

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 39 OF 25/26

SUPPLY, INSTALLATION AND MAINTENANCE OF A CLOUD-HOSTED PRIVATE AUTOMATED BRANCH EXCHANGE (PABX) TELEPHONY SERVICES FOR MSUNDUZI MUNICIPALITY

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13.	<u>SERVICE PROVIDERS ARE TO NOTE:</u>	
13.1	Service Providers are advised to check the number of pages and should any be missing or duplicated, or the reproduction thereof indistinct, or any descriptions ambiguous, or if this document contains any obvious errors they shall inform the Head: Supply Chain Management or the Engineer at once and have same rectified. No liability whatsoever will be incurred by the Council in respect of errors in any tender due to the Service Provider’s failure to observe this requirement.	
13.2	The Tender Notice was advertised in The Witness newspaper, Msunduzi Municipality and e-Tender websites on Wednesday, 28 January 2026 . The tender closes at the Tender Box located at the Msunduzi Municipality’s Central Stores, 2 Abattoir Road (off Kershaw Street), Pietermaritzburg, 3201, at 12h00 on Wednesday, 04 March 2026 .	

THE MSUNDUZI MUNICIPALITY

TENDER SUBMISSION CHECKLIST

The Checklist below is attached hereto to assist Service Providers with the completion of the tender document. Service Providers are required to **TICK** the relevant boxes for verification purposes. Where information is not applicable to the tender, the symbols **N/A** must be inserted in the space provided.

It must be noted that the Council shall not be held liable for any loss or damage incurred to the Service Provider should the Service Provider fail to fulfil the requirements of the Tender.

No.	Description	<u>Service Provider to Tick (√)</u>	<u>For Official Use Only</u>	
1	Has the Tender Document been completed in handwriting or typed and all corrections counter-signed? (No correction fluid used)			
2	Has all tendered amounts been arithmetically checked and the correct total amounts carried forward to the Summary Page and Tender Form?			
3	Has all information as required in terms of the Tender Document been submitted with the tender?			
4	Has the compulsory “Tender Briefing/Site Inspection” meeting been attended and has the “Tender Briefing/Site Inspection” certificate been completed and signed at the meeting?		D	
5	Have all Declarations contained in the Tender Document been completed and signed by the Tenderer, and before a Commissioner of Oaths (if applicable)?			
6	Has the “Tender Form” been completed and signed?		D	
7	Is a valid Tax Clearance Status Verification Pin attached to the Tender Document?			
8	Has the CSD Supplier Number and Unique Registration Reference Number been submitted with the Tender Document?			
9	Does the price includes VAT regardless of VAT status of being a VAT or Non-VAT Vendor? All prices must include VAT.			

****D: Failure to comply with these Sections will prejudice the tender.***

Name of Service Provider : _____

Signature : _____

Date : _____

THE MSUNDUZI MUNICIPALITY

TENDER NOTICE

CONTRACT No. SCM 39 OF 25/26

SUPPLY, INSTALLATION AND MAINTENANCE OF A CLOUD-HOSTED PRIVATE AUTOMATED BRANCH EXCHANGE (PABX) TELEPHONY SERVICES FOR MSUNDUZI MUNICIPALITY

The Msunduzi Municipality hereby invites tenders from suitably qualified and experienced Tenderers to propose a suitable, cost-effective solution for the Supply, Installation and Maintenance of a Cloud-Hosted Private Automated Branch Exchange (PABX) Telephony Services for the Msunduzi Municipality for a Period of thirty (36) Months.

Tender documents will be made available to tenderers from **12h00 on 28 January 2026**. Tender documents can be downloaded and printed at the Tenderer's cost from the National Treasury e-Tender Publication Portal on www.etenders.gov.za.

Printed copies of the tender documents shall also be available from the Supply Chain Management Unit Offices, 5th Floor, A S Chetty Centre, 333 Church Street, Pietermaritzburg, 3201, as from the abovementioned date and time, at a non-refundable tender deposit fee of **R1 327.86 (including VAT)** for each document drawn. Only cash or EFT payments will be accepted.

For any technical related enquiries regarding the Specifications, Tenderers must contact Sibusiso Ndlela (ICT Business Unit) on either Tel. No. 033-392 229 3 or e-mail: sibusiso.ndlela@msunduzi.gov.za.

For any procurement related enquiries, Tenderers must contact Vinesh Govender (Supply Chain Management Sub-Unit) on Telephone No. 033 – 392 2027 or e-mail address vinesh.govender@msunduzi.gov.za.

A **compulsory Tender Briefing Meeting** will be held at **10h00 on Thursday, 12 February 2026**, in Auditorium No. 1, 1st Floor, Bessie Head Library, 260 Church Street, Pietermaritzburg, 3201. An official will chair the meeting and answer queries raised by prospective Tenderers. Any amendment to the tender documentation arising from such answers will be circulated in terms of the meeting's attendance register.

Tenders must be submitted both in hard copy and on a CD/USB Flash Drive contained in sealed envelopes and marked with "**Contract No. SCM 39 of 25/26**" and the **Contract Description**, must be placed in the Tender Box located at the Msunduzi Municipality's Central Stores, 2 Abattoir Road (off Kershaw Street), Pietermaritzburg, 3201 (co-ordinates -29.6126297;30.3610014), not later than **12h00 on Wednesday, 04 March 2026**, when they will be publicly opened. Only tenders placed in the Tender Box shall be accepted.

Tender Validity Period: Four (4) months commencing from the closing date of tender.

Tender Evaluation & Adjudication Criteria: The tender shall be evaluated on a Two Stage Evaluation System, Stage One Functionality and Stage Two 80/20 Preference Point System.

Adjudication criteria will be as per the tender document, the allocation of points will be in line with specific goals as prescribed in terms of the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, Act No. 5 of 2000, including Chapter 4 of the Public Procurement Act No. 28 of 2024.

The Functionality for Stage One shall be evaluated on the following criteria:

No.	Criteria	Max Points Awarded
1	Project Methodology	20
2	Project Plan	20
3	Company Experience	20
Total Points Awarded		60
Minimum Threshold		50 Points

The allocation of Preference Points will be according to the following Specific Goals:

Specific goals	Description	Max Points Awarded
BOE	≥ 51% Black Owned Enterprise or 51% management Control by South African Black People.	8
WOE	≥ 51% Woman Owned Enterprise and Controlled by one or more woman or 51% Management control by one or more woman.	8
Locality	Business Situated Within the Msunduzi Municipality's Area of Jurisdiction	4
Total Preference Points		20

The Msunduzi Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender. Each tenderer will be informed of the tender result.

The Msunduzi Municipality expects businesses within the Pietermaritzburg and Midlands Region to support its contract and BEE/SMME initiatives.

MRS. N M NGCOBO (ACTING CITY MANAGER)

THE MSUNDUZI MUNICIPALITY

STANDARD CONDITIONS OF TENDER

1. DOCUMENTS

This document comprises of the Standard Conditions of Tender, Standard Conditions of Contract (N/A), Special Conditions of Contract (N/A), Legislation, Definitions, Specifications, Pricing Schedule, Tender Form, Drawings (N/A), Data Sheets and Annexures thereto.

2. SUBMISSION OF TENDERS

Tenders must be made out on the Tender Form annexed hereto. Service Providers are advised that this document must be completed by being hand written or typed and submitted in its entirety. Failure to comply with this condition shall result in the tender being disqualified.

Service Providers using Courier Companies or any other mode of transport to deliver their tender documents must ensure that the tender documents are delivered to the Tender Box located at the Msunduzi Municipality's Central Stores, 2 Abattoir Road (off Kershaw Street), Pietermaritzburg, 3201, before the close of tenders. The Council shall not be held liable for any tender document which is not timeously delivered, mislaid or incorrectly delivered due to the negligence of the Courier Company or any other party involved in the delivery of the tender documents, including any employee of the Council.

Sealed tenders endorsed with the appropriate Contract Number and Contract Title must reach the Msunduzi Municipality's Central Stores, 2 Abattoir Road (off Kershaw Street), Pietermaritzburg, 3201, not later than the closing date and time stated in the public advertisement inviting tenders, when they will be opened in public. Tenders shall remain valid for four (4) calendar months from the date of opening, except for the initial five (5) working days grace period after the close of tenders within which period a Service Provider may be permitted to withdraw its tender subject to an application with good and sufficient reasons being submitted in writing to obtain approval of such withdrawal, at the sole discretion of the Head: Supply Chain Management.

All literature submitted must be securely attached to the tender. The Council shall not be held liable for any loss or damages sustained due to the Service Provider's failure to comply with this condition.

In the case of a Service Provider withdrawing its tender after the expiry of the grace period, the Council may refuse to receive or consider, for such period as it may think fit, any further tenders from that Service Provider.

3. COMMUNICATION WITH MEMBERS OF THE COUNCIL OR COUNCIL EMPLOYEES

Without detracting from any prevailing law, no Service Provider shall offer, promise or give any person or persons connected with the adjudication, or awarding of the tender, any gratuity, bonus, discount or consideration of any kind in connection with the obtaining of a contract. Nor shall any Service Provider communicate with any member of the Council or a Council employee on a question affecting the awarding of a contract which is the subject of a tender, during the period between the closing date of tenders and the date of notification of the successful Service Provider; provided always that the Head: Supply Chain Management may, in exceptional circumstances, obtain additional information from a Service Provider to enable her to formulate her recommendation to Council.

Any attempt to contravene this condition, which is brought to the notice of the Head: Supply Chain Management shall result in the disqualification of the Service Provider.

Prospective Service Providers are further advised that s118 of the Municipal Finance Management Act prohibits the interference, by any person, with the Supply Chain Management system of the Municipality and the amendment of or tampering with any tender, quotation, contract or tender after its submission.

4. IMPORT PERMITS

The Council will not undertake to secure any import permits or currency for the import of any goods or materials required for the execution of this contract. The Service Provider must apply directly for any import permits or currency needed. However, the Council will furnish the successful Service Provider with a supporting statement, if required.

5. REGISTRATION WITH THE CENTRAL SUPPLIER DATABASE (CSD)

The National Treasury's Central Supplier Database (CSD) has been open for registration from 01 September 2015. The CSD serves as one single source of supplier information to all spheres of government. Within this system, suppliers are required to register once when they do business with the state. This will significantly reduce the administrative burden for businesses, especially small and medium sized enterprises. The database interfaces with the South African Revenue Service (SARS), the Companies and Intellectual Property Commission (CIPC) and the payroll system. It will electronically verify a supplier's tax status and enable public sector officials doing business with the state to be identified.

All prospective suppliers can register any time on the CSD website www.csd.gov.za Prospective suppliers may also visit the Provincial Treasury Database office situated at Treasury House, Ground Floor, 145 Chief Albert Luthuli Road, Pietermaritzburg, from 08h00 to 15h00, Mondays to Fridays, for any assistance with on-line registration on CSD.

For further information or enquiries, please contact 033 – 897 4516 / 033 – 897 4212 / 033 – 897 4624 / 033 – 897 4535 / 033 – 897 4676 / 033 – 897 4509 or Toll-Free at 0800 201 049 during office hours or via e-mail at database@kzntreasury.gov.za.

With effect from 01 July 2016, the Msunduzi Municipality will not award any tender to a supplier not registered as a prospective supplier on the CSD. Negotiations for the tender award will only be concluded with the qualify Service Provider(s) who is/are registered on the CSD on or after 01 April 2016.

In order for Council to verify your Company's registration with CSD, Service Providers are required to furnish the following information for verification purposes:

CSD Supplier Number	
Unique Registration Reference Number	

6. TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of tender that the taxes of the successful Service Provider must be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the Service Provider's tax obligations.

Service Providers shall be required to submit, together with the tender document, a valid Tax Clearance Certificate and a Tax Compliance Status Verification Pin issued by SARS. Failure to submit a valid Tax Clearance Certificate and a Tax Compliance Status Verification Pin, the Council reserves the right to verify the same on National Treasury's Central Supplier's Database.

Should the Tax status becomes non-compliant prior to the final award of the contract being made, the Council reserves the right to request the Service Provider to rectify their tax matters.

