BROADBAND INFRACO (SOC) LTD

Dear Sir/Madam,

REQUEST FOR PROPOSALS: INF/TEN: 306

INVITATION TO SUBMIT A PROPOSAL FOR THE APPOINTMENT OF A PANEL OF INTERNET SERVICE PROVIDERS "ISPs" FIBRE NETWORK OPERATORS "FNOs" AND MOBILE VIRTUAL NETWORK OPERATORS "MVNOs" TO FORM A PANEL OF SERVICE PROVIDERS THAT CAN PROVIDE INTERNET / BROADBAND CONNECTIVITY AND PUBLIC Wi-Fi HOTSPOTS IN VARIOUS PROVINCES NATIONWIDE FOR A PERIOD OF THIRTY - SIX (36) MONTHS.

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

1. BACKGROUND ON BROADBAND INFRACO

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

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

2. OBJECTIVE

The objective of this Request for Proposal (RFP) is to appoint a panel of ISPs, FNOs and MVNOs to provide internet / broadband connectivity to communities and public Wi-Fi hotspots in various provinces nationwide for a period of thirty - six (36) months.

3. LODGING OF TENDER AND CLOSING DATE

Your response under sealed cover and endorsed.

ATTENTION: KHANYISILE MANANGA

Must be delivered to **Broadband Infraco** at 2040 Octave Road Radiokop Honeydew before **12h00 noon (RSA Time) on 12 September 2023.**

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

All information as per the hard copy proposal must be saved on the **USB.**

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

NB* You or your driver or courier service personnel will be compelled to adhere to all Covid 19 protocols to curb the spread of the virus. The screening check will be done upon arrival. Kindly allowyourself enough time to follow these protocols as no late bids will be accepted due to late comingor late completion of Covid 19 protocols, your bid should be registered by no later than 12:00 noon on the day of closing.

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

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

Name	:	Khanyisile Mananga
Address	:	2040 Octave Road Radiokop Honeydew
E-Mail	:	Khanyisile.mananga@infraco.co.za

The bidder is requested to refer to the clause and sub-clause number(s) to which its questions relate.

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

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

3.3 **The tender documents are:**

3.3.1 This RFP and the documents attached to this RFP as set out in the Document List and.

3.3.2 Such addendum, responses to *bidders'* queries and clarifications as may be issued by Broadband Infraco from time to time.

3.4 The provisions of this RFP and Broadband Infraco Standard Conditions of Tender **(Annexure B)** are taken to be mutually explanatory of one another but in the event of ambiguity, discrepancy, divergence, inconsistency or omission from or in or between this RFP and Broadband Infraco Standard Conditions of Tender, the provisions of this RFP shall take precedence over the provisions of Broadband Infraco Standard Conditions of Tender.

3.5 A *bidder* is a Person, Original, Partnership, Agent, Joint Venture, Firm or Company eligible to submit a tender in response to this RFP.

3.6 Broadband Infraco deems that submission of a proposal by a *bidder* in response to this RFP constitutes the *bidder's* acceptance of the Standard Conditions of Tender and the additional terms contained in this RFP.

3.7 Broadband Infraco reservations of rights in respect of the tender:

3.7.1 *Bidders*' attention is specifically drawn to the fact that a contract in respect of the Employer's Requirements will not necessarily result from the tender responses Broadband Infraco receives in response to this RFP. Broadband Infraco reserves the right to conduct a further procurement process with or without a request for tender or to enter into negotiations with any one or more of the *bidders*, should it decide to proceed with contract award.

3.7.2 Broadband Infraco reserves the right to subject *bidders* and their facilities to assessment as part of the evaluation process or as a condition of the contract award.

3.7.3 Broadband Infraco reserves the right not to evaluate and/or consider any proposal by a *bidder* that do not comply strictly with the requirements as set out in this RFP and/or who do not meet one or more of the prerequisite tender requirements set out in the Specification **(Annexure K)**.

3.7.4 Broadband Infraco reserves the right to decide on the contract award based solely on the information received in the responses to this RFP. Broadband Infraco also reserves the right to use relevant information not contained in any tender, but which is within the knowledge of any employee or Board member of Broadband Infraco or its advisors, agents or representatives for the purposes of making its decision.

3.8 Disclaimer of liability for representations, warranties or statements

Broadband Infraco believes all information contained in this RFP (and all its schedules and annexes) and all guidelines or in any other written material furnished or information orally transmitted to a potential *bidder* (including, but not limited to any opinion, information or advice that may be provided to a potential *bidder* by or on behalf of Broadband Infraco) to be correct but Broadband Infraco does not (save to the extent otherwise expressly provided for in a future written agreement with a successful *bidder*) make any representations or warranties, express or implied as to the accuracy or completeness of such information and expressly disclaims any and all liability for such representations, warranties or statements.

3.9 Broad-based Black Economic Empowerment

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

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

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

4 KEY TENDER DATES

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

Activity	Key Tender Dates
Tender publication date:	16 August 2023
Compulsory Briefing session	25 August 2023
Briefing venue	Virtual
Link	**Join on your computer, mobile app or room device**

	Click here to join the meeting Meeting ID: 373 026 120 250 Passcode: 3HD5Ht Download Teams | Join on the web
Closing date for written clarifications	30 August 2023
Deadline for responding to questions	04 September 2023
RFP closing date	12 September 2023 **No bid extension will be granted.**

4.2 The validity period of the tender is one hundred and twenty (120) days from the tender closing date with the possibility of extension should it be necessary to allow the evaluation process.

4.3. Bidders Obligations

Number of copies required.

A two-envelope system will be followed in which the FIRST envelope will contain all the mandatory requirements documents and the technical proposal, while the SECOND envelope will contain the financial offer / Pricing.

4.4. Required information for evaluation.

Make available all the information in the response indicating compliance and/or non-compliance with each item required by the bid.

Acknowledging that non-submission of information required to evaluate administrative and functionality will disqualify or prejudice the bidder in claiming and getting points where points are allocated.

A hard copy of each tender must be submitted as an original along with one (1) additional hard copy and one electronic copy of the complete tender on USB.

4.5. Compliance and deviations

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

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

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

5. CONDITIONS OF THE CONTRACT

Broadband Infraco will only accept proposals from interested parties that are prepared to accept and comply with the contract conditions as per the NEC3 Professional Services Contracts (PSC3), as published by Thomas Telford Publishing on behalf of the Institution of Civil Engineers, United Kingdom. Copies available from Thomas Telford Ltd, 1 Heron Quay, London. (ISBN 0 7277 2634 X).

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

6. SCOPE OF WORK

The service provider will be required to provide internet / broadband connectivity and public wi-fi hotspots in various provinces nationwide for a period of thirty - six (36) months. (Please refer to Annexure K: Specification).

7. EVALUATION CRITERIA

Bidder/s proposal/s will be evaluated in four (4) phases as follows.

- **Phase 1. Administrative requirements**
  Administrative requirements of the bid *(see annexures C, for detailed administrative of the bid).*

- **Phase 2. Mandatory requirements**
  Mandatory technical requirements (gatekeepers) of the bid *(see annexures C, for detailed mandatory technical requirements of the bid).* Failure to comply with the mandatory requirements will result in disqualification from further evaluation.

- **Phase 3. Technical/functionality evaluation requirements (70% minimum threshold)**
  (see annexures J, for detailed technical functionality requirements of the bid). Failure to meet the minimum threshold will result in disqualification from further evaluation.

  Compliance to the technical specification requirements of the bid in terms of accreditations, and submission of all required information.

- **Phase 4. Price and Specific Goals**
  Points for this tender shall be awarded for price and specific goals in terms of PPR 2022.

8. INSURANCE

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

9. JOINT VENTURES/DISTRIBUTORS/AGENTS

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

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

10. COMPANY INFORMATION REQUIRED

10.1 General Data

Registered Company Name	
Postal Address	

Contact Person	
Position in the Company	
Telephone number	
E-Mail address	

10.2. SARS Certificate (for South African registered companies only)

Bidder is required to provide Broadband Infraco with the Tax compliance status verification PIN (Third party authorization) to be used by Broadband Infraco to verify the bidder's tax compliance status.
Bidder is required to provide Broadband Infraco with the Central Supplier Database Master Registration Number (MAAA number) to verify the bidder's tax compliance status.

10.3. Shareholding and Directors

The firm must indicate the nature of the shareholding of the firm and provide the names of directors of the firm, and must indicate percentage owned by Black Women, Black youth and disabled people.

10.4. National Treasury List of Restricted Service Providers

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

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

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

Bidder is required to provide Broadband Infraco with the Central Supplier Database Master Registration Number (MAAA number) or bidder's CSD report.

11. DISCUSSIONS

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

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

12. YOUR PROPOSAL

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

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

13. SPECIAL CONDITIONS OF THIS BID

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

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

14. SIGNED CONFIDENTIALITY AGREEMENT

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

15. BID APPROVAL

INVITATION TO SUBMIT A PROPOSAL FOR THE APPOINTMENT OF A PANEL OF INTERNET SERVICE PROVIDERS "ISPs" FIBRE NETWORK OPERATORS "FNOs" AND MOBILE VIRTUAL NETWORK OPERATORS "MVNOs" TO FORM A PANEL OF SERVICE PROVIDERS THAT CAN PROVIDE INTERNET / BROADBAND CONNECTIVITY AND PUBLIC Wi-Fi HOTSPOTS IN VARIOUS PROVINCES NATIONWIDE FOR A PERIOD OF THIRTY - SIX (36) MONTHS.

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Mr. Mbulelo Hlobo
Acting General Manager – Supply Chain Management

Date: 16.08.2023

ANNEXURE A

DOCUMENT LIST

1. **RFP Document**
2. **Annexure A : Document list.**
3. **Annexure B : Broadband Infraco Standard Conditions of Tender.**
4. **Annexure C : Administrative, Mandatory, and Technical Evaluation**
5. **Annexure D : Tender Returnable.**
6. **Annexure E : Confidentiality Agreement.**
7. **Annexure F : Invitation to Bid (SBD 1)**
8. **Annexure G : Declaration of Interest (SBD 4)**
9. **Annexure H : Preferential Procurement claim form (SBD 6.1 2022)**
10. **Annexure I : Declaration of bidder's past Supply Chain Management (SBD8)**
11. **Annexure J : Independent bid determination (SBD 9)**
12. **Annexure K : Specification Document.**
13. **Annexure L : Receipt of the invitation.**
14. **Annexure M : Costing Model**

ANNEXURE B

BROADBAND INFRACO SOC LIMITED STANDARD CONDITIONS OF TENDER

January 2008

GENERAL

Actions 1 Broadband Infraco (SOC) Ltd (Infraco), Broadband Infraco *Representative* and each *bidder* submitting a tender shall act timeously as stated in these Conditions of Tender and in a manner, which is fair, equitable, transparent, competitive and cost-effective.

Interpretation 2 Terms shown in *italics* vary for each tender. The details of each term for this tender are identified in the Tender Data. Terms shown in capital initials are defined terms in the appropriate conditions of contract.

