 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA		<h1 style="text-align: center;">Provincial Supply Chain Management</h1>								
		Request for Proposal				Page 1 of 3				
RFP NUMBER										
RFP DESCRIPTION										
CUSTOMER DEPARTMENT										
CUSTOMER INSTITUTION										
BRIEFING SESSION	Y		N		SESSION COMPULSORY		Y		N	
					SESSION HIGHLY RECOMMENDED		Y		N	
BRIEFING VENUE					DATE		TIME			
COMPULSORY SITE INSPECTION	Y		N		DATE		TIME			
INSPECTION ADDRESS										
TERM AGREEMENT CALLED FOR?	Y		N		TERM DURATION					
CLOSING DATE					CLOSING TIME					
TENDER BOX LOCATION										
GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on this form RFP 01.										

Notes:

- All bids / tenders must be deposited in the Tender Box at the following address:
Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- The GPT Tender Box is generally open 24 hours a day, 7 days a week.
- This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations, 2017, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.
- ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG RFP FORMS – (NOT TO BE RE-TYPED)
- ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED):

The Tendering System

The RFP Pack consists of two parts namely, Section 1 and Section 2. These two sections must be submitted separately, clearly marked with the Tender Number and the Section Number.

Training sessions

Non-compulsory "How to tender" workshops are held every Wednesday at 75 Fox Street from 10:00-13:00.



Provincial Supply Chain Management

Request for Proposal
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SUPPLIER INFORMATION					
COMPANY NAME					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE IN RFP 09]

SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

This RFP is subject to the General Conditions of Contract and where applicable any other Special Conditions of Contract.



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Tender documents can be obtained from <http://www.treasury.gpg.gov.za>

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

SERVICE BASED	Y		N		TERM BASED TYPE	Y		N		VALUE BASED TYPE	Y		N	
VALUE BASED	Y		N											
QUANTITY BASED	Y		N											
TERM BASED	Y		N											



Provincial Supply Chain Management

RFP Point System
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RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

In case of queries, please contact the GPT Contact Centre at tel: 0860 011 000

*GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions.

The goods / services are therefore required by the Customer Department / Institution, as indicated on RFP 01.

The Gauteng Provincial Government requests your bid on the goods and/or services listed on the attached forms. Please furnish all information as requested and return your bid on the date stipulated. Late and incomplete submissions may invalidate the bid submitted.

This RFP will be evaluated on the basis of Preferential Procurement Regulation, 2017 pertaining to the Preferential Procurement Policy Framework Act (Act number 5 of 2000).

Point System

Points SHALL be allocated as follows:

Points for

Points for

*** It is the responsibility of the bidder to attach A VALID SWORN AFFIDAVIT {EME/QSE} ATTESTED BY A COMMISSIONER OF OATHS OR VALID CERTIFIED COPY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE WITH THIS RFP DOCUMENT TO QUALIFY FOR THE PREFERENCE POINTS**



Provincial Supply Chain Management

Instructions to Bidders

Page 1 of 2

1. The RFP (Request for Proposal) Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.
2. The RFP forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this RFP. Additional offers made in any other manner may be disregarded.
3. Should the RFP forms not be filled in by means of electronic devices, bidders are encouraged to complete forms in a black ink.
4. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.
5. The forms RFP 04 to RFP 09 and PREF documents shall be completed, signed and submitted with the bid. RFP 10 (National Industrial Participation Programme Form) will only be added to the RFP pack to be completed by bidders when an imported component in excess of US \$ 10 million is expected.
6. A separate RFP 06 form (RFP Price Schedule per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP(not applicable for Pre-qualification of Bidders).
7. Firm delivery periods and prices are preferred. Consequently bidders shall clearly state whether delivery periods and prices will remain firm or not for the duration of any contract, which may result from this RFP, by completing RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).
8. If non-firm prices are offered bidders must ensure that a separate RFP 07 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP (not applicable for Pre-qualification of Bidders).
9. Where items are specified in detail, the specifications form an integral part of the RFP document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for Pre-qualification of Bidders).
10. In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified" (see the attached specification) (not applicable for Pre-qualification of Bidders).
11. In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12. In instances where the bidder is not the manufacturer of the items offered, the bidder must as per RFP 06 (RFP Price Schedule per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for Pre-qualification of Bidders).
13. The offered prices shall be given in the units shown in the attached specification, as well as in RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).
14. With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).
15. Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).
16. Delivery basis (not applicable for Pre-qualification of Bidders):
 - (a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere.
 - (b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a "delivered on site" basis, as specified on RFP 06 (RFP Price Schedule per item).
17. Unless specifically provided for in the RFP document, no bids transmitted by facsimile or email shall be considered.
18. Failure on the part of the bidder to sign any of the forms RFP 04 to RFP 10 and PREF documents and thus to acknowledge and accept the conditions in writing or to complete the attached RFP forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.
19. Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full



Provincial Supply Chain Management

Instructions to Bidders

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acceptance of the General Conditions of Contract or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.

20. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the successful bidder may be required to submit **pre-production samples** to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.
21. Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.
22. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the samples must be submitted together with the bid before the closing time and date of the RFP, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the RFP may invalidate the bid.
23. In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.
24. In cases where the relevant Department or Institution advertising this RFP may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25. If any of the conditions on the RFP forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26. This RFP is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27. Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated:
 - NAME AND ADDRESS OF THE BIDDER;
 - THE BID (RFP) NUMBER; AND
 - THE CLOSING DATE.

The bid must be deposited or posted;

 - posted to Gauteng Provincial Treasury and to reach the destination not later than the closing time and date; OR
 - deposited in the tender box of the Gauteng Provincial Treasury before the closing time and date.
28. The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this RFP) – including information on new products, export achievements, new partnerships and successes and milestones.
29. **Compulsory GPG Contract:** It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.



Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

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PART B: BID COMMITMENT

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached RFP documents to the Gauteng Province of the Republic of South Africa, on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/We agree that -
 - (a) the offer herein shall remain binding upon me/us and open for acceptance by the Gauteng Provincial Government as represented by the Department requesting this proposal during the validity period indicated and calculated from the closing time of the bid;
 - (b) this bid and its acceptance shall be subject to the terms and conditions contained in the General Conditions of Contract and Preference Points Claim Form – General Conditions and Definitions of the Preferential Procurement Policy Framework Act - PPPFA (PREF 01) with which I am/we are fully acquainted;
 - (c) if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Province and I/we will then pay to the Province any additional expense incurred by the Province having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid; the Province shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the Province may sustain by reason of my/our default;
 - (d) if my/our bid is accepted the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose domicile citandi et executants in the Republic at (full address of this place);

FULL ADDRESS

3. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
4. I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of any contract, which might be awarded based on this offer.
5. I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.
6. I/We declare that I/we have **participation/no participation*** in the submission of any other offer for the supplies/services described in this RFP document. If there is participation, state names(s) of bidder(s) involved
 * **Delete whichever is not applicable.**

OTHER BIDDERS INVOLVED

7.

AUTHORISATION

Are you duly authorised to sign the bid? (Also refer to RFP 01 – page 2)

INDICATE

Y ☐ ☐ N ☐ ☐

8.

DECLARATION

Has the Declaration of Interest (part B of this form: RFP 04) been duly completed?

INDICATE

Y ☐ ☐ N ☐ ☐



Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

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PART B : DECLARATION OF INTEREST

9. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

10.1 Full Name of Bidder or his/ her representative:	
10.2 Identity Number:	
10.3 Position occupied in the company : (director, trustee, shareholder ² , member)	
10.4 Registration number of company, enterprise, close corporation, partnership agreement or trust	
10.5 Tax Reference Number:	
10.6 Vat Registration Number:	
10.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 11 below.	

¹"State" means-

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

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

10.7 Are you or any person connected with the bidder, presently employed by the state?		Y			N		
If so, furnish the following particulars	Name of person/Director/shareholder/member:						
	Name of Institution to which the person is connected:						
	Position occupied in the institution:						
	Any other particulars:						



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

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10.8 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	Y				N		
10.8.1 If yes, did you attach proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid).	Y				N		
If no, furnish reasons for non-submission of such proof							

10.9 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	Y				N		
If YES, furnish particulars							

10.10 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	Y				N		
If so, furnish particulars							

10.11 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?	Y				N		
If so, furnish particulars							

10.12 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?	Y				N		
If so, furnish particulars							



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Provincial Supply Chain Management

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

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

DECLARATION

I, THE UNDERSIGNED (NAME) CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 10.1 to 10.12 ABOVE IS CORRECT.

