human settlements

Department:
Human Settlements
REPUBLIC OF SOUTH AFRICA

Private Bag X644 Pretoria 0001 RSA Tel (012) 421 1311 Fax (012) 341 8512
Private Bag X9057 Cape Town 8000 RSA Tel (021) 466 7600 Fax (021) 465 3610
http:///www.housing.gov.za Fraud Line: 0800 701 701 Toll Free Line: 0800 1 46873 (0800 1 HOUSE)

**REFERENCE : VA49/748**
**ENQUIRIES : MS K MALEKA / MR V MKHWANAZI**
**TELEPHONE : 012 444 9243 / 9241**

**BID VA49/748: TERMS OF REFERENCE FOR THE PROCUREMENT, INSTALLATION AND MAINTENANCE OF A TELECOMMUNICATION SOLUTION (TELEPHONE SYSTEM (PABX), TELEPHONE MANAGEMENT SYSTEM (TMS) AND ALL OTHER RELATED TELEPHONE EQUIPMENT) FOR THE DEPARTMENTAL BUILDINGS (240/260 JMS) FOR A PERIOD OF THIRTYSIX (36) MONTHS**

1 The closing date for the submission of applications/bid documents is **01 March 2022 @ 11:00. No late applications/bid documents will be considered. All bids must please be placed in the Tender Box situated at the main entrance of (DR. RUTH MOMPATI BUILDING, 260 JUSTICE MAHOMED STREET, SUNNYSIDE, PRETORIA)**

2 **It is compulsory that an original proposal/bid documents together with a copy of the proposal /bid document to be handed in on the closing date of the bid. Please clearly mark by writing "Original" and "Copy" on the relevant bid documents.**

3 You are invited to bid for the services as specified in the attached forms.

3.1 The conditions contained in General Conditions of Contracts (GCC) and the attached SBD1, SBD 3.3, SBD4, SBD 6.1, SBD8, and SBD9 as well as any other conditions accompanying this request are applicable.

4. **NATIONAL TREASURY CIRCULAR NO 3 OF 2015/2016**

4.1 From 1 April 2016, institutions/departments may not award any bid to a supplier who is not Registered on the Central Supplier Database **(CSD)**.

5 **Compulsory**: Please attach a most recent copy of CSD registration report.

6 **No Briefing Session Will be Held.**

Regards

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

**MR M MAMPURU**
SUPPLY CHAIN MANAGEMENT
**For: DIRECTOR-GENERAL**
**DATE:** 04/02/2022
tendercovlet

# THE DEPARTMENT OF HUMAN SETTLEMENTS

**BID NUMBER: BID VA49/748**

**DESCRIPTION: PROFESSIONAL SERVICE**

**CLOSING DATE and TIME: 01/03/2022 @11:00**

**CHECKLIST TO BE COMPLETED BY BIDDERS**

| ***TABLE OF CONTENTS:*** | Yes | No |
|---|---|---|
| ➢ Invitation Letter/ Cover Letter | | |
| ➢ (TOR) Terms of Reference | | |
| ➢ SBD1 Invitation To Bid | | |
| ➢ SBD3.3 Pricing Schedule | | |
| | | |
| ➢ SBD4 Declaration of Interest | | |
| ➢ SBD6.1 Preference Point: Purchases | | |
| ➢ SBD8 Declaration of Bidders Past Supply Chain Management Practices | | |
| ➢ SBD9 Certificate of Independent Bid Determination | | |
| ➢ General Conditions of Contract | | |
| | | |
| ***SUPPORTING DOCUMENTS:*** | | |
| ➢ Company Profile | | |
| ➢ ID Copies of Directors | | |
| ➢ Certificate issued by Registrar of Companies & Close Corporation, issued by CIPRO. | | |
| ➢ Certified/Original Valid B-BBEE Status Level Verification Certificate – 07 December 2011 | | |
| ➢ CSD Status Report | | |
| *** 1 ORIGINAL and 1 COPY OF THE WHOLE BID DOCUMENT*** | | |

**COMPANY NAME:** ________________________________

**SIGNATURE** ________________________________

**DESIGNATION:** ____________________ **DATE:** ____________________

human settlements

Department:
Human Settlements
REPUBLIC OF SOUTH AFRICA

# TERMS OF REFERENCE FOR THE PROCUREMENT, INSTALLATION AND MAINTENANCE OF A TELECOMMUNICATION SOLUTION (TELEPHONE SYSTEM (PABX), TELEPHONE MANAGEMENT SYSTEM (TMS) AND ALL OTHER RELATED TELEPHONE EQUIPMENT) FOR THE DEPARTMENTAL BUILDINGS (240/260 JMS) FOR A PERIOD OF THIRTY SIX (36) MONTHS

