



INVITATION TO BID

BID NUMBER: SANAS/THREAT-DETEC/2023-24/11

BID DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED BIDDER FOR THE PROVISION OF SPECIALISED SERVICES FOR THREAT DETECTION AND RESPONSE SYSTEM (TDRS) AS A MANAGED SERVICE FOR THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS) TO MONITOR THE ENTERPRISE'S SECURITY POSTURE, ADDRESS REGULATORY COMPLIANCE REQUIREMENTS, TO COLLECT, STORE, AND SEARCH THROUGH (ANALYSE) LOGS TO DETECT AND RESPOND TO ANY CYBER-ATTACK FOR A PERIOD OF THREE (03) YEARS.

APPOINTMENT OF A SUITABLY QUALIFIED BIDDER FOR THE PROVISION OF SPECIALISED SERVICES FOR THREAT DETECTION AND RESPONSE SYSTEM (TDRS) AS A MANAGED SERVICE FOR THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS) TO MONITOR THE ENTERPRISE'S SECURITY POSTURE, ADDRESS REGULATORY COMPLIANCE REQUIREMENTS, TO COLLECT, STORE, AND SEARCH THROUGH (ANALYSE) LOGS TO DETECT AND RESPOND TO ANY CYBER-ATTACK FOR A PERIOD OF THREE (03) YEARS.	
ISSUED BY:	South African National Accreditation Systems: Supply Chain
ADVERTISEMENT DATE:	12 February 2024
CLOSING DATE AND TIME:	05 March 2024 @ 11:00
COMPULSORY BRIEFING SESSION	21 February 2024 @ 11:00 ONLINE BRIEFING SESSION https://sanas.zoom.us/meeting/register/tJUqd-6urj4qHdzLZpAB2o5oFOWq8Pi0M78L
TENDER DOCUMENTS:	Not for sale. Copies of the bid documents are obtainable from the SANAS website: www.sanas.co.za and on the e-Tender portal of the National Treasury website, www.etenders.gov.za
BID VALIDITY PERIOD:	120 business working days from the closing date. Bidders are to note that they may be requested to extend the validity period of their tender, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful Bidder (s), the validity of the successful Bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

<p>SUBMISSION OF BIDS</p>	<p>Sealed bids clearly stating the name of this bid and number must reach the offices of the SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS), located at Libertas Office Park, corner Libertas and Highway Streets, Equestria, Pretoria, 0184, by 05 March 2024 @11:00.</p> <p>Tender document shall be submitted as one (1) hard copy (containing 2 envelopes / folders containing the original technical proposal and financial proposal) and one (1) USB stick containing all original proposals.</p> <p>The tender box will only be available for depositing proposals between 08:00 and 16:30 Mondays to Fridays excluding public holidays.</p> <p>Please note that this tender closes punctually at 11:00 on 05 March 2024.</p> <p>No late submissions will be considered under any circumstances.</p> <p>The SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS) shall not disclose to any other participant(s) any details about the responses received, as this is regarded as confidential information.</p> <p>The envelope must not contain documents relating to any tender other than the one referred to in this request for the bid document.</p> <p>The responses to the tender will be opened immediately after 11:00 am on 05 March 2024.</p>
<p>CONTACT PERSON:</p>	<p>Zanele Ngwenya</p>
<p>TELEPHONE:</p>	<p>(012) 740 8535</p>
<p>E-MAIL:</p>	<p>Zanelen@sanas.co.za</p>

THE FOLLOWING PARTICULARS MUST BE FURNISHED
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BIDDING STRUCTURE

Indicate the type of Bidding/Bidding Structure by marking with an 'X'	
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Individual Bidder	
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Joint Venture	
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Consortium	
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With Sub-Contractors	
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Other	
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If Individual:	
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Name of Bidder	
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CSD MAAA number	
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Tax reference number and PIN	
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ID number	
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Registration Number	
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VAT Registration Number	
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Contact Person	
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Telephone Number	
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Fax Number	
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Cell Number(s)	
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E-mail Address	
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Postal Address	
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Physical Address	
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If Joint Venture or Consortium, indicate the name/s of the partners:	
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Company Name	
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CSD MAAA number	
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Tax reference number and PIN	
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Registration Number	
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VAT Registration Number	
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Contact Person	
Telephone Number	
E-mail Address	
Fax Number	
Postal Address	
Physical Address	

HAS A TAX COMPLIANT STATUS REPORT BEEN SUBMITTED FOR CONSORTIUM, JOINT VENTURE AND/OR SUBCONTRACTORS	
YES	NO

PLEASE INDICATE THE TYPE OF YOUR COMPANY E.G. PRIVATE COMPANY OR CLOSED CORPORATION OR OTHER	
Indicate the Type of Company	

SIGNATURE OF BIDDER:

.....

