



BID

Bid No: SCMU7-22/23-0005		
Bid Description	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A CLOUD BASED HOSTED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS.	
Contact Persons/s:		
Technicalities on Terms of Reference	Name:	Ms. T. Luke / Ms. Y. Melani
	Telephone No.	040 940 7587 / 040 940 7579
Bid Procedures:	Name:	Miss B. Aplom / Mr T. Nchukana
	Telephone No.	040- 940 7033 / 040 940 7022
Briefing Session:	Hybrid	02 August 2022 @ 10h00
Bid Closing: Time & Date	Date and Time	15 August 2022 @ 11H00
	Conditions	<ol style="list-style-type: none">1. Quotation must be returned in one sealed envelope and be clearly marked, with the above bid number, description and Department of Cooperative Govt and Trad. Affairs2. The SBD forms and all other forms relating to this bid must be completed and signed in the original black ink.3. Forms with photocopied signatures or other such reproduction may be rejected.4. Bids by telegraph, facsimile, electronically or other similar apparatus will not be acceptable for consideration. <p>NB. Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.</p>

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPT OF COOPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS

BID NUMBER:	SCMU 7-22/23-0005	CLOSING DATE:	15 August 2022	CLOSING TIME:	11H00
-------------	-------------------	---------------	----------------	---------------	-------

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A CLOUD BASED HOSTED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS.

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7.2)

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED
AT (STREET ADDRESS) *Departmental Bid Box at the main entrance, foyer.*

Tyamzashe Building

Phalo Avenue

Bisho

5605

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			
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		TCS PIN: <input type="checkbox"/> Yes <input type="checkbox"/> No	OR CSD No: B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?			
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/> AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) <input type="checkbox"/> A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) <input type="checkbox"/> A REGISTERED AUDITOR NAME:	

[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 BELOW]
---	--

SIGNATURE OF BIDDER	DATE
---------------------	------

CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)

TOTAL NUMBER OF ITEMS OFFERED	TOTAL BID PRICE (ALL INCLUSIVE)
-------------------------------	---------------------------------

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

DEPARTMENT/ PUBLIC ENTITY	COGTA EC
CONTACT PERSON	Thembani Nchukana/ Busisiwe Aplom
TELEPHONE NUMBER	040 -940 7022/040 940 7033
FACSIMILE NUMBER	040 609 5837
E-MAIL ADDRESS	Thembani.ncontso@eccogta.gov.za

TECHNICAL INFORMATION MAY BE DIRECTED TO:

CONTACT PERSON	Ms. T. Luke / Mr. F. Malgas/ Ms Y. Melani
TELEPHONE NUMBER	040 940 7235/7242/7165
FACSIMILE NUMBER	yolisa.melani@eccogta.gov.za
E-MAIL ADDRESS	twakai.luke@eccogta.gov.za

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 ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / 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.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

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

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

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.: SCMU7-22/23-0005

CLOSING TIME 11:00.....

CLOSING DATE: 15 AUGUST 2022

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

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

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

Name of Bidder:

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

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

TOTAL: R.....

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

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

**DEPARTMENT OF COOPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS
 TYAMZASHE BUILDING
 PHALO AVENUE
 5605**

Miss B. Aplom / Mr T. Nchukana

Tel: 040 940 7033 / 040 940 7022

Or for technical information –

Ms. T. Luke / Mr. F. Malgas & Ms. Y. Melani

Tel: 040 940 7235 / 040 940 7242 & 040 940 7165

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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.

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:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
 - (a) Any single contract with imported content exceeding US\$10 million.
 - or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
 - or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
 - or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;

- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number Closing date:.....

Name of bidder.....

Postal address

.....

Signature..... Name (in print).....

Date.....

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 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 bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

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

7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(***Tick applicable box***)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES	
1.	.....
2.	.....

.....	
SIGNATURE(S) OF BIDDERS(S)	
DATE:	.....
ADDRESS	.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.
The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017

promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

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 any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

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

obligations of the supplier covered under the contract.

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. 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 fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. 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 willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. 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 Programme (NIP)** 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.

Js General Conditions of Contract (revised July 2010)



Province of the
EASTERN CAPE
COOPERATIVE GOVERNANCE
& TRADITIONAL AFFAIRS

SPECIFICATION

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A CLOUD BASED HOSTED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

TENDER NUMBER: SCMU7- 22/23-0005

NAME OF BIDDER _____

BRIEFING SESSION DATE: _____ **TIME:** 10H00

CLOSING DATE: _____ **TIME:** 11H00

Tyamzashe Building
Phalo Avenue
Private Bag X0035
Bhisho
5605

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A HOSTED CLOUD BASED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

TABLE OF CONTENT

1.	INTRODUCTION	4
2.	PURPOSE OF THESE TERMS OF REFERENCE	4
3.	DEFINITIONS.....	5
4.	LEGISLATIVE FRAMEWORK OF THE BID	6
5.	BRIEFING SESSION	7
6.	TIMELINE OF THE BID PROCESS	7
7.	CONTACT AND COMMUNICATION	7
8.	LATE BIDS	8
9.	COUNTER CONDITIONS	9
10.	FRONTING	9
11.	SUPPLIER DUE DILIGENCE	9
12.	SUBMISSION OF PROPOSALS	9
13.	PRESENTATION / DEMONSTRATION	10
14.	DURATION OF THE CONTRACT	10
15.	SCOPE OF WORK.....	10
15.1	Background	10
15.2	Current Environment	11
15.3	Summary of existing equipment's per office.....	12
15.4	Current Configuration and features	12
15.5	Project Goal / Business Objectives	13
15.6	High Level Scope	14
15.7	Specific Requirements.....	15
16.	EXPECTED DELIVERABLES ON THE PROPOSAL	16
17.	SUPPORT, MAINTANANCE & WARRANTY	17
18.	SECURITY	17
19.	STRUCTURE OF THE TECHNICAL PROPOSAL DOCUMENT	18
20.	MINIMUM REQUIREMENTS	20
21.	SUPPORT, MONITORING AND REPORTING	21
22.	TERMS AND CONDITIONS	21
23.	EVALUATION AND SELECTION CRITERIA	22
23.1	Gate 0: Pre-qualification Criteria	22

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A HOSTED CLOUD BASED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

24.	Gate 1: Technical Evaluation Criteria = 100 points.....	23	
24.1	Gate 2: Price and B-BBEE Evaluation (80+20) = 100 points	24	
25.	GENERAL CONDITIONS OF CONTRACT	27	
26.	SPECIAL CONDITIONS OF THIS BID	27	
27.	CoGTA REQUIRES BIDDER(S) TO DECLARE.....	29	
28.	CONFLICT OF INTEREST, CORRUPTION AND FRAUD	29	
29.	MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT		30
30.	PREPARATION COSTS	30	
31.	INDEMNITY	31	
32.	PRECEDENCE	31	
33.	LIMITATION OF LIABILITY	31	
34.	TAX COMPLIANCE	31	
35.	TENDER DEFAULTERS AND RESTRICTED SUPPLIERS.....	31	
36.	GOVERNING LAW	32	
37.	RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL		32
38.	CONFIDENTIALITY	32	
39.	CoGTA PROPRIETARY INFORMATION	32	
40.	AVAILABILITY OF FUNDS	33	

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A HOSTED CLOUD BASED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

1. INTRODUCTION

Legislatively, the Department of Cooperative Governance and Traditional Affairs (the Department / CoGTA) is mandated to provide support to the Eastern Cape Municipalities and Traditional Institutions.