3 Any additional or amended requirements in the Tender Data and additional requirements given in the Schedules in the tender returnable are deemed to be part of these Conditions of Tender.

4 The Conditions of Tender and the Tender Data shall not form part of any contract arising from this invitation to tender.

Communication 5 Each communication between Broadband Infraco and a *bidder* shall be to or from Broadband Infraco *Representative* only, and in a form that can be read, copied and recorded. Communication shall be in the English language. Infraco takes no responsibility for non-receipt of communications from or by a *bidder.*

Broadband Infraco rights to accept or reject any tender 6 Broadband Infraco may accept or reject any variation, deviation, tender, or alternative tender, and may cancel the tender process and reject all tenders at any time prior to the formation of a contract. Broadband Infraco or Broadband Infraco *Representative* will not accept or incur any liability to a *bidder* for such cancellation and rejection but will give written reasons for the action upon written request to do so. Broadband Infraco reserves the right to accept the whole of any part of any tender.

After the cancellation of the tender process or the rejection of all tenders Broadband Infraco may abandon the proposed work and services, have it performed in any other manner, or re-issue a similar invitation to tender at any time.

2 BIDDERS OBLIGATIONS

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

Eligibility 1 Submit a tender only if the *bidder* complies with the *criteria* stated in the Tender Data and the *bidder,* or any of his principals, is not under any restriction to do business with Broadband Infraco.

Cost of tendering	2	Accept that Broadband Infraco will not compensate the *bidder* for any costs incurred in the preparation and submission of a tender, including the costs of any testing necessary to demonstrate that aspects of the tender satisfy the evaluation criteria.
Check documents	3	Check the *tender documents* on receipt, including pages within them, and notify Broadband Infraco *Representative* of any discrepancies or omissions using the enclosed fax-back form.
Confidentiality and copyright of documents	4	Treat as confidential all matters arising in connection with the tender. Use and copy the documents provided by Broadband Infraco only for the purpose of preparing and submitting a tender in response to this invitation.
Standardised specifications and other publications	5	Obtain, as necessary for submitting a tender, copies of the latest revision of standardised specifications and other publications, which are not attached but which are incorporated into the *tender documents* by reference.
Acknowledge receipt	6	Complete the Receipt of invitation and submit the tender fax-back form, which is attached to the Letter of Invitation, and return it within five days of receipt of the invitation.
	7	Acknowledge receipt of Addenda to the *tender documents,* which Broadband Infraco *Representative* may issue, and if necessary, apply for an extension to the *deadline for tender submission*, in order to take the Addenda into account.
Site visit and / or clarification meeting	8	Attend a site visit and/or clarification meeting at which *bidder*s may familiarise themselves with the proposed work, services or supply, location, etc. and raise questions. Details of the meeting(s) are stated in the Tender Data.
Seek clarification	9	Request clarification of the *tender documents,* if necessary, by notifying Broadband Infraco *Representative* earlier than the *closing time for clarification of queries*.
Insurance	10	Be informed that the extent (if any) of insurance provided by Broadband Infraco may not be for the full cover required in terms of the relevant category listed in Section 8 of the *conditions of contract*, the *bidder* is advised to seek qualified advice regarding insurance.
Pricing the tender	11	Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except VAT), and other levies payable by the successful *bidder.* Such duties, taxes and levies are those applicable 14 days prior to the *deadline for tender submission*.
	12	Show Value Added Tax (VAT) payable by Broadband Infraco separately as an addition to the tendered total of the prices.
	13	Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the *conditions of contract.*
	14	State the rates and Prices in South African Rand unless instructed otherwise as an additional condition in the Tender Data. The selected *conditions of contract* may provide for part payment in other currencies.
Alterations to documents	15	Not make any alterations or additions to the *tender documents*, except to comply with instructions issued by Broadband Infraco *Representative* or if necessary, to correct errors made by the *bidder.* All such alterations shall be

initialled by all signatories to the tender. Corrections may not be made using correction fluid, correction tape or the like.

Alternative tenders

16 Submit alternative tenders only if a main tender, strictly in accordance with all the requirements of the *tender documents* is also submitted. The alternative tender is submitted with the main tender together with a schedule that compares the requirements of the *tender documents* with the alternative requirements the *bidder* proposes.

17 Accept that an alternative tender may be based only on the criteria stated in the Tender Data and as acceptable to Broadband Infraco.

Submitting a tender

18 Submit a tender for providing the whole of the works, services or supply identified in the Contract Data unless stated otherwise as an additional condition in the Tender Data.

19 Return the *tender returnable* to Broadband Infraco, completing without exception all the forms, data and schedules included therein.

20 Submit the tender as an original plus the number of copies stated in the Tender Data and provide an English translation for documentation submitted in a language other than English. Tenders may not be written in pencil but must be completed in ink.

21 Sign the original and all copies of the tender where indicated. Broadband Infraco will hold the signatory duly authorised and liable on behalf of the *bidder*.

22 Seal the original and each copy of the tender as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside Broadband Infraco address and invitation to tender number stated in the Tender Data, as well as the *bidders* name and contact address.

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

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

Note:

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

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

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

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

Closing time

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

telephonically, e-mail or by telegraph unless stated otherwise in the Tender Data.

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

Tender validity

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

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

Clarification of tender after submission

30 Provide, on request from Broadband Infraco *Representative* during the evaluation of tenders, any other material that has a bearing on the tender, the bidders commercial position (including notarised joint venture agreements), preferencing arrangements or samples of materials, considered necessary by Broadband Infraco for the purpose of a full and fair risk assessment. This may include providing a breakdown of rates or Prices. No change in the total of the Prices or substance of the tender is sought, offered, or permitted except as required by Broadband Infraco *Representative* to confirm the correction of arithmetical errors discovered in the evaluation of tenders. The total of the Prices stated by the *bidder* as corrected by Infraco *Representative* with the concurrence of the *bidder*, shall be binding upon the *bidder*

Submit bonds, policies etc.

31 If instructed by Broadband Infraco *Representative* (before the formation of a contract), submit for Infraco acceptance, the bonds, guarantees, policies and certificates of insurance required to be provided by the successful *bidder* in terms of the *conditions of contract*.

32 Undertake to check the final draft of the contract provided by Broadband Infraco *Representative and* sign the Form of Agreement all within the time required by these Conditions of Tender.

33 Where an agent on behalf of a principal submits a tender, an authenticated copy of the authority to act as an agent must be submitted with the tender.

Fulfil BEE requirements

34 Comply with Broadband Infraco requirements regarding BEE and Black Women-owned Suppliers.

3 BROADBAND INFRACO'S UNDERTAKINGS

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

Respond to clarification

1 Respond to a request for clarification received earlier than the *closing time for clarification of queries.* The response is notified to all *bidder*s.

Issue Addenda

2 If necessary, issue Addenda that may amend, amplify, or add to the *tender documents,* to each *bidder.* If a *bidder* applies for an extension to the *deadline for tender submission*, in order to take Addenda into account in preparing a tender, Broadband Infraco may grant such an extension and Broadband Infraco *Representative* shall notify the extension to all *bidder*s.

Return late tenders	3	Return tenders received after the *deadline for tender submission* unopened to the *bidder* submitting a late tender. Tenders will be deemed late if they are not on the designated fax or in the designated tender box at the date and time stipulated as the deadline for tender submission.
Non-disclosure	4	Not disclose to *bidder*s, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tenders and recommendations for the award of a contract, until after the award of the contract to the successful bidder.
Grounds for rejection	5	Consider rejecting a tender if there is any effort by a *bidder* to influence the processing of tenders or contract award.
Disqualification	6	Instantly disqualify a bidder (and his tender) if it is established that the bidder offered an inducement to any person with a view to influencing the placing of a contract arising from this invitation to tender.
Test for responsiveness	7	Determine before detailed evaluation, whether each tender properly received. meets the requirements of these Conditions of Tender, has been properly signed, and is responsive to the requirements of the *tender documents*.
	8	Judge a *responsive tender* as one which conforms to all the terms, conditions, and specifications of the *tender documents* without material deviation or qualification. A material deviation or qualification is one which, in Broadband Infraco opinion would detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Contract Data, change Broadband Infraco or the *bidders* risks and responsibilities under the contract, or affect the competitive position of other *bidder*s presenting responsive tenders if it were to be rectified.
Non-responsive tenders	9	Reject a non-responsive tender, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
Arithmetical errors	10	Check responsive tenders for arithmetical errors, correcting them as follows: Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. If a bill of quantities applies and there is a discrepancy between the rate and the line item total, resulting from multiplying the rate by the quantity, the rate as quoted shall govern. Where there is an obviously gross misplacement of the decimal point in the rate, the line item total as quoted shall govern, and the rate will be corrected. Where there is an error in the total of the Prices, either as a result of other corrections required by this checking process or in the *bidder's* addition of prices, the total of the Prices, if any, will be corrected. The corrected price will be communicated to the bidder. The bidder may withdraw the tender but may not change the tendered price.
	11	Reject a tender if the *bidder* does not accept the corrected total of the Prices (if any).

Evaluating the tender	12	Evaluate responsive tenders in accordance with the *procedure and criteria* stated in the Tender Data. The evaluated tender price will be disclosed only to the relevant Infraco tender committee and will not be disclosed to *bidder*s or any other person.
Clarification of a tender	13	Obtain from a *bidder* clarification of any matter in the tender which may not be clear or could give rise to ambiguity in a contract arising from this tender if the matter were not to be clarified.
Acceptance of tender	14	Notify Broadband Infraco's acceptance to the successful *bidder* before the expiry of the *validity period* or agreed additional period. Providing the notice of acceptance does not contain any qualifying statements, it will constitute the formation of a contract between Broadband Infraco and the successful *bidder*.
Notice to unsuccessful bidders	15	After the successful *bidder* has acknowledged Broadband Infraco*'s* notice of acceptance*,* notify other *bidder*s that their tenders have not been accepted, following Infraco's current procedures.
Prepare contract documents	16	Revise the contract documents issued by Broadband Infraco as part of the *tender documents* to take account of Addenda issued during the tender period, inclusion of some of the *tender returnable*, and other revisions agreed between Broadband Infraco and the successful *bidder,* before the issue of Broadband Infraco's notice of acceptance (of the tender). The schedule of deviations attached to the form of offer and acceptance, if any.
Issue final contract	17	Issue the final contract documents to the successful *bidder* for acceptance within one week of the date of Broadband Infraco's notice of acceptance.
Sign Form of Agreement	18	Arrange for authorised signatories of both parties to complete and sign the original and one copy of the Form of Agreement within two weeks of the date of Broadband Infraco's notice of acceptance of the tender. If either party requires the signatories to initial every page of the contract documents, the signatories for the other party comply with the request.
Complete Adjudicator's Contract	19	Unless alternative arrangements have been agreed, arrange for both parties to complete and sign the Form of Agreement and Contract Data for the NEC Adjudicator's Contract with the selected adjudicator.
Provide copies of the contracts	20	Provide to the successful *bidder* the number of copies stated in the Tender Data of the signed copy of the contracts within three weeks of the date of Broadband Infraco acceptance of the tender.