## 1. INTRODUCTION

The National Department of Human Settlements intends to appoint a service provider that possesses the required expertise, knowledge and experience to supply, install and maintain a telecommunication solution consisting of Telephone System (PABX), Telephone Management System (TMS) and related telephone equipment) for the entire Departmental buildings (240 and 260 Justice Mahomed Street) and linking (connecting) the Telecommunication System in both buildings with the offices in Cape Town (103 Plein Street, 3rd floor and 120 Plein Street, 2nd floor). A maintenance service contract for a period of 36 months will be required to be entered into to ensure the effective and efficient functionality of the system in the said Departmental buildings.

## 2. REQUIREMENTS

2.1 The service provider will be required to supply, install and maintain the telecommunication solution (Telephone System (PABX), Telephone Management System and related equipment for a period of 36 months.

2.2 The service provider will be required to provide a full operational telecommunication solution and the following must be taken into account:

2.2.1 Provision of system maintenance services for a period of three (3) years.

2.2.2 Apply fixed rates for supply of material, equipment and installation for the duration of the contract term.

2.2.3 Only use new SABS approved materials with no second hand material accepted.

2.2.4 Replace, repair, supply and install all parts /equipment

2.2.5 Respond and be on site within the prescribed hours of calls logged, including after hours, weekends and holidays.

2.2.6 Deploy qualified service provider telephone technicians to perform all maintenance work.

2.2.7 The appointed bidder will have to remove rubbles on site produced during the delivery of the project.

2.3 The appointed service provider will be required to deliver the aforementioned services as outlined in the specifications.

2.3.1 Specification for telecommunications solution/system – **Annexure A**

2.4 The Telecommunication System at 240/260 JMS Buildings must also be linked to the Cape Town offices. Prospective bidders must also cater for the possibility of travelling to Cape Town in order to do an assessment.

2.5 The bidder must demonstrate knowledge and experience in the provision of the telecommunications environment and the demonstration of adequate capacity to manage such a project is a prerequisite.

2.6 The bidder must be a licensed/certified registered Original Equipment Manufacturer(s) (OEMs) or a licensed supplier by the manufacturer to provide the proposed IP telephone solution and Telephone Management System (TMS) products. This is a compulsory requirement and if bidder is not certified/ registered OEM(s) partner, will result in disqualification of the bidders telecommunication proposed solution.

## 3. SUPPORT AND MAINTENANCE REQUIREMENTS

3.1 The bidder will be required to provide support and adhere to the following maintenance requirements:

3.1.1 Hardware/software support and maintenance is required for a period of thirty-six months. This will be both remote and onsite support between Pretoria and Cape Town DHS offices.

3.1.2 Service level agreement will include monthly reporting on log calls stats, reports, as well as mean time to repair/response etc.

3.1.3 Bidders must ensure that they have the resource capabilities to attend to faults within given timeframes.

- ❖ Mean Time to respond (MTTR) - 1 hours max.
- ❖ Mean Time to repair (MTTR) – 4 hours max.
- ❖ 24/7 hour support

## 4. SCOPE OF WORK

4.1 High level scope of work includes:

4.1.1 Supply, install and configure a fully licensed IP Telephony solution and Telephone Management System (TMS) to ascertain that system is fully functional.

4.1.2 The system must include all telephone equipment such as handsets, switchboards terminals for all offices, call recording system and Telephone Management System (TMS).

4.1.3 The system must Provide IP Telephony technology with Unified Communications and Collaboration (UC&C) capabilities, such as unified messaging, unified communications and remote working connectivity.

4.1.4 The PBX system, Call Centre module and telephone equipment such as handsets, switchboards for all offices must all be the same brand.

4.1.5 The TMS and the Call Recorder must be integrated with the PBX system and the Call Centre System.

4.1.6 The new system implementation must include a Call Centre wallboard.

4.1.7 Implementation of a Call Recording system for the switchboard and Call Centre users.

4.1.8 Telephone Management System (TMS) must be implemented to provide centralized billing (call accounting) for all telephones, the switchboards and the Call Centre.

4.1.9 The TMS must be able to record extensions of at least 2000 user's or more.

4.1.10 The TMS must allow billing per office, per branch or division and allow setting of threshold or maximum amount that an individual can spend on calls per month (budget barring).