I ACCEPT THAT THE PROVINCE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

NAME OF BIDDER OR ASSIGNEE(S)	SIGNATURE OF BIDDER OR ASSIGNEE(S)

DATE	POSITION



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA


Provincial Supply Chain Management

Declaration of Bidder's Past Supply Chain Management Practices

Page 1 of 2

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the Supply Chain Management System.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**


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.		Y		N	
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.		Y		N	
If so, furnish particulars:					
4.3 Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?		Y		N	
If so, furnish particulars					
4.4 Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		Y		N	
If so, furnish particulars:					

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
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RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

THE FOLLOWING MUST ACCOMPANY YOUR BID, IF INDICATED BY "√"

Samples	SABS /Equivalent Certificate May not be older than one (1) year, the cost of which will be for the account of the bidder.	Bidders Briefing Session

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
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EVALUATION METHODOLOGY

Bidders must complete Compulsory documents and attach it to their tender document, failing which the tender shall not be considered for Stage 1 evaluation.

Points will be awarded in accordance with the Preferential Procurement Policy Framework Act (PPPFA)

Stage 1

Criteria for Functionality	Points
TOTAL	

NOTE: Bidders who fail to meet the above minimum requirements (Stage 1) shall be automatically eliminated


Stage 2

Criteria for Price and B-BBEE Status	Points
Bid Price	90
Preference Points	10
TOTAL	100

Bidders are required to use the two envelope bidding system, whereby the Technical Proposal (Stage 1) and Pricing and B-BBEE (Stage 2) be placed in two separate sealed envelopes marked:

- Stage One-

- Stage Two-

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
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SUPPLIER JOB CREATION ANALYSIS

Company Name		Date Est.	
--------------	--	-----------	--

	Permanent	Temp	SA Citizens	Other	Comments
Staff compliment at Establishment of Enterprise					
Current staff compliment					
Number of jobs to be created if Bid is successful					

- The successful bidder may be audited during the course of the contract to verify the above information.

Comments to include:

- If Job Creation is direct (by your own company) or indirect (by your supplier)
- Where the jobs created for employees that were in existing positions or unemployed? (Net Job Creation)

NOTE: Job Creation should adhere to all applicable RSA Legislation and Regulations.

=====

THIS SECTION IS FOR OFFICE USE ONLY!						
Observations	Initial Job Count	Job Creation Potential	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						

**GAUTENG PROVINCE**EDUCATION
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

INVITATION OF SERVICE PROVIDER(S) TO UPGRADE, INTEGRATE AND MAINTAIN THE CURRENT UNIFY (VOICE PLATFORM AND CENTRALISED PROTEUS TELEPHONE MANAGEMENT SYSTEM (TMS) AT THE GAUTENG DEPARTMENT OF EDUCATION (GDE) HEAD OFFICE, DISTRICT OFFICES AND DISTRICT TEACHER DEVELOPMENT CENTRES FOR A SPECIFIC TERM PERIOD OF THREE (3) YEARS

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1. BACKGROUND

The directorate, Contact Centre is responsible for amongst others, the telephony services for the GDE precinct and monitoring of telephony within District offices.

The Department needs to ensure telephony within GDE to upgrade, integrate and maintain the current Unify voice platform, Unify Xpressions, Voicemail Unify Contact Centre, ASC Voice Recorder and Centralised Proteus TMS for continuity of telephony services, connectivity and maintain efficient and effective service delivery to GDE stakeholders which includes District Offices and District Teacher Development Centres. It should be noted that the District Offices and their and District Teacher Development Centre swill be rolled out as a phased approach over the three (3) year fixed term, starting with critical District Offices and District Teacher Development Centres that need urgent assistance with their telephony platforms.

The department has to ensure that public engagement is maintained through its main medium of communication which is telephony services. This would ensure that GDE enhances public engagement with its stakeholders for service delivery.

2. LEGAL FRAMEWORK

The following legislative framework informs these criteria:

- a. The Constitution of the Republic of South Africa, Act 108 of 1996, as amended.
- b. Public Finance Management Act 1 of 1999, as amended.
- c. Treasury Regulations 2017, as amended;
- d. Broad Based Black Economic Empowerment Act No. 53 of 2003 as amended;
- e. Preferential Procurement Policy Framework Act No. 5 of 2000, as amended.
- f. Electronic Communication Act No. 36 of 2005;
- g. Disaster Management Act No. 97 of 2002;
- h. Skills Development Act No. 97 of 1998 as amended;
- i. Independent Communication Authority of South Africa Act No. 13 of 2000;
- j. National Education Policy Act No. 27 of 1996, as amended;
- k. Public Service Act, 1994 Proclamation No. 103 of 1994, as amended;
- l. Protection of Personal Information Act 4 of 2013;
- m. Promotion of Access to Information Act, Act No. 2 of 2000;
- n. Electronic Communication and Transaction Act, No. 25 of 2002, as amended;
- o. Promotion of Administrative Justice Act 3 of 2000;
- p. Protection of Information Act, No. 84 of 1982 as amended;
- q. The South African Consumer Protection Act No. 68 of 2008, as amended;
- r. Gauteng Schools Education Act No. 6 of 1995, as amended;

- s. SITA Act 88 of 1998 as amended by SITA amendment Act 38 of 2002;
- t. South African Schools Act 84 of 1996, as amended.

3. PROJECT BRIEF

The Department currently has a fully integrated Unify Voice Platform with the following functionality a Unify IPT Voice Platform that is centrally deployed with Central SBC connected to a GBN SIPT and provisioned to supply the following key features:

- Voice Calling
- Audio Conferencing
- Voicemail to desktop
- Contact Centre for inbound and outbound calls
- Integrated extension side recording provided by an ASC Voice Recording Platform
- Centralised Proteus TMS with the ability to bar and unbar individual extensions.

GDE has identified forty four (44) sites that is inclusive of Head Office, District Office and Teacher Development Centres, however twenty two (22) sites are considered as critical sites and the appointed service provider, as part of aligning the upgraded system to District Offices and Teacher Development Centres, will be expected to roll out the system as a phased approach over the three (3) year fixed term.

The appointed service provider will be responsible to upgrade, integrate and maintain the current Unify Voice Platform, Unify Xpressions Voicemail, Unify Contact Centre, ASC Voice Recorder, and Centralised Proteus TMS at the GDE precinct i.e. 17 Simmonds Street, 26/30 Loveday Street and 55 Fox Street and ensure alignment of telephony system within District offices and District Teacher Development Centres that is standardised and centralised to the system at Head Office, ensure continuous telephony services and functional Contact Centre Solution.

4. SCOPE OF WORK

The appointed service provider will be expected to provide the following:

- 4.1 Upgrade, integrate and maintain the current Unify voice platform, Unify Xpressions, Voicemail Unify Contact Centre, ASC Voice Recorder and Centralised Proteus TMS and alignment of the GDE Head Office system to the Districts and District Teacher Development Centres (As per identified sites on **table 1**).
- a. Ensure that identified sites as per (table 1) are Voice Over Internet Protocol (VOIP) ready.
 - b. Make provision for replacement of handsets that is compatible with the VOIP system.
 - c. The voice system needs to be configured in such a way that all Head Office, District Offices and District Teacher Development Centres traffic remains “Gauteng Broad Band Network” to ensure an effective zero charge for calls between any of these sites.
 - d. Ensure porting of landline numbers from Electronic Communication Network ECN/Telkom to the GDE network provider (Gauteng Broadband Network).
 - e. The service provider to work with GDE IT to ensure that Head Office boardrooms are VOIP enabled.
 - f. Provide software and install audio conference capabilities.
 - g. Provide an automated internal directory.
 - h. Provision should be made for a seamless cross over of the PABX system should the Department/District Office/District Teacher Development Centres move buildings within the term of the contract.
 - i. Provide the use of soft phones for laptops and cell phones with the ability to use the softphone from within the GPG network and internet.
 - j. Provide and install Centralised Switchboard with directory capability for all sites.
 - k. The Voice Platform functionality needs to comply with the features outlined in **(Schedule- 1 Pages 16)**.
 - l. Provide historical data of voice and Telephone Management System (TMS) reports, emails and call voice recordings.
 - m. Provide a Telephone Management System (TMS) call barring system that will be supported by the service provider at GDE Head Office, District Offices and Teacher Development Centres.
 - n. Provide one (1) on-site technician and one (1) TMS administrator for Head office to manage all the platforms to ensure that downtime is minimised and to manage all other technical issues. District Offices and Teacher Development Centres will identify their own TMS administrator that will be trained on the TMS system by the service provider.