In this instance, the Service Provider shall be given seven (7) working days written notice in which to comply. Should the Service Provider fail to comply with this request, the Council further reserves the right to make no award to the Service Provider and the Council shall not be held liable for any loss or damages sustained by the Service Provider.

7. **RATES**

The prices, rates or percentages quoted in the proposal shall be deemed to include all costs, including but not limited to materials, plant, labour, patent rights and royalties, freight, insurance, customs, railage, delivery, etc, unless the Service Provider states otherwise in the proposal.

- **"Price"** means an amount of money tendered for goods or services and includes all applicable taxes less unconditional discounts.
- **Section 64(1) of the VAT Act states:** Any price charged by a vendor for a taxable supply is deemed to include VAT, whether or not explicitly stated. Thus, even if bidder B's invoice does not explicitly include VAT, the price is considered VAT inclusive.
- **NB:** when submitting this tender bidders are advised that regardless of the VAT status of being a VAT or non VAT vendor the price must include VAT
- Further to the above the price shall be deemed to be VAT inclusive regardless of whether the bidder is the VAT vendor or not.

8. **INCOMPLETE TENDERING**

Tenders may be rejected if they show any additional, conditional or incomplete offers or irregularities of any kind in either the Tender Form or the Pricing Schedule.

Partial awards *may* be made where this is perceived by the Head: Supply Chain Management or the Bid Evaluation Committee. Council reserves the right to take into account the principle of the distribution of works in order to empower SMME's and or Local Suppliers.

Should there be any difference or discrepancy between the prices and particulars contained in the Tender Form and those contained in any covering letter or pricing schedule submitted by the Service Provider, the prices and particulars contained in the Tender Form shall prevail.

9. **ACCEPTANCE OF ANY TENDER**

9.1 The Council does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender.

9.2 The procedure/s which shall be followed with the acceptance of a tender are as follows:

9.2.1 Where in the tender document, Service Providers are required to submit Works Insurance, Sureties, Public Liability Insurance or any other provisional criteria, a letter of Provisional Acceptance will be sent to the successful Service Provider/s stipulating which amount or rate/s have been accepted and the requirements for the final award.

9.2.2 In this instance, the Service Provider/s shall be required to satisfy the requirements of the Provisional Letter of Acceptance within fourteen (14) days from date of issue of the Provisional Letter of Acceptance.

- 9.2.3 Should the Service Provider/s, fails to comply with the requirements of such provisional acceptance within the period specified in same or any variation thereto, and the Council elects not to confirm the provisional acceptance of the tender on that ground, the Council may refuse to receive or consider for such period as it may think fit, any further tenders from that/those Service Provider(s).
 - 9.2.4 Once the requirements of the Provisional Letter of Acceptance have been satisfied, a Final Letter of Acceptance will be sent by the Head: Supply Chain Management to the successful Service Provider/s
 - 9.2.5 Prior to the undertaking of any works, the successful Service Provider/s shall be required to enter into a Service Level Agreement (SLA) with the Council to address any post award qualification requirements as per the tender document.
 - 9.2.6 Once the SLA has been concluded, the Tender, Provisional Letter of Acceptance, the Final Letter of Acceptance and the SLA, shall constitute a binding agreement between the Service Provider/s and the Council.
 - 9.2.7 Should the Service Provider/s fail to enter into a contract when called upon to do so, then the Council may refuse to receive or consider for such period as it may think fit, any further tenders from that/those Service Provider/s.
- 9.3 Where no Insurances, Sureties or any other provisional criteria are required, a Final Letter of Acceptance stipulating which rate/s has been accepted will be sent by the Head: Supply Chain Management to the successful Service Provider/s notifying the Service Provider/s of Council's intent to make an award of the contract.
 - 9.4 Prior to the undertaking of any works, the successful Service Provider/s shall be required to enter into a Service Level Agreement (SLA) with the Council to address any post award qualification requirements as per the tender document.
 - 9.5 Once the SLA has been concluded, the Tender, the Final Letter of Acceptance and the SLA, shall constitute a binding agreement between the Service Provider/s and the Council.
 - 9.6 Should the Service Provider/s fail to enter into a contract when called upon to do so, then the Council may refuse to receive or consider for such period as it may think fit, any further tenders from that/those Service Provider/s.

Unless otherwise stipulated in the covering letter submitted with the tender, the Service Provider shall have waived, renounced and abandoned any conditions printed or written upon any stationery used for the purpose of, or in connection with, the submission of the tender which are in conflict with the Council's Conditions of Tender and the Standard Conditions of Contract. The Service Provider is warned that any material divergence from the official conditions or specification may render the tender liable to disqualification.

10. DOMICILIUM CITANDI ET EXECUTANDI

For the purpose of the service of all documents and the giving of notice as may be required in terms of this contract, or as a result of any action arising in conjunction with it, the Council chooses City Hall, 169 Chief Albert Luthuli Street (formerly Commercial Road), Pietermaritzburg as its *domicilium citandi et executandi*.

The Service Provider's *domicilium citandi et executandi* shall be whatever street address is given in the Tender Form attached hereto. Either party may, at any time, give one (1) month notice, in writing, of a change of its *domicilium citandi et executandi* provided that such address shall be within the Republic of South Africa.

11. DATA SHEETS

11.1 Service Providers should complete, in full, all the Data Sheets attached to this document. These include, but are not limited to, the following:

- Declaration of Interest (MBD 4);
- Authority to Sign Document;
- Pricing Schedule (MBD 3.1 / 3.2 / 3.3 as applicable);
- Declaration of Bidder's Past Head: Supply Chain Management Practices (MBD 8);
- Certificate of Independent Bid Determination (MBD 9); and
- Any other applicable Data Sheets or forms contained within the tender documentation.

Where Data Sheets and/or any other documentation are required to be commissioned, such documents must be duly stamped and signed by a Commissioner of Oaths, where applicable. Failure to complete and submit the required documentation in its entirety may result in the disqualification of the bid and render the offer non-responsive.

11.2 Completion of Tender Form

It is a compulsory requirement that the Tender Form be fully completed and signed by an authorised representative of the bidder. Failure to comply with this provision will render the bid unresponsive (invalid) and such bids will not be considered for adjudication.

12. PROHIBITION ON AWARDS TO PERSONS IN THE SERVICE OF THE STATE

The Head: Supply Chain Management Municipal Regulations read in conjunction with Msunduzi Head: Supply Chain Management policy states that the Council may not make any award to a person:

- (a) Who is in the service of the state;
- (b) If that person is not a natural person, of which and director, manager, principal shareholder or stakeholder is a person in the service of the state; or
- (c) Who is an advisor or consultant contracted with the municipality or municipal entity.

13. MUNICIPAL FEES

All Service Providers are to sign the Declaration herein declaring that their Municipal Fees are in order, or that proper arrangements have been made with the Council. Service Providers must include the relevant account numbers in the declaration.

14. APPEALS AND/OR OBJECTIONS

Any Service Provider aggrieved by decisions or actions taken by the Municipality must lodge within fourteen (14) calendar days of the date of the decision or action, a written objection or complaint to the Municipal Manager / Supply Chain Management. The appeal must be submitted in writing with the grounds of appeal within the stipulated fourteen (14) days. No appeal/objection will be entertained should the afore-mentioned condition not be adhered to, and the Municipality shall not be held liable for any loss or damages sustained by the Service Provider due to the Service Provider's failure to adhere to the above condition.

15. PREFERENCE POINTS CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

Service Providers claiming preference points shall be required to complete Annexure "B" hereto in its entirety and to fully comply with the General Conditions, Definitions and Directives stated therein.

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, 2022, Preference Points must be awarded for Specific Goals stated in the tender.

Service Providers are required to submit proof or documentation required in terms of this tender to claim points for Specific Goals. Failure to do so shall result in no Preference Points being awarded to the Service Provider and the Council shall not be held liable for any loss or damages in this regard.

16. JOINT VENTURE AGREEMENTS AND CONSORTIUMS

Service Providers intending to tender in the form of Joint Ventures/Consortiums **should submit** the following documentation together with the tender:

- (1) Tax Compliance Status Verification Pins issued by SARS of all parties of the Joint Venture/Consortium.
- (2) CSD Reports of all parties of the Joint Venture/Consortium.
- (3) Signed copies of:
 - (a) The Declaration of Interest Form,
 - (b) The Declaration of Bidder's Past Supply Chain Management Practices Form, and
 - (c) The Certificate of Independent Bid Determination Form.
- (4) An undertaking duly signed by all parties of the Joint Venture/Consortium indicating their intention to enter into an agreement for the purposes of this contract.

Further to the above, the name of the Joint Venture/Consortium should appear on the relevant pages of the document.

17. ADJUDICATION CRITERIA

The tender shall be evaluated on a Two Stage Evaluation System – Stage One: Functionality and Stage Two: 80/20 Point System in accordance with the Msunduzi Municipality's Supply Chain Management Policy (incorporating Preferential Procurement) as prescribed in terms of the Preferential Procurement Regulations 2022, pertaining to the Preferential Procurement Policy Framework Act, Act No. 5 of 2000, including Chapter 4 of the Public Procurement Act, Act No. 28 of 2024.

18. COMBATIVE TENDERING

The Supply Chain Management Regulations states that Combative tendering practices are unethical and illegal. These include but are not limited to:

- (i) Suggestions to fictitious lower quotations,
- (ii) Reference to non-existent competition,
- (iii) Exploiting errors in tenders,
- (iv) Soliciting tenders from Service Providers whose names appear on the list of restricted Service Providers/Suppliers/Persons, and
- (v) Submission of two tenders by a Service Provider.

Any attempt by a Service Provider to contravene this condition which is brought to the notice of the Municipal Manager or the Head: Supply Chain Management shall result in the disqualification of the tender. The Council further reserves the right to take any other action as it may deem necessary.

19. ALTERATIONS BY TENDERER

If a tenderer wishes to submit alternative proposals for consideration or wishes to change the Conditions of Contract, Specifications, Quantities or Drawings, or to qualify the tender in any way, such changes and/or proposals are to be listed in Annexure "A" hereto, failing which the tender will be deemed to be unqualified.

It must be clearly understood that the Council will be under no obligation to accept any such qualification.

THE MSUNDUZI MUNICIPALITY

LEGISLATION

1.0 GENERAL

1.1 Contractors will be deemed by virtue of submitting a tender to have undertaken to be aware of and comply fully for all purposes under this contract with all current legislation and related regulations. The following Acts, as amended from time to time, are listed for the attention of the Contractor, without prejudice and without in any way relieving the Contractor of the obligation to continuously comply with all the laws of South Africa for the entire duration of this contract, the cost of so doing being expressly included in the contract sum. It is the sole duty of the Contractor to ensure that it acquaints itself and complies with all applicable legislation. **The Council shall not be liable in any way whatsoever for any errors or omissions in the legislation listed herein.**

2.0 THE OCCUPATIONAL, HEALTH AND SAFETY ACT (ACT 85 OF 1993) (OHS ACT)

2.1 The OHS Act covers inter alia "any work in connection with –

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of an addition to a building;
- b) the installation, erection or dismantling of machinery;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, railway, street, runway, sewer or water reticulation system or work on any similar project;
- d) the moving of earth, clearing of land or making of an excavation or work on any similar project." (General Administrative Regulations Clause 1).

It is recorded that the subject of this contract falls within the scope of the foregoing work definition, and that the Employer in terms of this contract is the Mandator and that the Contractor is the Mandatory in terms of the OHS Act.

2.2 The OHS Act covers *inter alia* "any work in connection with -

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of an addition to a building;
- b) the installation, erection or dismantling of machinery;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, railway, street, runway, sewer or water reticulation system or work on any similar project; and
- d) the moving of earth, clearing of land or making of an excavation or work on any similar project." (General Administrative Regulations Clause 1).

It is recorded that the subject of this contract falls within the scope of the foregoing work definition, and that the Employer in terms of this contract is the Mandator and that the Contractor is the Mandatory in terms of the OHS Act.