4.1.11 Supplier Support and Maintenance for a period of thirty-six months (36) months.

4.1.12 Porting of Numbers from the current service provider to the new supplier.

4.1.13 Provide low-cost external call breakout.

4.1.14 Provide SIP Trunking based PBX solution.

4.1.15 Provide user, administration and first line training.

4.1.16 Install, configure and maintain the Voice Gateways/Routers or Session Border Controller (SBC) necessary for the solution.

4.1.17 Geographical number porting of all existing 900 DDI numbers

4.1.18 Off-Net/Outbound Calls to other networks

4.1.19 Provide CALLING PLANS AND RATES for Local, Cellular and International. Organization calls to be zero rated.

4.1.20 Call rates updates and enhancement at no extra cost for the duration of the contract.

4.1.21 Training of all end users per office.

4.1.22 Provide IP Telephony technology with Unified Communications and Collaboration (UC&C) capabilities, such as unified messaging, unified communications and extending the desktop to mobile users.

4.1.23 Provide, configure, install and support the PBX and all telephones handsets and headsets.

4.1.24 Provide handsets and headsets for Call Centre users.

4.1.25 The telephone handsets must have 1000BASE-T Ethernet connection through two RJ-45 ports, one for the LAN connection and the other for connecting a downstream Ethernet device such as a PC.

4.1.26 Provide all equipment for the entire solution including servers and PC's, PBX, the switchboard, TMS, Call Recorder etc.

4.1.27 Provide an end-to-end high availability connectivity for the proposed system and must also provide failover mechanism.

4.1.28 Upon acceptance of the tender, the successful bidder will be expected to conduct a full diligent assessment of the existing infrastructure and take note of any requirements that might need urgent attention to ensure system performance will be in good state. A formal assessment report with recommendations of a rollout plan will be expected before project commences.

4.1.29 Maintenance & support pricing is to be spread over the contract term of thirty-six (36) months.

## 5. MEASURABLE OUTPUTS

5.1 Comprehensive Terms of Reference or specification to enable installations of a new Departmental Telecommunications system.

## 6. MILESTONES AND TIMEFRAMES

6.1 The duration of the installation project shall not exceed six months (6) from the date of commissioning of the project in terms of installation of the telecommunication system and other related materials.

6.2 Precaution – during the installation phase, the current telephone services should remain operational until the installation of the new system is completed (Control downtime)

6.3 The bidder must specify all the conditions of the warranty of the system so that the maintenance services can come into effect once the all conditions and time frames have lapsed.

## 7. KNOWLEDGE AND EXPERTISE OF SERVICE PROVIDER

7.1 The service provider must demonstrate the following characteristics as an indication of its capacity and readiness to successfully perform the assignment:

a) A minimum of five (5) years' experience in the field of Telecommunications supply and systems maintenance.

b) Extensive and demonstrable experience in the project field (Proof of previous similar projects and notable references required).

c) Institutional capacity to successfully carry out an assignment of this nature.

## 8. INSTITUTIONAL ARRANGEMENTS

8.1 The Department will delegate official/s to provide guidance to the service provider. The delegated official/s will, inter alia, ensure that the plans, reports and software produced are of the required quality and purpose.

8.2 Similarly, the service provider will delegate a project manager to ensure that the assignment is rolled out in terms of these Terms of Reference and shall be recorded in the Service Level Agreement.

## 9. EVALUATION CRITERIA

9.1 The following functionality criteria will be used for evaluating the tender.

| CRITERIA | SUB-CRITERIA | SUB-POINTS | VALUE |
|---|---|---|---|
| Service provider's understanding of the assignment and deliverables required | A clear Project methodology with clear milestones and timelines of delivery aligned to the project scope and requirements<br><br>Risk management strategy aligned to the project scope and requirements | 30<br><br>20 | 50 |
| Service provider capacity and appropriate technical skills | Identification of the Lead manager with relevant ICT qualifications (Degree/National Diploma or equivalent in ICT and Project Management and a minimum of 5 years relevant experience<br><br>Experience<br>Qualification and 10 plus experience<br>Qualification and 6 to 9 years' experience<br>Qualification and a minimum of 5 years' experience | 10<br><br>10 10<br>6<br>4 | 20 |
| Company's Level of previous experience in executing projects of this magnitude | Company's expertise, experience in Telecommunication infrastructure installation and maintenance<br>10 years plus experience<br>5 to 9 years' experience | <br>10 10<br>6 | 30 |

| | | | |
|---|---|---|---|
| | minimum 5 years' experience | 4 | |
| | List of notable and signed off references on projects of a similar nature<br>5 and more references<br>1 - 4 References | 10<br>10<br>5 | |
| | Compliance<br>1. Company's OEM certificate/licence<br>2. Liability insurance | 10<br>5<br>5 | |
| Total | | | 100 |

9.2 A tender that scores 70 points out of 100 in respect of functionality will be regarded as responsive tender and those that score below 70 points will be disqualified.