DATE:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

INITIALS AND SURNAME

NOTICE TO BIDDERS

This tender is issued in terms of the Public Finance Management Act 1 of 1999 (PFMA), the Preferential Procurement Policy Framework Act 5 of 2000 (PPPFA) and Supply Chain Management Regulations issued by the National Treasury and BBBEE Act.

Parties wishing to submit proposals are required to indicate their willingness to accept the General Conditions and SANAS requirements and procedures.

On the last page of this document, the bidder needs to declare and indicate that they have read and understood the document in full.

Faxed, emailed bids will not be accepted, only hand-delivered, and couriered proposals will be accepted.

One (1) hard copy (containing 2 envelopes / folders containing the original technical proposal and financial proposal) and one (1) USB stick containing all original proposals. Both hard copy and soft copy to contain the same information.

Failure to submit the documents in the format listed above will result in immediate disqualification of the bid submitted.

TERMS OF REFERENCE

BID DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED BIDDER FOR THE PROVISION OF SPECIALISED SERVICES FOR THREAT DETECTION AND RESPONSE SYSTEM (TDRS) AS A MANAGED SERVICE FOR THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS) TO MONITOR THE ENTERPRISE'S SECURITY POSTURE, ADDRESS REGULATORY COMPLIANCE REQUIREMENTS, TO COLLECT, STORE, AND SEARCH THROUGH (ANALYSE) LOGS TO DETECT AND RESPOND TO ANY CYBER-ATTACK FOR A PERIOD OF THREE (03) YEARS.

BID NUMBER: SANAS/THREAT-DETEC/2023-24/11.

1. PURPOSE

The purpose of this tender is to invite suitably interested qualified service providers to submit their proposals for a Threat Detection and Response System (**TDRS**) as a managed service for the South African National Accreditation System (SANAS) to monitor the enterprise's security posture, address regulatory compliance requirements, to collect, store, and search through (analyse) logs to detect and respond to any cyber-attack for three (03) Years.

2. BACKGROUND

The Accreditation for Conformity Assessment, Calibration and Good Laboratory Practice, Act No. 19 of 2006, recognizes SANAS as the sole National Accreditation Body for the Republic of South Africa, to provide Accreditation Services in the conformity assessment field and monitoring of Good Laboratory Practice.

SANAS is a Section 3A Public Entity for purposes of the Public Finance Management Act (PFMA), 1999 (Act No. 1 of 1999) (as amended by Act No. 29 of 1999).

SANAS operates in accordance with the requirements, and regulations laid down in the following documents:

- The Accreditation for Conformity Assessment, Calibration and Good Laboratory Practice Act, 2006 (Act 19 of 2006)
- The requirements of the international standard ISO/IEC 17011, General Requirements for Bodies providing Assessments and Accreditation of Conformity Assessment Bodies.
- The requirements as stipulated in the various Memorandums of Agreement with the international bodies and the national regulatory bodies.

SANAS business has staff working on hybrid and connecting to a server infrastructure hosted at the main offices. The remote work involves staff connecting to the server infrastructure through Virtual Private Network (VPN). Staff devices are fitted with security controls to protect the connections to the offices IT Systems. The server infrastructure runs on Microsoft Server 2022 and business applications running on these platforms. The server infrastructure is hosted on-premises, on three (03) physical host servers virtualised into over thirty (30) Virtual Machines (VMs). SANAS hosts all websites, business applications, anti-virus software, etc on-premises. SANAS seeks a Threat Detection and Response System (TDRS) that consists of; **System Information and Event Management (SIEM)**, **Security Orchestration Automation Response (SOAR)**, **User and Entity Behaviour Analysis (UEBA)** and **Vulnerability Manager (VM)** as a managed service. All these solutions must be hosted on one (01) server, which will be provided by the service provider and hosted in the SANAS environment and only accessible through a secure VPN connection. The service provider is responsible for managing the TDRS and give reports to the IT Security Officer on a weekly and monthly basis.

3. OBJECTIVES

The goal of this exercise is to ensure that reasonable protection and security in the SANAS IT Security Systems by logging system information and events, analyzing logged information and events before responding to any cyber-attacks and the following:

- a) To detect, analyze, and remediate alerts or threats within one solution.
- b) To provide the Security Operations Centre (SOC) with a 24x7 threat detection system as a managed solution.
- c) To offer monitoring SANAS' security posture tackling advanced and targeted cyber-attacks.
- d) To identify system vulnerabilities and reporting the findings to the IT Department for remediation.
- e) To provide security orchestration and automation, and user behavior monitoring and analysis
- f) To ensure all IT security risks are identified and mitigated against.
- g) To deploy a sophisticated solution integral part of users, network, and system security ecosystem capable to respond and remediate any identified cyber-attacks, and
- h) To provide accurate on timely reporting on user activities onto applications and the network.