In the same context, the department is committed to realise its predetermined vision, mission and values which are:

Vision: “An integrated, capable, responsive and accountable local government and traditional institution system focusing on the needs of the community”.

Mission: “To promote a developmental local state and traditional institutions that are accountable, focused on citizen’s priorities; capable of delivering high-quality services consistently and sustainably through local government and participatory democracy”.

Values: “People orientated and based on the Batho Pele Principles”.

2. PURPOSE OF THESE TERMS OF REFERENCE

To solicit bids from potential bidder(s) to provide a cloud based hosted IP-PBX platform, which is capable of connecting multiple branches to a shared IP-PBX using a Voice over IP (VoIP) solution and appropriate gateways for COGTA branches for a period of twenty four (24) months. It must also be capable to integrate to the existing Microsoft Active Directory and Microsoft Exchange services platforms.

This document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by the Department for the provision of IP-PBX using a Voice over IP (VoIP) solution.

These TORs do not constitute an offer to do business with the Department, but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.

- a) It is essential that the Department contracts a qualified and experienced service provider to provide an IP-based PBX platform, which is capable of connecting multiple branches to a shared cloud based hosted IP-PBX using a Voice over IP (VoIP) solution. This is motivated by a need to improve efficiency and streamline communication between CoGTA business units and CoGTA stakeholders.

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A HOSTED CLOUD BASED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

3. DEFINITIONS

The table below defines terms and concepts.

Term / Acronym	Definition
Department or COGTA	The Eastern Cape Department of Cooperative Governance and Traditional Affairs and its directorates
Contract or Purchase Agreement	The agreement to be entered into for services between the Department and the Bidder who submits the proposal accepted by the Department.
SCM	Supply Chain Management
DR	Disaster Recovery
PBX	Private Branch eXchange
IP-PBX	Internet protocol Private Branch eXchange
VOIP	Voice Over Internet Protocol
Bidder	The person or firm submitting the proposal and/or the person or firm awarded the contract
Bid	This Bid, including any amendments or other addenda hereto.
RPO	Recovery Point Objective
RTO	Recovery Time Objective
SITA	State Information Technology Agency
Bid Evaluation Committee	The Bid Evaluation Committee is comprised of the Bid Coordinator (defined in Section 1.04) and other Departmental officials.
Short List	Bidders selected to proceed for further evaluation
UC	Unified Communications
PDMC	Provincial Disaster Management Centre
PHOTL	Provincial House of Traditional Leaders
Service Level Agreement (SLA)	is a contract between the successful service provider and CoGTA that defines the level of service expected.
Third party fees	Are fees payable to third party service providers that provides communication related services on an adhoc basis that is not directly provided by the contracted provider
VAT	Value Added Tax

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A HOSTED CLOUD BASED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

4. LEGISLATIVE FRAMEWORK OF THE BID

4.1 Tax Legislation

- 4.1.1 Bidder(s) must be compliant when submitting a proposal to the Department and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 4.1.2 It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 4.1.3 The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 4.1.4 It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 4.1.5 Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.
- 4.1.6 Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

4.2 Procurement Legislation

CoGTA has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

4.3 Local Economic Development Procurement Framework

In its procurement processes, CoGTA employs contents of the Framework of Local Economic Development (LED) in line with Paragraph 2 of the Eastern Cape Provincial Treasury Instruction Note No. 7 of 2016/17, with the purpose of ensuring maximum retention of Provincial fiscal spend in the

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A HOSTED CLOUD BASED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

Province. This is aligned to the purpose of the LED Framework which is to provide platform for the state institutions to promote LED through their procurement processes, in so doing ensuring that at least 50% of their procurements are spent on products produced and supplied by suppliers in the Province including SMMEs.

4.4 Technical Legislation and/or Standards

Bidder(s) should be cognisant of the legislation and/or standards particularly:

4.4.1 National Treasury SCM Circular No 12 of 2016/2017

5. BRIEFING SESSION

A non-compulsory briefing session will be held virtually, and the link will be shared to clarify to bidder(s) the scope and extent of work to be executed.

6. TIMELINE OF THE BID PROCESS

The period of validity is 120 days. The project timeframes of this bid are set out below:

Activity	Due Date
Non-compulsory Virtual briefing session- for the link, prospective bidders must send emails to the SCM officials listed under contact and communications	.....(date)at 10:00
Bid closing date	.....(date)at 11:00

All dates and times in this bid are South African standard time.

A virtual briefing session will be held at 10h00 on the Bidders are required to register by emailing the SCM officials under contact and communications below.

7. CONTACT AND COMMUNICATION

7.1 Please refer all SCM enquiries to Mr T. Nchukana at 040 940 7022; thembani.ncotso@eccogta.gov.za; Ms B. Aplom at 040 940 7033; busisiwe.aplom@eccogta.gov.za during normal office hours viz. 08:00 – 16:30 Monday to Thursday and 08:00 – 16:00 on Friday. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email addresses.

7.2 All technical enquiries to Ms Tswakai Luke at 040 940 7235 - Tswakai.luke@eccogta.gov.za; Mr Fumanekile Malgas at 040 940 7242 - fumanekile.malgas@eccogta.gov.za and Ms Yolisa Melani at

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A HOSTED CLOUD BASED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

040 940 7165 – yolisa.melani@eccogta.gov.za during normal office hour's viz. 08:00 – 16:30 Mondays to Thursday and 08:00 – 16:00 on Friday. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.

- 7.3 All enquiries should be made during normal office hours viz. 08:00 – 16:30 Mondays to Fridays. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.
- 7.4 Any communication to an official or a person acting in an advisory capacity for CoGTA in respect of the tender is not allowed between the closing date and the award.
- 7.5 Whilst all due care has been taken in connection with the preparation of this bid, CoGTA makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. CoGTA, its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.
- 7.6 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by CoGTA (other than minor clerical matters), the Bidder(s) must promptly notify CoGTA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford CoGTA an opportunity to consider what corrective action is necessary (if any).
- 7.7 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by CoGTA will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 7.8 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a bid response.

8. LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s).

No late, faxed, electronically transmitted, photocopied, incomplete documents or unsigned bids will be accepted. Only original bids filled in black ink will be accepted.

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A HOSTED CLOUD BASED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

9. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

10. FRONTING

10.1 Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.

10.2 The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies CoGTA may have against the Bidder / contractor concerned.

11. SUPPLIER DUE DILIGENCE

CoGTA reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

12. SUBMISSION OF PROPOSALS

12.1 Bid documents may either be posted to The Department of Cooperative Governance and Traditional Affairs, P/Bag X0035, Bhisho, 5605 (by registered mail) OR placed in the tender box situated at the Department's main entrance foyer at Tyamzashe Building, Phalo Avenue, Bhisho OR couriered to the aforesaid address not later than 11h00, on /before.....
Bidders will have access to the tender opening register.

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A HOSTED CLOUD BASED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

- 12.2 Completed bid documents must be submitted in two separate sealed envelopes, clearly marked: **“APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A CLOUD BASED HOSTED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY FOUR (24) MONTHS”**; **“Bid Number”** and **“The Bidder’s Name”**.
- 12.3 Bid documents will only be considered if received by CoGTA before the closing date and time, regardless of the method used to send or deliver such documents to CoGTA.
- 12.4 Bidders are requested to initial each page of the tender document.

