



**DEPARTMENT OF WATER AND SANITATION
REPUBLIC OF SOUTH AFRICA**

REQUEST FOR BID

BID NUMBER: W11458

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER A FIXED LINE SERVICE WITHIN THE
DEPARTMENT OF WATER AND SANITATION FOR A PERIOD OF SIXTY (60) MONTHS NATIONALLY**

ISSUE DATE:

14 NOVEMBER 2023

CLOSING DATE:

14 DECEMBER 2023 AT 11:00am

SUBMIT TENDER DOCUMENT

TO

OR

**POSTAL ADDRESS:
DIRECTOR-GENERAL: WATER AND
SANITATION
PRIVATE BAG X 313
PRETORIA,0001**

**TO BE DEPOSIT IN:
THE TENDER BOX AT THE ENTRANCE
OF ZWAMADAKA BUILDING
157 FRANCIS BAARD STREET
(FORMERLY SCHOEMAN STREET)
PRETORIA,0002**

TENDERER: (Company address and stamp)

**COMPILED BY: ZELDA PHIRI
DEPARTMENT OF WATER AND SANITATION**



DIRECTIVE TO BIDDERS ON COMPLETION OF SBD FORMS AND PACKAGING OF BID PROPOSAL

The purpose of this document is to guide bidders on the completion of SBD forms and packaging of a Bid

Proposals with each document being placed under the correct Annexure. The last column of the table below (this column must be ticked as an indication that each document and its requirements have been complied with by the bidder)

The dates on this all-SBD forms must be a date which is within the bid advert period

TABLE OF CONTENTS FOR BID PROPSALS

DOCUMENT	ANNEXURE	DIRECTIVE	COMPLIED/NOT COMPLIED
SDB 1	A	Bidders are required to complete this document in full and be signed off. The date on this form must be a date which is within the bid advert period	
SBD 3.1/3.3	B	Bidders are required to complete the applicable form in full and ensure that the amounts in the document are properly calculated. The total amount (inclusive of VAT) as reflected herein will be regarded as the Total Bid Price. Bidders who are not VAT Vendors are not allowed to charge VAT Bidders are required to constantly verify their TAX Status on CSD to ensure that their task matters are in order	
SBD 4	C	This document must be completed in full. Bidders attention is drawn particularly to paragraph 2.3 which requires the bidder to disclose if the company or any of its directors have interest in other companies whether they have bidded or not. Bidders are required to provide all information. Should a bidder have more companies to declare, such information can be provided on a separate sheet in the format prescribed in the form and be attached to the SBD 4. Information captured must be inline with what is captured in the CSD report	
SBD 6.1	D	This document must be completed in full. Bidders are advised to ensure that information captured in this this form is aligned to information contained in the CSD Reports.	
BBBEE Certificate/Sworn affidavit	E	Bidders are required to submit a valid BBBEE Certificate or sworn affidavit.	
CSD Report	F	Bidders are requested to provide copies of reg CSD Report.	
Bid Proposal	G	A detailed bid proposal inline with the Specifications must be attached	

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	W11458	CLOSING DATE: 11 NOVEMBER 2023		CLOSING TIME:	11:00AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO RENDER A FIXED LINE SERVICE WITHIN THE DEPARTMENT OF WATER AND SANITATION FOR A PERIOD OF SIXTY (60) MONTHS NATIONALLY				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
ZWAMADAKA BUILDING ENTRANCE					
157 SCHOEMAN STREET					
PRETORIA					
0002					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	ZELDA PHIRI		CONTACT PERSON	HENNIE ROODMAN	
TELEPHONE NUMBER	012 336 7954		TELEPHONE NUMBER	012 336 7697	
FACSIMILE NUMBER			FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	PHIRIZ@dws.gov.za		E-MAIL ADDRESS	ROODMANH@DWS.GOV.ZA	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

PRICING SCHEDULE
(Professional Services)

APPOINTMENT OF A SERVICE PROVIDER TO RENDER A FIXED LINE SERVICE WITHIN THE DEPARTMENT OF WATER AND SANITATION FOR A PERIOD OF SIXTY (60) MONTHS NATIONALLY

NAME OF BIDDER:	PROJECT NO: W11458
CLOSING TIME: 11:00 AM 2023	CLOSING DATE: 14 NOVEMBER

OFFER TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID.

ITEM DESCRIPTION BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total Estimated time for completion of all phases and including all Expenses inclusive of all applicable taxes for the project.

R.....

3. PHASE ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....	R..... Days
.....	R..... Days
.....	R..... Days

3.1. Travel expense (specify, for example rate/km and total km, class Of air travel, etc.). Only actual costs are recoverable. Proof of the Expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCCURED AMOUNT	RATE	QUANTITY
.....	R.....	R.....
.....	R.....	R.....
.....	R.....	R.....
TOTAL: R.....		

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

3.2. Other expenses, for examples accommodation (specify, e.g. Three Star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURED	RATE	QUANTITY
.....	R.....
.....	R.....
.....	R.....

TOTAL: R.....

4. Period required for commencement with project after Acceptance of bid

.....

5. Estimated man-days for completion of project

.....

6. Are the rates quoted firm for the full period of contract?

*YES/NO

7. If not firm price period, provide details of the basis on which Adjustments will be applied for, for example consumer price index.

.....
.....
.....
.....

Any enquiries regarding bidding procedures may be directed to the

Department: Department of Water and Sanitation

Contact Person: ZELDA PHIRI

Tel: 012 336 7954

E-mail address: dolamow@dws.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Mr HENNIE ROODMAN

Tel: 012 336 7697

E-mail address: roodmanh@dws.gov.za

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of his invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature Date

.....
Position Name of bidder

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

1.2 To be completed by the organ of state

The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

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:

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \text{or} \quad P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{max} = Price of highest acceptable tender

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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women	5	
People with disability	5	
Youth (35 and below)	5	
Location of enterprise (Province)	2	
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3	
Total points for SPECIFIC GOALS	20	

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:

.....