2.3 The arrangements and procedures to ensure compliance by the Mandatory with the provisions of the OHS Act referred to in the Agreement, between the Employer and the Contractor in this contract are:

- 2.3.1 The Mandatory shall keep a record of all incidents in terms of Clause 10 (1) of the General Administration Regulations (GAR).
- 2.3.2 The Mandatory shall cause every incident to be investigated in terms of Clause 10 (2) of the GAR.

- 2.3.3 The Mandatory shall cause all such records to be examined by a Safety Committee in terms of Clause 10 (3) of the GAR.
- 2.3.4 The Mandatory shall on demand furnish the divisional inspector with such returns as may be required in terms of Clause 14 of the GAR.
- 2.3.5 The Mandatory shall charge a full-time employee designated in writing by the Mandatory with the duty of supervising the performance of the work (or the Mandatory may personally undertake this duty) in terms of Clause 11 of the General Safety Regulations.
- 2.3.6 The Mandatory shall, before commencing or carrying out the work, inform the divisional inspector in writing of: -
- a) the address of the premises on which such work will be carried out;
 - b) the nature of such work;
 - c) the date on which it is expected that such work will be commenced; and
 - d) the date on which it is expected that such work will be completed.
- all in terms of Clause 15c of the GAR
- 2.3.7 The Mandatory shall comply with all other aspects of the OHS Act relative to the nature of the works and shall scrupulously observe and execute any instruction given by an official inspector with reference thereto.

3.0 THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (ACT 130 of 1993) (COID ACT)

- 3.1 Contractors are required to register as employers in terms of the COID Act.
- 3.2 Contractors must pay the assessments due in terms of the COID Act relative to their employee records including all sub-contractors and community based labour.
- 3.3 In this specific contract the Contractor further acknowledges that the Employer shall have the right, without prejudice, to deduct any shortfall in compensation due to any employee of the Contractor (or sub-contractor) from monies due or which may become due to the Contractor, and so effect settlement of the matter.

4.0 THE LABOUR RELATIONS ACT (ACT 66 of 1995) (LR ACT)

- 4.1 Contractors are required to register as employers in terms of the LR Act.
- 4.2 Contractors are required to pay all employee and employer contributions to the Unemployment Benefits Fund, other than in respect of casual employees defined as persons who work for less than eight hours in any one week, or in respect of persons who by virtue of lawful reasons are exempt therefrom.

5.0 THE BASIC CONDITIONS OF EMPLOYMENT ACT (ACT 3 of 1983) (BCE ACT)

- 5.1 Contractors in their capacity as employers are required to comply with the provisions of the BCE Act with special reference to their employees' terms and conditions of employment.

6.0 THE INCOME TAX ACT (ACT 58 of 1962)

- 6.1 Contractors in their capacity both as business enterprises and employers are obliged to register and comply with the requirements of the Receiver of Revenue.

7.0 THE VALUE ADDED TAX ACT (ACT 89 of 1991)

7.1 Contractors in their capacity as business enterprises are required, if their annual turnover exceeds or is expected to exceed R150 000 by the end of February each year, to register as VAT vendors with the Receiver of Revenue for the purpose of paying, recovering, charging and returning VAT to the State via the Receiver of Revenue.

7.2 It is recorded that the Employer in this contract is registered as a VAT vendor.

8.0 THE ENGINEERING PROFESSION ACT OF SOUTH AFRICA (ACT 114 of 1990)

8.1 Where work undertaken in connection with this contract falls within the meaning of "*kinds of work reserved for professional engineers*" as fully set out in the Engineering Profession Act of South Africa 1990, or any amendments thereof, only persons registered in terms of the above Act, may assume full responsibility, according to competency under the Act, for the respective sections and phases of such work, as described in the Act, particularly in regard to design, supervision of construction and installation, and commission where applicable.

8.2 The Service Provider shall submit a certificate with the tender certifying compliance with all these requirements in connection with the preparation and submission of the tender and shall give an undertaking to comply in full during the contract period. Where applicable the Service Provider shall submit at the time of tendering the name(s), qualifications and address(es) of the Professional Engineer(s) responsible for the various disciplines and portions of the work comprising this contract.

9.0 GENERAL CONDITIONS OF THE CONTRACT

The General Conditions of Contract will form part of this bid documents and may not be amended.

10.0 NON-COMPLIANCE

10.1 The Employer in this contract will not under any circumstances be, or become party to, any act or omission by the Contractor and/or the Contractor's Sub-contractors and/or employees, which contravenes South African law.

10.2 Notwithstanding anything to the contrary in this tender document, and in addition to any other remedies the Council may have, if at any time during this contract, the Council discovers any contravention of the laws expressly mentioned herein or any other applicable law, then the Council shall have the right to cancel this contract forthwith. In such event, the Council shall not be liable for any loss or damages caused by such cancellation.

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 39 OF 25/26

**SUPPLY, INSTALLATION AND MAINTENANCE OF A CLOUD-HOSTED PRIVATE AUTOMATED
BRANCH EXCHANGE (PABX) TELEPHONY SERVICES FOR MSUNDUZI MUNICIPALITY**

DEFINITIONS

The following definitions apply:

"Council/Municipality" means The Msunduzi Municipality.

"Director: Supply Chain Management" means the Head: Supply Chain Management of the day of the Msunduzi Municipality or the Manager's duly appointed Representative.

"Service Provider/Contractor" means the Person, Firm, Service Provider or Company whose tender has been accepted by the Msunduzi Municipality and includes the Service Provider's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Council, any assignee of the Service Provider.

"Special Conditions" means any addition to or departure from or amendment of these Standard Conditions as set out in Annexure "A" hereof.

"Drawings" means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.

"Contract Document" means the Conditions of Tender, Scope of Contract, Terms of Reference, these Definitions, Special Conditions (if any), Equipment Specifications, Rates, Percentages and Prices, Tender Form and Annexures thereto. Any amendments to the contract document agreed to by the Council and the Service Provider, Provisional Letter of Acceptance and the Letter of Final Acceptance.

"Goods" means the equipment, plant, vehicles, service or materials to be supplied in accordance with the Contract.

"The Tender" means the written offer made by the Service Provider to the Council.

"Preferential Procurement Policy" means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).

"SARS" means the South African Revenue Services.

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 39 OF 25/26

**SUPPLY, INSTALLATION AND MAINTENANCE OF A CLOUD-HOSTED PRIVATE AUTOMATED
BRANCH EXCHANGE (PABX) TELEPHONY SERVICES FOR MSUNDUZI MUNICIPALITY**

SPECIFICATION

1.0 SCOPE OF WORKS

This scope of this contract is a Cloud Hosted PABX digital phone system (VoIP) that is underpinned by an integrated ICT Network that enables the Msunduzi Municipality to make calls over the internet, across all outlined business sites, inclusive of Data Centre.

Preference will be given to Bidders that propose a single OEM architectural design, inclusive of network infrastructure that ensures seamless integration and functionality of all configurable network equipment.

The Bidders are expected to:

- 1.1 Supply, install, upgrade, and configure new hardware components as per Bidders proposed Hosted PABX Solution as per OEM specifications.
- 1.2 Perform ongoing maintenance and proactive monitoring of the Hosted PABX and Telephony infrastructure to ensure optimal uptime and system resilience.
- 1.3 Deliver comprehensive support and technical expertise for the Bidders proposed Hosted PABX solution.
- 1.4 Renew and manage Proposed Hosted PABX solution enterprise license software and backups.
- 1.5 Establish, operate, and maintain a 24/7/365 Service Desk capable of delivering high-performance issue resolution and support services.
- 1.6 Facilitate the implementation of disaster recovery plans and provide related testing and documentation.
- 1.7 Conduct a structured and measurable skills transfer program, including certification-focused training for internal municipal IT staff.
- 1.8 Propose and implement innovations and enhancements throughout the contract term.
- 1.9 Provide change management documentation and maintain a configuration management database (CMDB).
- 1.10 Regularly review, assess and optimize the infrastructure to meet future scalability, performance, and compliance requirements.
- 1.11 Provide PABX and Telephony Architectural diagram and update it as when required.
- 1.12 Describe how high availability will be achieved and any additional functionality that the solution can offer.

Table 1.

ITEM	DESCRIPTION
1.	Hosted PABX capacity to handle up to 3000 fixed landlines, 1 000 mobile devices and 1 000 extensions
2.	Extended Solution for all our Sites
3.	Uncapped voice plan for all offices
4.	Three Range Telephony handsets solution with the following three (3) options: 1. Once off Purchase or 2. 36 months' rent to own or 3. 36 months lease agreement
5.	High-Range Telephone Handset Specification - Cost per Item, Including the software license.
6.	Mid-Range Specification Telephone Handset - Cost per Item, Including the software license.
7.	Low-Range Specification Telephone handset - Cost per Item, Including the software license
8.	Teams Conference Handset Specification – Cost per Solution Including the software license
9.	Call Centre/Switchboard Telephone Handset Specification - Cost per Item, Including the software license.

NB: Msunduzi Municipality reserves the right to implementation prioritization, which mostly will be influenced by budget limitation factors of the Municipality and other existing contractual arrangements.

3.0 PROJECT CHAMPION

For any technical related enquiries relating to the Specifications herein, Service Providers must contact the following Project Champion:

Name and Surname: Sibusiso E Ndlela
Contact number: 033 392 2293
Email: Sibusiso.ndlela@msunduzi.gov.za
Business Unit: Corporate Services – ICT

4.0 DETAIL SPECIFICATION

4.1 Msunduzi Municipality therefore invites suitably qualified and experienced service providers to submit comprehensive proposals for the provision of end-to-end support, maintenance, supply, and lifecycle management of a Cloud Hosted PABX and telephony infrastructure as well as software platforms that ensure business continuity, data protection, and digital efficiency. The appointed service provider will work collaboratively with the Municipality's internal ICT team to improve performance, reduce downtime, ensure security compliance, and support the institution's digital transformation objectives.

The objective is to minimize service interruptions, optimize system availability, and ensure that Msunduzi Municipality's digital services remain responsive and resilient. Bidders must demonstrate technical and operational excellence in handling complex, mission-critical environments.

In addition to the above, Msunduzi Municipality requires a technology partner with the required set of skills and certifications to provide an end-to-end managed service for a period of (36) thirty-six months.

- 4.1.1 Describe how their proposed solution, including the brand and technical aspects, caters for all the requirements, taking into consideration the prescribed Minimum Technical **Specifications stated herein**.
- 4.1.2 Describe the functionality of the Telephony Management System taking into consideration the minimum **technical requirements stated herein**.
- 4.1.3 All hardware and software requirements for the solution must also be explained in detail.