13. PRESENTATION / DEMONSTRATION

CoGTA reserves the right to request presentations/demonstrations from the short-listed Bidders as part of the bid evaluation process.

14. DURATION OF THE CONTRACT

The successful bidder will be appointed for a period of twenty-four (24) months.

15. SCOPE OF WORK

15.1 Background

Currently, the Department utilises Mitel hosted IP-PBX platform telephone system that has reached end of 36 months contract. The system allows management, monitoring and control of telephone use to curb abuse and misuse by users. The Department is utilizing Mitel 6940IP Phone handsets for Managers, 5312IP Phones for general staff and Mitel 5624 mobile handset for technicians.

The telephone system is connected via the Fibre link as a primary and LTE secondary for all offices apart from Botha Sigcau still using LTE link as a primary. Alfred Nzo offices at Mt Frere ex-St Mary Theresa office park does not have telephone links and we require telephone service as it newly occupied by COGTA.

The department will continue using the existing infrastructure and is looking for a hosted IP-PBX voice services, a Telephone Management System (TMS) for its communications solution to be able to provide communication services on a cost effective, scalable, reliable and easy-to-manage basis. The Department further requires support, maintenance and warranty of routers, switches and handsets.

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A HOSTED CLOUD BASED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

The required telephone system must connect all sites that belong to CoGTA, as the offices and sites are dispersed over a large geographical area through-out the Eastern Cape Province. The Department's head office is in Bhisho and has six District Offices namely:

15.2 Current Environment

OFFICE/SITE	NAME OF THE BUILDING	GEOGRAPHICAL LOCATION	Number of users
Head Office	Tyamzashe; Provincial House of Traditional Leaders (PHoTL); Provincial Disaster Management Centre (PDMC); Bhisho Business Village (Unit 9, 11 and 13); Global Life and Phalo House.	Bhisho	406
Sarah Baartman	Old Fort House	Port Elizabeth	30
Amathole	Palm Square Business Park	East London	42
Joe Gqabi	Themba Kojana Office Park	Aliwal North	25
Chris Hani	Komani Hospital	Queenstown	25
OR Tambo	2 Sites (Botha Sigcawu and KD Matanzima)	Umtata	50
Alfred Nzo	2 Sites (Government Office Park, ex-St Mary Theresa office park)	Mt Ayliff, Mt Frere	22
TOTAL NUMBER OF EXTENSIONS			500

Schematics details of switches deployed at head office and district offices



APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A HOSTED CLOUD BASED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

15.3 Summary of existing equipment's per office

1.	In Tyamzashe Building there are 4 Floors with 26 Cisco switches in total i.e. 22x WS-C2960X-48LPS-L, 1x c9300-24p and 3x WS-C3850-24T-S
2.	In PDMC there are 3 Cisco switches in total i.e. 3x WS-C2960X-48LPS-L
3.	In PHOTL there are 2 Floors with 5 Cisco switches in total i.e. 1x WS-C2960-24PC-L, 2x WS-C2960X-48LPS-L and 2x WS-C3560G-48PS "
4.	In Global Life there is 1 Cisco switch in total i.e. 1x WS-C2960-24PC-L
5.	In Bhisho Business Village there are 3 blocks with 4 Cisco switches in total i.e. 4x WS-C2960-24PC-L
6.	In Phalo there are 2 floors with 6 Cisco switches in total i.e.6x WS-C2960-24PC-L
7.	In Sarah Baartman District Office there are 3 Cisco switches in total i.e.3X WS-C2960X-24LPS-L
8.	In OR Tambo District Office there are two sites (Botha Sigqawu and KD Building) with 3 Cisco switches in total i.e.3 X WS-C2960X-24LPS-L
9.	In Chris Hani District Office there are 2 Cisco switches in total i.e.2X WS-C2960X-24LPS-L
10.	In Joe Gqabi District Office there is 1 Cisco switch in total i.e.1X WS-C2960X-24LPS-L
11.	In Alfred Nzo District Office there are two sites (Mt Ayliff and Mt Frere) with 2 Cisco switches in total i.e.1X WS-C2960X-24LPS-L and 1x CISCO C9300-NM-4G
12.	In Amatole District Office there are 5 Cisco switches in total i.e.2X WS-C2960X-24LPS-L and 3x CISCO C9300-NM-4G
13.	WIFI Access Points, Brand-Cisco, Model-AIR-CAP1702I-E-K9
14.	WIFI Controller, Brand-Cisco, Model-AIR-CT2504-K9

15.4 Current Configuration and features

The Voice Network currently has the following configuration and features:

- a) Per Second Billing;
- b) Least Cost Routing;
- c) Multi-Protocol Layer Switching (MPLS) voice network:
 - i. Head office Data line that connects to directly to Voice MPLS;
 - ii. CISCO Routers and switches at each COGTA site office;
 - iii. Each district data line that connects directly to Voice MPLS
 - iv. All internal calls – (within each office and intra-branch via the MPLS VPN) are free or zero rated;
- d) The TMS sends an instruction to the hosted IP-PBX to soft-lock a user once a predefined limit is reached in line with the Departmental telephone policy.
- e) The TMS sends monthly consumption reports and contains a reporting hierarchy for all users.
- f) The TMS provides a login portal where administrators can login using their email address and pin code to access their usage reports which includes real-time usage.
- g) Tyamzashe building is connecting via fibre and other buildings in Bhisho are using point to point microwave links to Tyamzashe.

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A HOSTED CLOUD BASED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

- h) PDMC is connecting via fibre and Provincial House of Traditional Leaders is connecting through Global Life.

15.5 Project Goal / Business Objectives

By having a Cloud Based Hosted IP-PBX telephone system, COGTA seeks to achieve the following project goals:

- a) Provide for day-to-day business voice communications;
- b) Provide communication services that is more cost effective, scalable, reliable and easy-to-manage.
- c) Effective and efficient monitoring, management, control and reporting of telephone use in the Department.
- d) Achieve significant cost savings without any degradation in the services;
- e) Reduce telephone costs;
- f) Acquire telephone system that adheres to open standard to ensure interoperability;
- g) A solution which is capable to integrate to the existing Microsoft Active Directory and Microsoft Exchange services whilst leveraging on the existing hardware and software platforms;
- h) Maximise the return on investments made in hardware and software platforms (including software licensing agreements);
- i) Streamline communication between COGTA business units;
- j) Zero rated inter-branch and inter-office calls;
- k) Appropriately contain risk and potential interruptions / interception of communication.

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A HOSTED CLOUD BASED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

15.6 High Level Scope

The scope of work will therefore be to supply, install, configure and commission a Cloud Based Hosted IP PBX and the necessary hardware, software for COGTA's Head offices, the six district offices.