.....

.....

.....

STANDARD EVALUATION CRITERIA IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

THE 80/20 POINTS AWARDED FOR PRICE AND SPECIFIC GOALS

The 80/20 Preferential Procurement System will be used in evaluating these bids:

Evaluation element	Weighting (Points)
SPECIFIC GOALS	20
PRICE	80
Total	100

Price

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

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

Where:

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

Preference point system

SPECIFIC GOALS	NUMBER OF POINTS TO BE ALLOCATED
Women	5
People with disability	5
Youth (35 and below)	5
Location of enterprise (Province)	2
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3
Total points for SPECIFIC GOALS	20

Documents Requirement for verification of Points allocation: -

Procurement Requirement

Required Proof Documents

Women

Full CSD Report

Disability

Full CSD Report

Youth

Full CSD Report

Location

Full CSD Report

B-BBEE status level contributors from level 1 to 2 which are QSE or EME

Valid BBBEE certificate/sworn affidavit

Consolidated BEE certificate in cases of Joint Venture

Full CSD Report

The definition and measurement of the goals above is as follows:

Women, disability, and youth:

This will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets this criterion. E.g., Company A has five shareholders each of whom own 20% of the company. Three of the five shareholders meet the criterion, i.e. they are women/disability/youth. Therefore, this bidder will obtain 60% of the points allowable for this goal.

Location of enterprise

Local equals province. Where a project cuts across more than one province, the bidder may be located in any of the relevant provinces to obtain the points.

B-BBEE status level contributors from level 1 to 2 which are QSE or EME

Measured in terms of normal BBBEE requirements.

Note: Formula for calculating points for specific goals

Preference points for entities are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed:

$$PC = \frac{Mpa \times P\text{-own}}{100}$$

Where

PC= Points awarded for specific goal

Mpa= The maximum number of points awarded for ownership in that specific category

P-own = The percentage of equity ownership by the enterprise or business

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and**
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.**

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.**
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract.**

Whenever

there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

- 1. Definitions**
- 2. Application**
- 3. General**
- 4. Standards**
- 5. Use of contract documents and information; inspection**
- 6. Patent rights**
- 7. Performance security**
- 8. Inspections, tests and analysis**
- 9. Packing**
- 10. Delivery and documents**
- 11. Insurance**
- 12. Transportation**
- 13. Incidental services**
- 14. Spare parts**
- 15. Warranty**
- 16. Payment**
- 17. Prices**
- 18. Contract amendments**
- 19. Assignment**
- 20. Subcontracts**
- 21. Delays in the supplier's performance**
- 22. Penalties**
- 23. Termination for default**
- 24. Dumping and countervailing duties**
- 25. Force Majeure**
- 26. Termination for insolvency**
- 27. Settlement of disputes**
- 28. Limitation of liability**
- 29. Governing language**
- 30. Applicable law**
- 31. Notices**
- 32. Taxes and duties**
- 33. National Industrial Participation Programme (NIPP)**
- 34. Prohibition of restrictive practices**

General Conditions of Contract

1. **Definitions** 1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14 "GCC" means the General Conditions of Contract.
 - 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
 - 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
 - 1.17 "Local content" means that portion of the bidding price which is not included in the imported content

provided that local manufacture does take place.

- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application.

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

6. Patent rights.

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) A cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or organization acting on behalf of the Department.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

other parties by the supplier for similar services.

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

(a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or

within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2.

- (b) If the Supplier fails to perform any other obligation(s) under the contract; or
- (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) The purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

GCC (revised July 2010)

35. SPECIAL CONDITIONS OF CONTRACT

35.1 The State reserves the right to verify and authenticate all the information supplied in this document by the bidder.

35.2 The Bid must be strictly in accordance with the conditions and specifications contained herein.

35.3 If it is found that any information has been tampered with during the evaluation process and/or after the Bid/Contract has been awarded that any false information has been provided, the State reserves the

right to take the necessary action as it deems fit, including but not limited to the institution of criminal proceedings.

35.4 Failure to sign all relevant places shall invalidate your bid (**SBD1, SBD 3.3, SBD 4, and SBD 6.1 or 6.2 and SCC**)

35.5. All queries should be sent to the relevant person via email state above. No query will be responded to if sent 3 days before the closing date.

35.6. If you are not a registered supplier with the Department of Water and Sanitation, please complete the supplier registration forms and banking details, supplier registration forms are available at Departmental website, www.dwa.gov.za

35.7. Bidders/ Individuals that are directors or members in more than one company bidding for this tender and do not openly declare their interests will be disqualified

35.8 The DWS reserves the right to not make an award on any of the responses to this Bid.

35.9 The DWS reserves the right to award only parts of this bid and re-bid for other parts.

35.10 All bid documents should be hand delivered and deposited into the Tender Box, if sent via post, envelope or package, the envelope must be clearly marked to avoid your submission been mixed with normal letters sent to the Department.

35.11 Only signed, original documents will be accepted.

36. ACCEPTANCE OF TERMS AND SPECIAL CONDITIONS

The above terms of the bid and all Annexure have been read, understood and accepted.

For and on behalf of the Bidder:

.....

Signature of Bidder:

Date:

Bidder's Name & Surname:

Designation

Witness Name & Surname:

Date

Signature:

Address (Physical):



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

**APPOINTMENT OF A SERVICE PROVIDER TO
RENDER A FIXED LINE SERVICES WITHIN THE
DEPARTMENT OF WATER AND SANITATION FOR
A PERIOD OF SIXTY MONTHS**

GLOSSARY

DWS:	Department of Water and Sanitation
TOR:	Terms of Reference
PABX:	Private Automatic Branch Exchanger
OEM:	Original Equipment Manufacturer
IP:	Internet Protocol
ICT:	Information and Communication Technology
PSTN:	Public Switch Telephone Network
ISDX:	Interactive Surface Design Extension
ISDN PRI:	Integrated Service Digital Network Primary Rate Interface
ISDN BRI:	Integrated Service Digital Network Basic Rate
DPNSS:	Digital Private Network Signaling System
SIP:	Session Initiation Protocol
DDI:	Direct Dialing In
DDO:	Design and Development Overlay
TMS:	Telephone Management System
CRM:	Customer Relationship Management
CBD:	Central Business District
IPPBX:	Internet Protocol Private Branch Exchanger
ACD:	Automatic Call Distribution
SLA:	Service Level Agreement
OHS:	Occupational Health and Safety
HIRA:	Hazard Identification and Risk Assessment
GAR 9:	General Administration Regulation 9
POPIA:	Protection of Personal Information Act.