ANNEXURE C

1. BID EVALUATION METHODOLOGY

Points will be allocated for the evaluation criteria as discussed in this RFP; bidders will be ranked in terms of the overall score attained in terms of the PPPFA Act.

The Evaluation will be conducted in four (4) phases, as follows:

1.1. Phase 1 –Administrative Requirements

Bidders will need to provide all the administrative documents listed in this RFP document.

Completion and submission of SBD 1 - Annexure F	**Comply**	**Not comply**
Bidders must provide completed and signed SBD 1 – "Invitation to Bid".		
Substantiate/Comment		
Completion and submission of SBD 4 - Annexure G	**Comply**	**Not comply**
Bidders must provide completed and signed SBD 4 – "Declaration of interest".		
Substantiate/Comment		
Completion and submission of SBD 6.1 - Annexure H	**Comply**	**Not comply**
Bidders must provide completed and signed SBD 6.1 – "Preference Points ClaimForm in terms of the preferential procurement regulations 2022"		
Substantiate/Comment ***(Please indicate if the portion of the contract will be subcontracted and the %)***		
Completion and submission of SBD 8 - Annexure I	**Comply**	**Not comply**
Substantiate/Comment		
Completion and submission of SBD 9 - Annexure J	**Comply**	**Not comply**
Substantiate/Comment		
National Treasury Central Supplier Database (CSD)	**Comply**	**Not comply**
With effect from 1 April 2016, Accounting Officers and Accounting Authorities may not award any bid to a supplier/service provider not registered as a prospective supplier on the National Treasury's Central Supplier Database. Please attach the full report of the Central Supplier Database (CSD) from the National Treasury to the bid response. Please provide proof of registration with National Treasury.		
Substantiate/Comment		

South African Revenue Services Certificate	Comply	Not comply
Bidder is required to submit an authorisation PIN as provided by the tax authority as verification information to be used by Broadband Infraco to validate SARS matters on the website.		
Substantiate/Comment		
1.1.7 TEAMING AGREEMENT	**Comply**	**Not comply**
Bidders are required to submit a teaming agreement in **Annexure K (JV or Consortium)**		
Substantiate/Comment		

1.2. PHASE 2 – MANDATORY REQUIREMENTS.

Bidders are required to provide the mandatory requirements specified in the table below. (NB: Bidders are required to submit proof of the certificates). Failure to provide the mandatory requirements will result in disqualification.

Requirement	Comply	Not comply
Internet Service Providers (ISP Licence)		
Individual Electronic Communication Services (I-ECS) **OR** Class - Electronic Communication Networks Services (C-ECNS) *		
Substantiate/Comment:		

The bidders with Class – Electronic Communication Networks Services (C-ECNS) * will only be limited to the applicable geographical areas.

1.3. PHASE 3 – TECHNICAL/FUNCTIONALITY

Technical/Functionality evaluation will be in accordance with the criteria below.
Bidder/s must achieve a minimum threshold of **70%** to be considered for further evaluation.

Bidder/s who receives less than the required minimum technicality/functionality points will be eliminated from the process.

Phase 3A – Registration Accreditation

Criteria	Requirement	POE	Max Score
Registration and accreditation	AfriNIC registration	Proof of Registration email	5
	ASN Number	WHOIS report	10
	IP address plan current and future usage	IP plan spreadsheet	5
	Tier1 or 2 upstream internet provider.	Confirmation from upstream provider.	10
TOTAL			**30**

Phase 3B – Functionality Requirements

Criteria	Requirement	POE	Max Score
Technical Capacity	Should have a NOC (leased or owned) that operates 24/site visit will be conducted.	NOC address and Pictures of NOC.	10
	Proof that the bidder has implemented/supported the proposed solution/system for a period ofminimum 3 years.	Provide proof of contactable references of similar work done on the client's letterhead indicating the project name, value of the project and the duration of the project	10
	Proof of Geographical presence (Local in Province)	Company address and existing network details.	5
	Experience Tier 1 or 2: (Funded, existing networks, participating in local economy, skills transfer	Min 3 relevant referenceletters	10
	Proven Business / operating model (established consumer base with a value proposition e.g., 1G @ R5	Provide a business modelsupporting your model	20
	Already providing services in underserviced areas (rural townships etc.).	Bidders to provide proof KML/KMZ	15
TOTAL			**70**

1.4. PHASE 4 – PRICE AND SPECIFIC GOALS

Specific goals for the tender and points claimed are indicated per below:

Specific goals	80/20	"90/10	Acceptable Evidence
Black Owned Entity	6	3	CIPS documents + BBBEE Certificate/Certified Affidavit + Certified copy or copies of ID documents of the Owners
Woman Owned Equity	4	2	CIPS documents + BBBEE Certificate/Certified Affidavit + Certified copy or copies of ID documents of the Owners
Youth Equity Ownership	4	2	CIPS documents + BBBEE Certificate/Certified Affidavit + Certified copy or copies of ID documents of the Owners

People With Disability	3	1.5	CIPS documents + BBBEE Certificate/Certified Affidavit + Certified copy or copies of ID documents of the Owners + Medical Letter Confirming Disability
Military Veterans	3	1.5	CIPS documents + BBBEE Certificate/Certified Affidavit + Certified copy or copies of ID documents of the Owners + Certified Personal Registration (CPR) Number
Total Points	**20**	**10**	

1.4.1. PRICE EVALUATION

The 80/20 preference point systems will be applied:

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

80/20 or 90/10

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \text{ or } Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

P_s = Points scored for comparative price of bid under consideration
P_t = Comparative price of bid under consideration
P_{min} = Comparative price of lowest acceptable bid

1.4.2. Submission of Site Pricing Model

Notes: (applicable to all pricing schedules)

- Pricing must be completed and submitted using the Pricing Tables provided and summarised in the Pricing Schedule – Table 2: Pricing Summary.
- Pricing must include 15% VAT.
- No optional pricing will be considered for evaluation, bids will be evaluated on the main pricing proposal.

2. Broad-Based Black Economic Empower (B-BBEE) (20)

- Broadband Infraco endeavours to conduct business with BBBEE Level 1-2 service providers.
- Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates. EMEs can also submit certified sworn affidavit as prescribed by DTI.
- Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

- A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their consolidated B-BBEE status level certificate.
- A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the contract.

ANNEXURE D

(TENDER RETURNABLES CHECKLIST)

Supplier: …… Bid Number: **INF/TEN/306**

Table 6: Returnable documents

Item Number	DESCRIPTION	YES	NO
Administrative requirements			
	Full copy of submission and USB		
	1 tender hard copy, (1 original, 1 copy)		
	Pricing schedule (Annexure M)		
	General data		
	Company profile covering all the administrative, technical and functionality requirements of the bid		
	Signed, completed and submission of All SBD Documents		
	Valid SARS Tax clearance certificate accompanied by a third-party authorisation PIN as provided by the tax authority to each bidder.		
	Shareholding and Directors percentage ownership		
	Signed confidentiality agreement		
	Acceptance of validity of tender – 120 days from closing of bid		
.	No bid will be awarded to a person or company who has been listed in the National treasury lists of restricted service provider/suppliers as updated by the National treasury.		
.	With effect from 1 April 2016, Accounting Officers and Accounting Authorities may not award any bid to a supplier/service provider not registered as a prospective supplier in the National Treasury's Central Supplier Database. Please attach full Central Supplier Database (CSD) report from National Treasury as part of the bid response.		
.	Mandatory Requirements		
	B-BBEE		
.	Valid B-BBEE status certificate from accredited verification agencies, accounting officers or accredited auditors, Sworn affidavits for QSEs and EMEs.		
Technical requirements			
.	Relevant industry certification documents		

Annexure E

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Between

BROADBAND INFRACO SOC LIMITED

And

_____

[NAME OF OTHER PARTY]

1. THE PARTIES TO THIS AGREEMENT ARE: -

1.1 **BROADBAND INFRACO SOC LIMITED** a company incorporated under the laws of the Republic of South Africa, having its registered office at Sentech 2040 Octave Road Honeydew Radiokop, Republic of South Africa, with registration number *1989/001763/07* [hereinafter referred to as the "Disclosing Party").

1.2 **NAME OF OTHER PARTY** a company incorporated under the laws of [insert name of country], having its registered office at [registered address], Republic of South Africa, with registration number [insert registration number] [hereinafter referred to as the "Receiving Party").

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

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1.3 The Disclosing Party intends providing the Receiving Party with certain information relating to the Disclosing Party for tendering for – **INVITATION TO SUBMIT A PROPOSAL FOR THE APPOINTMENT OF A PANEL OF INTERNET SERVICE PROVIDERS "ISPs" FIBRE NETWORK OPERATORS "FNOs" AND MOBILE VIRTUAL NETWORK OPERATORS "MVNOs" TO FORM A PANEL OF SERVICE PROVIDERS THAT CAN PROVIDE INTERNET / BROADBAND CONNECTIVITY AND PUBLIC Wi-Fi HOTSPOTS IN VARIOUS PROVINCES NATIONWIDE FOR A PERIOD OF THIRTY - SIX (36) MONTH**

1.4 The parties wish to record the terms and conditions upon which the Disclosing Party shall disclose Confidential Information to the Receiving Party, which terms and conditions shall constitute a binding and enforceable Agreement between the parties and their agents.

1.5 Notwithstanding the date of signature hereof, this agreement shall be binding upon the parties with effect from the date upon which the Disclosing Party shall have disclosed any Confidential Information to the Receiving Party, whichever date is the earliest.

1.6 Neither this Agreement nor the exchange of information contemplated hereby shall commit either party to continue discussions or to negotiate, or to be legally bound to any potential business relationship. The parties shall only be bound to a business relationship by way of a further definitive written Agreement signed by the Parties.

1.7 The party disclosing the Confidential Information shall be known as the "**Disclosing Party**" and the party receiving Confidential Information shall be known as the "**Receiving Party**".

2. THE CONFIDENTIAL INFORMATION

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

3. DISCLOSURE OF CONFIDENTIAL INFORMATION

3.1 The Disclosing Party shall only disclose the Confidential Information to the Receiving Party to the extent deemed necessary or desirable by the Disclosing Party in its discretion.

3.2 The Parties acknowledge that the Confidential Information is a valuable, special and unique asset proprietary to the Disclosing Party.

3.3 The Receiving Party agrees that it will not, during or after the course of its relationship with the disclosing Information to any third party for any reason or purpose whatsoever without the prior written consent of the Disclosing Party and to the extent of such authorisation, save in accordance with the provisions of this Agreement. In this Agreement "**third party**" means any party other than the Receiving and Disclosing Parties or their Representatives. Party under this agreement and/or the term of this Agreement, disclose the Confidential

3.4 Notwithstanding anything to the contrary contained in this Agreement the Parties agree that the Confidential Information may be disclosed by the Receiving Party to its respective employees, agents, officers, directors, subsidiaries, associated companies, shareholders and advisers (including but not limited to professional financial advisers, legal advisers and auditors) ("Representatives") on a need-to-know basis and for the purposes of the Project; provided that the Receiving Party takes whatever steps are necessary to procure that such Representatives agree to abide by the terms of this Agreement to prevent the unauthorized disclosure of the Confidential Information to third parties. For purposes of this clause, the Receiving Party's Representatives shall be deemed to be acting, in the event of a breach, as the Receiving Party's duly authorized agents.