4. SCOPE OF WORK, APPROACH AND METHODOLOGY

4.1 Scope of Services

SANAS desires to engage the services of a service provider who provide systems to protect our services, Users, business applications and the network through the following product or solution features:

- a). **System Information and Event Management (SIEM):**
 - 24/7 Advanced Threat Detection and Incident management
 - Intuitive Security Analytics and Security Orchestration
 - Coverage for physical, virtual, and cloud environments
 - Simplified Compliance Management
 - In-depth incident or threat analysis with intuitive dashboards and reports
 - Actionable insights and analytics-driven intelligence for real-time security monitoring
 - Behavioural analytics-based anomaly detection
 - Real-time alerts for detected incidents, and
 - Automated workflow rules.
- b). **Security Orchestration Automation and Response (SOAR):**
 - Streamline Security Operations
 - Expedite incident response.
 - Enforce Security Automation, and
 - Increase Flexibility, Extensibility, and Collaboration.
- c). **User and Entity Behavior Analysis (UEBA):**
 - Improve security posture
 - Risk Scoring
 - Behavior Anomaly Detection using Machine Learning.
 - Defend against insider threats & data breaches, and
 - View Actionable Reports
- d). **Vulnerability Manager (VM)**
 - Vulnerability Assessment

- Security Configuration Management
- Patch Management
- Server Hardening
- High Risk Software Audit

e). A HPE or Equivalent Gen 10 Host server (Hardware & Software)

- Minimum Processor Family- Intel® Xeon® i10
- Minimum RAM - 64 GB
- Minimum Storage Capacity - 4000 GB (4TB) Preferably SDD & 500GB for OS
- Preferable Tower / Micro Tower
- 1 Year Microsoft Standalone Server License 2022
- 3 Years Onsite support / Warranty

4.2 REQUIREMENTS OF THE ENVIRONMENT

These are minimum specifications in our environment for the proposed system(s) is to cater for:

NO.	DESCRIPTION	SPECIFICATION
1.	Number of Users	80
3.	Number of Email Accounts	120 MS Office O365 (Cloud-based) & Mimecast
4.	Mobile Device Laptop Platforms	MS Windows 11
5.	Server Infrastructure	MS Server 2022
5.	Compatibility with Anti-Virus	Sophos Intercept-X and Device Encryption Solution
6.	Number of Years on Contract Term	Three (03) Years
7.	Type of Deployment	On Premises
8.	Server Configuration	Three (03) Physical and Thirty (30) Virtual Machines

5. PRICING SCHEDULE

Notes to the bidder

- **All prices must be inclusive of VAT.**
- **The table in Annexure B must be included in the bidder's proposal.**
- **Please note that prices for year one, two and three should include the escalations.**

6. DURATION OF THE CONTRACT

The duration of the contract is anticipated to run for a period of three (03) years commencing on the date of signing of a Service Level Agreement (SLA).

7. PROTECTION OF PERSONAL INFORMATION

In responding to this bid, SANAS acknowledges that it may obtain and have access to personal data of the respondents. SANAS agrees that it shall only process the information disclosed by bidders in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law. Furthermore, SANAS will not otherwise modify, amend or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly, SANAS requires Respondents to process any personal information disclosed by SANAS in the bidding process in the same manner.

8. PROPOSAL REQUIREMENTS (SUBMISSION OF PROPOSAL)

Service providers must submit their responses in accordance with the response format specified:

- a) The technical proposal must be submitted in the prescribed format. Standard bidding documents and terms of reference should be filled in ink (**not re-typed**).
- b) Tender document shall be submitted as one (1) hard copy (containing 2 envelopes/folders containing the original technical proposal and financial proposal) and one (1) USB stick containing all original proposals and the same information (including both the technical and financial proposal).
- c) Bidders are required to use the two-envelope system, whereby the technical proposal and the pricing will be placed in two separate envelopes, labelled Technical and Financial proposal.
- d) Bidders to ensure that the company name appears on the **pricing schedule i.e. (SBD 3.3)**.
- e) Bidders include supplier number (MAAA number) and unique code from National Treasury as proof that the supplier is registered on CSD.
- f) All quotations/price proposals shall be valid for the duration of the tender process.
- g) Cover Page: (the cover page must clearly indicate the bid reference number, description, and service provider name).
- h) The bidder must demonstrate their reputation, knowledge, and expertise in line with the terms of reference.
- i) The bidder must provide the name of an individual who would be responsible for assigning and supervising services provided to SANAS pursuant to any agreements entered following this tender process.
- j) The Bidder is required to confirm that it will hold its proposal valid for 120 days from the closing date of the submission of proposals during which time it will maintain, without change, the personnel proposed for the services together with their proposed rates.
- k) The bidder should provide a Joint Venture agreement signed by all parties in case of a Joint Venture / Consortium submission (if applicable),
- l) The bidder must provide a valid tax compliance status report with a PIN.
- m) The bidder must provide fully completed and duly signed Standard Bidding Documents (SBD) Forms supplied with these Terms of Reference.
- n) All Prices shall include VAT if applicable.
- o) The estimated hours in the pricing Table found in Annexure B are for evaluation purposes only and in no way a commitment from SANAS.