1. BACKGROUND

In order to deliver according to its mandate, the Department of Water and Sanitation (DWS) need to improve its efficiency, effectiveness, security and information reliability to deliver more – better, faster, and cost effectively with the relevant controls in terms of best practice and good governance. A key element in this drive towards effectiveness and efficiency is the use of ICT that drives communication within the DWS environment nationally.

The department is faced with the major restructuring which has resulted in expansion of the structure. This is such that the department should implement new infrastructure to address the business growing demand. However, with change in technology on daily basis, a cutting-edge technology build for the future should be implemented with the aim of saving cost while not compromising quality of the service.

2. STRATEGIC INTENT

The Department of Water and Sanitation (DWS) requires fixed line solution for its National, Provincial and Satellite offices that accommodates all the DWS current systems and has the capacity to accommodate organic growth, technology changes and ultimately convergence.

3. CURRENT FIXED LINE STATUS

The DWS have several different telephone systems and technologies in place throughout various offices, including hybrid PSTN systems, Ip Based systems and cloud-based systems, and is looking to maintain these systems, inclusive of providing and maintaining voice connectivity to the various systems in various regional locations. The Department is currently utilizing onsite hybrid PBX solutions consisting of both Analogue PBX technology systems namely :(Siemens / Ericsson, ISDX and REALITIS systems, onsite IP Based systems, as well as hosted systems) The systems are integrated through various technologies, such as: ISDN PRI / ISDN BRI, DPNSS, and SIP trunking for exchanging of calls. The Department is currently without maintenance and support contracts for these systems, creating a huge risk should systems fail.

4. TERMS OF REFERENCE

4.1 The scope of work must include:

- (a) Provision of connectivity, including all Carrier services for all routing types per site.
- (b) Provisioning of primary and redundancy voice connectivity mediums, gateways, inclusive of maintenance thereof per site location.
- (c) Porting of all existing telephone numbers (inclusive of its DDI/DDO properties)
- (d) Provide Off-Net break out service of all current DWS sites but not limited to the existing allocated locations, in various regions/provinces. (As per Table 1A)
- (e) Provide, setup and maintenance of a fully integrated, centralised hosted Telephone Management System (TMS), to provide automated reporting across all extension users, based on pin code reporting throughout all the regions and branches
- (f) Provide a Call Centre/Help desk solution as a service, for the existing DWS helpline. (Which requires a CRM and web ticketing platform and contact centre reporting). Provision for 50 seats (agents) but not limited to.
- (g) Call Centre functionality should include remote access & functionality for “Work from home” agents. All Agents require this functionality.
- (h) Onsite support and maintenance of all services and goods provided, for a period of 60 Months

- (i) Provisioning of 2 qualified & certified onsite technicians for DWS Head Office, for the maintenance of the departments current PBX system, consisting of 4x clustered Siemens Realitis systems and switchboard environment, situated between 6 Primary DWS HO buildings.

4.2 DELIVERY ADDRESS (Refer to allocated Table 1A : Terms Of Reference) for detailed properties applicable to indicated delivery address , as per below.

The goods or services must be supplied or provided at the following physical address(es);

No	Current DWS office locations.
1	Bellville Regional office
2	Bloemhof Dam
3	Bloemfontein Regional office
4	Boskop Dam Hydrology
5	Boskop Dam Training Centre
6	Brits Regional office
7	Bronhortspruit Regional office
8	Clanwilliam Dam
9	Cradock Regional office
10	Cradock Hydrology
11	DeMistkraal Dam Office
12	Doringwater Pump Station
13	Drankenstein Regional office
14	Driel Pump station
15	East London Regional office
16	Elandsdrift Dam Office
17	Gariep Dam
18	Glen Melville Dam Office
19	Grassridge Dam Office
20	Grobiersdal Regional office
21	Groot Mariko Dam - Site Office
22	Hartbeespoort Dam Regional Office
23	Henkries Pump Station
24	Henkries Site office
25	Jagersrust Regional office
26	Jan Kempdorp Regional office
27	Jericho Dam - area office
28	Kimberley Regional office
29	King Williams Town
30	Kirkwood Site office
31	Kurperoord - Hartbeespoort dam
32	Lydenburg Regional office
33	Mmabathu Regional office
34	Mthatha Dam Site office
35	Mthatha Regional Office
36	Ncora Canal office
37	Nelspruit Regional office
38	Paarl Regional office
39	Polokwane Regional office
40	Port Elizabeth Regional office
41	Potchefstroom Regional office
42	PTA 0800 Helpline
43	PTA Central Regional office
44	PTA Continental
45	PTA Emanzini
46	PTA IBOM Regional office
47	PTA Ndinaye
48	PTA West
49	Roodeplaat RQIS
50	Roodeplaat RTC
51	Senekal Site office
52	Steinkopf Regional office
53	Sterkfontein Dam.

54	Teebus Tunnel - Steynsburg
55	Tzaneen Hydrology Office
56	Uitkeer Regional office
57	Umzimvubu site office
58	Upington Regional office
59	Vaaldam Regional office
60	Van Der Kloof Dam
61	Woodstock Dam
62	Worcester Regional office

4.3 DETAILED SITE INFORMATION

It will be expected from the new Service provider to provide the solution architecture that makes provision for the following remote sites with centralized connectivity to TMS.