**10. CONTRACTING**

10.1 The successful service provider will be expected to sign a contract in the form of a Service Level Agreement with the Department of Human Settlements, detailing roles and responsibilities, and other relevant contractual obligations of the parties.

11. **SITE VISIT AND PRESENTATION**

11.1 A site briefing and inspection shall be conducted per appointment to enable the bidders to satisfy themselves to local conditions, accessibility of the site, full extent and the nature of the work to be performed and conditions affecting the execution.

## 12. CONTACT DETAILS

12.1 Questions of clarity will be dealt with strictly in writing. Bidders may forward written questions for clarity related to the meaning or interpretation of any part of this document or any other aspect concerning the bid for the attention of the following officials at the offices of the Department of Human Settlements:

Ms. A Nthabu at Annah.Nthabu@dhs.gov.za or
Ms. NS Shabangu at Suncity.Shabangu@dhs.gov.za or

## 1.1. DETAILED TECHNICAL SPECIFICATIONS AND MANDATORY REQUIREMENTS

| MANDATORY REQUIREMENTS | SUBSTANTIATING EVIDENCE OF COMPLIANCE |
|---|---|
| (1) **PRODUCT SPECIFICATION REQUIREMENTS**<br>**The entry level/standard (Manager Level) user IP phones** must:<br>• support DHCP<br>• Interoperable with power over Ethernet switches. (No power adapters required)<br>• be full duplex<br>• have two ports supporting at least 1000 MB (1Gig) switch port speed<br>• support the following Codecs: G.711a, G.711u, G.729a, G.729ab, G.722<br>• Support at least three-way conference<br>• Navigation buttons: UP/DOWN/LEFT/RIGHT/OK, fixed function buttons (with LEDs): speaker, headset, mute, and call history<br>• DHCP client, Web based GUI<br>• Four-line registration and, scroll for adding and accessing contacts.<br>• Provides at least two 1000 Mbits/s Ethernet ports, support for VLAN configuration<br>• Support POE and complies with the IEEE 802.af standard<br>• Provides media encryption using 128-bit AES to avoid unauthorized listening | Provide the OEM product specification brochure or technical documentation indicating the product specification requirements |

| MANDATORY REQUIREMENTS | SUBSTANTIATING EVIDENCE OF COMPLIANCE |
|---|---|
| • Support common voice codecs, including G.711a, G.711p, G.729AB, iLBC AMR, G.722, G.722.1and G.722.2<br>• Provides TLS-based SIP signalling encryption<br>• Provides QVGA colour screen<br>• Provides at least 5 programmable buttons and 4 soft keys<br>• Provides PBX services, including but not limited to call waiting, call hold, call transfer, call forwarding, DND, BLF, advanced secretary distinctive ring tone, designated pick up, group pick up and call park | |
| **The (Executive Level) Senior Managers IP phones = (250 - quantity)** must comply with all the “Entry level/Standard User IP Phones” requirements and also be able to support the following advanced feature sets:<br>• multi-line information display<br>• large colour screens<br>• Do not disturb<br>• follow me<br>• send to voicemail<br>• log on/off<br>• pin-code dialling<br>• on-hook dialling<br>• personal address book<br>• call-line ID<br>• user programmable buttons,<br>• system programmable buttons,<br>• support all call features of the | Provide the OEM product specification brochure or technical documentation indicating the product specification requirements. |

| MANDATORY REQUIREMENTS | SUBSTANTIATING EVIDENCE OF COMPLIANCE |
|---|---|
| • Support at least three-way conference<br>• Navigation buttons: UP/DOWN/LEFT/RIGHT/OK, fixed function buttons (with LEDs): speaker, headset, mute, and call history<br>• DHCP client, Web based GUI<br>• six-line registration, scroll for adding and accessing contacts<br>• Provides at least two 1000 Mbits/s Ethernet ports, support for VLAN configuration<br>• Support POE and complies with the IEEE 802.af standard<br>• Provides media encryption using 128-bit AES to avoid unauthorized listening<br>• Support common voice codecs, including G.711a, G.711p, G.729AB, iLBC AMR, G.722, G.722.1and G.722.2<br>• Provides TLS-based SIP signalling encryption<br>• Provides QVGA colour screen<br>• Provides at least 5 programmable buttons and 4 soft keys<br>• Provides PBX services, including but not limited to call waiting, call hold, call transfer, call forwarding, DND, BLF, advanced secretary distinctive ring tone, designated pick up, group pick up and call park | |
| **The TMS** must have the following features:<br>• monthly billing<br>• most used extensions | Provide the OEM product specification brochure or technical documentation |