- o. Provide a call barring system that will bar calls in line with the GDE Landline Telephone Usage Policy.
- p. Provide monthly TMS telephone expenditure reports for all sites.
- q. The appointed service provider will need to ensure that they have the correct spares and parts to maintain the identified sites.
- r. The appointed service provider will need to provide an evaluation and technical assessment of all the sites within 30 days of contract award and then on a regular basis of at least every 6 months.
- s. The appointed service provider will be expected to complete a standardised telephony system in a phased approach starting with the critical sites as identified by GDE within 60 days of the award of the contract.
- t. The appointed service provider must provide a detailed transition plan outlining the full seamless take on of all services from day 1. The plan needs to ensure that no downtime/service disruptions are experienced by GDE.
- u. The appointed service provider will need to provide a detailed transformation plan with outlining the expected rollout plan for the upgrade of the in-scope sites, this plan needs outline all dependencies and assumptions in terms of infrastructure components.

Table 1. Below are the identified sites:

VoIP ready	ICT Infrastructure (switches; cabling,) is upgraded for VoIP installation, no additional components needed to make VoIP to function)
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Not VoIP ready		Site is running old switches and cabling (switches are not power over ethernet enabled), switches and network needs upgrade to migrate to VoIP	
CISCO-GBN VoIP		Site is on GBN Centralised PABX running Cisco System	
NO.	NAME OF SITE	CURRENT SYSTEM AND NO. OF USERS	PHYSICAL ADDRESS OF SITE
1.	17 Simmonds Street	Name of PABX: Openscape Enterprise Express (OSEE) Active Voice users: 556 TMS barring:650 On Nashua VoIP	17 Simmonds Street, Marshalltown, 2001
2.	55 Fox Street	Name of PABX: Siemens HiPath 4000 No. of users: 449 TMS Barring - 600 VoIP ready	55 Fox Street, Johannesburg, 2000
3.	26/30 Loveday Street	Name of PABX: Siemens HiPath 4000 No. of users: 481 TMS Barring – 500 VoIP ready	26 Loveday Street, Johannesburg, 2000 30 Loveday Street, Johannesburg, 2000
4.	Johannesburg South District	Name of PABX: Anatel No. of users: 296 TMS barring:281 Switchboard is not functional Not VoIP ready	Ormonde No. 100 Northern Parkway Drive, Crown Wood Office Park
5.	Johannesburg North District	Name of PABX: CISCO-GBN VoIP No. of users:271 Switchboard not functional	No.2 Reserve Street, Cnr. Biccard and Jorrison Street, FNB Building, Braamfontein
6.	Johannesburg East District - Sandown High School	Name of PABX: CISCO-GBN VoIP	1 North Road , Sandown, Sandton

		No. of users: 108 No switchboard using VOIP system	
7.	Johannesburg East: Early Childhood Development Institution	Name of PABX: Cisco-GBN VoIP No. of users: 61 No switchboard using VOIP system	44 Wolfgang, Norwood in Johannesburg
8.	Johannesburg East: Marang Building in Wits University	Name of PABX: Nil No. of users: 66 No switchboard using VOIP system	27 St Andrews Road, Parktown
9.	Johannesburg West District	Name of PABX: Alcatel OmniPCX No. of users: 331 Switchboard is not functional (VoIP ready)	20 Goldman Street United Building Florida
10.	Johannesburg Central District	Name of PABX: Ericsson M3000 No. of users: 418 Switchboard not functional(the district uses an old outdated PABX system that is currently non- functional) (VoIP ready)	1105 Morula and Chris Hani Road Pimville 1809
11.	Sedibeng East District	Name of PABX: Alcatel OmniPCX No. of users: 271 Switchboard: Alcatel switchboard but not working Not VoIP ready	Nr 14 Joubert street, Vereeniging
12.	Sedibeng West District	Name of PABX: Openscape 4000	6 Samuel Street, Zone 18,Sebokeng

		No. of users: 448 Switchboard: 1 X ACWIN V4 -IP (VoIP ready)	
13.	Tshwane North District	Name of PABX: CISCO-GBN VoIP No. of users: 370	The Wonderboom Junction Mall; Corner Lavender and Lavender West
14.	Tshwane South District	Name of PABX: CISCO-GBN VoIP No. of users: 386	President Towers building, 265 Pretorius Street, Pretoria, 0002 Private Bag X198, Pretoria, 0001
15.	Tshwane West District	Name of PABX: CISCO-GBN VoIP Switchboard is present. No. of users: 359	Stand 2216 Klipgat Road, Opposite the ODI hospital Block U, Mabopane Pretoria
16.	Gauteng East District	Name of PABX: Ericsson Astra No. of users: 341 VoIP ready	Cnr 5th Avenue and 7th Street Telkom Building Springs 1560
17.	Gauteng West District	Name of PABX: Telkom Business No. of users:153 Switchboard not functional VoIP ready	Gauteng West (Krugersdorp Office): Cnr Human and Bosshoff Street, Krugersdorp
18.	Gauteng West: Randfontein	Name of PABX: Telkom Business No. of users:94 Switchboard functional VoIP ready	108 Maughum Road; Randfontein
19.	Gauteng West: Green Hills Office – Issp	Name of PABX: Telkom Business No. of users:31	Green Hills Office-Issp:

		Switchboard functional VoIP ready	Cnr Naartjie and Mimosa; Greenhills; Randfontein
20.	Gauteng West: Greenhills Office Examination & ESS	Name of PABX: Telkom Business No. of users: 17 Switchboard functional VoIP ready	Greenhills Office Examination & Ess: Cnr Naartjie and Mimosa; Greenhills; Randfontein
21.	Gauteng North District	Name of PABX: Samsung No. of users: 242 Switchboard functional Not VoIP ready	86 Watermeyer street, Val-de-Grace, Pretoria
22.	Ekurhuleni North District	Name of PABX: Alcatel No. of users: 336 Alcatel switchboard VoIP ready	78 Howard Avenue Benoni, Munpen Building
23.	Ekurhuleni South District	Name of PABX: Unify No. of users: 393 Switchboard: 1 X ACWIN V4 -IP Not VoIP ready	02 Robin Close Infinity Office Park Meyersdal, Alberton 1475
24.	Hercules Warehouse	Name of PABX: Opticon ip32 No. of users: 15 Telkom Business switchboard VoIP ready	Crn Rood Street & Slegtkamp Street, Hercules, Pretoria, 0002
25.	Pretoria Library	Name of PABX: LG No. of users: 41 Telkom Switchboard VoIP ready	348 Lilian Ngoyi Street, Pretoria Central, Pretoria, 0002
26.	Quality Assurance Boksburg	Name of PABX: CISCO-GBN VoIP No. of users: 72	117 Montague St, Boksburg, 1459