The successful bidder must perform the following:

- a) Install and configure Cloud Based Hosted IP-PBX using a Voice over IP (VoIP) solution to cater for 600 users in Head office including all the 6 district offices;
- b) Configure the existing MITEL handsets into the Cloud Based Hosted IP-PBX
- c) Install MPLS network to connects all offices directly to the IP-PBX in the cloud while ensuring least cost routing;
- d) The bidder is encouraged to make provision in the form of transition period to collaborate with outgoing provider to ensure that the department does not experience interruptions, as the leased links (fibre, microwave, and LTE) will be disabled when the outgoing provider contract ends.
- e) Set up a separate VLAN for voice on all LAN's;
- f) Maintain existing wireless connection between the main site Tyamzashe Building and the other small sites within Bhisho (PHoTL, PDMC, Bhisho Business Village, Phalo House and Global Life) extension of the Voice VLAN for head office;
- g) Provide full redundancy and disaster recovery capacity;
- h) Configure the existing routers and switches on the new system;
- i) Bidder should renew warranty and maintenance support to current installed Cisco switches and routers for the duration the contract (24) months.
- j) Provide a telephone management system;
- k) Provide access to Cogta administrators to be able to update user details, extension allocations and pin code changes;
- l) Provide user training to the telephone system; and
- m) Provide remote/onsite resource technical support, telephone administration, installation, troubleshooting etc.

There must be no hidden costs on installation that will have a bearing on the functioning of the telephone system, all costs must be disclosed and firm throughout the contract period.

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A HOSTED CLOUD BASED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

15.7 Specific Requirements

- a) Cloud Based Hosted IP-PBX using a Voice over IP (VoIP) solution that can support up to 600 users;
- b) A centralised modern Telecommunications Management system (TMS) that must produce individual and consolidated usage and billing reports across multiple branches of the Department;
- c) The TMS solution must also provide the Department with the ability to set and report on budgets at user level and separately identify users' Business Numbers and Private Numbers to aid in the reduction of telephone abuse and change in user behaviour;
- d) The TMS solution must allow standard and user driven reports and live access to usage reports for users;
- e) The TMS solution must email users the weekly telephone usage reports, monthly usage reports;
- f) The TMS solution must send instructions to the IP-PBX to soft lock users when thresholds are reached (zero delay between reaching threshold and soft locking phones);
- g) The system must allow COGTA administrator to perform day to day user maintenance and allocation of extension numbers.
- h) Must have a Global Address Book which appears on all IP phones;
- i) Voice services to include smart access number capabilities and geographic number portability. Users must be able to login to the system when in the office, log out when not available and login to any other handset connected to the system which will then activate the user's extension e.g. the follow me function for each extension must be active;
- j) The solution must provide mobile apps to encourage workforce mobility;
- k) One call centre with auto attendant functionality should be provided at the Provincial Disaster Management Centre (PDMC) building. The call centre should be able to handle up to eight (8) call centre agents and one (1) supervisor, have ability to queue up to 20 incoming calls per call centre agent and be able to notify number of calls in the queue with outbound predictive dialling or IVR features;
- l) The call centre recorder must have a storage capacity of eight (8) Terabytes;
- m) Telephone system must include call processing, call control, call management, call recording (limited to call centre) and audio conference services;
- n) The bidder must provide 10 Hands-Free Headphone sets for the call centre agents;
- o) The system must integrate with the existing Switchboards installed at PHoTL and PDMC that is able to automatically answer when the switchboard operator is not in place and it must also be able to handle multiple incoming calls to the switchboard;
- p) System should be licensed for 600 users (including soft phone users);

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A HOSTED CLOUD BASED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

- q) The Bidder's proposed solution must incorporate and implement Least Cost Routing functionality / interconnect facility with all South African telephone networks to provide substantial cost savings on call charges. Examples of previous projects demonstrating the actual costs saved per month in relation to total call charges must be included;
- r) Call rate must be per second billing rate for all outgoing calls from the first second;
- s) Implement number porting to continue to use COGTA owned telephone number range for Head office and all District offices;
- t) Uniformity of numbers should be used for all offices;
- u) Provide full redundancy and disaster recovery capacity;
- v) Provision of End-User Training for 5 users on the operations of the handsets;
- w) Provision of Call Center End-User Training for 10 users on the operations of the call centre;
- x) Provision of administration and installation training for 5 administrators on the use of Telephone Management System (TMS) and IP-PBX user details and extension allocation system all related costs must be included in the bid price;
- y) The bidder to provide electronic documentation for the installation, system administration and end user;
- z) Provide onsite resource for 2 months to provide on the job training, technical support, admin, installation, troubleshooting etc.

16. EXPECTED DELIVERABLES ON THE PROPOSAL

The following documents must be included in the bid submission:

- a) Design documents
- b) Policies document (security, configuration, etc.)
- c) Connectivity diagrams including inbound and outgoing infrastructure.
- d) Detailed breakdown structure and project plan that outlines tasks, milestones, durations, and resource needs.
- e) Acceptance Test Plan Methodology
- f) Migration plan of the departments current telephone numbers and a fully functional Telephone Management System.
- g) Pricing model that demonstrates how the solution will incorporate and implement Least Cost Routing functionality / interconnect facility with all South African telephone networks to provide substantial

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A HOSTED CLOUD BASED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

cost savings on call charges. Call rate must be per second billing rate for all outgoing calls from the first second.

- h) Certification from OEM/Manufacturer for providing complete support of product for a period of two years even in the case of product upgrade or discontinue of product for all the major components.
- i) Certification from MITEL for providing complete support on the handsets.
- j) User and administrator training plan (system operation, administration and operation of telephone management system) including all related costs.

17. SUPPORT, MAINTANANCE & WARRANTY

- a) 99.9% uptime of the voice services (carrier grade voice quality);
- b) Mean time to respond must be within four (4) hours and mean time to repair must be within 24 hours;
- c) Measures taken to attain Network redundancy;
- d) All services must be provided with full redundancy and disaster recovery capacity;
- e) The service provider must provide maintenance and support on all hardware and software provided as part of this project for a minimum of twenty four (24) months;
- f) All hardware and software provided must have a twenty four (24) months next business day on-site original manufacturer support warranty;
- g) Licensing of all devices that connect to the IP-PBX for 24 months;
- h) All equipment must be new and genuine branded equipment, backed up by the full warranty offered by the manufacturer;
- i) Onsite resource for 2 months to provide support, admin, installation, troubleshooting

18. SECURITY

The Department requires that communication is secure and that appropriate security measures are taken to reduce potential interruptions / interception of communication.

- a) For enhanced security, the IP-PBX using VoIP solution must be able to encrypt the IP calls end to end with appropriate securities.
- b) Access to the system must be secure and appropriate protocols must be utilized.
- c) Every user must have their own pin code to authenticate to the IP-PBX and to make outgoing calls thereby ensuring no misuse of the system.

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A HOSTED CLOUD BASED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

19. STRUCTURE OF THE TECHNICAL PROPOSAL DOCUMENT

Notwithstanding the structure of the rest of the bid, the technical solution in response to the terms of reference needs to be submitted in the following format.

Section 1: Introduction

This section must describe the bidder's understanding of the scope of work, necessary skills, and company profile.

Section 2: Executive summary

An overview of the main points contained in the proposal with reference to section where more detailed discussion of each point can be found.

Section 3: Proposed solution design

This item should include the design documents (based on the site assessment report), security and network management plans and policies, and migration plan. The method of routing outgoing calls to ensure cost reduction, maintain acceptable Quality of Service and Security has to be covered. Certification of equipment and acceptance testing plan must be included in this section.

Section 4: Suitability to implement the solution

The capabilities of the bidder to implement the solution should be provided with reference to the **functional evaluation criteria**. References to material supporting such claims need to be made and included in annexures. In addition, other capabilities possible but not indicated in the specification should be mentioned as well as the project roadmap.