| MANDATORY REQUIREMENTS | SUBSTANTIATING EVIDENCE OF COMPLIANCE |
|---|---|
| • most dialled numbers<br>• most expensive extensions<br>• quota alerting and management<br>• violation extension barring<br>• historic reports<br>• Telephone directory integration<br>• admin console<br>• user web console<br>• accurate and updated Telco cost tables<br>• Automatically emails to Finance for reporting<br>• Automatically emails summary of Bills per branch and Directorate, individual<br>• Set financial limits for all calls and barring if expenditure is exceeded | indicating the product specification requirements. |
| **The Operator Console/Switchboard (4 - quantity)** must be able to support and have the following features:<br>• IP based<br>• Call monitoring<br>• Call transfer<br>• Support headsets<br>• multi-line information display<br>• large colour screens<br>• Do not disturb<br>• follow me<br>• send to voicemail<br>• presence awareness<br>• pin-code dialling<br>• discreet dialling<br>• call-line ID<br>• system programmable buttons | |

| MANDATORY REQUIREMENTS | SUBSTANTIATING EVIDENCE OF COMPLIANCE |
|---|---|
| • user programmable buttons<br>• log on/off<br>• reporting<br>• off-hook dialling<br>• personal address book<br>• integrated AD address book<br>• least cost routing<br>• Intelligent call routing | |
| **All telephone devices = (450 - quantity)** must be able to support advanced feature sets and support the following call features of the switchboard:<br>• Do not disturb<br>• follow me<br>• send to voicemail<br>• pin-code dialling<br>• system programmable buttons<br>• user programmable buttons<br>• log on/off<br>• reporting<br>• off-hook dialling<br>• personal address book<br>• Authentication • Basic Call Logs • Call Waiting • Calling Line ID Delivery Blocking • Calling Name Retrieval • Calling Party Category • Charge Number • Client Call Control • Connected Line Identification Presentation • Connected Line Identification Restriction • Customer Originated Trace • External Calling Line ID Delivery • Intercept User • Internal Calling Line ID Delivery • Phone Status Monitoring • Physical Location • Service Scripts User • Zone Calling Restrictions • | Provide the OEM product specification brochure or technical documentation indicating the product specification requirements. |

| MANDATORY REQUIREMENTS | SUBSTANTIATING EVIDENCE OF COMPLIANCE |
|---|---|
| Call Forwarding Always • Call Forwarding Busy • Call Forwarding No Answer • Call Forwarding Not Reachable • Call Return • Call Transfer • Directory Number Hunting • Flash Call Hold • Last Number Redial • Three-Way Conference Call • Anonymous Call Rejection • Automatic Call-back • Diversion Inhibitor • Hoteling Guest (Hot Desk) • Speed Dial 100 | |
| | |
| DHS requires a full replacement proposal of the current telephone systems with a highly available on-site fully managed telephony solution for three (3) years.<br>The following are the overall requirements:<br>• High Availability (HA) On-Site Telephony Services able to support 700 extensions and scalable to 700 but only licensed for 700 extensions.<br>• 4 x Switchboards with one to cater for the visual impaired, 450 Basic Handsets, 250 Executive Management and 12 Conference Phones, 6 receptionists.<br>• Standard PBX features such as music on hold, boss secretary, speed dials, pin codes, hunt groups and group pickups, etc. must be standard features.<br>• ACD for 10 Call Centre Agents together with headsets.<br>• Welcome messages and comfort messages for the Switchboards.<br>• Roaming PINs for dialling out with an option of | |

| MANDATORY REQUIREMENTS | SUBSTANTIATING EVIDENCE OF COMPLIANCE |
|---|---|
| logging-in once to allow usage for the whole day.<br>• Voicemail for all extensions.<br>• End user training is required- details of training and documentation should be indicated.<br>• Competitive Cell phone calling rates maybe using Least Cost Routing (LCR).<br><br>**Operator Consoles/Switch Boards requirements:**<br>• 4 x Switchboards one of which to cater for the visual impaired.<br>• Jaws to accommodate the visually impaired on switchboard<br>• Must be PC based and capable of:<br>• Display call queue<br>• Display call status<br>• Have park and append feature<br>• Have a call coding feature<br>• An interactive voice module that provides:<br>• Music on hold and during call transfer Uploading of announcements and voice prompts for auto attendant<br><br>• IP Phone Instruments<br>• Standard IP Phones<br>• Colour display<br>• Memory to support UC applications<br>• 2 Gigabit Ethernet ports with PoE+<br>• USB port for headsets and accessories<br>• 4way navigation<br>• Adequate memory to support UC applications | |