Reference to: Table 1A: Terms Of Reference

Table 1A - Terms Of Reference (TOR)

Item #	Office Location	# of ext Users	PBX Type	Landline CPE required		Connectivity		Radio links	Tel Number	TMS - no of users
				CPE type	Required Channels	Primary type	Redundancy type			
1	Belville Regional office	270	Onsite IP	SIP GW	60	Fibre	Fixed LTE	0	600	270
2	Bloemhof Dam	6	Hosted IP	SIP GW	8	Wireless	NA	2	12	6
3	Bloemfontein Regional office	125	Onsite IP	SIP GW	30	Wireless	Fixed LTE	0	300	125
5	Boskop Dam Hydrology	34	Onsite IP	SIP GW	16	Wireless	NA	0	60	34
4	Boskop Dam Training Centre	10	Hosted IP	SIP GW	8	Vsat	Fixed LTE	0	10	20
6	Brits Regional office	15	Onsite IP	SIP GW	16	Wireless	NA	0	3	15
7	Bronhortspruit Regional office	112	Hosted IP	SIP GW	30	Wireless	Fixed LTE	2	120	112
8	Clanwilliam Dam	96	Hosted IP	SIP GW	30	Fibre	Fixed LTE	10	100	96
9	Craddock Regional office	20	Hosted IP	SIP GW	8	Fibre	Fixed LTE	0	300	20
10	Craddock Hydrology	20	Hosted IP	SIP GW	8	Fibre	Fixed LTE	0	36	20
11	DeMistkraal Dam Office	3	Hosted IP	VSat	2	Vsat	NA	0	2	2
12	Doringwater Pump Station	2	Hosted IP	SAT	8	Vsat	NA	0	5	5
13	Drankenstein Regional office	17	Hosted IP	LTE APN Router	16	Wireless	Fixed LTE	2	6	17
14	Driel Pump station	8	Hosted IP	SIP GW	8	Wireless	Fixed LTE	4	12	8
15	East London Regional office	109	Onsite IP	SIP GW	30	Fibre	Fixed LTE	0	200	109
16	Elandsdrift Dam Office	3	Hosted IP	VSat	2	Vsat	NA	0	2	2
17	Gariep Dam	33	Onsite IP	SIP GW	16	Vsat	Fixed LTE	3	5	33
18	Glen Melville Dam Office	3	Hosted IP	VSat	2	Vsat	NA	0	2	2
19	Grassridge Dam Office	3	Hosted IP	VSat	2	Vsat	NA	0	2	2
20	Groblersdal Regional office	50	Hosted IP	SIP GW	16	Wireless	Fixed LTE	2	60	50
21	Groot Mariko Dam - Site Office	20	Onsite IP	SIP GW	8	Wireless	Fixed LTE	0	30	20
22	Hartbeespoort Dam Regional Office	108	Onsite IP	SIP GW	30	Wireless	Fixed LTE	3	90	108
23	Henkries Pump Station	2	Hosted IP	SAT	8	Vsat	NA	0	5	5
24	Henkries Site office	2	Hosted IP	SAT	8	Vsat	NA	0	5	5
25	Jagersrust Regional office	2	Hosted IP	SIP GW	8	Wireless	NA	0	5	2
26	Jan Kempdorp Regional office	35	Onsite IP	SAT	16	Wireless	Fixed LTE	3	45	35
27	Jericho Dam - area office	75	Onsite IP	SIP GW	16	Vsat	Fixed LTE	0	300	350
28	Kimberley Regional office	206	Ericsson MD110	E1 - Pri GW	30	Wireless	Fixed LTE	0	300	206
29	King Williams Town	114	Onsite IP	E1 - Pri GW	30	Fibre	Fixed LTE	3	300	114
30	Kirkwood Site office	2	Hosted IP	SIP GW	8	Wireless	NA	0	5	5
31	Kurperoord - Hartbeespoort dam	30	Hosted IP	SIP GW	8	Wireless	NA	0	30	30
32	Lydenburg Regional office	22	Hosted IP	SIP GW	8	Wireless	NA	0	30	22
33	Mnabathu Regional office	132	Onsite IP	SIP GW	30	Fibre	Fixed LTE	0	150	132
34	Mhatha Dam Site office	25	Onsite IP	SIP GW	16	Wireless	Fixed LTE	2	45	35
35	Mhatha Regional Office	25	Onsite IP	SIP GW	8	Fibre	Air Fibre	0	30	40
36	Ncora Canal office	3	Hosted IP	VSat	2	Vsat	NA	0	2	2
37	Nelspruit Regional office	225	Onsite IP	SIP GW	30	Wireless	Fixed LTE	0	500	225
38	Paarl Regional office	35	Hosted IP	SIP GW	8	Wireless	Fixed LTE	0	45	35
39	Polokwane Regional office	230	Onsite IP	SIP GW	30	Wireless	Fixed LTE	0	300	230
40	Port Elizabeth Regional office	64	Onsite IP	SIP GW	30	Fibre	Fixed LTE	0	300	64
41	Potchefstroom Regional office	54	Siemens Hybrid	E1 - Pri GW	30	Wireless	Fixed LTE	0	120	54
42	PTA 0800 Helpline	10	Hosted IP	SIP GW	16	Fibre	Air Fibre	0	20	20
43	PTA Central Regional office	265	Onsite IP	SIP GW	30	Fibre	Air Fibre	2	600	265
44	PTA Continental	216	Realits DX	E1 - Pri GW	80 (2xDPNSS @	DPNSS	Air Fibre	2	300	216
45	PTA Emanzini	2650	Realits DX	ISDN-E1 Pri GW	240 (8 x E1 ports)	Fibre	NA	2	2400	2650
46	PTA IBOM Regional office	135	Onsite IP	SIP GW	30	Fibre	Air Fibre	2	150	135
47	PTA Ndinaye	228	Realits DX	E1 - Pri GW	30 (1xDPNSS @	DPNSS	Air Fibre	2	300	228
48	PTA West	68	ISDX	E1 - Pri GW	30	Fibre	Fixed LTE	0	300	68
49	Rodeplaas RQIS	125	Onsite IP	Mikrotik Router	30	Wireless	Fixed LTE	4	132	125
50	Rodeplaas RTC	45	Onsite IP	Mikrotik Router	30	Wireless	Fixed LTE	3	48	45
51	Senekal Site office	2	Hosted IP	SIP GW	8	Wireless	NA	0	5	5
52	Steinkopf Regional office	13	Hosted IP	LTE APN Router	8	Wireless	Fixed LTE	0	5	13
53	Sterkfontein Dam.	7	Hosted IP	SIP GW	8	Wireless	NA	0	10	7
54	Teebus Tunnel - Steynsburg	11	Onsite IP	SIP GW	8	Vsat	Fixed LTE	5	3	11
55	Tzaneen Hydrology Office	3	Hosted IP	VSat	2	Vsat	Fixed LTE	0	2	2
56	Uitkeer Regional office	32	Hosted IP	SAT	8	Wireless	Fixed LTE	3	60	32
57	Umzimwubu site office	2	Hosted IP	SIP GW	8	Wireless	NA	0	5	5
58	Uptington Regional office	48	Siemens	ISDN Bri GW	8	Vsat	Fixed LTE	2	50	48
59	Vaaldam Regional office	200	Onsite IP	SIP GW	60	Fibre	Fixed LTE	7	300	300
60	Van Der Kloof Dam	32	Hosted IP	SIP GW	16	Vsat	Fixed LTE	8	100	32
61	Woodstock Dam	5	Hosted IP	SIP GW	8	Wireless	NA	0	10	5
62	Worcester Regional office	51	Hosted IP	SIP GW	8	Wireless	Fixed LTE	0	60	51