4.2 PABX MINIMUM SPECIFICATION REQUIREMENTS

- 4.2.1 ICASA Governance / Compliance, in terms of Spoofing
- 4.2.2 Provide free VoIP Calls
- 4.2.3 PABX must be hosted in Data Centers located in major towns within South Africa (i.e. JHB, CT, Durban), preferable Durban
- 4.2.4 The platform must offer redundancy
- 4.1.5 Equipment offers must be from reputable brands e.g. Polycom/SNOM/Yealink, Cisco/Huawei or equivalent to enable local support contacts
- 4.2.6 Three rank Offerings from Basic, Mid-Range, High End Equipment
- 4.2.7 Offering on Boardroom devices
- 4.2.8 24/7/365 Support
- 4.2.9 Voice-recording features
- 4.2.10 TMS Features
- 4.2.11 Allow for BYOD (Bring Your Own Device) devices
- 4.2.12 LAN readiness service once off service to needy extensions
- 4.2.13 Provision of a hosted PABX solution for all end-users located at the service provider hosting center.
- 4.2.14 The Data Centre must be connected to the hosted PABX via Fibre and must include a Failover. Please provide options for a failover solution
- 4.2.15 Each site/office must have a direct connection and dedicated VLAN to the hosted PABX to ensure quality of service for voice calls
- 4.2.16 The existing telephone lines must be ported to the new service provider.
- 4.2.17 An uncapped voice service must be provided for each site on own network (i.e. local, national and South African mobile calls will be at no cost). Only international calls will incur the appropriate cost
- 4.2.18 A hosted voice recorder is required for Emergency services, Call Centers where they required and for several designated extensions
- 4.2.19 A softphone application must be provided for all End-users that require mobility when away from the office (using the departmental cell phones, provided for in another project)
- 4.2.20 Outgoing calls from this device should be made for business purposes using uncapped VoIP provided by the hosted PABX service
- 4.2.21 A self-care administration portal must be made available to manage telephone End-users and PABX functions if required
- 4.2.22 PABX is to provide typical business-grade functionality and should at minimum provide the following features:
 - 4.2.22.1 Ad hoc call recording
 - 4.2.22.2 Ad hoc video conferencing
 - 4.2.22.3 Announced transfer
 - 4.2.22.4 Auto (Day/Night) services

4.2.22.5	Automated attendants
4.2.22.6	Bespoke MoH (Music on Hold)
4.2.22.7	BLF's (Busy lamp fields)
4.2.22.8	Blind transfer
4.2.22.9	Call barring
4.2.22.10	Call pick up groups
4.2.22.11	Call forking / mobile twinning
4.2.22.12	Call recording
4.2.22.13	Call waiting
4.2.22.14	Incoming CLI (Caller Line Identification) call screening
4.2.22.15	CDR's (Call Data Records)
4.2.22.16	Common address book
4.2.22.17	Dial by name
4.2.22.18	Distinctive ring
4.2.22.19	Divert all calls
4.2.22.20	Divert on Busy
4.2.22.21	Divert on No Answer
4.2.22.22	DND (Do not disturb)
4.2.22.23	Voicemail to Email
4.2.22.24	Group voicemail to e-mail
4.2.22.25	Hunt groups / overflow groups
4.2.22.26	Inbound DDI's (Direct Dialing Inward).
4.2.22.27	Service assurance: fault and performance management (Include event management, event normalization, root-cause analysis, service-impact analysis, and more)
4.2.22.28	Voice and video: employees can communicate with sophisticated voice services based on VoIP, collaborate with video calling and conference capabilities, all delivered from the cloud
4.2.22.29	Voicemail and integrated messaging: deliver voicemail and integrated messaging from an IP phone, mobile phone, or desktop.
4.2.22.30	Integrated Messaging (IM) and presence: find people quickly, click to begin an IM session, place a phone call.
4.2.22.31	Mobility: give End-users one number to dial, redirect incoming IP calls, move calls between desktop and mobile, and use conferencing and directories from a End-user's mobile device.
4.2.22.32	Web conferencing: manage meetings and projects over the web in real time to present, share, or collaborate from anywhere, anytime, and on any device.
4.2.22.33	Intercom ring / paging
4.2.22.34	Multiple voicemail greetings
4.2.22.35	Outbound CLI (Caller Line Identification)
4.2.22.36	PIN code dialing
4.2.22.37	Auto provisioning
4.2.22.38	Remote voicemail retrieval
4.2.22.39	Speed dials
4.2.22.40	Time of day call routing
4.2.22.41	Transfer to voicemail
4.2.22.42	Web end-user admin interface, and
4.2.22.43	Web end-user Interface

4.3 **ADDITIONAL CALL CENTRE AND SWITCHBOARD REQUIREMENTS**

4.3.1 **Web-Based Interface (No Hard Phones):**

- (a) Agents must operate via a browser or desktop softphone.

4.3.2 **Interactive Voice Response (IVR):**

- a) Self-service menus for common queries (e.g. “Press 1 for water, 2 for electricity, account queries”).
- b) Intelligent call routing to appropriate agents (active agents – based on login etc.)
- c) Must provide automated responses to common queries to improve first call resolution and deflect basic queries.

4.3.3 **Call Management:**

- a) Call waiting and call forwarding
- b) Call recording with secure storage and retrieval options.
- c) Post-call customer satisfaction surveys (via IVR or SMS)
- d) Call queuing with estimated wait time announcements.

4.3.4 **Agent Monitoring & Performance:**

- a) Real-time dashboards: Active calls, wait times, abandonment, service levels.
- b) Ability to track agent login/logout times, breaks, and call handling times.
- c) Customizable alerts/warnings (e.g., pop-ups for long calls, excessive idle time, or SLA breaches).
- d) Live dashboards with metrics for supervisors.

4.3.5 **Additional Feature**

- a) Ability to cater for increased call volumes during peak periods.
- b) Secure integration with municipal systems (CRM/complaints logging).
- c) Mobile/remote agent compatibility.
- d) Capability to push recorded or live messages (e.g., public notices, emergency alerts) to callers or queues.
- e) Self-service admin portal for prompt uploads, and user/department configuration — without vendor intervention.
Ability to update messages quickly during crises/outages

4.3.6 **Interactive Switchboard**

- a) Recorded greetings and prompts, easily updatable.
- b) Routing to departments (e.g., “Press 1 for Waste Dept., 2 for Revenue”) with time-based routing for off-hours.
- c) Directory lookup for extensions or roles.
- d) Hold & Announcements:
- e) Customizable Music on Hold per department or queue.
- f) Ability to play recorded announcements in-queue or as pre-call info.

4.4 **ENTRY LEVEL TELEPHONE MINIMUM SPECIFICATION**

4.4.1 **Audio Features**

- a) HD voice: HD handset, HD speaker

- b) Hearing aid compatible (HAC) handset, magnet handset
- c) Noise Proof Technology
- d) Audio codec: SILK, Opus, G.722, G.722.1, G.722.1C, G.711 (A/μ), G.723, G.726, G.729AB, iLBC
- e) Full-duplex hands-free speakerphone with AEC, VAD, CNG, AEC, PLC, AJB, AGC

4.4.2. **Phone Features**

- a) Call controls
- b) Call hold/Call mute/Call transfer/Call forward
- c) Visual voicemail
- d) Synchronized call logs
- e) Meeting call controls: (Mute/unmute/hold/resume/ Hang up/Add/remove participant/Join Teams meetings
- f) Phone lock/unlock
- g) Emergency calls
- h) Hot desking
- i) Accessibility
- j) Screensaver, Power saving
- k) Common Area Phone (CAP)
- l) Teams & SIP Hybrid mode (Teams version only)

4.4.3. **Display and Indicator**

- a) LCD screen:
- b) Capacitive touch screen
- c) Stand
- d) multi-touch surface
- e) multi-language user interface
- f) keyboard
- g) LED for call and message waiting indication
- h) Dedicated Teams button
- i) Presence integration

4.4.4. **Interface**

- a) Dual-port Gigabit Ethernet
- b) Power over Ethernet (IEEE 802.3af), class 3
- c) 1 x USB Type A port
- d) USB headsets
- e) Bluetooth headset (Only with Dongle)
- f) Wi-Fi (Only with Dongle)
- g) 1 x Security lock port
- h) 1 x RJ9 (4P4C) handset port
- i) 1 x RJ9 (4P4C) headset port

4.4.5. **Management**

- a) Configuration: Browser/Phone/Auto Provisioning and Device Management Platform
- b) Provisioning priority management
- c) Auto Provisioning via Activation Code
- d) Redirection and Provisioning Service (RPS)
- e) QoE (Monitoring Reports)
- f) Reset to factory, reboot
- g) Package tracing export, system log

- h) Screenshot via URL
- i) Supports Microsoft Device Management Platform
- j) Supports Device Management Platform
- k) Supports Unify Square Device Management Platform

4.4.6 **Network and Security**

- a) IPv4/IPv6
- b) IP Assignment: Static/DHCP
- c) Proxy mode
- d) HTTP/HTTPS web server
- e) Time and date synchronization using SNTP
- f) Transport Layer Security (TLS)
- g) HTTPS certificate manager
- h) Digest authentication using MD5/MD5-sess
- i) IEEE802.1X

4.4.7 **Other Physical Features**

- a) External AC adapter: AC 100~240V input and DC 5V/2A output
- b) USB output currency: 5V 500mA
- c) Power consumption (PSU): 1.7w~5.3w
- d) Power consumption (PoE): 2.3W~6.8W
- e) Dimension (W*D*H*T): 223mm*159mm*127mm*36mm
- f) Operating humidity: 10~95%
- g) Operating temperature: -10~50°C (+14~122°F)

4.5 **MID-RANGE TELEPHONE SPECIFICATION**

4.5.1 **Audio Features**

- a) HD voice: HD handset, HD speaker
- b) Hearing aid compatible (HAC) handset, magnet handset
- c) Noise Proof Technology
- d) Full-duplex hands-free speakerphone with AEC

4.5.2 **Call Handling Features**

- a) Incoming/Outgoing P2P call
- b) Cloud PSTN call
- c) Call hold/Call mute/Call transfer/Call forward
- d) Group SimRing
- e) Synchronized call logs
- f) Visual voicemail

4.5.3 **Conference Features**

- a) Exchange calendar integration
- b) Meeting call controls (Mute/unmute, hold/resume, hang up, add/remove participant)
- c) Meeting details
- d) Schedule Teams meetings
- e) Join Teams/Zoom meetings

4.5.4 **Presence and Contacts**

- a) Presence integration, presence status control (available, busy, DND, be right back, off work, away, reset status)
- b) Set status message
- c) Corporate directory access
- d) Contact picture integration

4.5.5. **Phone Features**

- a) Sign in with user credentials
- b) Sign in via website
- c) Dark theme
- d) Time display
- e) Phone lock/unlock
- f) Emergency calls
- g) Hot desking
- h) Accessibility
- i) Screensaver
- j) Power saving
- h) Dedicated Teams button
- i) Wi-Fi connectivity
- j) Supports Bluetooth headsets
- l) Supports USB headsets

4.5.6 **Display and Indicator**

- a) capacitive touch screen
- b) multi-touch surface
- c) Multilingual user interface
- d) Modern Teams interface, full keyboard
- e) LED for call and message waiting indication Interface
- f) Dual-port Gigabit Ethernet
- g) Power over Ethernet (IEEE 802.3af), class 3
- h) Built-in dual band 2.4G/5G Wi-Fi
- i) Built-in Bluetooth
- j) 1 x USB Type A port
- k) 1 x Security lock port
- l) 1 x RJ9 (4P4C) handset port
- m) 1 x RJ9 (4P4C) headset port

4.5.7 **Management**

- a) Configuration: Browser/Phone/Auto Provisioning and Device Management Platform
- b) Provisioning priority management
- c) Auto Provisioning via Activation Code
- d) Redirection and Provisioning Service (RPS)
- e) QoE (Monitoring Reports)
- f) Reset to factory, reboot
- g) Package tracing export, system log
- h) Screenshot via URL
- i) Supports Microsoft Device Management Platform
- j) Provision for Device Management Platform
- k) Supports Unify Square Device Management Platform

4.5.8 **Network and Security**

- a) IPv4/IPv6
- b) IP Assignment: Static/DHCP
- c) HTTP/HTTPS web server
- d) Time and date synchronization using SNTP
- e) Transport Layer Security (TLS)
- f) HTTPS certificate manager
- g) Digest authentication using MD5/MD5-sess
- h) IEEE802.1X

4.5.9 **Other Physical Features**

- a) External AC adapter: AC 100~240V input and DC 5V/2A output
- b) USB output currency: 5V 500mA
- c) Power consumption (PSU): 1.5W-4.5W
- d) Power consumption (PoE): 2.3W-6.0W
- e) Operating humidity: 10~95%
- f) Operating temperature: -10~50°C (+14~122°F)

4.6 **HIGH-END TELEPHONE SPECIFICATION**

4.6.1 **Audio Features**

- a) HD voice: HD handset, HD speaker
- b) Hearing aid compatible (HAC) handset, magnet handset
- c) Noise Proof Technology
- d) Full-duplex hands-free speakerphone with AEC, VAD, CNG, AEC, PLC, AJB, AGC

4.6.2 **Call Handling Features**

- a) Incoming/Outgoing P2P call
- b) Cloud PSTN call
- c) Call hold/Call mute/Call transfer/Call forward
- d) Group SimRing
- e) Synchronized call logs
- f) Visual voicemail