| MANDATORY REQUIREMENTS | SUBSTANTIATING EVIDENCE OF COMPLIANCE |
|---|---|
| • 12 Programmable keys with dual-colour LED indicators (for speed dialling, line appearances, feature access, etc.)<br>• Dual-mode (supports SIP)<br>• Page Send/Receive, on-hook dialling, off-hook voice announces and hands-free answerback.<br>• Hearing aid-compatible phone, two-position.<br>• Multi-line information display<br>• Large colour screens<br>• do not disturb<br>• Follow me<br>• Send to voicemail<br>• Log on/off<br>• On-hook dialling<br>• Personal address book<br>• Call-line ID<br>• User programmable buttons<br>• Systems programmable buttons<br>• Support all call features of the switchboard<br><br>**Telephone Management System**<br>a. A dashboard-based telephone management application for call management administration with the following functions:<br><br>• Pin management.<br>• Allocation and cancellation of pin(s).<br>• Sorting of users into groups and subgroups.<br>• Call budget management – increasing and decreasing budget allocated per pin. | |

| MANDATORY REQUIREMENTS | SUBSTANTIATING EVIDENCE OF COMPLIANCE |
| --- | --- |
| • Automatic resetting by the TMS of pin budget on a month-to-month basis.<br>• Capability for comparative analysis for cost effectiveness of applied call rates.<br>• Report generation for customised reports as required by departments/groups for call usage purposes.<br>• Audit trail for all transactions on the telephone management application.<br>• All reports must include the CLI requirement.<br><br>b. Usage must be user pin based, whereby employees are allocated pin numbers to place all external calls. The following must apply to the pin:<br>• User must be able to use pin on any handset.<br>• External calls must be automatically barred for pins whose budgets have been exhausted.<br>• User must be able to self-check the status of their pin budget in a secure portal/web based.<br>• User must be notified when budget is exhausted.<br>Conference Phones<br>• Capability to record conversations<br><br>**Call Centre System and receptionists**<br>a. The following requirements are applicable to the Call Centre:<br>• Must be 99% operational. No downtime expected.<br>• 12 Call Centre Agents<br>• 6 receptionists<br>• Fail over option (preferably auto fail-over) must | |

| MANDATORY REQUIREMENTS | SUBSTANTIATING EVIDENCE OF COMPLIANCE |
|---|---|
| be provided with recording capabilities for all incoming and outgoing calls.<br>• Alternative provisions must be available in case of total system failure to provide for services.<br>• Switching to fail over system and/or alternative service must be done within reasonable amount of time considering no downtime expected. Management and monitoring will be SLA based.<br>• Incoming calls are recorded on a "Total Recall" call recorder.<br>• Call recording in line with applicable regulation (e.g. PAIA, PAJA, etc.)<br>• Functions/services to be provided at different locations<br>• Offer caller relevant voice recorded message while call not attended, on hold, or being transferred.<br>• Capability to extend call message to provide options to redirect call accordingly.<br>• Use Active directory integration via LDAP for address book lookup.<br>• Receptionist Desktop Application • Call Centre user licence (Basic, Standard or Advance) • Call Centre Agent and Supervisor Desktop Application Licences. • Voicemail to E-mail • Fax to e-mail (must be sold with Voicemail) • Auto Attendant License • Assistant Enterprise Licenses • Call Recording user licence<br>• Automatic call distribution (ACD) supporting multiple routing strategies. The ACD must have capabilities for operator to: | |

| MANDATORY REQUIREMENTS | SUBSTANTIATING EVIDENCE OF COMPLIANCE |
|---|---|
| Logon, logoff, multiple break states<br>Monitor and manage call status<br>Extract call related reports when required | |

# PART A
# INVITATION TO BID

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE *(NAME OF DEPARTMENT/ PUBLIC ENTITY)* | | | | | |
|---|---|---|---|---|---|
| BID NUMBER: | VA49/748 | CLOSING DATE: 01 MARCH 2022 | | CLOSING TIME: | 11:00 |
| DESCRIPTION | THE PROCUMBENT, INSTALLATION AND MAINTENANCE OF A TELECOMMUNICATION SOLUTION (TELEPHONE SYSTEM (PABX), TELEPHONE MANAGEMENT SYSTEM (TMS) AND ALL OTHER RELATED TELEPHONE EQUIPMENT) FOR THE DEPARTMENTAL BUILDINGS FOR A PERIOD OF THIRTY SIX (36) MONTHS | | | | |

