parties will consult with one another in good faith in order to agree, if possible, an alternative provision in accordance with the intent and tenor of this Agreement. The remaining provisions of this Agreement shall nevertheless remain binding and continue with full force and effect.
   6. No failure or delay on the part of either party hereto in exercising any right, power or privilege hereunder will constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
   7. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement as at the date of signature of the Party last signing one of the counterparts.
   8. The Parties record that it is not required for this Agreement to be valid and enforceable that a Party shall initial the pages of this Agreement and/or have its signature of this Agreement verified by a witness.

Signed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ this \_\_\_\_\_\_\_\_ day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2023

|  |  |  |  |
| --- | --- | --- | --- |
|  | |  | **For and on behalf of:**  **TRANS-CALEDON TUNNEL AUTHORITY** |
|  |  |  | Name:  Capacity:  who warrants that he / she is duly authorised thereto |
|  |  |  |

Signed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20……

|  |  |  |  |
| --- | --- | --- | --- |
|  | |  | **For and on behalf of:**  **THE BIDDER** |
|  |  |  | Name:  Capacity:  who warrants that he / she is duly authorised thereto |

**CONFIDENTIAL UNDERTAKING FOR THE BENEFIT OF TRANS-CALEDON TUNNEL AUTHORITY**

Address:………………………………………………………………………………………….

Att:,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,….]

**Date : ……………………………………………………………………………………………..**

Dear Sir

**CONFIDENTIALITY AGREEMENT**

We refer to the confidentiality agreement ("**CA**") concluded between the Receiving Party and Trans-Caledon Tunnel Authority ("**TCTA**") on or about………………………………………. **[*insert date of CA*]**.

Words and expressions defined in the CA will have the same meanings where used in this letter.

We act as………………………………………. **[*insert capacity r*]** to ……………………………………………**[*insert name of bidder*]** ("**Receiving Party**") in relation to the Permitted Purpose.

We confirm that we:

1. have read and fully understand and are familiar with the terms and conditions of the CA; and
2. are aware that pursuant to the implementation of the CA, we have gained access and/or will gain access to Confidential Information pertaining to TCTA and/or its Affiliates.

We hereby irrevocably undertake, for purposes of clause 6.4 of the CA, to be bound, *mutatis mutandis*, by the terms and conditions of the CA as if each reference in the CA to the Receiving Partywere a reference to us.Our address for the purpose of clause 16 of the CA are as follows:

address: …………………………………………………………………………………………………..;

fax number: ………………………………………………………………………………………………;

for attention of: ………………………………………………………………………………………….],

This letter has been executed on the date stated above and shall be governed by and construed in accordance with the laws of the Republic of South Africa.

Yours faithfully

**…………………………………………………………………..[*insert name and capacity*]**

Accepted this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_

**TRANS-CALEDON TUNNEL AUTHORITY**

**annexure b: CV TEMPLATE FOR PERSONNEL**

**Note: List of projects managed/implimented by Lead technician/team leader.**

| **RELEVANT PROJECTS COMPLETED**  *Projects listed must all be covered under RFQ Scope Of Work.* | | | | |
| --- | --- | --- | --- | --- |
| **Client Name** |  | | | **Client Contact Details (phone & email)** |
| **Project Scope** | **Name & Surname of Client Contact Person** | **Designation of Client Contact person** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  | | | | |

SIGNATURE: ......................................……… NAME OF BIDDDER: ..............….............................. (of person authorised to sign on behalf of the Bidder)

**ANNEXURE C SBD 1**

**PART A**

**INVITATION TO BID**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE TRANS-CALEDON TUNNEL AUTHORITY** | | | | | | | | | | |
| BID NUMBER: | 008/2023/EWSS/VULNERABILITY/RFQ | | | CLOSING DATE: | | 10 July 2023 | | CLOSING TIME: | | 11H00 a.m. |
| DESCRIPTION | **APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A VAPT (VULNERABILITY ASSESSMENT & PENETRATION TESTING) EXERCISE** | | | | | | | | | |
| **BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*** | | | | | | | | | | |
| **N/A** | | | | | | | | | | |
|  | | | | | | | | | | |
|  | | | | | | | | | | |
| **BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO** | | | | | **TECHNICAL ENQUIRIES MAY BE DIRECTED TO:** | | | | | |
| CONTACT PERSON | | | **Tefo Sekeleoane** | | CONTACT PERSON | | | |  | |
| TELEPHONE NUMBER | | | **012 683 1217** | | TELEPHONE NUMBER | | | | **N/A** | |
| FACSIMILE NUMBER | | | **N/A** | | FACSIMILE NUMBER | | | | **N/A** | |
| E-MAIL ADDRESS | | | Tenders06@tcta.co.za | | E-MAIL ADDRESS | | | |  | |
| **SUPPLIER INFORMATION** | | | | | | | | | | |
| NAME OF BIDDER | |  | | | | | | | | |
| POSTAL ADDRESS | |  | | | | | | | | |
| STREET ADDRESS | |  | | | | | | | | |
| TELEPHONE NUMBER | | CODE | |  | | NUMBER | |  | | |
| CELLPHONE NUMBER | |  | | | | | | | | |
| FACSIMILE NUMBER | | CODE | |  | | NUMBER | |  | | |
| E-MAIL ADDRESS | |  | | | | | | | | |
| VAT REGISTRATION NUMBER | |  | | | | | | | | |
| SUPPLIER COMPLIANCE STATUS | | TAX COMPLIANCE SYSTEM PIN: | |  | **OR** | | CENTRAL SUPPLIER DATABASE No: | MAAA | | |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | | TICK APPLICABLE BOX]  Yes  No | | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | | | [TICK APPLICABLE BOX]  Yes  No | | |
| ***[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]*** | | | | | | | | | | |
| 1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | | Yes No  [IF YES ENCLOSE PROOF] | | | 1. ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?** | | | Yes No  [IF YES, ANSWER THE QUESTIONNAIRE BELOW] | | |
| **QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS** | | | | | | | | | | |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO  DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO  DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO  DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO  IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO  **IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.** | | | | | | | | | | |