Section 5: Work plan and duration (implementation plan)

The work plan and duration for the overall work (from project kickoff date till the Final delivery date), including any dependencies between the separate items in the Scope. The bidder must provide deliverables and milestones as specified.

Section 6: Track Record

The bidder's track record of undertaking similar projects both in size and nature, and references of clients with contact information (name, title, fixed line number). Refer to **Annexure A1** for detailed information.

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A HOSTED CLOUD BASED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

Section 7: CVs of project staff

Format of any proposed team and description of each staff role and their relevant experience, detailed CVs of staff team members who will implement the project including their certifications. The bidder must also indicate the availability of the proposed staff and their area of competency. In the event of a change in the team after the award the Department must be notified in writing and the replacing team member(s) must have similar or higher expertise.

Appendix I: Methodology

The bidder must provide details of any appropriate methodologies. This section needs to also cover the acceptance test plan methodology.

Appendix II: Work References

The bidder must provide three or more references (in client's letter head) of similar works performed within the past five years, with an opportunity for an onsite view if the Department wishes to do so.

Appendix III: Cost savings

Pricing model that demonstrates how the solution will incorporate and implement Least Cost Routing functionality / interconnect facility with all South African telephone networks to provide substantial cost savings on call charges, as well as supporting material of previous projects and the cost savings achieved on the call charges and other related information. Call rate must be per second billing rate for all outgoing calls from the first second.

Appendix IV: Skills Transfer Plan

The skills transfer plan needs to cover the type of content for the various user groups and how training is planned to be approached and conducted.

Appendix V: Other material

Other technical material relevant for the solution and any other additional information requested need to be added here. The final site inspection report should be placed here as well.

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A HOSTED CLOUD BASED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

20. MINIMUM REQUIREMENTS

All bidders must meet the following requirements for their bids to be accepted.

- a) The Bidder must have completed a minimum of **THREE (3) successful** medium to large IP Telephone system installations (with over 600 end user voice connections) in the past five years, with contactable references. All necessary permissions to contact them and contact details to be updated as the Department will contact these references. The bidder must also submit the certificate of completion signed by project manager, a brief description of the services that you provided and the level of satisfaction.
- b) The pricing model must incorporate and implement Least Cost Routing functionality / interconnect facility with all South African telephone networks to provide substantial cost savings on call charges, as well as supporting material of previous projects and the cost savings achieved on the call charges and other related information. Call rate must be per second billing rate for all outgoing calls from the first second;
- c) All devices to be supplied must be accompanied by a minimum of twenty four (24) months on site manufacture warranty.
- d) Bidder must be registered as a holder of an Electronic Communications Services (ECS) license by Independent Communications Authority of South Africa (ICASA).
- e) Service, network license and Equipment Type approval from ICASA.
- f) Bidder must provide the proof of physical existence and location of business entity (municipality utility bill or the lease agreement together with the landlord municipality bill) within the Eastern Cape Province Premises to ensure prompt post implementation support.
- g) The bidders project team must consist but not limited to the following:
 - i. Communications Equipment Vendor Certified network specialist
 - ii. Communications Equipment Vendor Certified IP telephony specialist
 - iii. Certified Project manager
- h) Prospective bidder must provide a proof from the accredited financial institution confirming financial viability with a minimum of five hundred thousand (R500 000).

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A HOSTED CLOUD BASED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

NB. FAILURE TO MEET THE ABOVE MINIMUM REQUIREMENTS WILL LEAD TO DISQUALIFICATION

21. SUPPORT, MONITORING AND REPORTING

The Department will require that:

- a) the successful bidder enters into an SLA and SBD 7.2 with CoGTA after the award before the project commences;
- b) a full project charter with detailed milestones and project plan must be developed by successful bidder;
- c) a risk and issue matrix must be maintained by the successful bidder;
- d) a Project Steering Committee be appointed with representatives from both the department and the successful bidder;
- e) a written progress report must be submitted for each phase completed, with clear time cost-matrix, milestones and project chart;
- f) progress reports should be aligned to the approved implementation plan for this project; and
- g) the successful bidder must provide a final report covering the entire assignment period at the end of the contract.

22. TERMS AND CONDITIONS

Questions Regarding the Bid

- a) Oral interpretations of the Bid specification are not binding on the Department. Request for interpretation or clarification of the Bid specifications must be made in writing and submitted to the Bid Coordinator identified in Section 7.
- b) Bidders who request clarification of the Bid requirements may submit written questions to the Bid Coordinators. Written copies of all questions and answers will be provided to all Bidders via e-mail.

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A HOSTED CLOUD BASED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

23. EVALUATION AND SELECTION CRITERIA

CoGTA has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Pre-qualification Criteria (Gate 0)	Technical Evaluation Criteria (Gate 1)	Price and B-BBEE Evaluation (Gate 2)
Bidders must submit all documents as outlined in paragraph 23.1 (Table 1) below. Only bidders that comply with ALL these criteria will proceed to Gate 1.	Bidder(s) are required to achieve a minimum of 70 points out of 100 points to proceed to Gate 2 (Price and BEE).	Bidder(s) will be evaluated out of 100 points and Gate 2 will only apply to bidder(s) who have met and exceeded the threshold of 70 points.

23.1 Gate 0: Pre-qualification Criteria

Without limiting the generality of CoGTA's other critical requirements for this Bid, bidder(s) must submit the documents listed in **Table 1** below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal will be disqualified for non-submission of any of the documents.

Table 1: Documents that must be submitted for Pre-qualification

Document that must be submitted	Non-submission will result in disqualification?	
	YES / NO	REQUIRED EVIDENCE
Invitation to Bid – SBD 1	YES	Complete and sign the supplied pro forma document
Tax Status	YES	i. Proof of Registration on the Central Supplier Database ii. In the event where the Bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence.
Pricing Schedule (SBD 3.3)	YES	Submit full details of the pricing proposal.
Declaration of Interest – SBD 4	YES	Complete and sign the supplied pro forma document
SBD 5	YES	Complete and sign the supplied pro forma document

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A HOSTED CLOUD BASED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

Document that must be submitted	Non-submission will result in disqualification?	
Preference Point Claim Form – SBD 6.1	YES	Complete and sign the supplied pro forma document
Declaration certificate for local production and content for designated sectors SBD 6.2	YES	Complete and sign the supplied pro forma document
B-BBEE Level Certificate	NO	Non-submission will lead to a zero (0) score on BBEE
Bidder Compliance form for Functional Evaluation	YES	Complete and sign
Registration on Central Supplier Database (CSD)	YES	The bidder must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration.
Electronic Communications Services (ECS) license	YES	Bidder must be registered as a holder of an Electronic Communications Services (ECS) license by Independent Communications Authority of South Africa (ICASA).
ICASA Service, network license and Equipment Type approval	YES	Service, network license and Equipment Type approval from ICASA.
Financial viability	YES	Pre-approved credit or bank statement with a minimum value of Five Hundred Thousand (R 500 000).

24. Gate 1: Technical Evaluation Criteria = 100 points

All bidders are required to respond to the technical evaluation criteria scorecard and compliance checklist. Refer to **Annexure A2** for detailed information.

Only Bidders that have met the Pre-Qualification Criteria in (Gate 0) will be evaluated in Gate 1 for functionality. Functionality will be evaluated as follows:

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A HOSTED CLOUD BASED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

Technical Evaluation – Bidders will be evaluated out of 100 points and are required to achieve minimum threshold of 70 points out of 100 in order to proceed to Gate 2 for Price and BBBEE evaluations.