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)***

THE NATIONAL DEPARTMENT OF HUMAN SETTLEMENTS,
DR RUTH MOMPATI BUILDING
260 JUSTICE MAHOMED STREET,
SUNNYSIDE, PRETORIA

| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | |
|---|---|---|---|
| CONTACT PERSON | MS K MALEKA | CONTACT PERSON | **MS. SUNCITY SHABANGU** |
| TELEPHONE NUMBER | 012 444 9239/9243 | TELEPHONE NUMBER | |
| FACSIMILE NUMBER | | FACSIMILE NUMBER | |
| E-MAIL ADDRESS | khazeka.maleka@dhs.gov.za | E-MAIL ADDRESS | **suncity.shabangu@dhs.gov.za** |

**SUPPLIER INFORMATION**

| | | | | | |
|---|---|---|---|---|---|
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | | NUMBER | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | | NUMBER | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | **OR** | CENTRAL SUPPLIER DATABASE No: | MAAA |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | TICK APPLICABLE BOX] ☐ Yes ☐ No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | [TICK APPLICABLE BOX] ☐ Yes ☐ No | |

***[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]***

| | | | |
|---|---|---|---|
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | ☐Yes ☐No [IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?** | ☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ] |

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

| | |
|---|---|
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | ☐ YES ☐ NO |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | ☐ YES ☐ NO |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | ☐ YES ☐ NO |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | ☐ YES ☐ NO |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | ☐ YES ☐ NO |

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

## PART B
## TERMS AND CONDITIONS FOR BIDDING

| | |
|---|---|
| **1.** | **BID SUBMISSION:** |
| 1.1. | BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. |
| 1.2. | **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.** |
| 1.3. | THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 1.4. | **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).** |

| | |
|---|---|
| **2.** | **TAX COMPLIANCE REQUIREMENTS** |
| 2.1 | BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. |
| 2.2 | BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. |
| 2.3 | APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. |
| 2.4 | BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. |
| 2.5 | IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. |
| 2.6 | WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |
| 2.7 | NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE." |

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

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

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

DATE: ……………………………………………

# PRICING SCHEDULE
**(Professional Services)**

| | |
|---|---|
| NAME OF BIDDER: ............................................................................................................... | BID NO.: **VA49/748** |
| CLOSING TIME **11:00** | CLOSING DATE **01/03/2022** |

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) |
|---|---|---|

**BID VA49/748: THE PROCUMBENT, INSTALLATION AND MAINTENANCE OF A TELECOMMUNICATION SOLUTION (TELEPHONE SYSTEM (PABX), TELEPHONE MANAGEMENT SYSTEM (TMS) AND ALL OTHER RELATED TELEPHONE EQUIPMENT) FOR THE DEPARTMENTAL BUILDINGS FOR A PERIOD OF THIRTY SIX (36) MONTHS**

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

| 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 air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

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

TOTAL: R.........................................................

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

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

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

TOTAL: R......................................................

6. Period required for commencement with project after acceptance of bid ......................................................................

7. Estimated man-days for completion of project ......................................................................

8. Are the rates quoted firm for the full period of contract? *YES/NO

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

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

***[DELETE IF NOT APPLICABLE]**

---

Any enquiries regarding bidding procedures may be directed to the –

THE NATIONAL DEPARTMENT OF HUMAN SETTLEMENTS, 240 JUSTICE MAHOMED STREET, GOVAN MBEKI HOUSE, SUNNYSIDE, PRETORIA, 0002

MS M HITGE / MS K MALEKA

Tel: 012 444 9239 or 012 444 9245

# PRICING SCHEDULE
**(Professional Services)**

| | |
|---|---|
| NAME OF BIDDER: ………………………………………………………………………………… | BID NO.: **VA49/748** |
| CLOSING TIME **11:00** | CLOSING DATE **01/03/2022** |

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) |
|---|---|---|

**BID VA49/748: THE PROCUMBENT, INSTALLATION AND MAINTENANCE OF A TELECOMMUNICATION SOLUTION (TELEPHONE SYSTEM (PABX), TELEPHONE MANAGEMENT SYSTEM (TMS) AND ALL OTHER RELATED TELEPHONE EQUIPMENT) FOR THE DEPARTMENTAL BUILDINGS FOR A PERIOD OF THIRTY SIX (36) MONTHS**

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

| 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 air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

| DESCRIPTION OF EXPENSE TO BE INCURRED | RATE | QUANTITY | AMOUNT |
|---|---|---|---|
| ---------------------------------------- | ……………… | ……………… | R……………… |
| ---------------------------------------- | ……………… | ……………… | R……………… |
| ---------------------------------------- | ……………… | ……………… | R……………… |
| ---------------------------------------- | ……………… | ……………… | R……………… |

TOTAL: R……………………………………………

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

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

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

TOTAL: R...........................................................