4.6.3 **Conference Features**

- a) Exchange calendar integration
- b) Meeting call controls (Mute/unmute, hold/resume, hang up, add/remove participant)
- c) Meeting details
- d) Schedule Teams meetings
- e) Join Teams/Zoom meetings

4.6.4 **Presence and Contacts**

- a) Presence integration, presence status control: available, busy, DND, be right back, off work, away, reset status
- b) Set status message
- c) Corporate directory access
- d) Contact picture integration

4.6.5 **Phone Features**

- a) Sign in with user credentials
- b) Sign in via website
- c) Time display
- d) Phone lock/unlock
- e) Emergency calls
- f) Hot Desking
- g) Accessibility
- i) Screensaver
- k) Power saving 5.10Dedicated Teams button
- l) Wi-Fi connectivity
- m) Supports Bluetooth headsets
- n) Supports USB headsets

4.6.6 **Display and Indicator**

- a) Capacitive touch screen
- b) Multi-touch surface
- c) Multilingual user interface
- d) Modern Teams interface, full keyboard
- e) LED for call and message waiting indication

4.6.7 **Interface**

- a) Dual-port Gigabit Ethernet
- b) Power over Ethernet (IEEE 802.3af), class 3
- c) Built-in dual band 2.4G/5G Wi-Fi
- d) Built-in Bluetooth
- e) 1 x USB Type A port
- f) 1 x Security lock port
- g) 1 x RJ9 (4P4C) handset port
- h) 1 x RJ9 (4P4C) headset port

4.6.8 **Management**

- a) Configuration: Browser/Phone/Auto Provisioning and Device Management Platform
- b) Provisioning priority management
- c) Auto Provisioning via Activation Code
- d) Redirection and Provisioning Service (RPS)
- e) QoE (Monitoring Reports)
- f) Reset to factory, reboot
- g) Package tracing export, system log
- h) Screenshot via URL
- i) Supports Microsoft Device Management Platform
- j) Supports Device Management Platform)
- l) Supports Unify Square Device Management Platform

4.6.9 **Network and Security**

- a) IPv4/IPv6
- b) IP Assignment: Static/DHCP
- c) HTTP/HTTPS web server
- d) Time and date synchronization using SNTP
- e) Transport Layer Security (TLS)

- f) HTTPS certificate manager
- g) Digest authentication using MD5/MD5-sess
- h) IEEE802.1X

4.6.10. **Other Physical Features**

- a) External AC adapter:
- b) AC 100~240V input and DC 5V/2A output
- c) USB output currency: 5V 500mA
- d) Power consumption (PSU): 1.5W-4.5W
- e) Power consumption (PoE): 2.3W-6.0W
- f) Operating humidity: 1 0~95%
- g) Operating temperature: -10~50°C (+14~122°F)

4.7 **TEAMS CONFERENCE HANDSET FOR BOARDROOM**

4.7.1 **Audio Features**

- a) Optimal HD audio
- b) Audio codec: G722, G722.1C, G726, G.729, G.729A, G723, iLBC, Opus, PCMU (G.711A), PCMA (G.711μ), SILK
- c) Minimum of (6-meter) microphone pickup range
- d) Apply to the medium to large conference room
- e) Built-in 12-microphone array, 360-degree voice pickup
- f) Built-in 1-microphone array, decrease noise
- g) Minimum 5w speaker
- h) Full-duplex speakerphone with AEC
- i) Echo cancellation tail length is up to 320ms
- j) Background noise suppression

4.7.2. **Call Handling Features**

- a) P2P call
- b) Cloud PSTN call
- c) Call hold/Call mute/Call transfer/Call forward
- d) Group SimRing
- e) Block calls without caller ID

4.7.3. **Conference Features**

- a) One-Click Join
- b) Add a Participant to the existing meeting
- c) Conference Mute/Unmute participants
- d) Display Meeting Info
- e) Calendar access to my meetings
- f) Show acceptance status per participant
- g) Schedule Teams meeting

4.7.4 **Presence and Contacts**

- a) Presence status synchronizes with the client,
- b) Presence status control
- c) Corporate Directory Access
- d) Show contact picture
- e) Call history: placed/received/missed
- f) Synchronized call logs

4.7.5 **Phone Features**

- a) Single sign-in
- b) Visual voicemail
- c) Change VM playback speed
- d) Phone lock
- e) Screensaver
- f) Power Saving

4.7.6 **Display and Indicator**

- a) Capacitive touch screen
- b) Volume key
- c) Home button
- d) Multilingual user interface
- e) Modern Teams interface, Full keyboard
- f) Presence status control: available, busy, DND, be right back, off work, away

4.7.7 **Interface**

- a) 1 x RJ45 10/100M Ethernet port
- b) Power over Ethernet (IEEE 802.3af), class 4
- c) Built-in dual band Wi-Fi
- d) Built-in Bluetooth 4.2
- e) 1 x USB 2.0 Type-A device port
- f) 1 x USB 2.0 Type-C device port
- g) 1 x Security slot

4.7.8 **Management**

- a) Configuration: browser/phone/Auto provisioning and Device Management Platform
- b) Provisioning priority management
- c) Auto Provisioning via Activation Code
- d) Redirection and Provisioning Service (RPS)
- e) QoE (Monitoring Reports)
- f) Reset to factory, reboot
- g) Package tracing export, system log
- h) Screenshot via URL
- i) View license status
- j) Supports Microsoft Device Management Platform
- k) Supports Device Management Platform
- l) Supports Unify Square Device Management Platform

4.7.9 **Network and Security**

- a) SIP v1 (RFC2543), v2 (RFC3261)
- b) IPv4/IPv6
- c) IP Assignment: Static/DHCP
- d) HTTP/HTTPS web server
- e) Time and date synchronization using SNTP
- f) SRTP for voice, Transport Layer Security (TLS1.3)
- g) HTTPS certificate manager
- h) IEEE802.1X

4.7.10. **Other Physical Features**

- a) External PoE adapter (optional)
- b) Power consumption (PoE): 7.3W-20W
- c) Operating humidity: 10-90%
- d) Storage temperature: -10-40°C (+14~104°F)

4.8 **SERVICE DESK REQUIREMENTS**

The Msunduzi Municipality requires the potential service provider to have a Service Desk facility that will be responsible for the following:

- a) Call logging: 24x7x365 call logging.
- b) IT Service management: Actively managing the lifecycle of each call and ensuring the system and relevant ICT staff are well informed on the progress of each incident.
- c) Request for service: Managing requests from ICT staff and ensuring the relevant escalations and approvals for the request are carried out.
- d) Reporting and Trend Analysis: provide comprehensive custom reporting on call and trend analysis
- e) Service Level Agreement Reports: Monthly SLA Performance meeting

4.9 **SERVICE REQUIREMENTS**

The Msunduzi Municipality requires the following services.

- a) Dedicated On-site during official office hours, 07:30 to 16:30 to Friday, excluding public Holidays.
- b) After Hour Standby and Support on a 24/7/365 basis.
- c) 24x7x365 Helpdesk.
- d) Comprehensive Monthly SLA reporting on services offered.

4.10 **CURRENT ENVIRONMENT**

4.10.1 **Local Area Network (LAN): Network Technology**

Table 2

Item	Details to Capture	Comments
Core Switches	Cisco Catalyst 6807-XL and 9401R	2
Access Switches	Cisco Catalyst 2960-Plus 24PC-S, and 9200	140
Firewalls	Sophos	4
Access Points	Cisco AP's	67
Routers	Catalyst 37xx Stack	10
Servers	Win Server 2016, 2019, 2022	140
Desktops	HP Desktop	1200
Laptops	HP Laptops	580
LAN Speeds	Bandwidth usage, Latency	100 Mbps and 1024 Gbps
SD - WAN	Bandwidth usage, Latency, Failover	10Mbps all sites, 20 Mbps for landfilled
Wireless	Coverage %, Signal strength	

Firewall Rules	Allowed/Blocked apps, Rule age	Sophos Firewall
VLAN Segmentation	VLAN IDs, Purpose	
Patch Updates	Devices with outdated firmware/OS	Patch Manager
VPN Access	Users, Authentication method	Sopshos Connect
Endpoint Protection	Antivirus status on desktops/laptops	Trillix
Redundancy	Core, Firewall, ISP failover	Sophos Firewall
Fibre Backup Links	Status	Dedicted Primary Line, Secondary line
SD- WAN Backup Links	Status	ASC Dedicted SD-WAN Line, Mkodneni SD-WAN Secondary line
UPS & Power	Runtime capacity, Battery health	ASC Productions
Policy Alignment	Municipal ICT Security Policy	
Standards	ISO 27001, ITIL, POPIA	
Internet bandwidth: Fibre	Bandwidth usage	300mbps ASC primary, and Mkondeni DR Site
Internet bandwidth: SD_WAN	Bandwidth usage	150Mbps ASC Prmary, and 150Mbps Mkondeni
TCP/IP Details	Class C Subnet	255.255.255.0 (/24)

4.10.2 On Premises PABX, Telephony and Licenses

Table 3

ITEM 1	
Alcatel PABX	
Alcatel OmniPCX enterprise PABX	
VSA RAMpage	
Amethyst Voice Recording	
ITEM 2	
IP Phones Model	
ALE – 300 Corded handsets = 42	Alcatel 4620 = 8
ALE – 400 Corded handsets = 1	Alcatel 4620 = 8
Alcatel 4019 = 1	Alcatel 4038 = 47
Alcatel 4020 = 4	Alcatel 4028 = 196
Alcatel 4029 = 3	Alcatel 4018 = 213
Alcatel 4039 = 7	Alcatel 4068 = 61
Alcatel 8039 = 7	Alcatel 8028 = 104
Alcatel 4004 1	Alcatel 8038 = 10
Alcatel 4022 = 239	Alcatel SP2502
Alcatel 4035 = 3	Alcatel 8068 = 176
Alcatel 4037 = 42	Alcatel 4620 = 8
ITEM 3	
Licenses	
ABC Network service software license - Main Site	
IP Premium license - 1 user	

OmniPCX Enterprise High Availability – 1 Business Telephony user license	
Amethyst Voice Recording	
IP Desktop Softphone Premium license – Main Site	
IP Softphone 1 Agent software license – Main Site	
OmniPCX Enterprise SPS - Restart 1 year	
OmniTouch CCivr SPS - Restart	
VSA RAMpage – Restart 1year	

4.10.3 Existing Sites

Table 4

No.	BRANCH	SITE DETAILS	NETWORK STATUS
1.	AS CHETTY BUILDING	GPS: -29.599280 30.381093	SD-WAN
2.	EDENDALE EAST	GPS: -30.767649 30.343279	SD-WAN
3.	EDENDALE PROPER	GPS: -29.645381 30.333731	SD-WAN
4.	IMBALI GEVDI	GPS: -29.645378 30.353732	SD-WAN
5.	SOBANTU CASHIERS	GPS: -29.596689 30.419090	SD-WAN
6.	ASHBURTON	GPS: -29.667934 30.447692	SD-WAN
7.	LANDFILL SITE	GPS: -29.610907 30.417541	SD-WAN
8.	VULINDLELA KWAMPUMUZA TRIBAL	GPS: -29.603696 30.284382	NONE
9.	VULINDLELA QANDA ROAD	GPS: -29.684117 30.447962	SD-WAN
10.	ASHDOWN	GPS: -29.639984 30.331959	SD-WAN
11.	OHRTMANN ROAD	GPS: -29.596599 30.405370	SD-WAN
12.	MOUNTAIN RISE CEMETARY	GPS: -29.577219 30.399933	SD-WAN
13.	ORIBI AIRPORT	GPS: -29.642749 30.396004	SD-WAN
14.	PARKS BOOM STREET	GPS: -29.593110 30.380815	SD-WAN
15.	BOMBAY STREET CASHIERS	GPS: -29.567894 30.401504	SD-WAN
16.	PARKS AND RECREATION	GPS: -29.599280 30.381043	SD-WAN
17.	TRAFFIC AND SECURITY	GPS: -29.633715 30.398495	SD-WAN
18.	NORTHDAL LIBRARY	GPS: -29.549584 30.404773	SD-WAN
19.	VULINDLELA KWA MAFUNZE TRIBAL	GPS: -29.684167 30.193278	NONE
20.	FRANCE WHITE HOUSE	GPS: -29.668385 30.377962	NONE
21.	SITA	GPS: -29.60275 30.38255	MSUNDUZI FIBER
22.	TOURISM HUB	GPS: -29.60159 30.38102	MSUNDUZI FIBER
23.	PUBLICITY HOUSE	GPS: -29.60236 30.38026	MSUNDUZI FIBER
24.	TATHAM ART GALLERY	GPS: -29.60206 30.37946	MSUNDUZI FIBER
25.	GALWAY HOUSE	GPS: -29.60155 30.37765	MSUNDUZI FIBER
26.	FLEET	GPS: -29.61130 30.35924	MSUNDUZI FIBER
27.	TRAFFIC & SECURITY	GPS: -29.63716 30.40007	SD-WAN & MSUNDUZI FIBER
28.	BESSIE HEAD LIBRARY	GPS: -29.60061 30.38033	MSUNDUZI FIBER
29.	ALEX PARKS/HARRY GWALA	GPS: -29.61172 30.38141	SD-WAN
30.	UMGENI COURT	GPS: -29.59799 30.37944	SD-WAN
31.	ELECTRICTY	GPS: -29.61164 30.36258	MSUNDUZI FIBER
32.	ORIBI FIRE	GPS: -29.64339 30.39680	MSUNDUZI FIBER