9. NOTES TO BIDDERS

- a) SANAS will not be liable to reimburse any costs incurred by the bidder during the bidding process.
- b) SANAS will establish a Bid Evaluation Committee to review all the responses received.
- c) The Bid Evaluation Committee will carry out the evaluation of bidders. The SCM will, if necessary, contact bidders to seek clarification of any aspect of the bid.
- d) Bidder acknowledges that the responsibility for a working solution lies solely with them, not with SANAS, and that any additional costs over and above the tender amount required to arrive at a working solution (i.e., a non-compliant or incomplete solution was offered) will be for the account of the bidder.
- e) Bid documents should be presented to SANAS marked "provision of specialised services for Threat Detection and Response system for a period of 36 months.
- f) The bidder commits to implement and follow all contract conditions and specifications as agreed to in the contract. This includes all technical and solution requirements listed in the bid document, including up-to-date technical specifications.

- g) Service providers should disclose subcontractors partaking in this contract and submit evidence of the relevant expertise. The subcontractors partaking in the actual implementation must be the same as in the tender proposal.
- h) Bidders should identify any work they are currently carrying out or completing which could cause a conflict of interest and indicate how such conflict could be avoided.
- i) Bids submitted will not be revealed to any other bidders.
- j) All information pertaining to SANAS obtained by the bidder because of participation in this bid is confidential and must not be disclosed without written authorization from SANAS.
- k) The General Conditions of Contract (GCC) must be signed or initialed on each page by the bidder as included in the bid document.
- l) SANAS will not award the bid to any prospective bidder who has not registered on the Central Supplier Database (CSD) as regulated until they are registered on the CSD.
- m) SANAS reserves the right not to accept any bids, which does not comply with the specifications, and conditions set out in the bid documents.
- n) In cases where a bidder will be subcontracting, proof of documentation for the subcontractor should be submitted as well i.e., company registration documents of the subcontracted company.
- o) SANAS reserves the right to award the bid in part or.
- p) The SANAS reserves the right:
 - To cancel the award at any time.
 - Not to accept any bids.
 - To contact any bidder during the evaluation period, to clarify information only, without informing any other bidder.

10. REASONS FOR DISQUALIFICATION

SANAS will disqualify any bidder who does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder:

- a) bidders who submit **incomplete** information and documentation listed as pre-qualifiers in this tender document.
- b) bidders who submit information that is **fraudulent or inaccurate information**; &
- c) bidders who receive information not available to other potential bidders through fraudulent means.
- d) bidders who made false declarations on the Standard Bidding Documents or misrepresent facts.
- e) bidders who are listed on the National Treasury's database of restricted suppliers and defaulters.

11. EVALUATION PROCESS OF BIDS RECEIVED-THE EVALUATION OF THE PROPOSAL WILL BE DONE IN FOUR (03) STAGES.

Stage 1: Submission of all administrative compliance documentation-The evaluation of the administrative compliance requirements is indicated below.

- a) All proposals received will be examined to determine compliance with the tender requirements and conditions (completion and attachment of compulsory documents). The bidder should be able to provide all the relevant information required in the bid document which will include but not be limited to.

A bidder who does not adhere to those criteria listed as a PRE-QUALIFIER, will be disqualified immediately.

No.	Responsiveness Criteria	Prequalifying Criteria	Compliance with required documents
1.	Adherence in submitting the Tender in two folders, one (1) hard copy (containing 2 envelopes / folders containing the original technical proposal and financial proposal) and one (1) USB stick containing all original proposals. Folder 1 -Technical proposal Folder 2 - Pricing or Financial Proposal (Annexure B)	Pre-Qualifier	
2.	Completed and signed SBD 3.3 Pricing Schedule including proposed total cost of the project.	Pre-Qualifier	
3.	Company Registration Documentation/ copies of bidder's CIPC company registration documents listing all members with shareholding percentages, in case of a CC.	Pre-Qualifier	
4.	Valid certified ID Copies (not older than six months) of Company Directors/ Partners / Trustees (whichever is applicable).	Pre-Qualifier	
5.	<ul style="list-style-type: none"> Registered on Central Suppliers Database (CSD) of National Treasury. (For registration information, go to https://secure.csd.gov.za) Copy of CSD report OR MAAA Number as proof of CSD Registration. 	Pre-Qualifier	

A. Tenderers who do not adhere to the indicated response time for clarifications requested by the SANAS will be deemed to be non-responsive and their submissions will not be evaluated further.