6. Period required for commencement with project after acceptance of bid ...............................................................

7. Estimated man-days for completion of project ...............................................................

8. Are the rates quoted firm for the full period of contract? *YES/NO

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

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

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

THE NATIONAL DEPARTMENT OF HUMAN SETTLEMENTS, 240 JUSTICE MAHOMED STREET, GOVAN MBEKI HOUSE, SUNNYSIDE, PRETORIA, 0002

MS M HITGE / MS K MALEKA

Tel: 012 444 9239 or 012 444 9245

# DECLARATION OF INTEREST

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

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

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

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

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

2.2 Identity Number: ……………………………………………………………………………………………………

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

2.4 Company Registration Number: …………………………………………………………………………………

2.5 Tax Reference Number: …………………………………………………………………………………………

2.6 VAT Registration Number: ………………………………………………………………………………………

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

[1]"State" means –

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

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution: ……………………………………………

Any other particulars:

………………………………………………………………………
………………………………………………………………………
………………………………………………………………………

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

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

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

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

………………………………………………………………………
………………………………………………………………………
………………………………………………………………………

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

2.8.1 If so, furnish particulars:

………………………………………………………………………
………………………………………………………………………
………………………………………………………………………

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

2.9.1 If so, furnish particulars.

………………………………………………………………
………………………………………………………………
………………………………………………………………

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

2.10.1 If so, furnish particulars.

………………………………………………………………
………………………………………………………………
………………………………………………………………

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

2.11.1 If so, furnish particulars:

………………………………………………………………………………
………………………………………………………………………………
………………………………………………………………………………

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

| Full Name | Identity Number | Personal Tax Reference Number | State Employee Number / Persal Number |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

## 4 DECLARATION

I, THE UNDERSIGNED (NAME)……………………………………………………………………………

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

………………………………………… ……………………………………………………
Signature Date

………………………………………… ……………………………………………………
Position Name of bidder

May 2011

# 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 not to exceed R50 000 000 (all applicable taxes included) and therefore the ......80/20........ preference point system shall be applicable; or

b) The 80/20 preference point system will be applicable to 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 | 80 |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR | 20 |
| 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:

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = 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 | | NO | |
|---|---|---|---|

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted............……………….…………%
ii) The name of the sub-contractor…………………………………………………………..
iii) The B-BBEE status level of the sub-contractor......................................……………..
iv) Whether the sub-contractor is an EME or QSE
(***Tick applicable box***)

| YES | | NO | |
|---|---|---|---|

v) 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 last 51% owned by:** | **EME** √ | **QSE** √ |
|---|---|---|
| Black people | | |
| Black people who are youth | | |
| Black people who are women | | |
| Black people with disabilities | | |
| Black people living in rural or underdeveloped areas or townships | | |
| Cooperative owned by black people | | |

| | | |
|---|---|---|
| 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. ............................................ | ............................................ SIGNATURE(S) OF BIDDERS(S) |
| 2. ............................................ | DATE: ............................................ |
| | ADDRESS ............................................ |
| | ............................................ |
| | ............................................ |

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

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

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

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

| | |
|---|---|
| 4.4.1 | If so, furnish particulars: |

**SBD 8**

## CERTIFICATION

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

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

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

SBD 9

# CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

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

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

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

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

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

[2] **Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.**

**SBD 9**

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

______________________________________________________________

(Bid Number and Description)

in response to the invitation for the bid made by:

______________________________________________________________

(Name of Institution)

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

I certify, on behalf of: ______________________________________________ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a bid in response to this bid invitation;

   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

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

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

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

| | |
|---|---|
| ………………………………………………… | ……………………………… |
| Signature | Date |
| ………………………………………………… | ……………………………… |
| Position | Name of Bidder |

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# THE NATIONAL TREASURY

## Republic of South Africa

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# 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

## 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 (NIP) Programme**

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

**34 Prohibition of Restrictive practices**

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

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

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