5. SCOPE OF WORK

5.1 This section represents the requirement of the Department of Water and Sanitation (DWS) for maintenance and support of the current Private Automatic Branch Exchange (PABX)

- (i) The offered solution should make use of the existing DWS telecommunication infrastructure (i.e. **the Department does not want to replace their current PABX's**);
- (ii) The offered solution should integrate with the existing DWS telecommunication (i.e. Realits ISDX PABX, 9 software) infrastructure;
- (iii) The offered solution should enable VOIP (Voice over IP) connectivity on current Realits ISDX PABX between all branches.

- (iv) The offered solution should include Maintenance (i.e. of the PABX cards, rectifiers and required programming on PABX, Voice Redundancy network,) for the new solution.

		COMPLY		
		YES	NO	REMARKS
5.1.1	Solution Required Bidder should include all hardware, software installation and programming to ensure a working solution for all requirements (i.e. Redundancy network, TMS, Voicemail and Connectivity and Maintenance).			
5.1.2	Provide full carrier services including quality routing of all call types including outbound, inbound and porting of existing numbers. This includes the supply of all required Primary and Redundancy connection mediums and gateways			
5.1.3	Must support integration with current infrastructure as well as provide fully transparent interfaces to legacy devices where needed.			
5.1.4	Pretoria – two (2) on-site PABX and cabling technicians must be provided from 7:30 until 16:00 weekdays, on call over weekends and public holidays for emergencies.			
5.1.5	All systems must be maintained on a daily basis, by inspecting and checking faults on the systems.			
5.1.6	Fault on extension numbers will be logged with the service provider and a fault report will be issued to the Department on a monthly basis.			
5.1.7	Faulty equipment related to the main system, rectifier and battery bank, switchboard, desk phones, and cabling infrastructure should be replaced by the service provider, This should provide an inclusive 99% uptime strategy on system and parts working for the Department.			
5.1.8	Provision must be made for replacement of curly cords and longer cords ranging from m up to 10m.			
5.1.9	All broken covers and cabling must be repaired; loose cables must be secured.			
5.1.10	The Service provider must maintain the Wireless redundancy (radio links) between the buildings in the CBD Air Fiber (8 Radio's connecting 4 buildings Namely :			

	COMPLY		
	YES	NO	REMARKS
Emanzini, Continental, Ndinaye and Bothongo)			
5.1.11 The Service provider must maintain the current E1 Gateways at each termination point to covert the IP to ISDN (PBX translation) with full PBX commands translation (DPNSS)			
5.1.12 The current Voicemail system is to be maintained			
5.1.13 Moving of extensions and activations of new lines must be included but based on demand.			
5.1.14 PABX room should at all times be kept neat and clean, and access control should be applied through documenting entry to the room through the responsible person of the Department.			
5.1.15 The service provider must maintain the 4 x AC-Win PC based consoles (Switchboard Consoles) as the corresponding desktop computers			
5.1.16 Technical certification / letter is required that the bidder is an approved reseller and authorized service agent to work on the ISDX/ Reatis . Failure to submit certificate / letter will automatically disqualify the bid.			
5.1.17 Telecommunication (ISDX PABX) experience (i.e. (CV of technician who will work on PABX etc). CV) will automatically disqualify the bid.			
5.1.18 No software changes may be done on the PABX's (i.e. bidders must use existing software). The current system operates on Window 7			
5.1.19 Spare parts must be available within 24 hours of being requested			

5.2 Onsite Telephony PBX (IPPBX) – where applicable
 *Reference to: Table 1 A: Terms of reference

	COMPLY		
	YES	NO	REMARKS
5.2.1 Solution Required Bidder must maintain the current IP PBX on site (as tabled) at the current DWS Regional offices			