3.5 Except as otherwise contemplated in this Agreement, the Parties agree in favor of one another not to utilize, exploit or in any other manner whatsoever use the Confidential Information disclosed pursuant to the provisions of this Agreement for any purpose whatsoever other than the Project without the prior written consent of the Disclosing Party.

3.6 Accordingly, the Receiving Party agrees to indemnify, defend and hold the Disclosing Party harmless from and against any and all suits, liabilities, causes of action, claims, losses, damages, costs (including, but not limited to, cost of cover, reasonable attorneys' fees and expenses), or expenses of any kind (collectively, "Losses") incurred or suffered by the Disclosing Party and/or its Representatives arising from or in connection with the Receiving Party's unauthorized use or disclosure of the Disclosing Party's Confidential Information in violation of the Agreement.

4. TITLE

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

5. RESTRICTING ON DISCLOSURE AND USE OF THE CONFIDENTIAL INFORMATION

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

5.1.1 the Project; and

5.1.2 in accordance with the provisions of this Agreement.

6. STANDARD OF CARE

The Receiving Party agrees that it shall protect the Confidential Information disclosed pursuant to the provisions of this Agreement using the same standard of care that it applies to safeguard its own proprietary, secret or Confidential Information but no less than a reasonable standard of care, and that the Confidential Information shall be stored and handled in such a way as to prevent any unauthorised disclosure thereof.

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

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

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

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

8. EXCLUDED CONFIDENTIAL INFORMATION

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

8.1 is known to, or in the possession of the Receiving Party prior to disclosure thereof by the Disclosing Party.

8.2 is or becomes publicly known, otherwise than as a result of a breach of this Agreement by the Receiving Party.

8.3 is developed independently of the Disclosing Party by the Receiving Party in circumstances that do not amount to a breach of the provisions of this Agreement.

8.4 is disclosed by the Receiving Party to satisfy an order of a court of competent jurisdiction or to comply with the provisions of any law or regulation in force from time to time; provided that in these circumstances, the Receiving Party shall advise the Disclosing Party to take whatever steps it deems necessary to protect its interests in this regard and provided further that the Receiving Party will disclose only that portion of the Confidential Information which it is legally required to disclose and the Receiving Party will use its reasonable endeavours to protect the confidentiality of such Confidential Information to the greatest extent possible in the circumstances;

8.5 is disclosed to a third party pursuant to the prior written authorisation and limited to the extent of such approval of the Disclosing Party.

8.6 is received from a third party in circumstances that do not result in a breach of the provisions of this Agreement.

9. TERM

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

10. ADDITIONAL ACTION

10.1 Each Party to this Agreement shall execute and deliver such other documents and do such other acts and things as may be reasonably necessary or desirable to give effect to the provisions of this Agreement.

10.2 Nothing contained in the Agreement shall be construed as creating an obligation on the part of either Party to refrain from entering into a business relationship with any third party. Nothing contained in the Agreement shall be construed as creating a joint venture, partnership or employment relationship between the Parties. Except as specified herein, neither Party shall have the right, power or implied authority to create any obligation or duty (express, implied or otherwise) on behalf of the other Party. For the avoidance of doubt, nothing in this Agreement shall oblige either of the Parties to enter into any agreements or transactions whatsoever.

11. BREACH

In the event that the Receiving Party should breach any of the provisions of this Agreement and fail to remedy such breach within seven (7) business days from date of a written notice to do so, then the Disclosing Party shall be entitled to invoke all remedies available to it in law including, but not limited to, the institution of urgent proceedings as well as any other way of relief appropriate under the circumstances, in any court of competent jurisdiction, in the event of breach or threatened breach of the Agreement and/or an action for damages.

12. AMENDMENTS

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

13. ENFORCEMENT

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

14. HEADINGS

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

15. REPRESENTATIONS & WARRANTIES

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

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

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

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

16. ENTIRE AGREEMENT

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

17. GOVERNING LAW

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

18. DOMICILIA AND NOTICES

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

PARTY	PHYSICAL ADDRESS	POSTAL ADDRESS	TELEPHONE NO.	CONTACT PERSON
BROADBAND INFRACO STATE OWNED COMPANY LIMITED	SENTECH 2040 OCTAVE ROAD RADIOKOP HONEYDEW 2040	Postnet suite 321, private bag x26, Sunninghill, 2157	011 235-1616 011 235 -1603	
INSERT PARTICULARS OF OTHER PARTY				

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

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

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

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

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

19. SEVERABILITY

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

20. ASSIGNMENT

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

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

21. PUBLICITY

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

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

SIGNED at _____ on _____

AS WITNESS:

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

_____	_____
	DULY AUTHORISED
_____	_____
(NAME OF WITNESS IN PRINT)	[SPECIFY FULL NAME OF SIGNATORY]

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

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF BROADBAND INFRACO (SOC LTD					
BID NUMBER:	**INF/TEN: 306**	CLOSING DATE:	**12 SEPTEMBER 2023**	CLOSING TIME:	**12H00 NOON**
DESCRIPTION	**INVITATION TO SUBMIT A PROPOSAL FOR THE APPOINTMENT OF A PANEL OF INTERNET SERVICE PROVIDERS "ISPs" FIBRE NETWORK OPERATORS "FNOs" AND MOBILE VIRTUAL NETWORK OPERATORS "MVNOs" TO FORM A PANEL OF SERVICE PROVIDERS THAT CAN PROVIDE INTERNET / BROADBAND CONNECTIVITY AND PUBLIC Wi-Fi HOTSPOTS IN VARIOUS PROVINCES NATIONWIDE FOR A PERIOD OF THIRTY - SIX (36) MONTHS**				

BID RESPONSE DOCUMENTS SHALL BE SUBMITTED THROUGH EMAIL.

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					
TAX CLEARANCE NUMBER					
	TCS PIN:		**OR**	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	☐	A REGISTERED AUDITOR			
		NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) SHALL BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

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

BID SUBMISSION:

. BIDS SHALL BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

. **ALL BIDS SHALL BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE**

. **BIDDERS SHALL REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE SHALL BE SUBMITTED TO BIDDING INSTITUTION.**

. **WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE SHALL BE SUBMITTED TO BIDDING INSTITUTION.**

. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

TAX COMPLIANCE REQUIREMENTS

BIDDERS SHALL ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY SHALL SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER

DATABASE (CSD), A CSD NUMBER AND PROOF SHALL BE PROVIDED.
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO **IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

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

ANNEXURE F

STANDARD BIDDING DOCUMENT (SBD) 4 - DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or

- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire Shall be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative: ……

2.2 Identity Number: ……

2.3 Position occupied in the Company (director, trustee, shareholder[2], member):

……

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust: ……

2.5 Tax Reference Number: ……..

2.6 VAT Registration Number: …..……

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers Shall be indicated in paragraph 3 below.

[1]"State" means –
(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or
(e) Parliament.

[2]"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder **YES** / **NO**

presently employed by the state?

2.7.1 If so, furnish the following particulars:

……

Name of person / director / trustee / shareholder/ member:

……

Name of state institution at which you or the person connected to the bidder is employed:

……..

Position occupied in the state institution:

Any other particulars:
……

……
……

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES** / **NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES** / **NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

……
……
……

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES** / **NO**

2.8.1 If so, furnish particulars:
……..
……..
……...

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES** / **NO**

2.9.1 If so, furnish particulars.

……...
……

……

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars**.**

……
……
……

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

…….
……
…….
……..

3. Full details of directors / trustees / members / shareholders.

Full Name	**Identity Number**	**Personal Income Tax Reference Number**	**State Employee Number Persal Number**

NB: Bidders can also attach shareholder certificates instead of completing the above.

4. DECLARATION

I, THE UNDERSIGNED (NAME)……
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

…….. ..……
Signature Date

…….. ……
Position Name of bidder

ANNEXURE G

SBD 6.1

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

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

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

---

1. GENERAL CONDITIONS

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

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

1.2 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	
SPECIFIC GOALS	
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.

2. 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).

3. 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**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \qquad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

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

POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

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

4. 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)

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: ……

……

……

……

ANNEXURE H

SBD 8

STANDARD BIDDING DOCUMENT - DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Standard Bidding Document Shall form part of all bids invited.

2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-

- abused the institution's supply chain management system;
- committed fraud or any other improper conduct in relation to such system; or
- failed to perform on any previous contract.

4 **In order to give effect to the above, the following questionnaire Shall be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? **(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied).** The Database of Restricted Suppliers now resides on the National Treasury's website (**www.treasury.gov.za**) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME) …….…….…
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

I ACCEPT THAT, IN addition TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

……...	**……..**
Signature	**Date**
…….	**……..**
Position	**Name of Bidder**

ANNEXURE J **SBD 9**

STANDARD BIDDING DOCUMENT - CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD 9) Shall form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities Shall take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) Shall be completed and submitted with the bid:

[1] **Includes price quotations, advertised competitive bids, limited bids and proposals.**

[2] **Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete. Once detected by Broadband Infraco, such act of criminality will be reported to relevant authorities including National Treasury for Blacklisting.**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) Prices.
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices.
   (d) the intention or decision to submit or not to submit, a bid.
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.

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.

10. 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.

……	……
Signature	Date
……	……
Position	Name of Bidder

ANNEXURE K: SPECIFICATION DOCUMENT

1. BACKGROUND

South Africa's broadband policy, called SA Connect was adopted by Cabinet in December 2013 to meet the country's vision of a seamless network of networks that by 2030 will make broadband universally accessible at a cost and quality that meets the needs of citizens, formal and informal business, and the public sector. In September 2021, the Department embarked on a process to consider an alternative approach to ensure rapid broadband roll-out within a period of three years and with due regard to fiscal constraints. The revised model and implementation plan for the SA Connect Phase 2 proposes the framework in the table below.

The key objective is to Connect South Africans within 36 months, from April 2023 to March 2026 at a minimum speed of 5Mbps for households and 10Mbps for government facilities. SA Connect policy aims to significantly improve broadband penetration, reduce broadband prices, increase employment, and drive economic growth. SA Connect target is to achieve 100% broadband access for all communities and government facilities over the next 10 years, with a minimum capacity speed of 100Mbps and 1Gbps for high demand facilities including hospitals. The rapid evolution of broadband technology means that these targets will be monitored and evaluated on an ongoing basis to determine if the targets need to be reviewed.

2. SCOPE OF WORK

Small and Medium sized Internet Service Providers (ISPs) and Mobile Virtual Network Operators (MVNOs) are required to supply, install, and activate subsidized internet services on a user pay principle.