		Switchboard not functional	
27.	Juta	Name of PABX: CISCO-GBN VoIP No. of users: 20 Switchboard: N/A	38 Juta St, Braamfontein, Johannesburg, 2000
28.	Ekurhuleni North Teacher's Centre (Linked to Ekurhuleni North District – site 22)	Name of PABX: Alcatel (Telkom transmission equipment) No. of users: 10 Not VoIP ready	78 Howard Avenue Benoni, Munpen Building (same building as district office)
29.	Boipelo Teachers Development Centre (Linked to Johannesburg North District -site 5)	Name of PABX: CISCO-GBN VoIP No. of users: 12 Switchboard is functional	1089 Mokoena Street, Klipspruit, Soweto
30.	Morningside Teacher Development Centre (Linked to Johannesburg East District -site 6, 7, 8)	Name of PABX: CISCO-GBN Voip No. of users:60	17 North Road, Morningside
31.	Ndondo Teachers Centre (Linked to Johannesburg Central District -site 10)	Name of PABX: Ericsson M3000 No. of users: 17 No switchboard VoIP ready	2035 Mthiyane Street, Rockville in Soweto
32.	Thakgisa Teachers Development Centre (Linked to Johannesburg West District -site 9)	Name of PABX: CISCO-GBN VoIP No. of users:10 Switchboard is not functional	2031 Meadowlands Zone 9 1854
33.	Simunye Teacher's Development Centre (Linked to Gauteng West District -site 17)	Name of PABX: Telkom Business No. of users: 3 Switchboard functional VoIP ready	554 Ekuthuleni Street ; Semunye; Westonaria

34.	Kokosi Teacher's Development Centre (Linked to Gauteng West District -site 17)	Name of PABX: Telkom Business No. of users: 17 Switchboard functional VoIP ready	763 Molobi Street Kokosi
35.	Dalpark Teachers' Development Centre (Linked to Gauteng East District -site 16)	Name of PABX: CISCO-GBN VoIP Switchboard not functional No. of users: 15	18 Essenhout Street Ext 5 Dalpark 1550
36.	Thuto Thebe Teachers Development Centre (Linked to Tshwane West District -site 15)	Name of PABX: CISCO-GBN VoIP Switchboard is present No. of users: 3	Stand 2833, Sedumedi Street, Zone 2 Garankua Pretoria
37.	Mamelodi District Teacher Development Centre (Linked to Tshwane South District -site 14)	Name of PABX: Telkom No. of users: 10 VoIP ready	20202 Serapeng Avenue, Mamelodi East
38.	Lemoshanang Teachers Development Centre (Linked to Tshwane South District -site 14)	Name of PABX: CISCO-GBN VoIP No. of users: 8	02 Maraba and Nchabeleng Street, Atteridgeville
39.	Lenahof Sunnyside Vodacom Teacher Centre (Linked to Tshwane South District -site 14)	Name of PABX: No. of users: 11 Site not GDE network but its VoIP ready	189 Gerard Moerdyk (Cnr Gerard Moerdyk & Justice Mahomed Street
40.	Soshanguve Teacher Development Centre (Linked to Tshwane North District -site 13)	Name of PABX: N/A No. of users: 12 VoIP ready	605 Corner Welcome & Thutong Street; Block DD Soshanguve
41.	Themba Teacher Development Centre (Linked to Tshwane North District -site 13)	Name of PABX: N/A No. of users: 8 No. of vacancies: not available VoIP ready	2027 Unit 2, Manyeleti Section Temba

42.	Kopanong Teacher Centre (Linked to Sedibeng East District -site 11)	Name of PABX: CISCO-GBN VoIP No. of users: 9 Alcatel switchboard that is not working Currently have Telkom lines	Cnr/of Seeiso & Mbatha street, Sharpeville
43.	Alberton Teacher Development Centre (Linked to Ekurhuleni South District- Site 23)	Name of PABX: Unify No. of users: 12 Nashua switchboard VoIP ready	1st Avenue Alberton North
44.	Brakpan Teachers Centre	Name of PABX: CISCO-GBN VoIP No. of users: 8 Switchboard: N/A	18 Essenhout St, Dalpark, Brakpan, 1543

4.2 Contact Centre

- a. The Contact Centre solution is based at 17 Simmonds Street and IT service desk at 26 Loveday Street.
- b. An integrated Contact Centre solution should be provided to the directorate, Contact Centre and IT service desk.
- c. All systems to be integrated into the Contact Centre Solution i.e., Call Centre, Switchboard, Email (GDEInfo), Quality Management, Customer Relationship Management (CRM) Dynamics from the Office of the Premier.
- d. The Contact Centre Platform functionality needs to comply with the features outlined in **(Schedule- 2 page 29)**.
- e. The service provider must have experience with the implementation of cloud based Contact Centre and provide proof of certification on the Unify Contact Centre platform.
- f. A Cloud based Contact centre solution that is capable of integrating with Customer Relationship Management (CRM) system and social media channels to give a single view of the customer across all channels that is flexible, scalable and ensures uptimes of at least 99,99%.
- g. A Cloud based Contact centre solution must be capable of OMNI channel functionality

- h. Provide training for the following:
 - i. To Contact Centre staff;
 - ii. District TMS administrators;
 - iii. IT Service Desk agents on the Contact Centre solution implemented;
 - iv. GDE IT technicians on functionality and technical aspects of telephony application.
- i. All calls need to be recorded and Contact centre/IT service desk management must be able to retrieve the required call recording based on different search criteria like call reference number, date, time of call, number from which call was received, agent name etc.
- j. The solution needs to have the necessary Software Development Kits (SDK) to support integration into the current MS Dynamics CRM.
- k. The solution needs to include an Interactive Voice Response (IVR) with at least 24 channels and must have the functionality to allow intuitive instant changes to the IVR messages and the upload and configuration of pre-recorded messages.
- l. The following functionality must be available for GDE contact Centre Managers:
 - i. Managers must be able to monitor Contact Centre performance any time from a mobile device, laptop or desktop.
 - ii. The Contact Centre supervisors must have the ability to listen to live calls and supervisor to be able to whisper and or barge in on calls while an agent is on a call.
- m. Email & Chat based routing to Agents along with Voice routing.
- n. Ability to change agents to different queues instantly, “click-drag-drop” functionality.
- o. Broadcast group messages.
- p. Provide daily, weekly and monthly reports on call centre and email queues, agent performance, wrap up reasons captured by agents.
- q. Automatic call back functionality on IVR system.
- r. Clients should have an option to rate the quality of the service provided at the end of the call.
- s. Assist with the creation of the first evaluation forms for voice, email and other chat channels and offer training to the management of the Contact Centre and supervisors
- t. Provide randomised agent calls that will be analysed on a non-biased manner.
- u. Provide an off-site Call Centre which can accommodate 60 agents during the Department’s peak period i.e., Online Admissions, Placement and Late Admissions.

4.3 Support of telephony solution that includes maintenance contract for a period of three (3) years.

- a. Provide support and maintenance of the Contact Centre Solution, telephony software, upgrade of system when necessary.
- b. Provide repairs or replacement where necessary of handsets and headsets used by all Centre agents/Switchboard operators and IT Service desk.
- c. Provide a Telephone Management System (TMS) call barring system that will be supported by an on-site technician from the service provider at GDE Head Office.
- d. The GDE reserves the right to terminate the contract in the event that there is clear evidence of deviations as per agreed specifications.
- e. Provide an On-site technician that will be able to provide 1st line support on all platforms.
- f. Include a software assurance program that ensures that the software of all platforms is maintained at least on an N-1 level for the duration of the term at no additional cost to the department.

4.4 Mandatory requirements for the solution

a. Site Requirements

The following Requirement applies to all Sites (Please tick applicable box. It is mandatory to be completed by service provider)

Requirements for all Sites	Requirement	Comply. Yes/ No	
		Yes	No
SLA Type Required – Standard as defined in document	Yes		
2 nd & 3 rd Level Technical Support	Yes		
Software Assurance for the Term	Yes		
SLA to include repair of all supplied and existing Voice Equipment	Yes		
SLA to include repair of Telephones	Yes		
SLA to include repair of Headsets	Yes		
SLA to include repair of Proteus TMS equipment	Yes		
SLA to include repair of Unify Contact Centre equipment	Yes		
SLA to include repair of ASC Voice Recorder equipment	Yes		
SLA to include repair of Unify IVR/XMU equipment	Yes		
Technician attending to faults, to carry spares to repair all defects on systems	Yes		
ICASA certificate Submitted? Failure to supply a copy will invalidate the	Yes		
Supplier must be certified to provide support on all solution components.	Yes		
Supplier to supply individual monthly Managed Services accounts for each site.	Yes		
The equipment shall remain the property of the Service provider but the cabling shall remain the Property of the GDE at the expiration of the term.	Yes		
Cabling for installations	Comply.		Comments or alternate offering
	Yes	No	
Where UTP cabling exists, the successful Bidder has full use of this cabling for purposes of installation. It is required of the successful Bidder to interact with GDE IT in respect of any repairs to, replacement of or augmentation of the existing reticulation for purposes of the installation of all services over the 3 year period of the contract. Cabling will be supplied by GDE.			