33.	ORIBI AIRPORT	GPS: -29.64306 30.39656	SD-WAN & MSUNDUZI FIBER
34.	BOOM STREET	GPS: -29.59296 30.38085	SD-WAN & MSUNDUZI FIBER
35.	PROFESSOR NYMBEZI	GPS: -29.59746 30.38232	MSUNDUZI FIBER
26.	JEFFERSON COURT	GPS: -29.59854 30.38121	MSUNDUZI FIBER
37.	DOULL ROAD	GPS: -29.61003 30.35953	MSUNDUZI FIBER
38.	CITY HALL	GPS: -29.60091 30.38083	MSUNDUZI FIBER
39.	MARKET ROAD	GPS: -29.63926 30.41187	MSUNDUZI FIBER
40.	TAYLORS	GPS: -29.684117 30.447962	SD-WAN & MSUNDUZI FIBER

5.0 **CONTRACT PERIOD**

The contract period shall be thirty (36) Months from the date of award.

6.0 **PLACE OF DELIVERY AND DELIVERY PERIOD**

The goods are to be delivered to the Information, Communications and Technology Unit, 2nd Floor, A S Chetty, 333 Church Street, Pietermaritzburg, within 14 days from date of receiving an official Purchase Order. (ATT Senior Manager Information Communication Technology).

Service Providers to note that the Supplier bears the entire cost of any delivery.

7.0 **TENDER BRIEFING MEETING**

A **compulsory Tender Briefing Meeting** will be held at **10h00 on Thursday, 12 February 2026**, in Auditorium No. 1, 1st Floor, Bessie Head Library, 260 Church Street, Pietermaritzburg, 3201. An official will chair the meeting and answer queries raised by prospective Tenderers. Any amendment to the tender documentation arising from such answers will be circulated in terms of the meeting's attendance register.

No tender will be accepted from any Tenderer who do not attend the above meeting.

8.0 **PENALTIES**

All materials shall be delivered within one week of the date of order unless otherwise stipulated in an accepted offer. Failure to comply with the above, penalties in the amount of ***R500.00 per calendar day including VAT*** shall be imposed. The Municipality reserves the right to deduct such costs from any monies due to the Contractor, or which may become due to the Contractor.

9.0 **COMPLIANCE WITH ANY LEGISLATION, BYLAWS, ETC.**

Compliance with the following Legislation and Regulations is required:

- 9.1 OHS Act No, 85 of 1993
- 9.2 MSCOA Compliance
- 9.3 MFMA Act No, 56 of 2003
- 9.4 PFMA Act No, 1 of 1999
- 9.5 ECT Act No, 25 of 2002
- 9.6 SAP Compliance

10.0 GUARANTEE/WARRANTY/DEFECTS LIABILITY PERIOD

The 12 Months guarantee on workmanship from the date of project completion.

11.0 DRAWINGS

All Bidders to provide any drawings/ diagrams for their proposed solution.

12.0 INSPECTION OF CONTRACTOR’S PREMISES

Not Applicable

13.0 ESCALATION

Price to remain firm for the period of the first 12 months and after subject to escalation in accordance with CPI for maintenance and support, and Rate of Exchange (Roe) for hardware, software and licenses, or Original Equipment Manufacturer (OEM) Annual increase. Note that only one equipment annual escalation at a time will be considered for the period of this contract. ie Roe or OEM

14.0 MAINTENANCE PERIOD

The service provider must provide support and maintenance for a period of 36 months, from the date of the award.

15.0 MANDATORY REQUIREMENTS

All equipment supplied must be OEM Certified, NO generic equipment may be supplied. And accreditation certificates must be on the letterhead and signed:

Table 5

Item No:	Criteria	Verification Method	Y/N	Initial
1.	OEM accreditation for software	Valid OEM confirmation letter or certificate		
2.	OEM reseller accreditation for all equipment PABX and telephones.	Valid OEM confirmation letter or certificates		
3.	ICASA ECNS (Individual Electronic Communications Network Services)	Valid IECNS licence		
4.	ICASA ECS Licence (Commercial Electronic Communications Services)	Valid CECS licence		
5.	ISO ISO/IEC 27001 information security management systems.	Valid ISMS Certificate		

NB: Failure to meet any of these requirements will result in a bidder considered nonresponsive.

16.0 EVALUATION CRITERIA

The 80/20 Preference Point System shall apply in accordance with the Public Procurement Act No 28 of 2024, Chapter 4 of Preferential Procurement with 80 Points for Price and 20 Points for specific goals.

17.0 FUNCTIONALITY

17.1 The municipality reserves the right to verify the validity of the information submitted.

17.2 The bidders that qualify with respect to the criteria for functionality will be called for demonstration of their proposed solution.

17.3 Bidders who obtain less than the minimum threshold of 50 points out of 60 points will be declared non-responsive and will be eliminated from further evaluation.

Table 5

Item No.	Category	Points Allocation	Max Points Allocated	Verification Method
1.	Project Methodology	<p>Comprehensive Project methodology should cover not limited to the following:</p> <ol style="list-style-type: none"> 1. Installation and Configuration of a hosted PABX. 2. Project Team and Qualifications. 3. Linking of telephone, Computer and Cell Phone. 4. Staff Training/Skills Transfer. 5. Support and Maintenance. 6. Describe how high availability will be achieved 	20	<p>Bidders must submit a comprehensive project methodology to be allocated points:</p> <p>The Project methodology should cover not limited to the following:</p> <ol style="list-style-type: none"> a) Installation and Configuration of a hosted PABX. 7. Project Team and Qualifications. 8. Linking of telephone, Computer and Cell Phone. 9. Staff Training/Skills Transfer. 10. Support and Maintenance. 11. Describe how high availability will be achieved <p>Non-compliance with any of the above-mentioned criteria = 0 points will be allocated</p>
2.	Project Plan	<p><u>GANTT CHART</u></p> <ol style="list-style-type: none"> 1. Period of supply and delivery 2. Period of Installation and Configuration 3. Period of Integration 4. Period of commissioning 5. Period of maintenance and 	20	<p>A detailed project plan (GANTT chart) that responds to the proposed solution. The GANTT Chart must include the list of activities to successfully complete the proposed implementation of the IP PBX solution incl the following:</p> <ol style="list-style-type: none"> 1. Period of supply and delivery

		support		<p>2. Period of Installation and Configuration</p> <p>3. Period of Integration</p> <p>4. Period of commissioning</p> <p>5. Period of maintenance and support</p> <p>Non-compliance with any of the above-mentioned criteria = 0 points</p>
3.	Company Experience	Five (5) or more similar projects conducted by the company in past 5 years.	20	<p>Bidders to provide the following proof of experience in the past 5 years to obtain points. Projects completion certificate or sign off should include project description, Scope of Work and the duration of a project. Project that will be considered are for companies with 500 End users and more.</p> <p>1. Provide each undertaken project Sign off</p> <p>2. Provide each undertaken Project Completion Certificate.</p> <p>3. Reference letters should consist of the following: Organizations' letterhead, Description of the contract; time frame of the project; performance evaluation of the service provider (performance evaluation was satisfactory, was the project completed on time); contact details of the respective referee; letters should be signed.</p>
		Three (3) to Four (4) similar projects conducted by the company in past 5 years.	10	
		One (1) to Three (3) similar projects conducted by the company in past 5 years.	5	
		Three (3) to Four (4) reference letters confirming provision of Cloud PABX Hosting services	10	
		One (1) to (2) reference letters confirming provision of Cloud PABX Hosting services	5	
Total Points Allocated			60	
Minimum Threshold			50 Points	

18.0 SPECIFIC GOALS

Table 6

ITEM	CRITERIA	BASIS OF POINTS ALLOCATION	CLAIMABLE POINTS	VERIFICATION DOCUMENT (Signed references with contact details)
1.	Black Owned Enterprise (BOE)	Black Owned Enterprise (BOE)" in this context refers to a "black-owned enterprise" with at least 51% South African black ownership and/or more than 51% management control by South African black people.	8 Points	Companies and Intellectual Property Commission (CIPC) OR Central Supplier Database (CSD)
2.	Business Enterprises owned by Women	A woman-owned business that is a continuing, independent, for profit business which performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one or more women; or, in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned and controlled by one (1) or more women and whose management and daily business operations are under the control of one (1) or more women.	8 Points	Companies and Intellectual Property Commission (CIPC) OR Central Supplier Database (CSD)
3.	Location of a Business Enterprise	means Business location is defined as a place or structure occupied by a firm or enterprise to run its operations. This includes any structure or establishment used in conducting a business within the Msunduzi Municipality jurisdiction.	4 Points	Utility Bill or Lease agreement document
Total Points Allocated			20 Points	

19.0 Demonstration Of Proposed Solution

- 19.1 Bidders will be required to present a solution demonstration as per below **Table 7**.
- 19.2 Bidders who obtain less than 150 points will be declared non- responsive and will be eliminated from further evaluation in terms Price.
- 19.3 The Bidders solution demonstration will be measured according to the above-mentioned table by ICT Business Unit and Bid Evaluation Committee.
- 29.4 The bidder's failure to demonstrate a solution will be declared non-responsive and a bidder will be eliminated from further evaluation.

Table 7.

No.	A “Partially Comply” statement, non- response, or response without detail will be seen as “non-Compliant”.	Maximum Points	Demonstration presentation
1. Cloud Hosted PABX Solution			
1.1	The bidder must provide Cloud Based PABX Solution.	3	
1.2	The bidder must provide integration: Session Boarder Controller (SBC) IP PABX with Microsoft 365 E3 Teams (within INSETA Microsoft 365 tenant environment)		
1.3	Telephone instruments (compatible to Microsoft Team):		
1.4	Digital switchboard and console , including (but not limited to) minimum features: Touch screen, multiple intelligent programmable keys, 3x wireless headset, real - time intercom, front desk usage by reception team.	2	
1.5	Conference phones		
	Conference phone (to be used in boardrooms)	2	
1.6	Minimum of 3 x IP Desk phones – Entry Level, Mid - Range and High end Range		
	Features: Make and receive voice calls, track incoming and outgoing calls, store them in call history,	2	
	Receive, listen to and store voicemails, manage a contact list and sync it between devices	2	
1.7	Minimum of five (3) x Wireless Headsets		
	Features:		
	Monaural wear it on left or right side for total comfort	2	
	Noise cancelling microphones reduces background noise	2	
1.8	Provide architectural solutions for should there be failure.		
	Architectural Cloud Based diagram	2	
	Indicate Bandwidth of the solution	2	
1.9	Session Initiation Protocol (SIP) Trunk Technology or latest technologies		
1.10	Unified Communication Solution Management and Reporting Requirements:		
	Administrative tool	2	
	Reporting	2	
1.11	Provide a number range portability		
1.12	CTI (Computer Telephony Integration) or simply computer telephony Application Programming Interface (API)		
1.13	Smart Access Service, Hunting numbers		
1.14	Must view and manage the routing of service numbers		
1.15	Must view and manage divert call groups		
1.16	Must be able to configure alternate destinations		
1.14	Must access and admin online in most internet browsers.		