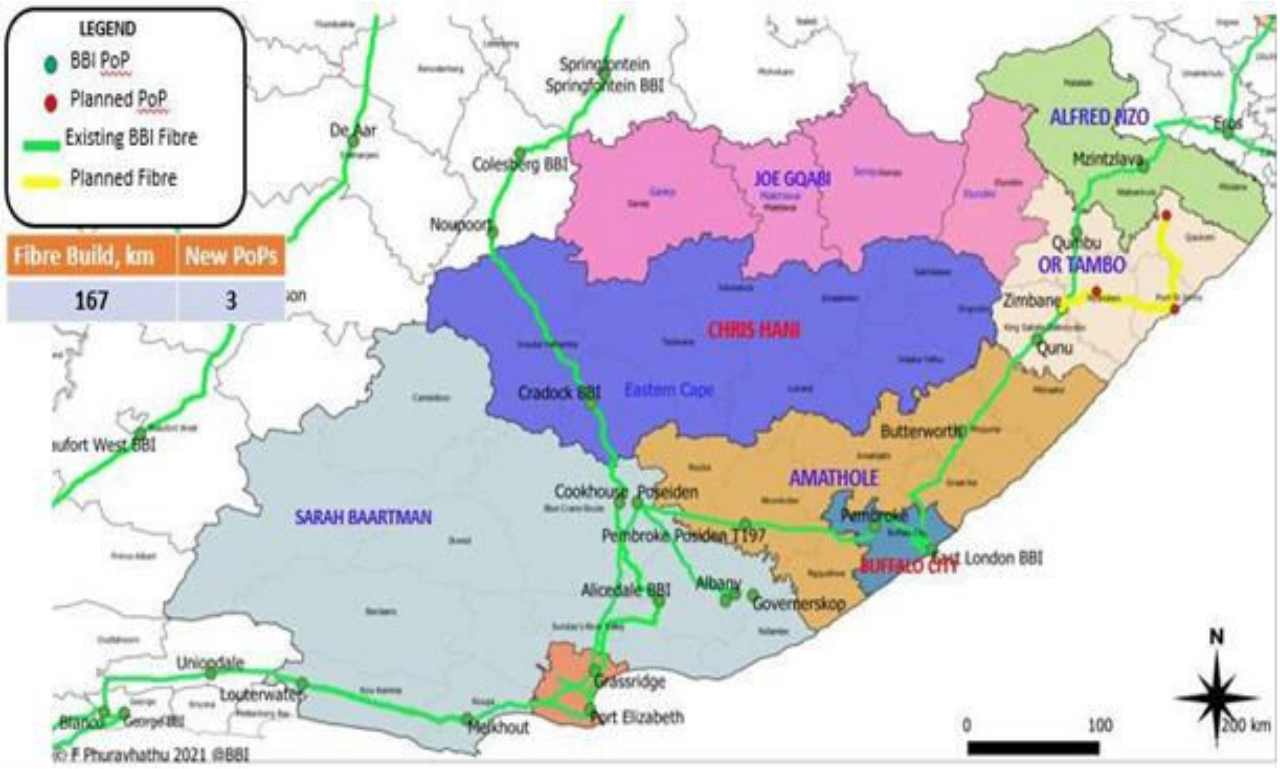
The Operators should deploy 33 539 Community WiFi Hotspots (WiFi 6 certified only) at a minimum of 100Mbps and enable the connectivity of 5 830 208 households at a minimum of 5Mbps over a period of 36 months. The yearly targets for the Community WiFi Hotspots are 9 900, 13 200 and 10 439 Hotspots per year. The yearly targets for the enablement of households are 1 749 062, 2 258 695 and 1 822 451 households.

BBI is establishing a maximum of 5 retail ISPs/ MVNOs per voting district to resell SA Connect packages at wholesale prices. BBI will in addition subsidized the Operators with a maximum of R 5000.00 per activated Hotspot in under serviced areas. The services are required to be active and sustainable over a minimum period of 10 years on an end user pay principle. The commercial model is based on subsidized model per WiFi Hotspot, Household and Business packages, and on a revenue share model of 10% per connected subscriber payable to BBI. BBI aims to drive competition in the broadband market and make retail internet services more accessible and affordable for end users across the country.

2.1 EASTERN CAPE

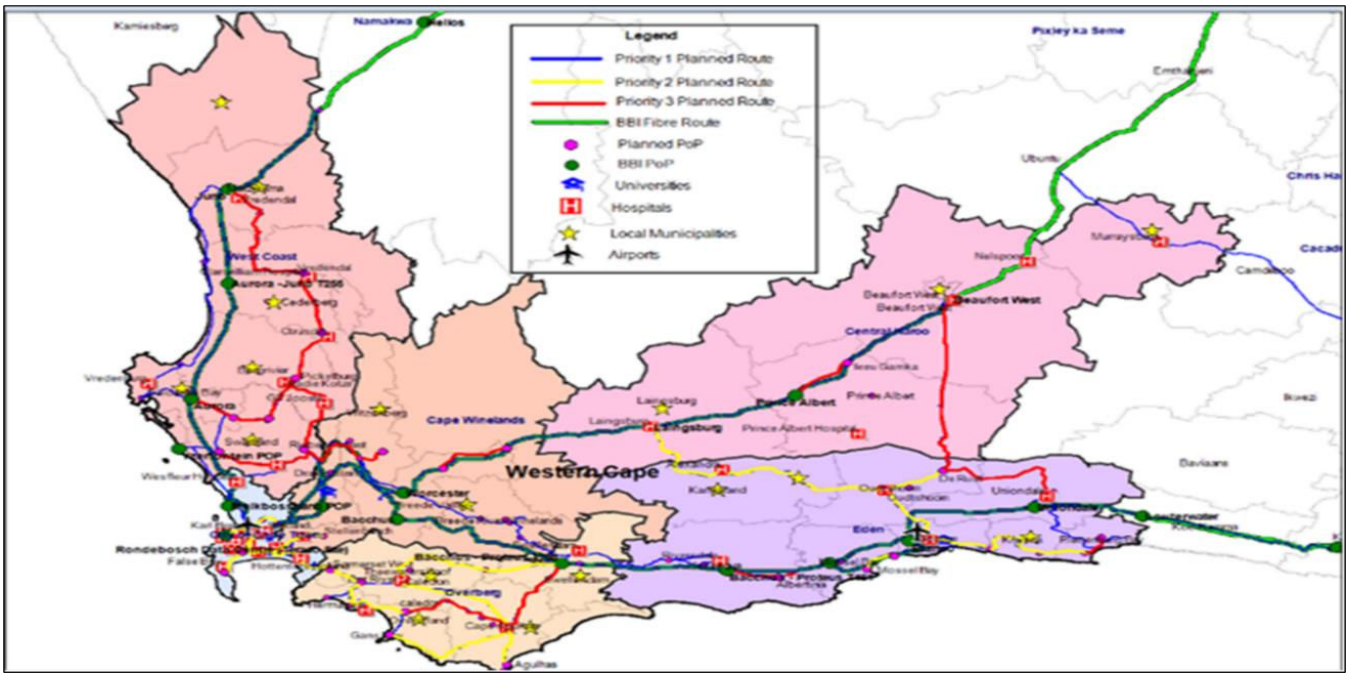
A total of 956 241 households and 5 499 Community Wi – Fi hotspots are planned in the various areas District Municipalities of Eastern Cape, as per the breakdown on the table below.

Province	District Municipality Name	Planned Households	Community Wi - Fi
Eastern Cape	8	956 241	5 499
	Alfred Nzo District Municipality	118 607	682
	Amathole District Municipality	120 373	692
	Buffalo City Metropolitan	114 115	656
	Chris Hani District Municipality	114 806	660
	Joe Gqabi District Municipality	50 964	293
	Nelson Mandela Bay Metropolitan	172 615	993
	OR Tambo District Municipality	199 173	1 146
	Sarah Baartman District Municipality	65 589	377



2.2 WESTERN CAPE

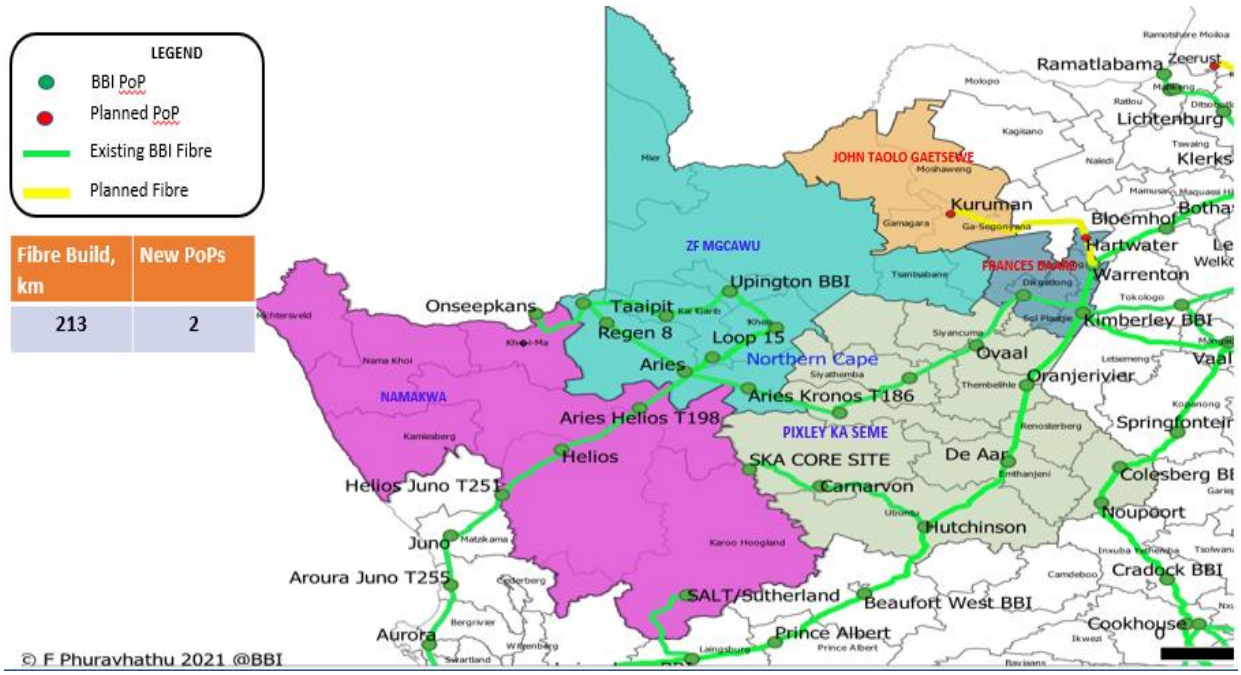
Province	District Municipality Name	Planned Households	Community Wi - Fi
Western Cape	**6**	**384 344**	**2 211**
	Cape Winelands District Municipality	53 003	305
	Central Karoo District Municipality	4 544	26
	City of Cape Town Metropolitan	245 123	1 410
	Garden Route/ Eden District Municipality	37 413	215
	Overberg District Municipality	17 552	101
	West Coast District Municipality	26 710	154



2.3 NORTHERN CAPE

A total of 224 952 households and 1 294 Community Wi – Fi hotspots are planned in the various areas District Municipalities of Northern Cape, as per the breakdown on the table below.