		COMPLY		
		YES	NO	REMARKS
5.2.2	Provide full carrier services including quality routing of all call types including outbound, inbound and porting of existing numbers. This include the supply of all required Primary and Redundancy connection mediums and gateways, prices are to be indicated per site, per month including any once off fees			
5.2.3	Must support integration with current infrastructure as well as provide fully transparent interfaces where needed.			
5.2.4	All systems must be maintained on a daily basis, by inspecting and checking faults on the systems.			
5.2.5	Fault on extension numbers will be logged with the service provider and a fault report will be issued to the Department on a monthly basis.			
5.2.6	All current IP desk phones, conference phones and Switchboards are to be maintained			
5.2.7	Faulty handsets must be replaced with new ones			
5.2.8	Provision must be made for replacement of curly cords and longer fly leads ranging from 3m up to 10m.			
5.2.9	All DWS offices must connect to the DWS Centralized TMS database for monthly reporting, all required reports must be automated monthly			
5.2.10	The Service provider must maintain the Wireless Radio connectivity links (radio links) at all DWS sites that currently make use of these to link buildings and networks			

5.3 Hosted IP PABX (as per Table 1A: Terms of Reference, of existing hosted sites). All standard PABX features must be included and indicated in the solution proposal.

		COMPLY		
		YES	NO	REMARKS
5.3.1	<p>Solution Required</p> <p>Bidder must allocate a new sip sever at the current DWS hosted PBX site, and reconfigure all IP handsets</p> <p>Reference to: Table 1A: Terms Of Reference</p> <p>All pricing is to be indicated in full, cost per month per site</p>			
5.3.2	<p>Provide full carrier services including quality routing of all call types including outbound, inbound and porting of existing numbers. This include the supply of all required Primary and Redundancy connection mediums and gateways, prices are to be indicated per site, per month including any once off fees</p>			
5.3.3	<p>All Hosted sites platforms must include call recordings, call center functionality (including Wallboard viewing platform)</p>			
5.3.4	<p>Must support integration with current infrastructure as well as provide fully transparent interfaces where needed.</p>			
5.3.5	<p>All systems must be maintained on a daily basis, by inspecting and checking faults on the systems.</p>			
5.3.6	<p>Fault on extension numbers will be logged with the service provider and a fault report will be issued to the Department on a monthly basis.</p>			
5.3.7	<p>All current IP desk phones, conference phones and Switchboards are to be maintained</p>			
5.3.8	<p>Faulty handsets must be replaced with new ones</p>			
5.3.9	<p>Provision must be made for replacement of curly cords and longer fly leads ranging from 3m up to 10m.</p>			
5.3.10	<p>All DWS offices must connect to a Centralized TMS system & database for monthly reporting, all required reports must be automated monthly</p>			
5.3.11	<p>The Service provider must maintain the Wireless Radio connectivity links (radio links) at all DWS sites that currently make use of this to link buildings and networks</p>			

	COMPLY		
	YES	NO	REMARKS

5.4 Provide hosted Call Centre solution.

	COMPLY		
	YES	NO	REMARKS
5.4.1 DWS existing 0800 contact centre number, must be integrated into one platform (cloud based) and be accessible on either DWS Siemens system, and / or hosted platform.			
5.4.2 Remote accessibility of call centre management and analytics platform which allows the DWS to measure the results of call centre objectives (e.g., view real time statistics, agent's availability, calls on queue and busy/free status of agents. N.B ensure that the services are hosted within the boundaries of the Republic of South Africa.			
5.4.3 Automatic Call Distribution (ACD) for both agents and supervisors the solution must have the ability to expand when and as required for agents and supervisors. Provide an Integrate virtual call centre per site			
5.4.4 Virtual Call Centre agents (including home agents) must be able to access solution from anywhere with an Internet connection. Scalable at no additional cost			
5.4.5 Provision of all Carrier service for all routing type, including redundancy			
5.4.5 Setup of message on hold, afterhours message and holiday messages on demand			
5.4.6 Provision of SMS gateway for automatic correspondence to callers, with sms confirmation of ticket numbers, and call procedure updates			
5.4.7 Provision of facility to record all inbound and Outbound Agent calls			
5.4.8 Leave message record (voicemail)			

		COMPLY		
		YES	NO	REMARKS
5.4.9	Agent reporting (E.g. All inbounds Agent login, Agent name)			
5.4.10	The CRM must be a web-based database system that captures contacts and communication details. The system / CRM must also provide an online facility for capturing of caller information and integrate with sms gateway for 2-way sms communication to and with callers.			

5.5 Fully hosted telephone management system (TMS)

5.5.1 Provide and maintain centralised / hosted TMS, with integration to existing DWS systems.

* Reference to: Table 1A: Terms Of Reference

		COMPLY		
		YES	NO	REMARKS
5.5.1	All DWS sites are be connected onto one centralised TMS system			
5.5.2	Call rates updates and enhancement at no extra cost for the duration of the contract			
5.5.3	View and manage multiple sources of information such as view fixed line, mobile, international calls from a single portal			
5.5.4	The system must accommodate all DWS offices existing extensions with additional roaming pins			
5.5.5	The system must compile individual monthly accounts for telephone spend per site and per extension as well as all roaming pins			
5.5.6	The system must compile summary reports on spending for each DWS site with a complete breakdown of each Directorate within the branch			
5.5.7	Reports must reflect daily, monthly and quarterly telephone spending			
5.5.8	The System must also record incoming and internal calls			
5.5.9	There must be a back up of all the information gathered by the TMS from All DWS sites			

6. OFF-NET SERVICES (SIP TRUNK)

- 6.1 The bidder must port all existing SIP trunk services with all DWS associated Telephone numbers, throughout all the existing DWS branches.
- 6.2 All cost related to porting (8061 DDI/DDO ported numbers) and infrastructure must be indicated in the pricing schedule. * Reference to: Table 1A: Terms of Reference
- 6.3 Replace all Current SIP trunk channels (See attached Table 1A: Terms of Reference, for Sip channel's per site)
- 6.4 DDI Allocation - Direct Dialling In-ward /out (DDI/O) all DWS numbers.
- 6.5 Voice traffic that exit /enters the sites must be secured by means of an onsite voice firewall on all systems with Fixed Line connectivity, to ensure safeguarding all IP traffic, ports, IP address, VLANs, and subnets used to ring fence all IP/SIP traffic and connectivity.
- 6.6 Service provider to replace all existing CPE (voice Gateways & media Routers) * as per Table 1A (Terms of Reference). Pricing thereof to be indicated in the pricing schedule.
- 6.7 Service provider to replace all existing Fixed Line primary & redundancy voice connectivity at all required sites, * as per Table 1A (Terms Of Reference). Pricing thereof to be indicated in the pricing schedule.