No.	Name of Administrative Required Document	Clarification Time	Applicable to this Tender (Y/N)
1.	Fully completed and duly signed SBD forms and Standard conditions of tender as required, must be submitted. <ul style="list-style-type: none"> SBD 1 Invitation to Bid SBD 4 Declaration of Interest. SBD 6.1 Preference Points Claim Form SBD 7.2 Contract Form (to be completed in duplicate). General Condition of Contracts (all pages initialled). Terms of references (all pages initialled) 	48 working hours	
2.	Submission of Proof of Registration with National Treasury Central Supplier Database (CSD) Summary Report or A Valid and Active Tax Compliance Status Pin issued by SARS for Tax Compliance Status Verification: N.B - Bidder must be fully registered & tax compliant to do business with the SANAS.	7 Working days	

Stage 2: Functionality Evaluation

The evaluation of the functional requirements. Bidders must attain a minimum of 70 points and above to be considered for Phase 02.

Elements to be evaluated	Evaluation criteria	Scoring criteria	Max points
Company experience on relevant projects	<p>Three (3) Contactable references where similar work has been done in the last 5 years.</p> <p>The letter must be written on company letterhead and must highlight similar projects successfully completed.</p> <p><i>SANAS reserves the right to contact the references to confirm the information.</i></p>	<p>No letter = 0 points</p> <p>1 letter = 3 points</p> <p>2 letters = 5 points</p> <p>3 or more letters = 10 points</p>	10
Bidder's Technical Team Qualification & Experience	<p>A minimum of one (01) technician and a project manager must be qualified to work on the proposed solutions.</p> <p>CVs of a project manager and a technician reflecting experience will be required to be submitted for evaluation.</p>	<p>No CV submitted 0 points</p> <p>1 CV reflecting experience 10 points</p> <p>2 CVs or more reflecting experience 25 points</p>	25
Bidders Certification	<p>The bidder must be an OEM partner and certified to work on the proposed solutions for the following:</p> <ul style="list-style-type: none"> • SIEM • SOAR • UEBA • VM <p>OEM certification for each of the above installations must be relevant and up to date.</p> <p>Failure to submit to OEM certification for all four applications will result 0 points.</p>	<p>No OEM certification submitted 0 points</p> <p>OEM certification for all applications submitted 40 points</p>	40
Project plan	<p>Please provide a Project Plan highlighting timelines covering the below for the installations of SIEM, SOAR, UEBA and VM i.e.:</p> <ul style="list-style-type: none"> • Initiation • Planning • Execution / Implementation • Training and Handover 	<p>No project plan submitted 0 points</p> <p>Project plan submitted 25 points</p>	25
MINIMUM THRESHOLD			75
TOTAL			100

Stage 3: Evaluation of Price and Specific Goals

Only bidders who score **75 points** or more on the functionality **Stage 03** will be considered for the price and Specific goals evaluation. Bids will be evaluated in accordance with the prescripts of the Preferential Procurement Policy Framework Act (PPPFA) and its regulations which stipulate 80/20 Preference point system [(for acquisition of goods or services for a Rand value equal to and below R50 million) (all applicable taxes included)].

To score points for specific goals bidders must submit a valid BBBEE certificate or affidavit. A trust, consortium, or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate.

Step 1: Calculation of points for price

- i) The PPPFA prescribes that the lowest acceptable bid will score 80 or 90 points for price.
- ii) Bidders that quoted higher prices will score lower points for price on a pro-rata basis.
- iii) The formulae to be utilised in calculating points scored for price are as follows:

80/20 Preference point system [(for acquisition of services, works or goods up to a Rand value of R50 million) (all applicable taxes included)]

$$PS = 80 \left[1 - \frac{(Pt - Pmin)}{Pmin} \right]$$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender.

90/10 Preference point system [(for acquisition of services, works or goods with a Rand value above R50 million) (all applicable taxes included)]

$$PS = 90 \left[1 - \frac{(Pt - Pmin)}{Pmin} \right]$$

Where:

Ps = Points scored for price tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender.

- iv) Points scored must be rounded off to the nearest 2 decimal places.

Step 2: Calculation of preferential procurement

- i) Where the 80/20 preference point system for the acquisition of goods and services with a Rand value equal to and below R50 million is applied, the following is applicable:
 - 1. A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.
 - 2. The points scored for the specific goal must be added to the points scored for price and total must be rounded off to the nearest two decimal places.
 - 3. Subject to section 2(1)(f) of the PPPFA, the contract must be awarded to the tender scoring the highest points.
- ii) Where the 90/10 preference point system for the acquisition of goods and services with a Rand value above R50 million is applied, the following is applicable:

1. A maximum of 10 points may be awarded to a tenderer for the specific goal specified for the tender.
2. The points scored for the specific goal must be added to the points scored for price and total must be rounded off to the nearest two decimal places.
3. Subject to section 2(1)(f) of the PPPFA, the contract must be awarded to the tender scoring the highest points.