1.15	Must be able to book ad-hoc hunting numbers.	2	
1.16	Must be able to find contacts, make voice calls.	2	
SUB TOTAL		45	
2. Telephone Management System			
2.1	Bidder/s solution must indicate and specify the TMS deployment model (Cloud) and make available standard TMS facilities. Bidder must demonstrate		
	TMS reporting capabilities:		
2.1.1	Reporting Frequency (daily, weekly or monthly – as and when required), Highest Calls by Cost or per user, per department, per division, universal (organisations)	10	
2.1.2	Outgoing calls volumes per trunk	2	
2.1.3	Call Type reports (cellular, local, national, international)	2	
2.1.4	Alarm notifications (call cost limit notification)	2	
2.1.5	Frequently dialed numbers	2	
2.2	Cost control per extension. – notifications (email format)	2	
2.3	The system must apply discounts on Least Cost Routing trunks. (Bidder must provide latest tariff report)	10	
2.4	Access to the system administration application must be web based.	5	
2.5	The TMS must be able to show Business and Private calls.	5	
2.6	Must be possible to create a database for blacklist and whitelist (Call screening)	5	
SUB TOTAL		45	
3. Least Cost Routing			
3.1	Reconciliation capability: Pre- programming that is able to report: Fair and transparent reporting: Actual costs, bidder/ Margin	5	
3.2	Supply Least Cost Routing equipment to INSETA (as part of the solution).	5	
3.3	Obtain approval from telecommunication service providers for the appropriate bandwidth test.	5	
3.4	Monthly electronic Reporting is required for the following (including but not limited to): Note: LCR reporting must integrate with TMS Number dialed	5	
3.4.1	Network/Global Systems for Mobile Communications (GSM) provider	5	
3.4.2	Call Total Costs	5	
3.4.3	Date of the Call	5	
3.4.4	Time of the Call	5	
3.4.5	The total savings	5	
3.4.6	Demonstrate (table reflecting correlated data on cost savings from different service providers) inherent savings compared to fixed line calls cost	5	
3.5	No inter-network transfer calls costs	5	

3.6	Bidder's solution must monitor the overflow of other service providers and provide enough trunks to deal with potential overflow based on bidders' solution (minimum thirty concurrent calls).	5	
SUB TOTAL		60	
TOTAL		150	
Evaluation Area	Functional Criteria	Max. Points	
Virtual Solution Demo	The bidder must demonstrate a working solution based on bidder's proposal: 1. IP PBX Solution and integration into collaboration system = 45 points 2. LCR Reporting = 60 points 3. TMS Reporting = 45 points Non-compliance with any of the above = 0 point	150	
TOTAL POINTS		150	

19.0 **ANY OTHER IMPORTANT INFORMATION**

- 19.1 In the event that the detailed specification is discontinued, ICT will consider the most recent developments in the manufacturer's specification and standardize from that point forward in consultation with Supply Chain Management (contract Management). It is important to acknowledge that the ICT industry undergoes frequent changes to introduce new cutting-edge sophistication and development that improve the industry. The new commodities that were not included in the original tender will not be included in this.
- 19.2 Msunduzi Municipality will enter into a 36-month Service Level Agreement (SLA) with a successful Bidder/Service Provider before the delivery of any services.
- 19.3 Reference letters should consist of the following: Organizations' letterhead, Description of the contract; time frame of the project; performance evaluation of the service provider (was it satisfactory, was the project completed on time); contact details of the respective referee; letters should be stamped and signed.
- 19.4 The Municipality needs to fully understand the requirements for the proposed solution. Specify all hardware required for your solution. Kindly provide a diagram of your proposed solution.

NB: the municipality reserves the right to verify the validity of the information submitted.

20.0 **ASSIGNMENT AND SUBLETTING**

Neither the Service Providers nor the Council shall assign or cede the contract or any part thereof or any benefit or interest therein or thereunder without the written consent of the other. The Service Providers shall not sub-let the whole or any part of this contract without the written consent of the Engineer and such consent, if given, shall not relieve the Service Providers from any liability or obligation under the contract.

21.0 **COUNCIL'S LIABILITY AND INDEMNITY**

- 21.1 Service Providers hereby indemnifies the Council and its employees and agents against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of the execution of this contract.

21.2 The Council shall not be held liable to Service Providers for any direct or indirect damages or losses and the Council shall be indemnified and held free against claims arising out of:

21.2.1 any negligent or innocent misrepresentations made by the Council, its employees or agents in respect of any data, information and statistics supplied to Service Providers prior to or during the contract; provided that this condition shall not deprive the Contractor of any payments lawfully due to the Service Providers in terms of the contract, and

21.2.2 a change in a legislative provision applicable to the contract.

22.0 SEQUESTRATION OR SURRENDER OF SERVICE PROVIDERS'S ESTATE

In the event of an order being made for sequestration of the Service Provider's estate, whether provisional or final, or in the event of an application being made for such order, or in the event of the Service Providers making application for the surrender of the Service Provider's estate, or if the Service Providers shall enter into, make or execute any deed of assignment or other composition or arrangement with, or assignment for the benefit of the Service Provider's creditors, or purport to do so, or if the Service Providers, being a Company, shall pass a resolution, or if the Court shall make an order for the liquidation of such company, the Council shall have the right, summarily and without recourse to law, to terminate the contract without payment of any compensation to the Service Providers, and without prejudice to the right of the Council to sue the Service Providers for any damages sustained by it in consequence of one or the other of the afore-mentioned events.

23.0 SECRECY OF INFORMATION

Subject to the provisions of the Promotion of Access to Information Act, the information revealed in this tender document is to be classified as confidential. Accordingly, the Engineer reserves the right to request references and generally examine bona fides and available facilities of any Company of Firm wanting to participate in this contract.

24.0 LAW TO APPLY

The contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise between the Council and the Service Providers in regard to the contract shall be settled in the Republic of South Africa.

25.0 PATENT RIGHTS

The Service Providers shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trade marks or other protected rights, and shall hold the Council indemnified and harmless against any claims for loss or damage to (including legal expenses) arising therefrom.

26.0 CONTRACT TO BE IN CONFORMITY WITH BY-LAWS AND ANY OTHER APPLICABLE LAWS

The contract shall be carried out subject to and in conformity with any law, regulation or By-law which is of application thereto and shall be conditional upon any necessary consent required by law being obtained.

MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 39 OF 25/26

**SUPPLY, INSTALLATION AND MAINTENANCE OF A CLOUD-HOSTED PRIVATE AUTOMATED
BRANCH EXCHANGE (PABX) TELEPHONY SERVICES FOR MSUNDUZI MUNICIPALITY**

PRICE SCHEDULE

Item No.	Description	Qty	Once Off Purchase	(36 Months) Lease Per Month	(36 Months) Rent To Own Per Month
1	Hosted PABX - capacity to handle up to 3000 fixed landlines, 1 000 mobile devices and 1 000 extensions	1	R	R	R
2	High-Range SIP Telephone Handset - Cost per Item, Including the software license.	1	R	R	R
3	Mid-Range SIP Telephone Handset - Cost per Item, Including the software license.	1	R	R	R
4	Low-Range SIP Telephone handset - Cost per Item, Including the software license.	1	R	R	R
5	Teams Conference Telephone handset kit - Cost per Solution Including software license.	1	R	R	R
6	Call Centre/Switchboard SIP Telephone Handset - Cost per Item, Including the software license.	1	R	R	R
TOTAL EXCL VAT			R	R	R
TOTAL INCL VAT CARRIED TO TENDER FORM			R	R	R

NB: Msunduzi Municipality reserves the right to implementation prioritization, which mostly will be influenced by budget limitation factors of the Municipality and other existing contractual arrangements.

Name of Tenderer:

Full Name of Signatory:

Capacity of Signatory:

Signature:Date:

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 39 OF 25/26

**SUPPLY, INSTALLATION AND MAINTENANCE OF A CLOUD-HOSTED PRIVATE AUTOMATED
BRANCH EXCHANGE (PABX) TELEPHONY SERVICES FOR MSUNDUZI MUNICIPALITY**

DATA SHEET 1: INVITATION TO BID DOCUMENT

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MSUNDUZI MUNICIPALITY					
BID NUMBER:	SCM 39 OF 25/26	CLOSING DATE:	04 MARCH 2026	CLOSING TIME:	12H00
DESCRIPTION	<u>SUPPLY, INSTALLATION AND MAINTENANCE OF A CLOUD-HOSTED PRIVATE AUTOMATED BRANCH EXCHANGE (PABX) TELEPHONY SERVICES FOR MSUNDUZI MUNICIPALITY</u>				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM					

TENDER DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX AT:

THE MSUNDUZI MUNICIPALITY'S CENTRAL STORES					
2 ABATTOIR ROAD (OFF KERSHAW STREET)					
PIETERMARITZBURG					
3201					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:				
CSD REGISTRATION No:	MAAA				

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS / SERVICES / WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE INCL. VAT	
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM UNIT	DEPARTMENT	ICT Business Unit
CONTACT PERSON	VINESH GOVENDER	CONTACT PERSON	Sibusiso E Ndlela
TELEPHONE NUMBER	033 – 392 2027	TELEPHONE NUMBER	033 – 392 2293
CELL No.		CELL No.	NIL
E-MAIL ADDRESS	SEE BELOW	E-MAIL ADDRESS	SEE BELOW
vinesh.govender@msunduzi.gov.za		Sibusiso.ndlela@msunduzi.gov.za	

PART B

1. BID SUBMISSION:	
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED).</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>	
2. TAX COMPLIANCE REQUIREMENTS	
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<p>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 ABOVE.</p>	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 39 OF 25/26

**SUPPLY, INSTALLATION AND MAINTENANCE OF A CLOUD-HOSTED PRIVATE AUTOMATED
BRANCH EXCHANGE (PABX) TELEPHONY SERVICES FOR MSUNDUZI MUNICIPALITY**

DATA SHEET 2: AUTHORITY TO SIGN DOCUMENT

I/We*, the undersigned, am/are* duly authorised to sign the tender document on behalf of

.....

by virtue of the Articles of Association/Resolution of the Board of Directors*, of which a certified copy is attached, or

Full Name of Signatory:

Capacity of Signatory:

Signature:

Date:

Witnesses:

(1) Full Name:

Signature:Date.....

(2) Full Name:

Signature:Date.....

* ***Delete whichever is inapplicable or complete as indicated if none are applicable.***

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 39 OF 25/26

**SUPPLY, INSTALLATION AND MAINTENANCE OF A CLOUD-HOSTED PRIVATE AUTOMATED
BRANCH EXCHANGE (PABX) TELEPHONY SERVICES FOR MSUNDUZI MUNICIPALITY**

DATA SHEET 3: DECLARATION OF MUNICIPAL FEES

I/We do hereby declare that the Municipal Fees of *(Full Name of Tenderer)*:

Is/are, as at the date of the tender closing, fully paid up, or arrangements have been concluded with the Municipality to pay the said Fees:

<u>DESCRIPTION</u>	<u>ACCOUNT No.</u>
Electricity	_____
Water	_____
Rates	_____

NB: Attach a copy of the current Utility Bill.

I/We acknowledge that should it be found that the Municipal Fees are not up to date, the Council may take such remedial action as it required, including termination of contract, and any income due to the Contractor shall be utilised to offset any monies due to the Council.

NB: If the Service Providers is leasing the premises, a copy of the Lease Agreement must be submitted for adjudication purposes.

Full Name of Signatory.....

Capacity of Signatory.....

I.D. Number.....