7. MONTHS SUPPORT AND MAINTENANCE

- 7.1 Onsite telephony support for the duration of the contract period, applicable to all branches indicated. Onsite hardware support and maintenance is required for a period of 60 months.
- 7.2 The support should include other adhoc request such as moves and changes, relocation of CPE to and between offices and decommissioning of services and CPE as an when requested.
- 7.3 A Service level agreement, must be provided, which must include monthly reporting on log calls stats, mean time to repair and response. Connectivity downtime & usage and total traffic utilisation. Contact centre statistics to and from the contact centre number.
- 7.4 Maintenance and support levels include a single point of contact for problem resolution and response. Bidders to explain and provide a diagram and flow chart of how the service operates, during normal business hours and after hours.
- 7.5 Bidders must ensure that they have the resource capabilities to attend to faults within given timeframes for the rectification of faults. Provide indicative diagrams, and or information stipulating procedures, timeframe allowances, and mean time to response timeframes, as applicable in terms of handling of logged faults.
- 7.6 Provisioning of 2 qualified & certified onsite technicians for DWS Head Office, for the maintenance of the departments current PBX system, consisting of 4x clustered Siemens Realtis systems and switchboard environment, situated between 6 Primary DWS HO buildings.
- 7.7 Bidders must respond to any hardware & software & service failures during all hours, with indication of procedures applicable during:
 - (1) Office hours: Monday_ Friday (07:30 -16:30).
 - (2) After Hours: Monday-Friday (16:30-07:30)
 - (3) Extended After Hours: Weekends & public Holidays (all hours)

8. TRAINING

8.1 Upon implementation of the solution, the product training should cover the following:

8.1.1 System Administrators:

- The aim of the training is to equip and up-skill the departments first line support staff to support end users.
- This shall include First line support staff at regional office level. Refer to locations as per Table 1.
- The training should be customised as per the project delivered products/services per site.
- All training cost must be included in the pricing schedule.

9. SERVICE LEVEL AGREEMENT (SLA) AND DISASTER RECOVERY (DR)

The bidder must provide a solution that guarantees, at a minimum, 99.9% uptime of services provided. Services provided shall include all aspects involved, inclusive of hardware, software, connectivity supply medium/s and must include:

- a) Describe the backup power to be used to ensure business continuity during power outages.
- b) Details of the service provider disaster recovery site
- c) Data and configuration must be backed up daily.

10. ADMINISTRATIVE COMPLIANCE

Bidders are required to comply with the following listed below:

No	Criteria	Yes	No
1	Companies must be registered with National Treasury's Central Supplier Database. Provide proof of print out from CSD.		
2	Tax compliant with SARS (to be verified through CSD and SARS).		
3	Complete, sign, submit SBD 1, SBD 3.3, SBD 4, SBD 6.1		

11. EVALUATION CRITERIA

The Department of Water and Sanitation will evaluate all proposals in terms of the Preferential Procurement Regulations 2022. A copy of the preferential Procurement Regulations 2022 can be downloaded from www.treasury.gov.za In accordance with the Preferential Procurement Regulations 2022; submissions will be adjudicated on 80/20 points system and the evaluation criteria. Three evaluation phase criteria will be considered in evaluating the bid as listed below:

Phase 1: Mandatory compliance (if not complied with bid will be disqualified)

Phase 2: Functional / Technical Evaluation

Phase 3: Points awarded for Price and Specific Goals (80/20 Preferential System)

Phase 1: Mandatory Compliance

Failure to submit any of the documents listed below will render your bid non-responsive and will be disqualified.

No	Criteria	Yes	No
1	Attach a copy of a valid Letter of Good Standing with Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases (COID) Act No. 130 of 1993.		
2	Copy of proof of insurance contract which includes public liability taken with a company registered with FAIS and that is still active or a provisional acceptance letter, indicating the minimum amount insured of R1 000 000.		
3	Copy of bidders OHS file, specifically the following valid certifications: a) Working at Heights certification b) First Aid Certification and Appointment c) H.I.R.A Certifications and Appointments d) GAR 9 Certification and Appointment		
4	Attach a copy of Original Equipment Manufacturer (OEM) or Original Software Manufacturer (OSM)		
5	Proof that the service is hosted in South Africa and the service comply with the POPIA (Protection Of Personal Information Act, Act 4 of 2013.)		

Phase 2: Functional Evaluation

Bidders must score at least **65 out of 100** in respect of functionality in order to qualify for advancement to Stage 3. A bidder that scores less than **65 out of 100** will be regarded as submitting a non-responsive bid will be disqualified.

Values: 1 = poor, 2 = average, 3 = good, 4 = very good, and 5 = excellent

The evaluators are to score the bidder on a scale of 1 to 5 and use the scored value to determine the achieved weight of the criterion.

FUNCTIONALITY REQUIREMENTS		Substantiating evidence and criteria rating scale (Bidder to provide evidence to Annex B)	Weight (%)
1.	BIDDER ACCREDITATION		30
1.1	The bidder is accredited to provide IPT Solutions.	Evidence: Attach bidder's accreditation documents & certificates.	