As part of due diligence, CoGTA will conduct a site visit at a client of the Bidder (reference) for validation of the services rendered. The choice of site will be at CoGTA's sole discretion.

The Bidder's information will be scored according to the following points system:

Functionality	Maximum Points Achievable	Minimum Threshold
Technical Evaluation Details found in Annexure A2 – Technical Scorecard	100	70

24.1 Gate 2: Price and B-BBEE Evaluation (80+20) = 100 points

Only Bidders that have scored a minimum threshold of 70% in Gate 1 will be evaluated in Gate 2 for price and BBBEE. Price and BBBEE will be evaluated as follows:

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20 preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- B-BBEE status level of contributor (maximum 20 points)

- 1) A tenderer must submit proof of its BBBEE status level contributor
- 2) A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but-
 - (a) may only score points out of 80 for price; and
 - (b) scores 0 points out of 20 for B-BBEE.
 - (c) A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A HOSTED CLOUD BASED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

i. Stage 1 – Price Evaluation (80 Points)

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

The following formula will be used to calculate the points for price:

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

ii. Stage 2 – BBEE Evaluation (20 Points)

a. BBEE Points allocation

A maximum of 20 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

B-BBEE points may be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
- B-BBEE Certificate (Original or certified copy or original affidavit)

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A HOSTED CLOUD BASED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

b. Joint Ventures, Consortiums and Trusts

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. CoGTA will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

c. Sub-contracting

Bidders/ tenderers who want to claim Preference points will have to comply fully with regulations 11(8) and 11(9) of the PPPFA Act with regard to sub-contracting.

The following is an extract from the PPPFA Act:

11(8) "A person must not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub- contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract."

11(9) "A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract."

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A HOSTED CLOUD BASED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

iii. Stage 3 (80 + 20 = 100 points)

The Price and BBBEE points will be consolidated.

Points scored will be rounded off to two decimal places

25. GENERAL CONDITIONS OF CONTRACT

Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

- a) The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which CoGTA is prepared to enter into a contract with the successful Bidder(s).
- b) The bidder submitting the General Conditions of Contract to CoGTA together with its bid, duly signed by an authorised representative of the bidder.

26. SPECIAL CONDITIONS OF THIS BID

- 26.1 The quotation price is to be in South African currency and must include value-added tax, where applicable and must include disbursements.
- 26.2 CoGTA reserves the right not to accept any of the submitted quotations. The lowest, or only quotation, will not necessarily be accepted.
- 26.3 CoGTA will not be liable to reimburse any costs incurred by the contractor during the proposal process.
- 26.4 Penalties will be applied in respect of late completion of work defined in the final contract provided that the delay is attributed on the part of the service provider.
- 26.5 The service provider:
 - 26.5.1 Undertakes to act as an independent contractor in respect of the work.
 - 26.5.2 Shall exercise all reasonable skill, care and diligence in the execution of the work and shall carry out all its obligations in accordance with professional standards
 - 26.5.3 Shall, in all professional matters, act as a faithful adviser to the COGTA.
 - 26.5.4 Shall be deemed to have satisfied itself as to the correctness and sufficiency of the rates and prices set out in the contract for the work to be rendered.
 - 26.5.5 Shall, whenever so required by the representative, furnish the representative with particulars in writing regarding the Service Provider's arrangement for the execution of the work. Should the parties be of the opinion that the proposal submitted by the Service Provider does not ensure, inter alia, the completion of the work within a stipulated time for completion, the representative shall have the right to request that the proposal be amended to his/her satisfaction.
 - 26.5.6 Shall attend meetings with officials whenever required to do so by the representative for the purpose of obtaining information or advice in regard to the work and assignments or any matters arising there from in connection therewith.

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A HOSTED CLOUD BASED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

- 26.5.7 Shall not have the power or authority to enter into any contracts or otherwise to bind or incur any liability on behalf of CoGTA.
- 26.6 All documents, database or any other material in any format prepared by the Service Provider in relation to the work shall be delivered to CoGTA immediately upon the CoGTA's request.
- 26.7 The Service Provider shall not attempt to recruit employees of the department during the execution of the contract or any part thereof.
- 26.8 The department undertakes to pay the service provider within (30) days from the date of receipt of the correct invoice.
- 26.9 The department shall not enter into a contract where a company has directors, partners, or employees who are employed by the state.
- 26.10 No late, faxed, electronically transmitted, photocopied, incomplete, copies or unsigned bids will be accepted.
- 26.11 All the submitted documents must be completed in full and signed where necessary
- 26.12 All service providers enlisted by National Treasury in the restricted service provider's register will not be considered.
- 26.13 Completed bid documents must be submitted in a sealed envelope (one envelope).
- 26.14 CoGTA reserves the right:
- 26.14.1 To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000).
 - 26.14.2 To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
 - 26.14.3 To accept part of a tender rather than the whole tender.
 - 26.14.4 To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid;
 - 26.14.5 To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
 - 26.14.6 To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.

NB: Failure to comply with the above requirements will lead to the bid regarded as non-responsive and not considered.

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A HOSTED CLOUD BASED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

27. CoGTA REQUIRES BIDDER(S) TO DECLARE

In the Bidder's Technical response, bidder(s) are required to declare the following:

27.1 Confirm that the bidder(s) is to: –

- a) Act honestly, fairly, and with due skill, care and diligence, in the interests of CoGTA
- a) Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- b) Act with caution and treat CoGTA fairly in a situation of conflicting interests;
- c) Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- d) Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with CoGTA;
- e) Avoid fraudulent and misleading advertising, canvassing and marketing;
- f) To conduct their business activities with transparency and consistently uphold the interests and needs of CoGTA as a client before any other consideration; and
- g) To ensure that any information acquired by the bidder(s) from CoGTA will not be used or disclosed unless the written consent of the client has been obtained to do so.

28. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

28.1 CoGTA reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of CoGTA or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- a) engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b) seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A HOSTED CLOUD BASED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

- c) makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of CoGTA's employees, advisors or other representatives;
- d) makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- e) accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f) pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- g) has in the past engaged in any matter referred to above; or
- h) has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

29. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 29.1 The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that CoGTA relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- 29.2 It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by CoGTA against the bidder notwithstanding the conclusion of the Service Level Agreement between CoGTA and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

30. PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing CoGTA, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A HOSTED CLOUD BASED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

31. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, CoGTA incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds CoGTA harmless from any and all such costs which CoGTA may incur and for any damages or losses CoGTA may suffer.

32. PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

33. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. CoGTA shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

34. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. CoGTA reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to CoGTA, or whose verification against the Central Supplier Database (CSD) proves non-compliant. CoGTA further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

35. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. CoGTA reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A HOSTED CLOUD BASED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

36. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

37. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that CoGTA allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and CoGTA will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

38. CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with CoGTA's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by CoGTA remain proprietary to CoGTA and must be promptly returned to CoGTA upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure CoGTA's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

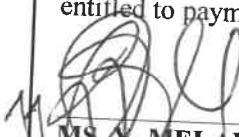
39. CoGTA PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any CoGTA proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A HOSTED CLOUD BASED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

40. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid SCMU7-22/23 - 0001, CoGTA may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.