The Telephone Management System/ Budget Control Manager shall have the following capability	Requirement	Comply. Yes/ No	
		Yes	No
Reports shall be able to identify both answered and unanswered Incoming and outgoing calls on both the PSTN and LCR networks, CLLI, and extension to	Yes		
On demand reporting and scheduled reporting with email capability	Yes		
Capability to export reports to PDF, CSV, TXT, HTML and Excel formats	Yes		
PABX interfaces to enable GDE to amend and create Account Codes and	Yes		
PABX interfaces to enable GDE to amend names	Yes		
Web Based account management	Yes		
Ability to warn users via email when a predetermined amount is reached on the Budget control Manager	Yes		
Reports must at least include the following		Yes	No
Cost per extension	Yes		
Cost per account code	Yes		
Duration of call per extension	Yes		
Duration of call per account code	Yes		
Cost per Cost Centre/ Department	Yes		
The telephone number of the called party	Yes		
Carrier used per call	Yes		
Please provide documentation detailing make of TMS supplied	Yes		

b. Voice Platform Specifications - (Schedule 1 is mandatory to be completed by service provider)

Sr No.	Schedule 1: Voice Platform Specifications	Compliance		Remarks
		Yes	No	
1	General System Requirements			
	The system should be a native SIP real-time IP system designed to provide enterprises with a robust service creation and delivery infrastructure.			
	The system should be scalable to as many as 100,000 users per two active redundant nodes, and a virtually unlimited number of users in a large network. On Single Server with a single node the system should support up to 5000 users			
	The system should run on highly reliable, fault-tolerant servers using Linux Enterprise Server Operating System.			
	The System should be built from the ground up as a data centre application that can work in a virtualized architecture. Virtualization should be based on VMware hypervisor and support the following VMware Features			
	vMotion® – Eliminate application downtime from planned server maintenance by migrating running VMs between hosts			
	High Availability (HA) – Automatically restarts your VMs following physical machine failure			
	Fault Tolerance – Provides continuous uninterrupted availability for applications with zero data loss in the event of server failures			

Sr No.	Schedule 1: Voice Platform Specifications	Compliance		Remarks
		Yes	No	
	Site Recovery Manager (SRM): SRM is supported in Layer 2 networks only. The failover site need to allow the failed over VMs to operate with identical IP settings (IP-address, DNS, Gateways, etc).			
	Distributed Resource Scheduler (DRS): DRS uses VMware vMotion to migrate VMs from one ESX server to another one, while the VM provides it's service to the end user			
	vStorage-APIs for Data Protection			
	Enhanced vMotion Compatibility Mode (EVC)			
	The core protocol of system should be IETF Session Initiation Protocol (SIP)			
	The system should provide support to SIP, MGCP, and analog endpoints			
	The system should support IPv6 from Day one			
	The system should provide the administrator in assuring adequate voice quality of service by providing call admission control (resource reservation) and enforced codec selection on narrow-bandwidth data links:			
	The redundancy in the system should be deployed in the following ways:			
	<ul style="list-style-type: none"> Geographically co-located cluster nodes 			
	<ul style="list-style-type: none"> Geographically separated cluster nodes, where the interconnect link is a layer-3 connection 			
	<ul style="list-style-type: none"> Geographically separated with the cluster nodes in the same VLANs/subnets with the interconnect link served by a layer-2 connection 			
	The system Management should be browser-based application that gives the administrator network status and administrative access to many of the components of the of the solution			
2	System Software Architecture			
	The software platform should combine platform elements, call processing elements, and support for applicable signalling protocols and endpoint types. The important Components of the systems are			
	Core Component - Provide message communication between processes and manages message queues to provide location transparency and data resiliency. In redundant systems, the RTP also supports the operation of the two partner nodes.			
	Call Control component - Provide a secure, generic interface to set up and release calls through the system. It should provide common logic to all signalling managers to route calls through the system server.			
	Management Component - Provide the capability to perform OAM&P tasks by deploying user-oriented application components for provisioning, management, and service.			
i	Core Component			
	The Core component deployed over Linux should link the individual nodes into a cluster and provide information about cluster membership and the status of each member node			

Sr No.	Schedule 1: Voice Platform Specifications	Compliance		Remarks
		Yes	No	
	The core component should control data replication between the two nodes. The two databases should run in hot-standby mode, where changes are written to the primary database only, then replicated by the database to other node. Data should be read from both nodes.			
	The Core Component writes data, of the applications attach to the primary database, which may be located on its own node or (in a redundant configuration) on its partner node. When changes are made to the primary database, they are automatically replicated to the secondary database and only committed when both databases are updated.			
	In case of a node failure, the application may lose the primary database connection. Controlled by the core component watchdog, the secondary database becomes the primary, the applications connect to the new primary database, and normal operation resumes.			
	The Core Component should be a distributed computing and fault-tolerant platform. The use of a distributed architecture provides redundancy at the computing element level and at the process level.			
	The Core component should also provide the following services			
	Real-time trace - The real-time trace is used for debugging purposes. It is used to create event files that track the execution behaviour, at different severity levels, of selected Core Component and System processes.			
	TCP/TLS/UDP (TTUD) dispatcher - Each node has multiple IP addresses for load distribution and resiliency reasons. The (TTUD) dispatcher provides these multiple communication channels to the external IP network.			
	Logging - The system software uses this component to store non-alarmed events in different log files. Logged events are counted and may generate threshold crossing alarms if too many log events are reported within 5 or 15 minutes.			
ii	Call Control Component			
	Call control component provides the core call processing centre. The Call processing components should including the Switching, signalling managers, and call control services			
a	Switching - It should provide the generic switching functionality to the system in the following ways			
	<ul style="list-style-type: none"> A secure, generic interface to set up and release calls through the system 			
	<ul style="list-style-type: none"> Common logic to all signalling managers to route calls through the system 			
b	Call Control Services should provide the following major functionalities			
	<ul style="list-style-type: none"> Managing access and user/subscriber related resources 			
	<ul style="list-style-type: none"> Managing call admission control by ensuring that enough bandwidth is provided 			
	<ul style="list-style-type: none"> Authenticating subscribers prior to call setup by means of the authentication, authorization, and accounting (AAA) services 			

Sr No.	Schedule 1: Voice Platform Specifications	Compliance		Remarks
		Yes	No	
	<ul style="list-style-type: none"> Matching of the subscribed capabilities of the users involved in each call with the resources allocated to that call 			
	<ul style="list-style-type: none"> Enabling mediation between call signalling through communication with various signalling managers 			
	<ul style="list-style-type: none"> Providing access to digit translation and routing (XLA) 			
	<ul style="list-style-type: none"> Selecting the outgoing signalling manager based on the results from call routing 			
	<ul style="list-style-type: none"> Generating CDRs by means of the usage collection function 			
	<ul style="list-style-type: none"> Coordinating the connection and release of physical and logical switching resources and the switching of connections by using the connection control manager 			
	<ul style="list-style-type: none"> Coordinating features and supplementary services that are dynamically loaded into the UCE 			
c	Signalling Managers - main functions of the signalling managers should be			
	<ul style="list-style-type: none"> Handling all protocol functionality, such as: 			
	<ul style="list-style-type: none"> <ul style="list-style-type: none"> Message encoding and decoding 			
	<ul style="list-style-type: none"> <ul style="list-style-type: none"> Protocol state event processing 			
	<ul style="list-style-type: none"> <ul style="list-style-type: none"> Protocol conformance checks 			
	<ul style="list-style-type: none"> <ul style="list-style-type: none"> Protocol specific timers 			
	<ul style="list-style-type: none"> Interfacing with the signalling stacks where appropriate 			
	<ul style="list-style-type: none"> Adapting the external protocol messages to the common secure, normalized interface defined by the Core Component 			
	<ul style="list-style-type: none"> Receiving and sending maintenance- and administration-related protocol messages 			
	<ul style="list-style-type: none"> Interacting with the system maintenance functions 			
iii	Management Component			
	Management Component should provide the capability of operation, administration, maintenance and provisioning (OAM&P) tasks. The following OAM&P tasks should be provided			
	<ul style="list-style-type: none"> Perform service management provisioning through the CLI and Management platform 			
	<ul style="list-style-type: none"> Perform mass provisioning 			
	<ul style="list-style-type: none"> Generate call detail records (CDRs) 			