**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

|  |
| --- |
| 1. **BID SUBMISSION:** |
| * 1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.   2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**   3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.   4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).** |
| 1. **TAX COMPLIANCE REQUIREMENTS** |
| 1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS. 3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://www.sars.gov.za). 4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 6. WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 7. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.” |

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

SIGNATURE OF BIDDER: ……………………………………………

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……………………………………………

(Proof of authority must be submitted e.g. company resolution)

DATE: …………………………………………...

**ANNEXURE D 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.

1. **Bidder’s declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[[1]](#footnote-1) 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 State institution** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

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

2.2.1 If so, furnish particulars:

……………………………………………………………………………………

……………………………………………………………………………………

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

* + 1. If so, furnish particulars:

…………………………………………………………………………….

…………………………………………………………………………….

1. **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[[2]](#footnote-2) will not be construed as collusive bidding.

3.4In 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.

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

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

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

……………………………… ..……………………………………………

Signature Date

……………………………… ………………………………………………

Position Name of bidder

**ANNEXURE E SBD 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

1. **GENERAL CONDITIONS**
   1. The following preference point systems are applicable to invitations to tender:

* the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included);
  1. **To be completed by the organ of state**

1. The applicable preference point system for this tender is the 80/20 preference point system.
   1. Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
2. Price; and
3. Specific Goals.
   1. **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

|  |  |
| --- | --- |
|  | **POINTS** |
| **PRICE** | **80** |
| **SPECIFIC GOALS** | **20** |
| **Total points for Price and SPECIFIC GOALS** | **100** |

* 1. Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
  2. The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

1. **DEFINITIONS**
2. **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
3. **“price”** means an amount of money tendered for goods or services, andincludes all applicable taxes less all unconditional discounts;
4. **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
5. **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
6. **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
7. **FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**
   1. **POINTS AWARDED FOR PRICE**

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

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

**80/20 or 90/10**

or

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

* 1. **FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**
     1. **POINTS AWARDED FOR PRICE**

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

**80/20 or 90/10**

or

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

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

1. any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

|  |  |  |
| --- | --- | --- |
| **The specific goals allocated points in terms of this tender** | **Number of points**  **Allocated (80/20 system)**  **(To be completed by the organ of state)** | **Number of points claimed (80/20 system) (To be completed by the tenderer)** |
| BBBEE-LEVEL |  |  |
| 1 | 20 |  |
| 2 | 18 |  |
| 3 | 14 |  |
| 4 | 12 |  |
| 5 | 8 |  |
| 6 | 6 |  |
| 7 | 4 |  |
| 8 | 2 |  |
| Non-compliant contributor | 0 |  |

**DECLARATION WITH REGARD TO COMPANY/FIRM**

* 1. Name of company/firm…………………………………………………………………….
  2. Company registration number: …………………………………………………………...
  3. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[Tick applicable box]

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

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

……………………………………….

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME**: ……………………………………………………….

**DATE:** ………………………………………………………

**ADDRESS**: ………………………………………………………

………………………………………………………

………………………………………………………

**ANNEXURE D SBD 7.2**

**CONTRACT FORM - RENDERING OF SERVICES**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)……………………………………. in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number………….……….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
3. Bidding documents, *viz*

* Invitation to bid;
* Tax clearance certificate;
* Pricing schedule(s);
* Filled in task directive/proposal;
* Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
* Declaration of interest;
* Declaration of bidder’s past SCM practices;
* Certificate of Independent Bid Determination;
* Special Conditions of Contract;

1. General Conditions of Contract; and
2. Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) …………………………….

WITNESSES

1. …….…………………………….
2. ……….………………………….

DATE: ……………………………..

CAPACITY …………………………….

SIGNATURE …………………………….

NAME OF FIRM …………………………….

DATE …………………………….

**SBD 7.2**

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I……………………………………………. in my capacity as……………………...………………………………..

accept your bid under reference number ………………dated………………………for the rendering of services indicated hereunder and/or further specified in the annexure(s).

1. An official order indicating service delivery instructions is forthcoming.
2. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1. **DESCRIPTION OF** 2. **SERVICE** | **PRICE (ALL APPLICABLE TAXES INCLUDED)** | **COMPLETION DATE** | **B-BBEE STATUS LEVEL OF CONTRIBUTION** | **MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)** |
|  |  |  |  |  |

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ………………………………………ON………………………………..

NAME (PRINT) ………………………………………….

SIGNATURE …………………………………………

OFFICIAL STAMP

WITNESSES

1. ….…………………………….
2. …..…………………………….

DATE: ……………………………..

1. the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise. [↑](#footnote-ref-1)
2. 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. [↑](#footnote-ref-2)