MS. Y. MELANI

DEPUTY DIRECTOR: OFFICE SUPPORT & AUXILIARY SERVICES
(END USER)


DATE 14/06/2022


MS. T. LUKE

SENIOR MANAGER: DGITO
(TECHNICAL ADVISOR)

DATE 14 June 2022

RECOMMENDED / ~~NOT RECOMMENDED~~


MS. T. NCUME

CHIEF DIRECTOR: CORPORATE SERVICES

DATE 15/06/2022

RECOMMENDED / NOT RECOMMENDED


CHAIRPERSON BID SPECIFICATION COMMITTEE

DATE 15/06/2022

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A HOSTED CLOUD BASED
INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER
INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF
TWENTY-FOUR (24) MONTHS

RECOMMENDED / ~~NOT RECOMMENDED~~



DR. M. SISI
DIRECTOR - SUPPLY CHAIN MANAGEMENT

20 June 2022
DATE

RECOMMENDED / ~~NOT RECOMMENDED~~



MR. M. ZITHA M. S. ZITHA
ACTING CHIEF FINANCIAL OFFICER

05/07/2022
DATE

APPROVED / NOT APPROVED



MR. A. A. FANI
HEAD OF DEPARTMENT
DEPARTMENT OF COOPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS

12/07/2022
DATE

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A HOSTED CLOUD BASED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

ANNEXURE B

PRICING SCHEDULE

Name of bidder: Bid number:

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

NOTE: PRICES MUST BE FIRM FOR THE FIRST 12 MONTHS OF THE CONTRACT AND THEREAFTER ANY ESCALATION MUST BE IN LINE WITH THE INFLATION PRICE INDEX WITH THE TELECOMMUNICATION INDUSTRIAL SECTOR. (Applicable for rent to buy options only)

Please note pricing tables per pricing option: outright purchase or rent to buy pricing

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A HOSTED CLOUD BASED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

POWER OVER ETHERNET (PoE) SWITCHES – WARRANTY EXTENSION

Details as per Section 15.3 Summary of existing equipment's per office

DESCRIPTION	SERIAL NUMBERS	QTY	UNIT PRICE EXC. VAT	TOTAL PRICE EXC. VAT
Global Life		1	R	R
Tyamzashe		28	R	R
Bhisho Business Village		4	R	R
Phalo House		6	R	R
PDMC		3	R	R
PHOTL		5	R	R
Sarah Baartman DC		3	R	R
Chris Hani DC		2	R	R
OR Tambo DC		3	R	R
Alfred Nzo DC		2	R	R
Amatole DC		5	R	R
Joe Gqabi DC		1	R	R
2 Year Vendor Warranty Support 8X5XNBD			R	R
SUB TOTAL			R	R
15% VAT			R	R
GRAND TOTAL			R	R

Bidders Name: _____

Date: _____

Signed by: _____

Signature: _____

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A HOSTED CLOUD BASED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

TELEPHONE HANDSETS – WARRANTY EXTENSION

DESCRIPTION	QTY	UNIT PRICE EXC.VAT	TOTAL PRICE EXC. VAT
Manager IP phones Mitel 6940IP	150		R
Standard IP phones Mitel 5312IP	640		R
Wireless phones Mitel 5624	10		R
Large Boardroom (conference) speaker phones	4		R
Small Boardroom (conference) speaker phones	8		R
SUB TOTAL			R
VAT			R
GRAND TOTAL			R

ROUTERS – WARRANTY EXTENSION

DESCRIPTION	SERIAL NUMBER	QTY	TOTAL EXC. VAT
Tyamzashe		1	R
Sarah Baartman DC		1	R
Chris Hani DC		1	R
OR Tambo DC		1	R
Alfred Nzo DC		1	R
Amatole DC		1	R
Joe Gqabi DC		1	R
SUB TOTAL			R
VAT			R
GRAND TOTAL			R

Bidders Name: _____

Date: _____

Signed by: _____

Signature: _____

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A HOSTED CLOUD BASED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

CALL CENTRE -

DESCRIPTION	QTY	MONTHLY EXC. VAT	TOTAL MONTHLY EXC. VAT
Call centre for PDMC	1	R	R
Eight (8) Terabyte storage (cloud storage for call centre recordings)	1	R	R
SUB TOTAL		R	R
VAT		R	R
GRAND TOTAL		R	R

The estimated are fixed for bidding purposes. The proposed rates should be revised on a periodic basis – only downward revision in terms of call rates are allowed

CALL RATE CHARGES

ITEM	CALL TYPE	PER SECOND BILLING (PSB) RATE	BIDDER RATE MINUTE	CALL PER	ESTIMATED MONTHLY VOLUME IN MINUTES	TOTAL COST
1	Fixed line to Vodacom	PSB	R		12 500	R
2	Fixed line to MTN	PSB	R		12 500	R
3	Fixed line to CellC	PSB	R		12 500	R
4	Fixed line to Telkom	PSB	R		12 500	R
5	International	PSB	R		12 500	R
6	Local	PSB	R		15 000	R
7	Local on-net	PSB	R		10	R
8	Long Distance	PSB	R		10	R
9	Long Distance on-net	PSB	R		10	R
TOTAL					10030	R

Bidders Name: _____

Date: _____

Signed by: _____

Signature: _____

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A HOSTED CLOUD BASED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

SERVICES – 24 MONTHS

DESCRIPTION	QTY	MONTHLY EXC. VAT	TOTAL MONTHLY EXC. VAT
CLOUD BASED HOSTED IP-PBX USING A VOICE OVER IP (VOIP) SOLUTION	1	R	R
CENTRALISED MODERN TELEPHONE MANAGEMENT SYSTEM (TMS)	1	R	R
TWENTY FOUR (24) MONTHS LICENSING OF ALL DEVICES THAT CONNECT TO THE IP-PBX	600	R	R
TWENTY FOUR (24) MONTHS MAINTENANCE AND SUPPORT ON ALL HARDWARE AND SOFTWARE PROVIDED		R	R
TWENTY FOUR (24) MONTHS NEXT BUSINESS DAY ON-SITE ORIGINAL MANUFACTURER SUPPORT WARRANTY ON ALL HARDWARE AND SOFTWARE PROVIDED		R	R
OTHERS		R	R
SUB TOTAL		R	R
VAT		R	R
GRAND TOTAL		R	R

Bidders Name: _____

Date: _____

Signed by: _____

Signature: _____

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A HOSTED CLOUD BASED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

TRAINING – ONCE OFF PURCHASE

DESCRIPTION	QTY	UNIT PRICE EXC. VAT	TOTAL PRICE EXC. VAT
TECHNICIAN TRAINING	5	R	R
ADMINISTRATION TRAINING	5	R	R
CALL CENTER TRAINING	10	R	R
ONSITE RESOURCE FOR 2 MONTHS	1	R	R
SUB TOTAL		R	R
VAT		R	R
GRAND TOTAL		R	R

SUMMARY OF TOTAL COST FOR THE BID

	EXCLUDING VAT	INCLUDING VAT
TOTAL COST FOR ONCE-OFF PURCHASES		
TOTAL MONTHLY COST		
TOTAL COST FOR THE BID		

Bidders Name: _____

Date: _____

Signed by: _____

Signature: _____

ANNEXURE A1 – BIDDERS MUST COMPLETE THE FOLLOWING TABLE INDICATING THEIR TRACK RECORDS AND REFERENCES

NO.	Company / Client's Name	Description of large IP Telephone system project	Number of extensions	Start Date yyyy/mm/dd	End Date yyyy/mm/dd	CONTACTABLE REFERENCES		
						NAME OF CONTACT PERSONS	WORK E-MAIL ADDRESS	CONTACT NUMBER
1.								
2.								
3.								
4.								
5.								
6.								