Sr No.	Schedule 1: Voice Platform Specifications	Compliance		Remarks
		Yes	No	
	<ul style="list-style-type: none"> Perform image installations and upgrades on systems and its applications 			
	<ul style="list-style-type: none"> Implement rolling upgrades on systems 			
	<ul style="list-style-type: none"> Implement split-mode upgrades on systems and its applications 			
	<ul style="list-style-type: none"> Backup and restore the system 			
3	InterNetworking			
	The system should support interNetworking with other systems and should be able to route voice, video, fax, and data.			
	The system should be able to internetwork with legacy and TDM systems using suitable SIP Media Gateways			
	The system should support SIP and SIP - Q protocols for internetworking			
	The system should be able to do direct internetwork on SIP with certified ITSP and for others it should be able to do interNetworking through Session Border Controller's			
4	System Management			
	The System Management should be a web-based tool and accessible from any PC with a suitable web browser and connectivity to System. The system management system should be			
	<ul style="list-style-type: none"> Single web-based tool for administration and maintenance 			
	<ul style="list-style-type: none"> Dashboard for status visibility and access to all system components Web-based GUI for subscriber, dial plan and integrated Media Server Configuration 			
	<ul style="list-style-type: none"> Role-based access to specific administration functions 			
	<ul style="list-style-type: none"> Support of SIP phones via integration with DLS phone deployment server 			
	<ul style="list-style-type: none"> Software download 			
	<ul style="list-style-type: none"> QoS configuration 			
	The System management should provide the following functionality			
	<ul style="list-style-type: none"> Alarms 			
	<ul style="list-style-type: none"> Media server 			
	<ul style="list-style-type: none"> Security 			
	<ul style="list-style-type: none"> Survivability features 			
	<ul style="list-style-type: none"> Utilities, such as Import and Export 			
5	Media Servers			
	The system should support One or more media servers to do the following			

Sr No.	Schedule 1: Voice Platform Specifications	Compliance		Remarks
		Yes	No	
	<ul style="list-style-type: none"> Provide tones and announcements to support the functionality of many system features 			
	<ul style="list-style-type: none"> Provide music on hold 			
	<ul style="list-style-type: none"> Support the station-controlled conference feature by performing media mixing and transcoding where necessary 			
6	User Features			
	Audible ringing on rollover lines			
	Delayed ringing			
	Direct station select			
	Keyset operation modes			
	Line focus			
	Line key operation modes			
	Line reservation			
	Manual hold			
	Multiline appearance			
	Multiline origination and transfer			
	Multiline preference			
	Phantom lines			
	Preview			
	Visual indicators for line and feature key status			
	Call forwarding—return			
	Call forwarding -- unreachable			
	Station call forwarding -- all calls			
	Station call forwarding—busy line			
	Station call forwarding—don't answer			
	Station call forwarding—fixed			
	Station call forwarding—remote activation			
	Station call forwarding—remote call forwarding			
	Station call forwarding—time-of-day			
	Station call forwarding—voice mail			
	System call forwarding, internal/external—all calls			
	System call forwarding, internal/external—busy			
	System call forwarding, internal/external—do not disturb			
	System call forwarding, internal/external—don't answer			
	Anonymous call rejection			
	Call completion on busy subscriber			
	Call pickup—directed			
	Caller identity service			

Sr No.	Schedule 1: Voice Platform Specifications	Compliance		Remarks
		Yes	No	
	Calling identity delivery and suppression			
	Click to answer			
	Conference, station-controlled			
	Customer-originated trace			
	Directory number announcement			
	Directory number announcement			
	Deployment mobility			
	Last incoming number redial			
	Last outgoing number redial			
	Multiple contacts			
	Music on hold			
	Screening list editing			
	Simultaneous ringing			
	Station dialling			
	Station speed calling			
	System speed calling			
	Teleworking			
	Toll and call restrictions			
	Do not disturb (DND)			
	Executive override			
	Feature status notification			
	Hot desking			
	Transfer			
	Transfer security			
	Virtual DN			
7	Group Features			
	Attendant answering position (AAP)			
	Business group access codes			
	Business group account codes			
	Business group authorization codes			
	Business group billing			
	Business group department names			
	Business group main number			
	Business group numbering plan			
	Business group traffic measurements			
	Business group web portal			
	Direct inward dialling (DID)			
	Direct outward dialling (DOD)			
	Distinctive ringing			

Sr No.	Schedule 1: Voice Platform Specifications	Compliance		Remarks
		Yes	No	
	Extension dialling			
	Group-level feature administration			
	Message detail recording			
	Night bell call pickup			
	Station restrictions			
	Call pickup—group			
	Feature profiles			
	Hunt group			
	Hunt group—make busy			
	Hunt group—music on hold			
	Hunt group—night service			
	Hunt group—no answer advance			
	Hunt group—overflow			
	Hunt group—queuing			
	Hunt group—stop hunt			
	Hunt group—traffic measurements			
	Uniform call distribution (UCD)			
8	Routing Features			
	A-side signalling-based routing			
	Alternate routing			
	Alternate routing with overflow among route types			
	Call diversion for invalid destinations			
	Cost-effective routing			
	Digit modification for digit outpulsing			
	E.164 compliance			
	ENUM (electronic number mapping)			
	Intercept treatment			
	International translation support			
	Leading digit and most-matched digit translation			
	Media server digit map management			
	North American Numbering Plan compliance			
	Numbering plans, business group			
	Origin-dependent routing			
	Rerouting based on SIP response codes			
	and WAN outages			
	Source-based IP routing			
	Subscriber routing options			
	Time-of-day routing			
	Vertical service codes			

Sr No.	Schedule 1: Voice Platform Specifications	Compliance		Remarks
		Yes	No	
	Voice VPN			
9	Call Detail Record Features			
	Call detail record generation			
	Intermediate long duration records			
	Message detail recording			
	Usage reporting			
10	Security Features			
	Account and password management security			
	Billing records security			
	Data file security			
	Defending denial of service attacks			
	Event logging			
	File transfer security			
	Hypertext transfer protocol over SSL			
	IPsec baseline			
	Login categories			
	Media stream security			
	System Management security			
	Provisioning and security logging			
	Secure CLI			
	Secure Shell on the System			
	Assistant interface			
	Secure storage of CDR password			
	SIP privacy mechanism			
	TLS support—network connections			
	TLS support—subscriber access			
	Virus protection			
	VLAN provisioning			
11	Serviceability Features			
	Administrator identification and authentication			
	Backup and restore			
	Basic traffic tool			
	Call trace			
	Continuous trace			
	Database versioning			
	Log file retrieval tool			
	Maintenance manager			
	Mass provisioning			
	On-demand audits			

Sr No.	Schedule 1: Voice Platform Specifications	Compliance		Remarks
		Yes	No	
	Process debug tool			
	Query of subscriber transient operational status			
	RapidStat			
	Real-time trace			
	Remote patching			
	Remote restart			
	Software installation			
	System software and patch level status			
	System upgrade			
12	SIP Signalling Features			
	Application-provided billing party			
	Application-provided call correlation			
	HTTP digest authentication			
	Integration with CallTicket			
	Integration with Microsoft Exchange 12 unified messaging server			
	Interworking with application servers			
	Interworking with Microsoft OCS Mediation Server			
	Interworking with SIP service provider			
	Interworking with unified messaging systems			
	Interworking with voice mail systems			
	SIP over TCP/TLS support			
	SIP privacy mechanism			
	SIP REFER method support			
	SIP session timing			
	SIP UA registration renewal during WAN outage			
13	CTI Features			
	CSTA services support			
	Application-provided caller identification			
	Flexible digit processing			
	Integration with Fault Management			
	Message waiting indicator			
	One number service			
	System-provided calling name			
	Private network number support			
14	System Functions and Features			
	Agent for OAM&P			
	Alarm reporting			
	Announcements			