Province	District Municipality Name	Planned Households	Community Wi - Fi
Northern Cape	**5**	**224 952**	**1 294**
	Frances Baard District Municipality	73 065	420
	John Taolo Gaetsewe District Municipality	45 651	263
	Namakwa District Municipality	21 762	125
	Pixley ka Seme District Municipality	36 857	212
	ZF Mgcawu District Municipality	47 616	274



2.4 NORTH - WEST

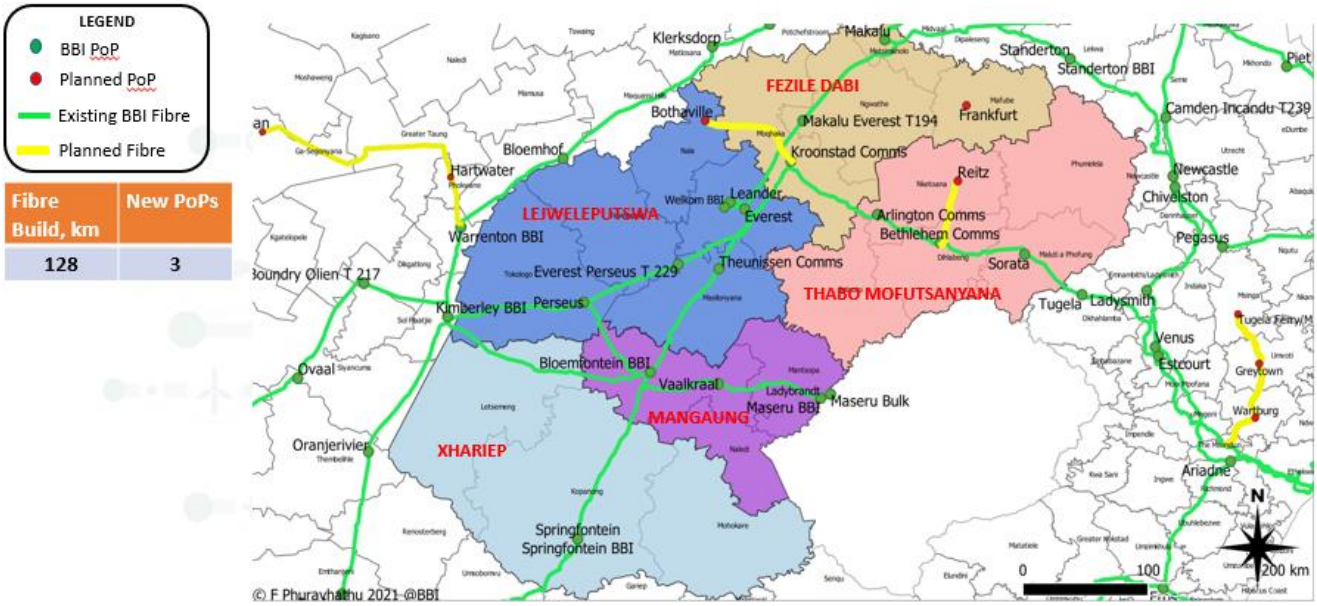
A total of 515 984 households and 2 968 Community Wi–Fi hotspots are planned in the various areas District Municipalities of North - West, as per the breakdown on the table below.

Province	District Municipality Name	Planned Households	Community Wi - Fi
North-West	**4**	**515 984**	**2 968**
	Bojanala Platinum District Municipality	228 112	1 312
	Dr Kenneth Kaunda District Municipality	102 252	588
	Dr Ruth Segomotsi Mompati District Municipality	63 232	364
	Ngaka Modiri Molema District Municipality	122 389	704

2.5 FREE STATE

A total of 384 020 households and 2 209 Community Wi – Fi hotspots are planned in the various areas District Municipalities of Free State, as per the breakdown on the table below.

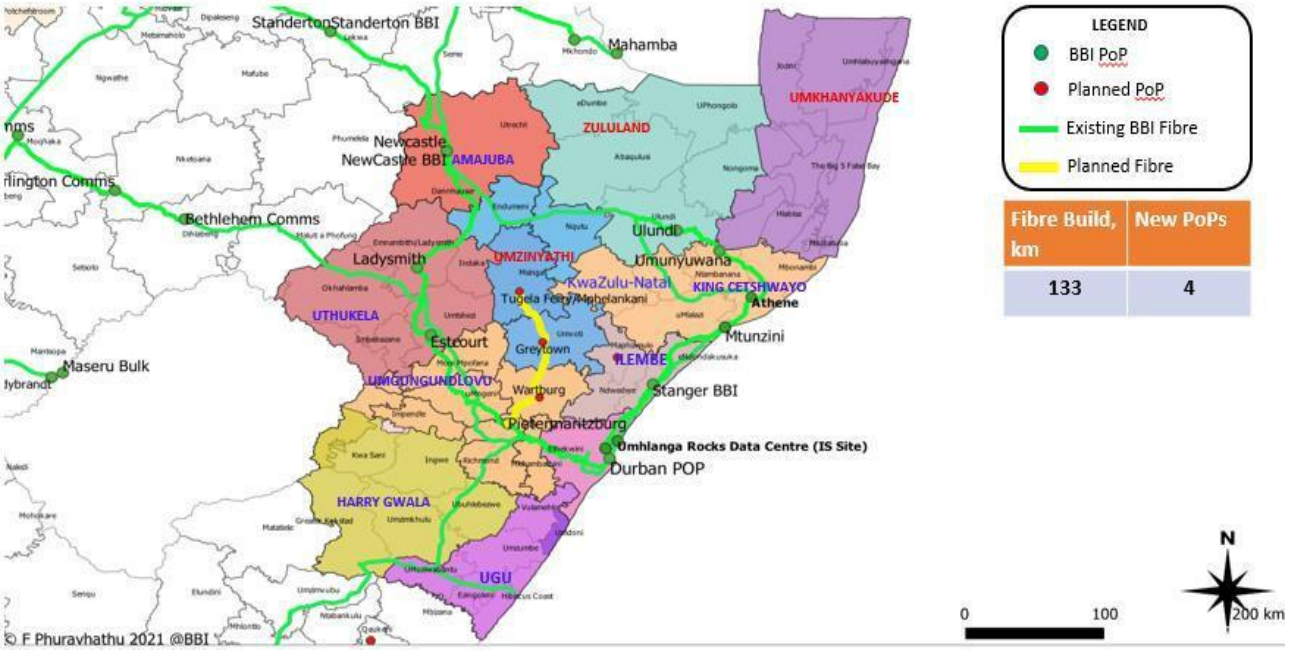
Province	District Municipality Name	Planned Households	Community Wi - Fi
Free State	**5**	**384 020**	**2 209**
	Fezile Dabi District Municipality	67 028	386
	Lejweleputswa District Municipality	87 639	504
	Mangaung Metropolitan Municipality	106 724	614
	Thabo Mofutsanyana District Municipality	105 576	607
	Xhariep District Municipality	17 054	98



2.6 KWAZULU NATAL

A total of 493 813 households and 2 841 Community Wi – Fi hotspots are planned in the various areas District Municipalities of Free State, as per the breakdown on the table below.

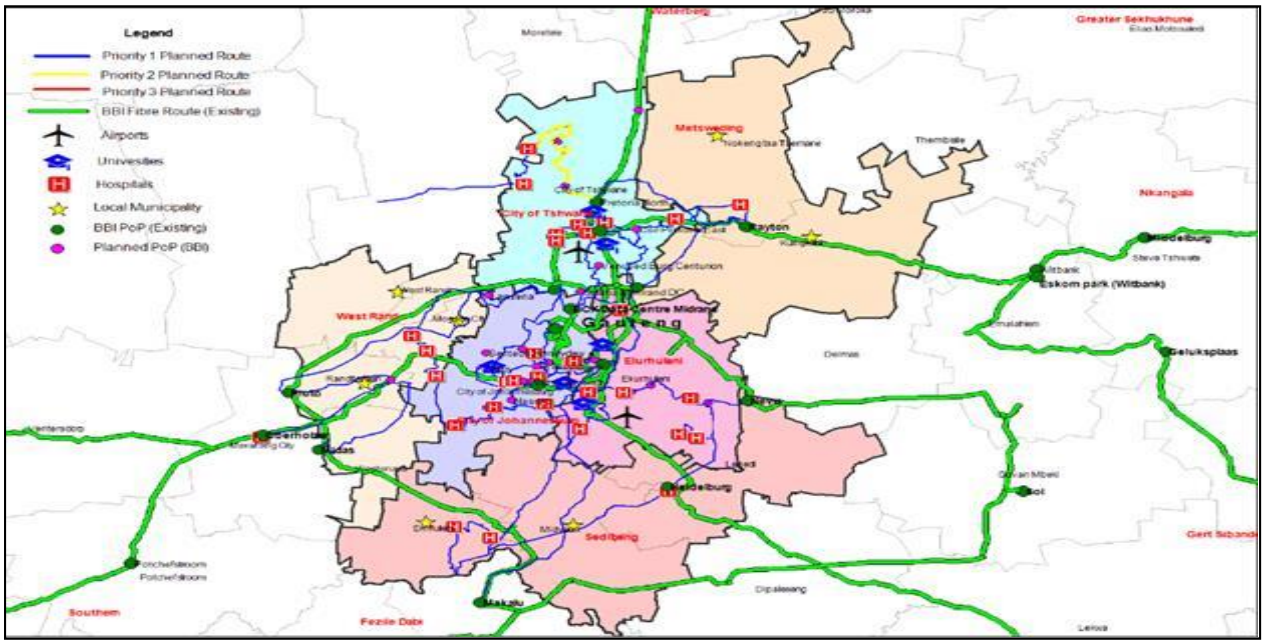
Province	District Municipality Na	Planned Households	Community WiFi
KwaZulu-Natal	**11**	**1 296 975**	**7 461**
	Amajuba District Municipality	62 278	358
	eThekwini Metropolitan	433 945	2 496
	Harry Gwala District Municipality	59 879	344
	iLembe District Municipality	77 080	443
	King Cetshwayo District Municipality	113 828	655
	Ugu District Municipality	88 300	508
	uMgungundlovu District Municipality	128 448	739
	uMkhanyakude District Municipality	80 769	465
	uMzinyathi District Municipality	65 039	374
	uThukela District Municipality	82 820	476
	Zululand District Municipality	104 589	602



2.7 GAUTENG

A total of 493 813 households and 2 841 Community Wi – Fi hotspots are planned in the various areas District Municipalities of Gauteng as per the breakdown on the table below.