FUNCTIONALITY REQUIREMENTS	Substantiating evidence and criteria rating scale (Bidder to provide evidence to Annex B)	Weight (%)
	<p>Rating scale</p> <p>1=Entry level partner (e.g. Premier)</p> <p>3=Medium level partner (e.g. Silver)</p> <p>5=High level partner (e.g. Gold)</p>	
2. BIDDER TRACK RECORD		50
The bidder has good track record in similar work done in the following sub-criteria:	Evidence: Complete Annex B, Table 2.1 "References" that covers the sub-criteria listed in the requirements.	
2.1 Deployment of IPT Solutions	<p>Rating scale for 2.1, 2.2, 2.3, 2.4 and 2.5</p> <p>5: Reference that covers all 5 requirements.</p> <p>4: Reference that covers any 4 requirements.</p> <p>3: Reference that covers any 3 requirements.</p> <p>2: Reference that covers any 2 requirements.</p> <p>1: Reference that covers 1 requirement or no requirement.</p>	
2.2 Provide IPT call centre		
2.3 Migrate PBX to IPT solutions.		
2.4 Porting of dedicated numbers to office locations		
2.5 Rerouting of calls that terminate from two different switch boards		
3. BIDDER COMPETENCY		20
The bidder has sufficient certified skills and experience (competency) to execute the contract	Evidence: Complete Annex B, Table 2.2 and attach CVs of bidder team members allocated to execute the project.	10
3.1 Team Leader	<p>3.1 Rating Scale:</p> <p>1: Team Leader < 3 years experience,</p> <p>3: Team Leader >3 to 5 years experience</p> <p>5: Team Leader >5 years experience</p>	
3.2 Members	<p>3.2 Rating Scale:</p> <p>1: 2 x members <3 years experience, OEM certified</p> <p>3: 2 x members >3 to 5 years experience, OEM certified</p> <p>5: 2 x members >5 years experience, OEM certified.</p>	10

ANNEXURE B:

FUNCTIONALITY REQUIREMENT EVIDENCE

BIDDER ACCREDITATION

Attached OEM certification/letter here

BIDDER TRACK RECORD

- (1) Complete table 2.1 below, noting that
 - (a) Bidder may insert more than one reference
 - (b) The “scope of work” by all references should cover all 5 sub-criteria.

Table 2.1: References

No	Company name	Reference Person Name, Tel and/or email	Project Scope of work	Value of the project/contract	Start and end-date of project/contract
1					
2					
3					
4					
5					

BIDDER COMPETENCY

Complete Table 2.2 below

Table 2.2: COMPETENCY

No	Person name who will provide the service	Team role (leader or team member)	Years' experience in IP Telephony	Certificate no (if member is certified practitioner)
1				
2				
3				
4				
5				
6				
7				
8				
9				

10				
----	--	--	--	--

2.3 Attach signed CVs of staff listed in Table 2.2 here

Phase 3: The 80/20 Price and Points awarded for Specific goals

The 80/20 Principle based on Price and Specific Goals.

Price

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

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

Where:

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

Preference Point System (Specific Goals)

SPECIFIC GOALS	NUMBER OF POINTS TO BE ALLOCATED
Women	5
People with disability	5
Youth (35 and below)	5
Location of enterprise (Province)	2
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3
Total points for SPECIFIC GOALS	20

Documents requirement for verification of points allocation:

Procurement Requirement	Required Proof Documents
o Women	o Full CSD Report
o Disability	o Full CSD Report
o Youth	o Full CSD Report
o Location	o Full CSD Report
o B-BBEE status level contributors from level 1 to 2 which are QSE or EME	o Valid BBBEE certificate/sworn affidavit o Consolidated BEE certificate in cases of Joint Venture o Full CSD Report

The definition and measurement of the goals above is as follows:

Women, disability, and youth:

This will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets this criterion. E.g., Company A has five shareholders each of whom own 20% of the company. Three of the five shareholders meet the criterion, i.e. they are women/disability/youth. Therefore, this bidder will obtain 60% of the points allowable for this goal.

Location of enterprise

Local equals province. Where a project cuts across more than one province, the bidder may be located in any of the relevant provinces to obtain the points.

B-BBEE status level contributors from level 1 to 2 which are QSE or EME

Measured in terms of normal BBBEE requirements.

Note: Formula for calculating points for specific goals

Preference points for entities are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed:

$$PC = \frac{Mpa \times P\text{-own}}{100}$$

Where

PC= Points awarded for specific goal

Mpa= The maximum number of points awarded for ownership in that specific category

P-own = The percentage of equity ownership by the enterprise or business

11. CONDITIONS

- It is a requirement that your company must be registered in the online Central Suppliers Database (CSD) managed by National Treasury: www.csd.gov.za.
- This is to ensure that your company credentials can be verified online by government departments intending to do business with your institution. Service Providers must provide us with the 11 digit code supplier number bearing the MAAA alphabets.
- Bidders are requested to provide a clear agreement regarding joint venture/ consortia. The percentage involvement of each company in the joint venture agreement should be indicated on the agreement.
- In the event of a joint venture being formed, note to all members of the joint venture should sign the contract/ agreement and are jointly or severally liable for the entire assignment.
- A trust, consortium or joint venture must submit a consolidated B-BBEE Status Certificates thereof together with their bids, to substantiate their B-BBEE rating claims.
- The Department reserves the rights not to award the contract to anyone and thus cancel the bid
- The department reserves to write to engage with the successful service provider to negotiate the prices as submitted. If it is envisaged that negotiations will be conducted only with the successful supplier, the negotiations will be based on a best estimate of the cost of the works.
- The Department of Water and Sanitation will not be held responsible for any cost incurred by the bidder in the preparation and submission of the bids.
- Traveling cost and time spend of incurred between home and office of the service provider and the Department of Water and Sanitation Head Office and Regional Office countywide will not be for the account of the Department.
- Bidders must complete all necessary information required in the bidding document.

12. ENQUIRIES

In order to attend to any specific questions to this Terms of References, service providers are required to submit their formal enquiries directly to the Project Manager and the SCM office at least 5 working days before the tender close.

Service Providers will submit their questions and the department will respond to such questions and also upload all questions and answers on the departmental website www.dws.gov.za.

For more details, please contact:

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