Sr No.	Schedule 1: Voice Platform Specifications	Compliance		Remarks
		Yes	No	
	Data synchronization			
	Display number modification			
	Media server support			
	Message waiting indicator			
	Multiple language announcements			
	Multiple time zone support			
	Overload handling			
	Emergency calling			
	Feature execution for unreachable subscribers			
	Internal audits			
	Interworking with automated attendant systems			
	Local management			
	Recovery handling			
	SDP transparency			
	Silence suppression disabling			
	SOAP interface			
	System history log			
	T.38 fax support			
15	Statistics, Accounting and Diagnosis			
	The system should allow access via CLI to data from various performance counters and statistics			
	The system should allow data to be displayed in its native form.			
	The system should allow to be extracted by external applications to generate reports useful for the enterprise customer's ongoing management and monitoring			
	Performance counters and statistics are provided for the following entities			
	• Operational measurements (OM)			
	• CDR system			
	• Switching performance data—completed call, terminated call, and interworking call statistics			
	• SIP performance data—messages sent and received by client and by server			
	• Message counters			
	• Errors in transaction portion—message type, general problem, invoke problem, return result problem			
	• Audits and recovery performance data			
	• Overload handling performance data for SIP and MGCP			
	• Services performance data			
	• Anonymous call rejection			
	• Call forwarding (system-based)			

Sr No.	Schedule 1: Voice Platform Specifications	Compliance		Remarks
		Yes	No	
	<ul style="list-style-type: none"> Calling identity delivery 			
	<ul style="list-style-type: none"> Extension dialling (sometimes known as intercom call) 			
	<ul style="list-style-type: none"> Screening list editing 			
	<ul style="list-style-type: none"> Speed calling 			
	<ul style="list-style-type: none"> Toll-free 			
	<ul style="list-style-type: none"> Voice mail 			
	The system should enable administrators to monitor the performance and usage of system resources, including network traffic management (NTM) code controls and business groups.			
	The system should allow administrator to view the operational measurement data through Web Based Management tool and also stores it in a file			
	The system should provide traffic measurements that are collected and recorded as CSV files by the operational measurements process and allow files to be downloaded through secure FTP to any platform associated with the collection of performance data. The files should be transferred in either binary or ASCII format.			
	The system should collect the following type of traffic measurement data			
	<ul style="list-style-type: none"> Event-based traffic measurements such as 			
	<ul style="list-style-type: none"> Originating calls 			
	<ul style="list-style-type: none"> Terminating calls 			
	<ul style="list-style-type: none"> Intragroup calls 			
	<ul style="list-style-type: none"> – Feature usage 			
	<ul style="list-style-type: none"> Feature activation 			
	<ul style="list-style-type: none"> Feature deactivation 			
	<ul style="list-style-type: none"> Dial 8, Dial 9 Calls 			
	<ul style="list-style-type: none"> Direct Inward Dialling (DID) 			
	<ul style="list-style-type: none"> Attendant attempts 			
	<ul style="list-style-type: none"> Attendant overflows 			
	<ul style="list-style-type: none"> Usage-based traffic measurements such as 			
	<ul style="list-style-type: none"> Intragroup usage 			
	<ul style="list-style-type: none"> Originating usage 			
	<ul style="list-style-type: none"> Terminating usage 			

Sr No.	Schedule 1: Voice Platform Specifications	Compliance		Remarks
		Yes	No	
	The system should support test line origination (TLO) to run diagnostic tests on network connections.			
	The TLO tool allows service personnel to run test calls for utilizing individual circuit paths and use signalling to test connections between system and adjoining Class 4/5 switches. After the addressed switch performs the appropriate loopback or tone generation, the switch determines and reports the quality of the voice paths.			
16	Supported SIP-related RFCs			
	RFC 3261 – SIP			
	RFC 2976 – SIP INFO method (e. g. SIP-Q			
	RFC 3262 – PRACK method, 100rel			
	RFC 3263 – Server location			
	RFC 3264 – Offer-answer model for SDP			
	RFC 3265 – SUBSCRIBE/NOTIFY method, Events			
	RFC 3311 – UPDATE method			
	RFC 3323 – Privacy header field			
	RFC 3325 – P-asserted identity header field			
	RFC 3326 – Reason header field			
	RFC 3515 – SIP REFER method			
	RFC 3891 – Replaces header field			
	RFC 3892 – Referred-by header field			
	RFC 3903 – PUBLISH method			
	RFC 3911 – Join header field			
	RFC 4028 – SIP session timers			
	RFC 4092 – ANAT in SIP			
	RFC 5630 – SIP-SIPS			
	RFC 5806 – Diversion header field			
	RFC 5876 – Updates to Asserted Identity			
	RFC 5923 – Connection reuse			
	RFC 5954 – Essential correction for IPv6 ABNF and URI comparison rules			
	RFC 6086 – SIP INFO packages			
17	Supported SDP-related RFCs			
	RFC 2327 – SDP			
	RFC 3266 – Support for IPv6			
	RFC 3605 – RTCP attribute in SDP			
	RFC 3890 – Transport-independent bandwidth modifier			
	RFC 4091 – Alternative Network Address Types (ANAT)			
	RFC 4566 – SDP-new			
	RFC 4567 – Key management extensions			
	RFC 4568 – Security descriptions (SDescriptions)			

Sr No.	Schedule 1: Voice Platform Specifications	Compliance		Remarks
		Yes	No	
18	Supported event-package RFCs			
	RFC 3842 – Message waiting indication			
	RFC 4235 – INVITE-initiated dialog event package			
	RFC 4575 – Conference event package			
	RFC 6035 – RTCP summary event package			

c. Contact Centre Features- (Schedule- 2 is mandatory to be completed by service provider)

Sr No.	Schedule 2: Contact Centre Specifications	Compliance Yes/No		Remarks
		Yes	No	
1	General System Requirements			
	The Contact centre solution should be software-based and an omni-channel integrated solution			
	The System should be built from the ground up as a data centre application that can work in a virtualized architecture. Virtualization should be based on VMware hypervisor and support the following VMware Features			
	vMotion® – Eliminate application downtime from planned server maintenance by migrating running VMs between hosts			
	High Availability (HA) – Automatically restarts your VMs following physical machine failure			
	Site Recovery Manager (SRM): SRM is supported in Layer 2 networks only. The failover site need to allow the failed over VMs to operate with identical IP settings (IP-address, DNS, Gateways, etc).			
	Enhanced vMotion Compatibility Mode (EVC)			
	The system should provide an integrated set of features and tools that can be used to manage multiple channels of customer interaction and improve the effectiveness and efficiency of your contact centre.			
	The system should provide Next generation visualization tools for contact centre management and reporting that enable managers and supervisors to ensure optimum productivity in the contact centre.			
	The system provide an intuitive desktop for blended omni channel interaction handling that enables contact centre to improve customer service and increase interaction handling efficiency.			
	The system should provide unique multimedia presence and collaboration tools that enables it to extend contact centre to experts and decision makers across the enterprise, including in remote locations.			
	The system should provide innovative and easy-to-use communication tools for all media that optimize user productivity.			
	The system should provide visual design tools for quickly and easily creating multimedia routing strategy and queue processing workflows.			