18.3 80/20 preference points system for tendered for income-generating contracts with a Rand value equal to or below R50 million

1. The following formula must be used to calculate the points for price in respect of an invitation for tender for income-generating contracts, with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

$$PS = 80 \left[1 + \frac{(Pt - P_{max})}{P_{max}} \right]$$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration; and

Pmax = Price of highest acceptable tender

2. A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.
3. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
4. Subject to section 2(1)(f) of the PPPFA, the contract must be awarded to the tenderer scoring the highest points.

18.4 90/10 preference point system for tenders for income-generating contracts with a Rand value above R50 million

1. The following formula must be used to calculate the points for price in respect of a tender for income-generating contracts, with a Rand value above R50 million inclusive of all applicable taxes:

$$PS = 90 \left[1 + \frac{(Pt - P_{max})}{P_{max}} \right]$$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration; and

Pmax = Price of highest acceptable tender

2. A maximum of 10 points may be awarded to a tenderer for the specific goal specified for the tender.
3. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
4. Subject to section 2(1)(f) of the PPPFA, the contract must be awarded to the tenderer scoring the highest points.

18.5 Specific Goals

1. SANAS has identified specific goals that need to be achieved for all procurements. Specific goals are in support of the following:
 - Previously disadvantaged groups by allocating points for black owned businesses. Black owned businesses are defined as per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 which states that “Black People” is a generic term which means Africans, Coloureds and Indians who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalisation before 27 April 1994 or on or after 27 April 1994; and who would have been entitled to acquire citizenship by naturalization prior to that date.
 - Black women as per the Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013.
 - Black people who are youth as defined in the National Youth Commission Act of 1996.
 - Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act.
 - Exempt micro enterprises (EMEs) and thus promoting small businesses.
 - Qualifying small enterprises (QSEs)

All responsive bid offers shall be evaluated in terms of Price and SANAS specific goals. The 80/20 Preference Point System shall be applicable in accordance with the Preferential Procurement Framework Act (No.5) of 2000.

Points will be allocated in terms of the SANAS specific goals as indicated in the table below. Bidders must submit valid B-BBEE Certificates or sworn affidavit to claim points on specific goals.

PRICE	80
SANAS SPECIFIC GOALS	20

Note: To claim points bidders must submit a valid BBBEE certificate or sworn affidavit signed by the commissioner of Oath together with a fully completed and signed SBD 6.1. Bidders are required to indicate the preference point claimed in the SBD 6.1.

Bidders are encouraged to submit the relevant Exempt Micro Enterprise (EME) or Qualifying Small Enterprise (QSE) latest sworn affidavit to be evaluated on the full points as per the SANAS specific goals.

Specific Goal	20	10
100% Black Owned	6	4
51% - 99% Black Owned	4	2
100% Black Women Owned	6	3
51% - 99% Black Women Owned	4	2
5% Youth Owned	2	1
2% Owned by Persons with Disabilities	1	1
Exempt Micro Enterprise (EME)	5	0
Qualifying Small Enterprise (QSE)	3	1

12. SUBCONTRACTING

- a) A bidder awarded a contract may only enter into a subcontracting arrangement with the approval of SANAS.

13. JOINT VENTURES, CONSORTIUMS AND TRUSTS

- a) Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. SANAS will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.
- b) The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, with the power of attorney/resolution letter to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

14. LEGAL IMPLICATIONS

- (a) It is a requirement that the successful bidder enter into a service level agreement (SLA) with SANAS.
- (b) This RFP, all the appended documentation and the proposal in response thereto read together, form the basis for a formal contract to be negotiated and finalized between SANAS and/or its clients and the enterprise(s) to whom SANAS awards the bid in whole or in part.
- (c) Any offer and/or acceptance entered verbally between SANAS and any vendor, such offer. Shall not constitute a contract and thus not binding on the parties.

15. COMMUNICATION

- (a) Communication between SANAS and bidders is permitted prior to the closing date of the tender, such communication including queries and responses will be uploaded on the SANAS website in the procurement section, if required.

16. LATE BIDS

- (a) Bids received at the address indicated in the bid documents, after the closing date and time will not be accepted.

17. PAYMENT TERMS

- a) SANAS undertakes to pay valid invoices in full within 30 (thirty) days from receipt of invoices for work done to its satisfaction. No payment will be made where there is outstanding information not submitted by the supplier. No upfront payment to a successful service provider will be made. Payment will only be made in accordance with the delivery of a service that will be agreed upon by both parties and upon receipt of an original invoice.

18. TAX CLEARANCE CERTIFICATE REQUIREMENTS

- a) It is an absolute requirement that the taxes of the successful bidder **MUST** be in order, or that suitable arrangements must have been made with SARS. **Bids received with a non-compliant**

status will be disqualified when they fail to update the Tax Status within 7 days. Bidders are required to supply a valid Tax Compliance Status (TCS) PIN for verification purposes.

19. QUALITY ASSURANCE REVIEWS OF WORK

- a) The successful bidder shall ensure that all work conforms to a signed Service Level Agreement.