Bidders Name: _____

Date: _____

Signed by: _____

Signature: _____

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A CLOUD BASED HOSTED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

SCMU7-22/23-0005

Annexure A2

CLOUD BASED HOSTED IP-PBX EVALUATION TECHNICAL SCORECARD AND COMPLIANCE CHECKLIST

**APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A CLOUD BASED HOSTED INTERNET PROTOCOL-PRIVATE BRANCH
EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF
TWENTY-FOUR (24) MONTHS**

SCMU7-22/23-0005

ANNEXURE A2: CLOUD BASED HOSTED IP-PBX EVALUATION TECHNICAL SCORECARD AND COMPLIANCE CHECKLIST

RATING SCALE

Rating	Definition	Score
Excellent	Exceeds the requirement. Exceptional demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	5
Good	Satisfies the requirement with minor additional benefits . Above average demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	4
Acceptable	Satisfies the requirement. Demonstration by the supplier of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services, with supporting evidence.	3
Minor Reservations	Satisfies the requirement with minor reservations . Some minor reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	2
Serious Reservations	Satisfies the requirement with major reservations . Considerable reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	1
Unacceptable	Does not meet the requirement . Does not comply and/or insufficient information provided to demonstrate that the supplier has the ability, understanding, experience, skills, resource & quality measures required to provide the goods / services, with little or no supporting evidence.	0

The Bidders will be evaluated according to the technical evaluation criteria in the scorecard below.

Bidders must indicate their ability to do the following and to substantiate as required with supporting documentation.

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A CLOUD BASED HOSTED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

SCMU7-22/23-0005

ANNEXURE A2: CLOUD BASED HOSTED IP-PBX EVALUATION TECHNICAL SCORECARD AND COMPLIANCE CHECKLIST

TECHNICAL EVALUATION CRITERION		WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
CoGTA					
CLOUD BASED HOSTED IP-PBX EVALUATION					
1	GENERAL	100			TO BE COMPLETED BY THE BIDDER
1.1	Provide Proof of physical existence and location of business entity (municipality utility bill or the lease agreement together with the landlord municipality bill) within the Eastern Cape Province Premises. COGTA reserves the right to conduct physical inspection of the offices.	30	Section 20 (f)		
1.2	Technical proposal with prescribed format as specified in section 19	10	Section 19		
1.3	a) Provide three or more contactable references (in client's letter head) of successful medium to large IP Telephone system installations (with over 600 end user voice connections) in the past five years. The bidder must also submit the certificate of completion signed by project manager, a brief description of the services that you provided and the level of satisfaction. The letter must include: client name, contact name, address, fixed line phone number, and duration of contract, value of the telephone solution expenditure. All necessary permissions to contact them and contact details to be updated as the Department will contact these references from at least two (2) contactable existing/recent clients (within past 3 years).	10	Section 20 (a)		

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A CLOUD BASED HOSTED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

SCMU7-22/23-0005

TECHNICAL EVALUATION CRITERION			WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION						
2	CERTIFICATION/LICENSING		20	SECTION 21		TO BE COMPLETED BY THE BIDDER
2.1	Provide a proof of an Electronic Communications Services (ECS) license by Independent Communications Authority of South Africa (ICASA). Provide service, network license and Equipment Type approval from ICASA		6	Section 20 (d)		
2.2	Proof of communications Equipment Vendor Certified network specialist		3	Section 20 (g)(i)		
2.3	Proof of communications Equipment Vendor Certified IP telephony specialist		3	Section 20 (g)(ii)		
2.4	Certified Project manager		3	Section 20 (g) (iii)		
2.5	Certification from MITEL for providing complete support on the handsets		5	Section 16 (i)		
3	FINANCIAL MANAGEMENT		20	SECTION 16		
3.1	Pricing model that demonstrates how the solution will incorporate and implement Least Cost Routing functionality / interconnect facility with all South African telephone networks to provide substantial cost savings on call charges. Call rate must be per second billing rate for all outgoing calls from the first second		15	Section 16		
3.2	Call rate must be per second billing rate for all outgoing calls from the first second		5	Section 16		
4	TECHNOLOGY, MANAGEMENT INFORMATION AND REPORTING		30	SECTION 15.7		
4.1	Cloud Based Hosted IP-PBX using a Voice over IP (VoIP) solution that can support up to 600 users;		5			

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A CLOUD BASED HOSTED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

SCMU7-22/23-0005

TECHNICAL EVALUATION CRITERION		WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
4.2	A centralised modern Telecommunications Management System (TMS) that must produce individual and consolidated usage and billing reports across multiple branches of the Department;	2			
4.3	The TMS solution must also provide the Department with the ability to set and report on budgets at user level and separately identify users' Business Numbers and Private Numbers.	2			
4.4	The TMS solution must allow standard and user driven reports and live access to usage reports for users;	2			
4.5	The TMS solution must send instructions to the IP-PBX to soft lock users when thresholds are reached (zero delay between reaching threshold and soft locking phones);	2			
4.6	Must have a Global Address Book which appears on all IP phones;	2			
4.7	Telephone system must include call processing, call control, call management, call recording (limited to call centre) and audio conference services;	2			
4.8	Voice services to include smart access number capabilities and geographic number portability. Users must be able to login to the system when in the office, log out when not available and login to any other handset connected to the system which will then activate the user's extension e.g. the follow me function for each extension must be active;	2			
4.9	The solution must provide mobile apps to encourage workforce mobility	2			

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A CLOUD BASED HOSTED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

SCMU7-22/23-0005

TECHNICAL EVALUATION CRITERION		WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
4.10	Call Centre functionality must be provided at Provincial Disaster Management Centre through a functional system that will allow 8 call centre agents to handle incoming calls and outbound calls.	2			
4.11	Provide full redundancy and disaster recovery capacity;	2			
4.12	Solution details security measures to reduce the potential interruptions / interception of communication.	3			
4.13	The system must allow COGTA administrator to perform day to day user maintenance and allocation of extension numbers.	2			

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A CLOUD BASED HOSTED INTERNET PROTOCOL-PRIVATE BRANCH EXCHANGE (IP-PBX) USING VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SOLUTION FOR THE PERIOD OF TWENTY-FOUR (24) MONTHS

SCMU7-22/23-0005

BIDDER DECLARATION (Section 25)

The bidder hereby declare the following:

We confirm that _____ (Bidder's Name) will:-

Act honestly, fairly, and with due skill, care and diligence, in the interests of CoGTA;

Employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;

Act with circumspection and treat CoGTA fairly in a situation of conflicting interests;

Comply with all applicable statutory or common law requirements applicable to the conduct of business;

Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with CoGTA;

Avoid fraudulent and misleading advertising, canvassing and marketing;

Conduct business activities with transparency and consistently uphold the interests and needs of CoGTA as a client before any other consideration; and

Ensure that any information acquired by the bidder(s) from CoGTA will not be used or disclosed unless the written consent of the client has been obtained to do so.

Signature _____ Date _____

Print Name of Signatory: _____

Designation: _____

FOR AND ON BEHALF OF: _____ (Bidding Company's Name)