Duly authorised to sign on behalf of.....

.....

Physical Address.....

.....

.....

Signature Date

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 39 OF 25/26

**SUPPLY, INSTALLATION AND MAINTENANCE OF A CLOUD-HOSTED PRIVATE AUTOMATED
BRANCH EXCHANGE (PABX) TELEPHONY SERVICES FOR MSUNDUZI MUNICIPALITY**

DATA SHEET 4: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her representative:

.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee shareholder²):

.....

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.

.....

¹MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of 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);

(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.
"Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars
.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and/or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars
.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders, or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars
.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars
.....

4. Full details of Directors / Trustees / Members / Shareholders.

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, THE UNDERSIGNED, (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 39 OF 25/26

**SUPPLY, INSTALLATION AND MAINTENANCE OF A CLOUD-HOSTED PRIVATE AUTOMATED
BRANCH EXCHANGE (PABX) TELEPHONY SERVICES FOR MSUNDUZI MUNICIPALITY**

DATA SHEET 5: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN

MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the Head: Supply Chain Management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's Head: Supply Chain Management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 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? (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 <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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 of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED, (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 39 OF 25/26

**SUPPLY, INSTALLATION AND MAINTENANCE OF A CLOUD-HOSTED PRIVATE AUTOMATED
BRANCH EXCHANGE (PABX) TELEPHONY SERVICES FOR MSUNDUZI MUNICIPALITY**

DATA SHEET 6: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ 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 *per se* prohibited meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a Head: Supply Chain Management policy must provide measures for the combating of abuse of the Head: Supply Chain Management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the Head: Supply Chain Management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD 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 (MBD 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.

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 Municipality / Municipal Entity)

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 consortium³ 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

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 39 OF 25/26

**SUPPLY, INSTALLATION AND MAINTENANCE OF A CLOUD-HOSTED PRIVATE AUTOMATED
BRANCH EXCHANGE (PABX) TELEPHONY SERVICES FOR MSUNDUZI MUNICIPALITY**

**DATA SHEET 7: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
(ALL APPLICABLE TAXES INCLUDED)**

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

* Delete if not applicable

1. Are you by law required to prepare annual financial statements for auditing?

***YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....
.....

2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other Service Providers in respect of which payment is overdue for more than 30 days?

***YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other Service Providers in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....
.....

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

***YES / NO**

3.1 If yes, furnish particulars

.....
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

***YES / NO**

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED, (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 39 OF 25/26

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BRANCH EXCHANGE (PABX) TELEPHONY SERVICES FOR MSUNDUZI MUNICIPALITY
PLANS TO EXECUTE COMMUNITY BASED TOURISM PROGRAMMES**

DATA SHEET 10 - SITE INSPECTION/TENDER BRIEFING CERTIFICATE

As required by the General Conditions of Contract, I/we attended the Tender Briefing Meeting on the date specified below.

I/We carefully examined the contract documents, and have made myself/ourselves fully conversant with all the circumstances likely to influence the cost of the Works.

I/We further certify that I am/we are satisfied with the description of the Works and the explanation given by or on behalf of the Engineer's Representative at the meeting, and that I/we understand perfectly the work to be done, as specified and implied, in the execution of the contract.

SITE INSPECTION/TENDER BRIEFING CERTIFICATE
(To be completed by the Tenderer prior to the meeting)

NAME OF COMPANY: _____

PHYSICAL ADDRESS: _____

This will certify that _____ (Name)

Representing _____ (Firm)

visited the site of the Works and/or attended the tender briefing meeting for this contract on

_____ day _____ Month _____ Year

SIGNATURE OF TENDERER: _____

SIGNED: _____ DATE: _____

for Municipal Representative

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 39 OF 25/26

**SUPPLY, INSTALLATION AND MAINTENANCE OF A CLOUD-HOSTED PRIVATE AUTOMATED
BRANCH EXCHANGE (PABX) TELEPHONY SERVICES FOR MSUNDUZI MUNICIPALITY**

TENDER FORM

The Municipal Manager
City Hall
PIETERMARITZBURG
3201

Dear Sir,

Having examined the Conditions of Tender, Specifications, Tender and Legislation of the above contract, I/we offer to supply and deliver the whole of the said Works in conformity with the Conditions of Tender, Specifications, Tender and Legislation, save as amended by any modifications as set out in Annexure "A" herein at the tendered sums stated below:

Description	Once Off Purchase	(36 Months) Lease Per Month	(36 Months) Rent To Own Per Month
TOTAL INCL VAT CARRIED TO TENDER FORM	R	R	R

I/We are registered VAT vendors. I/We agree to undertake the works within the time frames as stated in this contract document.

I/We certify that I/we have satisfied myself/ourselves that the particulars inserted on all required Affidavits (if applicable) are complete and correct.

I/We confirm that I am/we are fully acquainted with the current South African laws and regulations applicable to this contract including inter alia those laws to which my/our attention has been drawn in the Legislation section of this document.

I/We are registered VAT vendors and my/our VAT vendor registration number is:

I/We are formally associated by written agreement with the following firms, corporations or companies:

(Enter Nil if no affiliations)

I/We are fully paid-up members in good standing of the following organisation(s):

(Enter Nil if no affiliations)

I/We bank at the _____

Branch of _____

Where I/we have a _____ account.

My/Our Tender Deposit receipt number as issued by the Council is _____
(Include a copy of the Tender Deposit Receipt if purchased at the Msunduzi Municipality)

It is agreed and understood that should there be any changes on the banking details provided for the entity, a duly signed resolution by all its directors and minutes whereby a resolution for changing the banking details was passed will be submitted to Council including the original letter from the bank confirming the details.

It is agreed and understood that this tender is valid for four (4) months from the date hereof and that it, together with your final letter of acceptance, shall constitute a binding Contract between us.

I/We understand that the Council is not bound to accept the highest or any tender and acknowledge that the Head: Supply Chain Management may, in her absolute discretion if good and sufficient grounds are brought to her attention in writing within five (5) working days from the date of closing of tenders, decline to consider my/our offer.

I/We the undersigned, warrants that I am/we are duly authorised to do so on behalf of the enterprise, certifies that the enterprise complies with all statutory and municipal requirements and that the information supplied in terms of this documents with additional information is correct and accurate and acknowledges that if the information supplied is found to be incorrect then the Msunduzi Municipality in addition to any remedies, it may have: may

- i Recover from the Enterprise all costs, losses or damages incurred or sustained by the Municipality as result of the award of the contract, and /or
- ii Cancel the contract and claim any damages which the Municipality may suffer by having to make less favourable arrangements after such cancellations, and/or
- iii Impose a penalty on the Enterprise as provided in the Tender Document, and/or
- iv Take any other action as may be deemed necessary.

I/we further undertake to submit documentary proof regarding any tendering issue to the Council when so required.

Full Name of Signatory.....

Capacity of Signatory.....

Identity Number.....

Duly authorised to sign on behalf of.....

Physical Address.....

SIGNATURE..... DATE.....

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 39 OF 25/26

**SUPPLY, INSTALLATION AND MAINTENANCE OF A CLOUD-HOSTED PRIVATE AUTOMATED
BRANCH EXCHANGE (PABX) TELEPHONY SERVICES FOR MSUNDUZI MUNICIPALITY
PLANS TO EXECUTE COMMUNITY BASED TOURISM PROGRAMMES**

ALTERATIONS BY SERVICE PROVIDERS

Should the Tenderer desire to make any departures from or modifications to the Standard Conditions of Contract or Specification, or to qualify his/her tender in any way, he/she shall set out his/her proposals clearly hereunder or, alternatively, state them in a covering letter attached to his/her tender and referred to hereunder, failing which the tender will be deemed to be unqualified.

If no departures or modifications are desired, the Schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	SECTION OR ITEM	PROPOSED DEPARTURE/MODIFICATION

SIGNATURE..... DATE.....

THE MSUNDUZI MUNICIPALITY

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BRANCH EXCHANGE (PABX) TELEPHONY SERVICES FOR MSUNDUZI MUNICIPALITY
PLANS TO EXECUTE COMMUNITY BASED TOURISM PROGRAMMES**

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to 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 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 Preference Point System shall be applicable.

1.3 Points for this bid shall be awarded for:

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

The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS MUST NOT EXCEED	100

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

1.5 The organ of state reserves the right to require of a Service Providers, 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 organ of state.

2. DEFINITIONS

- (a) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (b) **“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;
- (c) **“Functionality”** means the ability of a Service Providers to provide goods or services in accordance with specifications as set out in the tender documents.
- (d) **“highest acceptable tender”** means a tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders;
- (e) **“lowest acceptable tender”** means a tender that complies with all specifications and conditions of tender and that has lowest price compared to other tenders;
- (f) **“price”** means amount of money tendered for good or services, and includes all applicable taxes less all unconditional discounts;
- (g) **“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;
- (h) **“Rand Value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation;
- (i) **“specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (j) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (k) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

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

Where: -

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

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

3.2.1 POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$	or	$P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$

Where: -

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender.

4.2 For the purpose of this tender points will be allocated in accordance with the specific goals as outlined in the Tender Document specification contained herein and must be supported by proof /documentation as stated therein.

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

5. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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5.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%?

ii) The name of the sub-contractor.....

iii) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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iv) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2022:

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		
Co-operative owned by black people		
Black people who are military veterans		
OR		
Msunduzi EME		
Msunduzi Manufacturing Enterprise		
Location of a Business Enterprise		

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of company/firm.....

6.2 VAT registration number.....

6.3 Company registration number.....

6.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Company
- (Pty) Limited
- Non-Profit Company

[TICK APPLICABLE BOX]

6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

6.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

- Manufacturer
- Supplier

- Professional Service Providers
- Other Service Providers, e.g. transporter, etc.

6.7 MUNICIPAL INFORMATION

Municipality where business is situated.....
 Registered Account Number:
 Stand Number:

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

6.9 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 specific goals as advised in the tender, 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 5.2, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the 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.

SIGNATURE(S) OF BIDDER(S).....

DATE:

ADDRESS:

.....

WITNESSES: 1.....

2.....

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 39 OF 25/26

**SUPPLY, INSTALLATION AND MAINTENANCE OF A CLOUD-HOSTED PRIVATE AUTOMATED
BRANCH EXCHANGE (PABX) TELEPHONY SERVICES FOR MSUNDUZI MUNICIPALITY
PLANS TO EXECUTE COMMUNITY BASED TOURISM PROGRAMMES**

TAX CLEARANCE CERTIFICATE

Tenderers are required to attach hereto a Tax
Compliance Status Verification Pin.

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 39 OF 25/26

SUPPLY, INSTALLATION AND MAINTENANCE OF A CLOUD-HOSTED PRIVATE AUTOMATED
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CIPC REGISTRATION CERTIFICATE

Tenderers are required to attach hereto proof of registration with the Companies and Intellectual Property Commission (CIPC) for adjudication purposes.

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 39 OF 25/26

SUPPLY, INSTALLATION AND MAINTENANCE OF A CLOUD-HOSTED PRIVATE AUTOMATED
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CENTRAL SUPPLIER DATABASE (CSD)
REGISTRATION REPORT

Tenderers are required to attach hereto proof of registration with the Central Supplier Database (CSD).

A full Report may be required for adjudication purposes.

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 39 OF 25/26

SUPPLY, INSTALLATION AND MAINTENANCE OF A CLOUD-HOSTED PRIVATE AUTOMATED
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COMPACT DISC (CD) OR USB-FLASH DRIVE

The Compact Disc (CD) or USB-Flash Drive should be submitted in a sealed envelope and attached hereto.

The CD or USB-Flash Drive may assist both the Municipality and the Bidder in the case of any dispute with regards to the contents of the bid submitted. The scanned copy may serve as the secondary verification method.

SIGNED ON BEHALF OF THE SERVICE PROVIDERS:

Name of Service Providers

Name of Signatory:

Capacity of Signatory:

Signature Date

All literature and attachments submitted must be securely attached to the tender. The Council shall not be held liable for any loss or damages sustained due to the Service Providers's failure to comply with this condition.