20. AUTHORISED DELEGATE(S)

- a) Nothing as stipulated in these terms of reference may be amended without the written confirmation of SANAS.

21. RESPONSE FORMAT (SUBMISSION OF PROPOSAL)

Bidders shall submit their responses in accordance with the response format specified:

- a) The proposal shall be submitted in the prescribed format. Standard bidding documents attached with terms of reference should be filled in **ink (not re-typed)**.
- b) Tender document shall be submitted as one (1) hard copy (containing 2 envelopes / folders containing the original technical proposal and financial proposal) and one (1) USB stick containing all original proposals (including both the technical and financial proposal).
- c) Bidders are required to use the two-envelope system, whereby the technical proposal and the financial proposal (**financial proposal includes the contract price**) be placed in two separate envelopes.
- d) Cover Page: (the cover page shall clearly indicate the bid reference number, description and the bidder's name)
- e) **BID DOCUMENTS CHECKLIST AND DECLARATION:** The contents of the bid/tender document shall be as follows, and numbered as per the numbering below, with each schedule punched, placed in a file and separated from the next schedule with a file divider. The original proposal and a USB containing an electronic copy **SHALL** contain the same tender documents including pricing.
- f) Bidders must fill in the closing register when submitting the bid and if the bid is couriered, the courier company should write the name of the bidding entity on the register.

Bidders hereby indemnify that the submission in the hard copy, USB includes all the documents listed below, please complete the checklist below to verify your submission of the relevant documents:

TECHNICAL PROPOSAL – ENVELOPE 1			
Original proposal and electronic copy on a USB.			
SCHEDULES	DESCRIPTION		
Schedule 1	Bidding Documents as follows:	Submitted Indicate with an X	Not Submitted Indicate with an X
❖	General Condition of Contracts (all pages initialed).		
❖	Copies of Company registration documents.		

❖ Valid certified ID Copies (not older than six months) of Company Directors/ Partners / Trustees (whichever is applicable).		
❖ Registered on Central Suppliers database (CSD) of National Treasury. (For registration information, go to https://secure.csd.gov.za)		
❖ Copy of CSD report OR MAAA Number as proof of CSD Registration.		
❖ Tax compliant status report (with (PIN)		
❖ BBBEE certificate or Sworn Affidavit		
Schedule 2	Submitted	Not Submitted
Fully completed and duly signed SBD forms	Indicate with an X	Indicate with an X
❖ SBD 1 Invitation to Bid		
❖ SBD 4 Declaration of Interest		
❖ SBD 7.2 Contract Form (to be completed in duplicate).		
❖ SBD 6.1 Preference Points Claim Form		
Schedule 3	Submitted	Not Submitted
Technical Proposal/methodology (including all relevant information per evaluation matrix and scope of services, including but not limited to:	Indicate with an X	Indicate with an X
❖ Bidders Company Profile.		
❖ Technical responses, supporting documents for technical evaluation.		
❖ The bidder must specify the delivery timeframe on the bid document.		
❖ Terms of references (all pages initialed)		
(FINANCIAL PROPOSAL) – ENVELOPE 2		
Original proposal and a disk containing an electronic copy on a USB.		
Schedule 7	Submitted	Not Submitted
Financial proposal	Indicate with an X	Indicate with an X
❖ SBD 3.3 Pricing Schedule including proposed total cost of the project.		
❖ ANNEXURE B – Pricing Schedule		

22. DISCLAIMER

SANAS reserves the right not to appoint a service provider. SANAS reserves the right to:

- Award the contract or any part thereof to one or more service providers.
- Reject all bids.
- Decline to consider any bids that do not conform to any aspect of the bidding process.
- Request further information from any service provider after the closing date, for clarity purposes.
- Cancel this bid or any part thereof at any time.

23. ENQUIRIES

All communication and attempts to solicit information of any kind relative to this Request for Bid (RFB) should be channeled in writing to:

Name: Zanele Ngwenya

Telephone Number: Office: 012 740 8535

Email address: Zanelen@sanas.co.za

I, the undersigned (full name)

.....

Certify that over and above the table above, the information provided is true and correct, and understood the above document in full.

SIGNATURE

Date

Name of Bidder.....

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SANAS/THREAT-DETEC/2023-24/11	CLOSING DATE:	05 March 2024	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SUITABLY QUALIFIED BIDDER FOR THE PROVISION OF SPECIALISED SERVICES FOR THREAT DETECTION AND RESPONSE SYSTEM (TDRS) AS A MANAGED SERVICE FOR THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS) TO MONITOR THE ENTERPRISE'S SECURITY POSTURE, ADDRESS REGULATORY COMPLIANCE REQUIREMENTS, TO COLLECT, STORE, AND SEARCH THROUGH (ANALYSE) LOGS TO DETECT AND RESPOND TO ANY CYBER-ATTACK FOR A PERIOD OF THREE (03) YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS), located at Libertas Office Park, corner Libertas and Highway Streets, Equestria, Pretoria, 0184.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Zanele Ngwenya		CONTACT PERSON	Zanele Ngwenya	
TELEPHONE NUMBER	(012) 740 8535		TELEPHONE NUMBER	(012) 740 8535	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	zanelen@sanas.co.za		E-MAIL ADDRESS	zanelen@sanas.co.za	
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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					<input type="checkbox"/> YES
<input type="checkbox"/> NO					

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ 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:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 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.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 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:

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 interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ 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:

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.