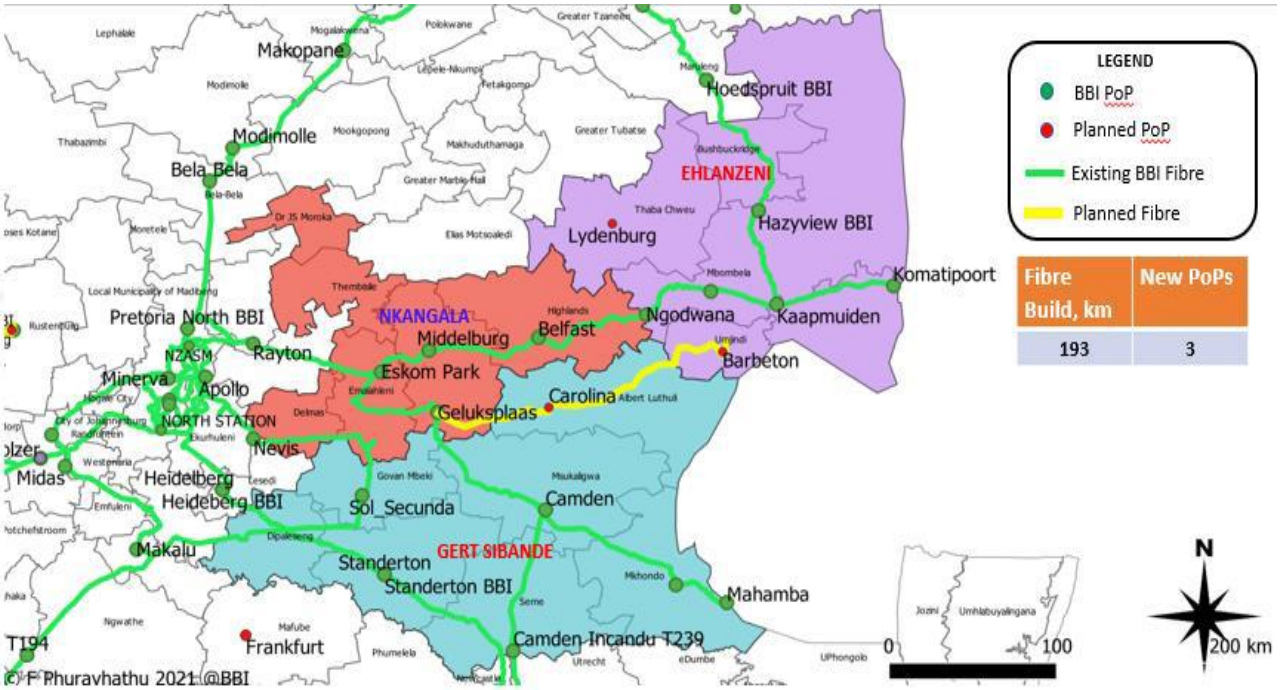
Province	District Municipality Name	Planned Households	Community Wi - Fi
Gauteng	**5**	**493 813**	**2 841**
	City of Johannesburg Metropolitan	182 396	1 049
	City of Tshwane Metropolitan	120 697	694
	Ekurhuleni Metropolitan	124 528	716
	Sedibeng District Municipality	35 287	203



2.8 MPUMALANGA

A total of 516 525 households and 2 971 Community Wi – Fi hotspots are planned in the various areas District Municipalities of Mpumalanga, as per the breakdown on the table below.

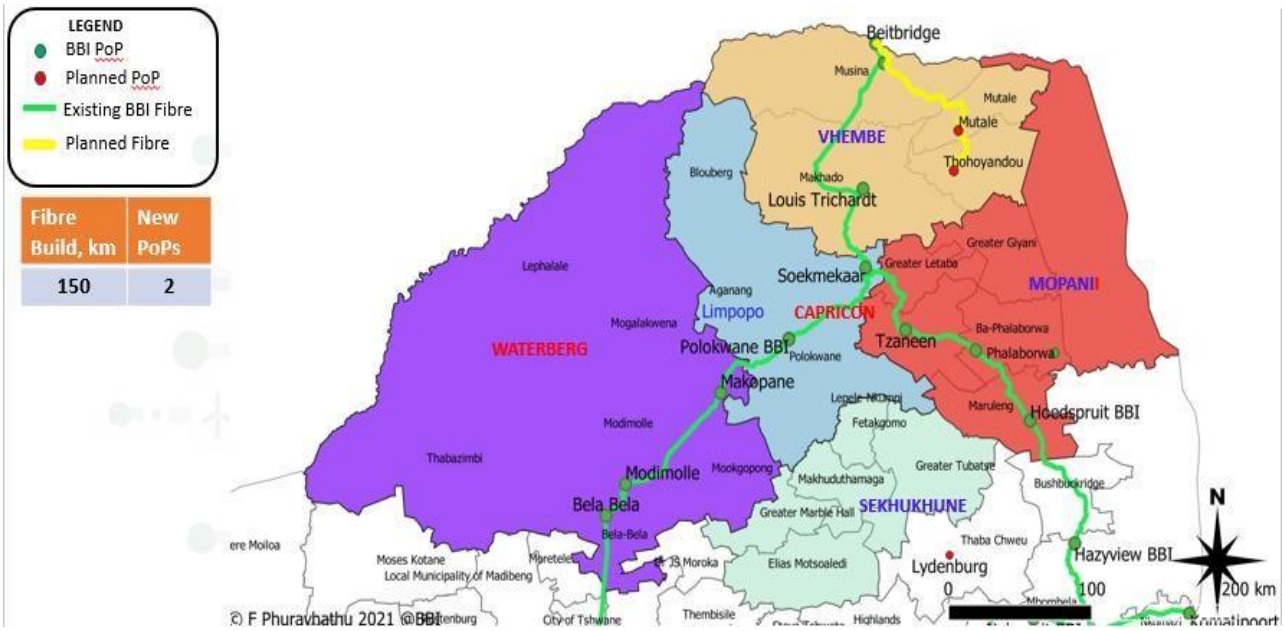
Province	District Municipality Name	Planned Households	Community Wi - Fi
Mpumalanga	3	**516 525**	**2 971**
	Ehlanzeni District Municipality	209 057	1 203
	Gert Sibande District Municipality	135 256	778
	Nkangala District Municipality	172 211	991



2.9 LIMPOPO

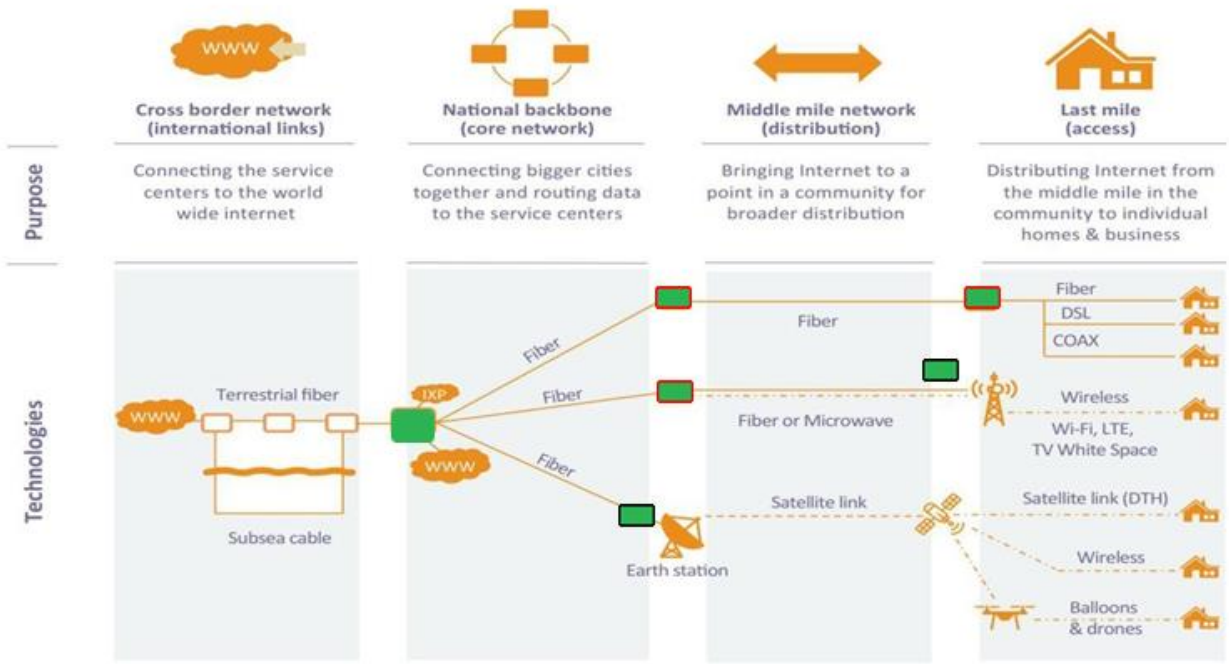
A total of 1 057 354 households and 6 083 Community Wi – Fi hotspots are planned in thevarious areas District Municipalities of Limpopo, as per the breakdown on the table below.

Province	District Municipality Name	Planned Households	Community Wi - Fi
Limpopo	5	**1 057 354**	**6 083**
	Capricorn District Municipality	242 580	1 395
	Mopani District Municipality	211 355	1 216
	Sekhukhune District Municipality	213 284	1 227
	Vhembe District Municipality	254 160	1 462
	Waterberg District Municipality	135 975	782



The appointed Operator will have to integrate their network services to the nearest Broadband Infraco Point of Presence (PoP), for aggregation of all SA Connect services to the applicable Data Centre. BBI will provide internet services (IPT) at each of the PoPs for the ISPs to provision and re-sell to communities via the Wi – Fi hotspots and household connectivity on a revenue share model with BBI.

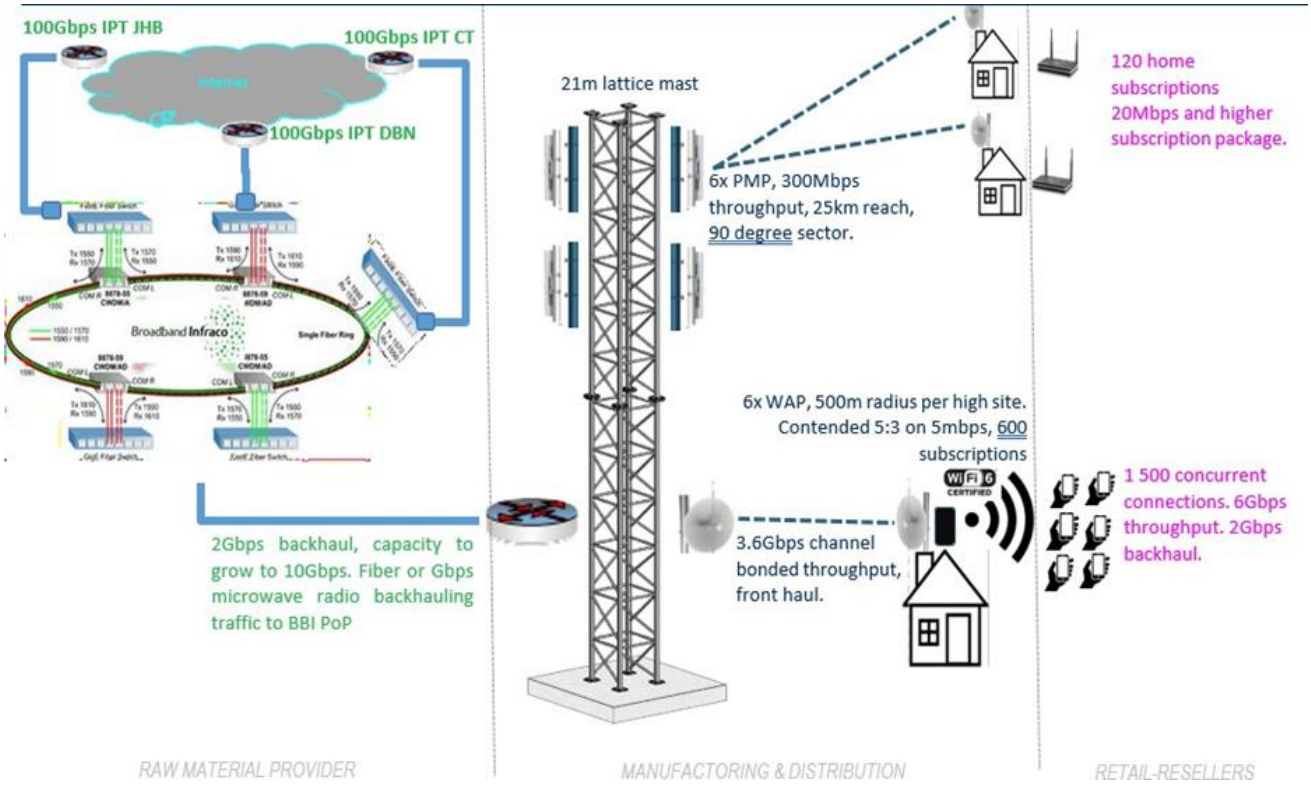
The household and the community Wi – Fi hotspots are technology agnostic as the socio-economic conditions of the target market should determine which technologies best deliver quality services, The various technologies that can be used to deliver broadband services include Microwave, Fixed LTE, TV Whitespace, Satellite and Fibre network.



The Operator should supply and install Community Wi – Fi hotspots in a high demand community area, using WiFi Access Points at a minimum of 100Mbps per access point.

The operators must be able to provide a minimum of 5 Mbps connectivity to households and 100Mbps to community Wi – Fi hotspots. Wireless-to-the-home WTTH solutions should be delivered wirelessly at a minimum of 5 Mbps, with a dedicated home Antenna and in-home routers as provided by the Operator and connecting to a nearby Point to Multipoint radio mast.

WTTH is recommended for especially in extending the density and income thresholds 'downwards' from the eco-spatial segments that FTTH can viably address. Fibre-to-the-home (FTTH) solutions will be delivered in mid-to-high income communities with a fibre cable from a nearby BBI PoP and in-home router (via an optical network terminal).



The Operator shall place customer premise equipment (CPE) at the end-user facility to terminate the last mile and interface with the customer equipment (CE). The Operator equipment shall be physically interfaced using a standard interface (physical or wireless) The nominated ISPs are allowed to erect masts at the BBI PoPs or affiliated sites (e.g., Post Office, Public Works sites etc), in order to extend the reach of their network for full coverage of the area, with the requisite approval having been provided.

<u>Licensed Operator responsibility</u>

- The customer premise equipment including active devices, switches, access points, routers with embedded WI-FI capabilities will need to be supplied and activated by the appointed Operator to provide the customer with internet services.
- Have local presence for Monitoring, metering, maintenance and support the internet services for all relevant sites and Monitoring Portal
- These services must be supported by a 24-hour network operating center and a service center in accordance with a Service Level Agreement of 98% availability

that will be signed between Broadband Infraco and the successful bidder.

- Each access link must have a minimum guaranteed uptime of 98% with a two (2) hour Mean Time to Respond (MTTr) and eight (8) hour Mean Time To Repair (MTTR); All updates and upgrades must be able to be implemented with minimal downtime

3. PROPOSED PACKAGES

Each ISP should propose their **own packages** which will make the project self-sustainable. An example of such a proposition is shown below:

Table A: Community Wi-Fi Hotpot Example of Packages

PACKAGE	OFFERING	TERM
Free 1Gig per month	Free conditional access, advert, survey, and landir page.	1 month
1Gig data	R 2.50	1 Day
10 Gig data	R25	5 days
20 Gig data	R50	10 days
100 Gig data	R 250	30 Days
Bottomless	R 400	30 Days

Table B: Fixed Wireless to The Home Example

PACKAGE	WHAT YOU GET	SPEED	PRICE
Sa Connected Bowser Social media, email, and casual searching	Subsidised installation, 1Gig once off complementary. Uncapped data. **Max 3 device connected.**	3Mbps/2Mbps	R 5 per day, R35 per week, R 140 per month.
Sa Connect Streamer Streaming of music, videos, and entertainment on popular platforms like Netflix, Showmax, and YouTube	Subsidised installation, 5Gig once off complementary. Uncapped data. **Max 5 Devices Connected.**	5Mbps/5Mbps	R 10 per day, R70 per week, R 280 per month.
Sa Connect Gamer Low latency, uncapped data package is specifically designed for online gaming	Subsidised installation, Customer pays R 750 once off installation fee, 10Gig once off free complementary data. Faster, high performance CPE with high processing power. **Max 10 Devices Connected**	10Mbps/10Mbps	R 350 per month
Sa Connect Worker bandwidth and data you need for remote access, video conferencing, collaboration, and productivity tools	Subsidized installation, Customer pays R 750 once off installation fee, 10Gig once off free complementary data. Faster, high performance CPE with high processing power. **Max 20 Devices Connected**	20Mbps/ 20Mbps	R400 per month

Table C: Business Packages Example

PACKAGE	OFFERING	TERM
Business Starter: This package is ideal for SMEs looking to establish an online presence. It provides affordable uncapped data connectivity for basic website operations, social media, and daily business activities.	**R 200** for 30 days, offering 5/5 Mbps uncapped **3 devices**. **R 300** for 30 days, offering 10/10 Mbps uncapped **5 devices.** **Installation Fee R 1250**	Month to Month
Business Grow: This package is designed to meet the needs of growing SMEs, providing uncapped data, security, and productivity features. It enables businesses to scale their digital operations and supports ecommerce, cloud services, and inter-office connectivity	**R 350** for 30 days, offering 20/10 Mbps, **10 devices.** **400** for 30 days, offering 50/25 Mbps, **15 devise.** **R 450** for 30 days, offering 50/50 , **20 devices** **Installation Fee R 2500**	6 Months
Business Transform: This package is specifically tailored to meet the unique requirements of large enterprises. It offers customized uncapped data, cloud services, and security solutions to accelerate business innovation, enhance competitiveness, and drive digital transformation on a global scale	**R 500** for 30 days, offering 100/50 Mbps uncapped, **20 devices**. **R 750** for 30 days, offering 100/100 Mbps uncapped , **30 devices.** **R1500** for 30 days, offering 500/250 Mbps uncapped, **50 devices.** **R 4500** for 30 days, offering 1000/500 Mbps uncapped , **100 devices.** **Installation fee R 3500**	12 Months
Government & Corporate : This package is designed for Government and Corporate Clients offering secure connection with Firewall security, VLANs and public IP address. Number of devices connected package in batches of 100.	**Packages custom designed to suit the Client** **R50 per 100Mbps speed** **R10 per Public IP address** **R10 per VLAN** **Installation fee calculated as per need.**	36 Months

ANNEXURE L – COSTING MODEL

Table A: Eastern Cape

Number of Districts	Community Wi-Fi hotspots	Number of households	Rate for Public Wifi	Rate for Households
Disbursements				
Ad-hoc services				
			Total Price (Excl. VAT)	
			VAT (15%)	
			Total Price (Incl. VAT)	

Table B: Western Cape

Number of Districts	Community Wi-Fi hotspots	Number of households	Rate for Public Wifi	Rate for Households
Disbursements				
Ad-hoc services				
			Total Price (Excl. VAT)	
			VAT (15%)	
			Total Price (Incl. VAT)	

Table C: Northern Cape

Number of Districts	Community Wi-Fi hotspots	Number of households	Rate for Public Wifi	Rate for Households
Disbursements				
Ad-hoc services				
			Total Price (Excl. VAT)	
			VAT (15%)	
			Total Price (Incl. VAT)	

Table D: North – West

Number of Districts	Community Wi-Fi hotspots	Number of households	Rate for Public Wifi	Rate for Households
Disbursements				
Ad-hoc services				
			Total Price (Excl. VAT)	
			VAT (15%)	
			Total Price (Incl. VAT)	

Table E: Free State

Number of Districts	Community Wi-Fi hotspots	Number of households	Rate for Public Wifi	Rate for Households
Disbursements				
Ad-hoc services				
			Total Price (Excl. VAT)	
			VAT (15%)	
			Total Price (Incl. VAT)	

Table F: KwaZulu Natal

Number of Districts	Community Wi-Fi hotspots	Number of households	Rate for Public Wifi	Rate for Households
Disbursements				
Ad-hoc services				
			Total Price (Excl. VAT)	
			VAT (15%)	
			Total Price (Incl. VAT)	

Table G: Gauteng

Number of Districts	Community Wi-Fi hotspots	Number of households	Rate for Public Wifi	Rate for Households
Disbursements				
Ad-hoc services				
			Total Price (Excl. VAT)	
			VAT (15%)	
			Total Price (Incl. VAT)	

Table H: Mpumalanga

Number of Districts	Community Wi-Fi hotspots	Number of households	Rate for Public Wifi	Rate for Households
Disbursements				
Ad-hoc services				
			Total Price (Excl. VAT)	
			VAT (15%)	
			Total Price (Incl. VAT)	

Table I: Limpopo

Number of Districts	Community Wi-Fi hotspots	Number of households	Rate for Public Wifi	Rate for Households
Disbursements				
Ad-hoc services				
			Total Price (Excl. VAT)	
			VAT (15%)	
			Total Price (Incl. VAT)	

ANNEXURE M – RECEIPT OF THE INVITATION FORM

To: Broadband Infraco (SOC) LTD
Sentech
2040 Octave Street, Radiokop

From: (Name of firm) _____

Name of the sender: _____

Attention: _____

Email: _____

Tel No: _____

REQUEST FOR PROPOSAL: INF/TEN: 306: INVITATION TO SUBMIT A PROPOSAL FOR THE APPOINTMENT OF A PANEL OF INTERNET SERVICE PROVIDERS "ISPs" FIBRE NETWORK OPERATORS "FNOs" AND MOBILE VIRTUAL NETWORK OPERATORS "MVNOs" TO FORM A PANEL OF SERVICE PROVIDERS THAT CAN PROVIDE INTERNET / BROADBAND CONNECTIVITY AND PUBLIC Wi-Fi HOTSPOTS IN VARIOUS PROVINCES NATIONWIDE FOR A PERIOD OF THIRTY - SIX (36) MONTHS.

CLOSING DATE: 12 SEPTEMBER 2023 @ 12h00 noon (RSA TIME)

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

_____

_____

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

_____

_____

Nota Bene (NB)*

- This form must be sent back to Broadband Infraco's contact by the deadline of question responses – **30 August 2023** to allow Broadband to send responses and for individual bidders to prepare the responses so as the closing date cannot be affected by late questions and responses.
- Submission of this form will help Broadband Infraco compile a list of interested bidders who will be directly contactable when there are scope changes, addendums and/or for any formal communication for tender **INF/TEN: 306**

Yours Faithfully

Bidders Name: _____

Date: _____