.....
.....

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 consortium² 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.

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.

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.

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

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

GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is **the 90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system will** be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

1.4 **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

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

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

DEFINITIONS

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

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. 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
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$		$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration P_{max} = Price of highest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

4.1. 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:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% Black Owned	4	6		
51% - 99% Black Owned	2	4		
100% Black Women Owned	3	6		
51% - 99% Black Women Owned	2	4		
5% Youth Owned	1	2		
2% Owned by Persons with Disabilities	1	1		
Exempt Micro Enterprise (EME)	0	5		
Qualifying Small Enterprise (QSE)	1	3		

SANAS specific goals are in support of the following:

- Previously disadvantaged groups by allocating points for black owned businesses. Black owned businesses are defined as per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 which states that "Black People" is a generic term which means Africans, Coloureds and Indians who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalisation before 27 April 1994 or on or after 27 April 1994; and who would have been entitled to acquire citizenship by naturalization prior to that date.
- Black women as per the Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013.
- Black people who are youth as defined in the National Youth Commission Act of 1996.
- Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act.
- Exempt micro enterprises (EMEs) and thus promoting small businesses.
- Qualifying small enterprises (QSEs).

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM

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

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

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

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

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:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) 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)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

.

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 numberdated.....for the rendering
of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. 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.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

- 1
....
- 2

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring,

letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incident al services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

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

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier; the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser.
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

**25. Force
Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

**26. Termina
tion for
insolvency**

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settleme
nt of
Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitati
on of
liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governi
ng language**

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

**30. Applica
ble law**

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes
and duties**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by

34.3 the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

3.4.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.:
CLOSING TIME 11:00	CLOSING DATE:.....

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R.....	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	.....	R.....	..... days
	.....	R.....	..... days
	.....	R.....	..... days
	.....	R.....	..... days
5.1	Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.		
	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY AMOUNT
	.....	.....	..... R.....
	.....	.....	..... R.....
	.....	.....	..... R.....
	.....	.....	..... R.....
	TOTAL: R.....		

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract? *YES/NO
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
-
-
-

PLEASE ALSO COMPLETE ANNEXURE A – BIDDER’S DECLARATION

Any enquiries regarding bidding procedures may be directed to the –
SANAS, Libertas Office Park,

305 Highway Street (Cnr Libertas and Highway Streets),

Equestria, 0184

Tel: 012 740 8535

Email: zanelen@sanas.co.za

Annexure A – BIDDERS DECLARATION

Bidders must include supporting declaration where applicable.

Declaration	Yes	No
The bidder will provide a service delivery manager to manage the service level agreement for the duration of the contract as well as act as a central point of contact of the bidder.		
The bidder will provide a project manager to manage each of the above projects.		
The bidder will provide a “as is” technical documents on handing over the environment to SANAS.		
The bidder declares that their organisation is certified partner for the supplied technology.		
The bidder that it the required competencies for project manager and technician/s will be maintained throughout the project including changes in personnel assigned to the project. The bidder also acknowledges that failure to meet this requirement may result in the contract being cancelled.		
The bidder declares that they understand and have the competencies and resources that are capable to deliver all requirements specified in section 4		
The bidder declares that they have successfully executed a similar project and deliver the required outcomes as required by SANAS.		

Annexure B - Pricing schedule

Notes to the bidder

- Please refer to section 4 and quote accordingly.
- The table below must be included in the bidder's proposal.
- Prices for year 2 and 3 should include escalations

NO	DESCRIPTION	UNIT COST VAT EXCLUSIVE	Year 1 VAT EXCLUSIVE	Year 2 VAT EXCLUSIVE	Year 3 VAT EXCLUSIVE
1	Once fees including project, deployment and configuration fees for the following: - SIEM - SOAR - UEBA - VM				
2	Threat Detection & Response System (TDRS) inclusive Software and Licenses for the following: - SIEM - SOAR - UEBA - VM				
3	Hosting Server (Hardware & Software) with 1 Year Microsoft Server 2022 with RDS License to host TDRS (Itemised in 1.) incl. 3 Years warranty.				
4	Support & Maintenance for 50 Hours Per Year.				
5.	Managed Service Costs				
TOTAL EXCLUDING VAT					
VAT (15%)					
TOTAL INCLUDING VAT					
TOTAL CONTRACT PRICE INCL. VAT					