Sr No.	Schedule 2: Contact Centre Specifications	Compliance Yes/No		Remarks
		Yes	No	
2	General features			
	<ul style="list-style-type: none"> The Solution should be a scalable solution for up to 1500 agents (24,000 BHCA) on one Server scaling to 7,500 			
	<ul style="list-style-type: none"> The Solution should provide Customer Engagement through 			
	<ul style="list-style-type: none"> Voice 			
	<ul style="list-style-type: none"> IVR 			
	<ul style="list-style-type: none"> Chat Bot (Virtual Agent) 			
	<ul style="list-style-type: none"> Speech Bot (Virtual Agent) 			
	<ul style="list-style-type: none"> Video 			
	<ul style="list-style-type: none"> Email 			
	<ul style="list-style-type: none"> Web Chat 			
	<ul style="list-style-type: none"> Social 			
	<ul style="list-style-type: none"> The Solution should provide choice between: 			
	<ul style="list-style-type: none"> Group-based Routing with agents in single or multiple groups 			
	<ul style="list-style-type: none"> Skills-based Routing for voice, e-mail, web collaboration, social, business and other processes (with Social Media / IoT) and callback contacts 			
	<ul style="list-style-type: none"> The Solution should provide Framework (to integrate media types beyond the standard media) 			
	<ul style="list-style-type: none"> The Solution should provide ready connectors for Social Media Integration 			
	<ul style="list-style-type: none"> Facebook 			
	<ul style="list-style-type: none"> Twitter 			
	<ul style="list-style-type: none"> WhatsApp 			
	<ul style="list-style-type: none"> The Solution should provide Analytics such as cradle to grave reports 			
	<ul style="list-style-type: none"> The Solution should provide Web Collaboration feature 			
	<ul style="list-style-type: none"> The Solution should provide Multi-site Networking 			
	<ul style="list-style-type: none"> The Solution should support Outbound dialling via import of a flat file, callback lists 			
	<ul style="list-style-type: none"> The Solution should support High Availability (Warm Standby) 			

Sr No.	Schedule 2: Contact Centre Specifications	Compliance Yes/No		Remarks
		Yes	No	
	<ul style="list-style-type: none"> The Solution should support CRM Ready Integration for SAP, Siebel (via SDK templates) and Microsoft CRM 			
	<ul style="list-style-type: none"> The Solution should support Multitenancy 			
	<ul style="list-style-type: none"> The Solution should support Multiple Contact Handling 			
	<ul style="list-style-type: none"> The Solution should provide Software Development Kit (SDK including REST SDK) – Integration of customized applications, Workforce Management Systems, Quality Monitoring, Dialler, etc. 			
3	Routing			
	The System should provide the following type of routing			
	<ul style="list-style-type: none"> Group-based routing 			
	<ul style="list-style-type: none"> Skills-based routing 			
	<ul style="list-style-type: none"> Routing strategy workflows 			
	<ul style="list-style-type: none"> Queue processing workflows 			
	<ul style="list-style-type: none"> Networking workflows 			
4	Agent Engagement			
	<ul style="list-style-type: none"> The Solution should provide Omni-channel interaction support 			
	<ul style="list-style-type: none"> The Solution should provide 360° customer view 			
	<ul style="list-style-type: none"> The Solution should provide User-friendly, modern interface 			
	<ul style="list-style-type: none"> The Solution should provide Agent Portal Web 			
	<ul style="list-style-type: none"> The Solution should provide Presence and collaboration with other business users to drive first customer contact resolution 			
	<ul style="list-style-type: none"> The Solution should provide Screen pop-up interface to provide basic call data such as ANI/DNIS for cost-effective, simple IT integration (e.g. interaction-dependent screen pop-up in Remedy 			
	<ul style="list-style-type: none"> The Solution should provide Multi-Language and Time Zone support 			
5	Agent Portal			
	The Agent Portal should provide the following features			
	<ul style="list-style-type: none"> Control of various phone functions such as: 			
	<ul style="list-style-type: none"> Dialling 			
	<ul style="list-style-type: none"> Accepting, transferring, holding and terminating a call 			
	<ul style="list-style-type: none"> Consulting 			

Sr No.	Schedule 2: Contact Centre Specifications	Compliance Yes/No		Remarks
		Yes	No	
	<ul style="list-style-type: none"> Initiating a conference 			
	<ul style="list-style-type: none"> Display information of active call 			
	<ul style="list-style-type: none"> Phone status overview of all agents of the same team 			
	<ul style="list-style-type: none"> Phone book with search function and import/export of contacts 			
	<ul style="list-style-type: none"> Configurable screen pop behaviour for incoming calls 			
	<ul style="list-style-type: none"> Desktop alert for incoming call/chat message 			
	<ul style="list-style-type: none"> Active contacts list 			
	<ul style="list-style-type: none"> Taskbar view option for the user interface 			
	<ul style="list-style-type: none"> Handling of call backs 			
	<ul style="list-style-type: none"> Handling of e-mails 			
	<ul style="list-style-type: none"> Activation/deactivation of call transfer 			
	<ul style="list-style-type: none"> Chat with contact centre customers via Web Collaboration integration 			
	<ul style="list-style-type: none"> Control of agent status, for example available, unavailable, wrap-up, and post-processing. 			
	<ul style="list-style-type: none"> Chat between Agents and Supervisors 			
	<ul style="list-style-type: none"> An integrated "ticker-tape" display that, like a personal wallboard, distributes real-time operational statistics and supervisor messages directly to the user's desktop. 			
	<ul style="list-style-type: none"> An integrated softphone on WebRTC technology as an option. The WebRTC Softphone should also provide option to enable 			
	<ul style="list-style-type: none"> Click-to-Contact capability from web browser. 			
	<ul style="list-style-type: none"> Video and screenshare to improve the agent engagement and contact handling 			
	<ul style="list-style-type: none"> Built in encryption (https and video data traffic) ensures secure communication 			
	<ul style="list-style-type: none"> A scaled down Web interface that enables logon, logoff, available and not available as well as allow the setting of preferred device on Mobile devices for delivering the voice conversation. 			
6	Virtual Agent			

Sr No.	Schedule 2: Contact Centre Specifications	Compliance Yes/No		Remarks
		Yes	No	
	The system should provide the options for integrating Chatbot and Speechbot through Virtual Agent			
	Chatbot			
	<ul style="list-style-type: none"> Native support for the Google CCAI solution. The Google Cloud AI is a cloud contact centre artificial intelligence solution that delivers intelligent Natural Language Processing (NLP) communication with their Dialog flow application 			
	<ul style="list-style-type: none"> API interface enhanced to support other AI (Artificial Intelligence) providers 			
	<ul style="list-style-type: none"> Chatbots invoked at company's website initiates chat conversation request 			
	<ul style="list-style-type: none"> Supports rules to invoke chatbot or handover to live agents 			
	<ul style="list-style-type: none"> Integrated in OSCC reporting 			
	<ul style="list-style-type: none"> Speechbot 			
	<ul style="list-style-type: none"> Integrate with speechbot to respond to voice contact using Googles AI services (Dialogflow, Text-To-Speech and Speech-To-Text) 			
	<ul style="list-style-type: none"> Include requeue of voice contact to a configured requeue number and external consultation if needed 			
	<ul style="list-style-type: none"> Supports natural language conversation with contact 			
7	Manager			
	The system should provide the following Manager features:			
	<ul style="list-style-type: none"> An intuitive user interface for system configuration and user administration tasks. 			
	<ul style="list-style-type: none"> A powerful design tool for creating routing strategy and queue processing workflows. 			
	<ul style="list-style-type: none"> Real-time statistics and performance data that can be distributed to user desktops or wallboards. 			
	<ul style="list-style-type: none"> Customizable real-time, cumulative, and historical reports in graphical and tabular format. 			
	<ul style="list-style-type: none"> Built-in analytic model for predicting trends in operating conditions. 			
	<ul style="list-style-type: none"> Configurable alerts, thresholds, and notifications. 			
	<ul style="list-style-type: none"> Automatic detection and identification of synchronization errors or mismatched resources. 			
	<ul style="list-style-type: none"> Mobile Supervisor application for Smartphones IOS and Android 			
8	Interfaces to Integrate			

Sr No.	Schedule 2: Contact Centre Specifications	Compliance Yes/No		Remarks
		Yes	No	
	<ul style="list-style-type: none"> The Solution should provide Interface for Email services supported 			
	<ul style="list-style-type: none"> The Solution should provide Framework for future-proof integrations 			
	<ul style="list-style-type: none"> The Solution should provide Interface for REST SDK 			
	<ul style="list-style-type: none"> The Solution should provide Interface for Voice recording 			
	<ul style="list-style-type: none"> The Solution should provide Interface for CRM integration 			
	<ul style="list-style-type: none"> The Solution should provide Interface for WFO Integration 			
	<ul style="list-style-type: none"> The Solution should provide Interface for AI such as Chatbot 			
	<ul style="list-style-type: none"> The Solution should provide Interface for Wall boards 			
	<ul style="list-style-type: none"> The Solution should provide Interface for Supporting IP-Telephony or TDM (circuit-switched) platforms and end user devices/clients 			
9	Reporting and Analytic			
	<ul style="list-style-type: none"> The Solution should provide easily customized graphical reports and real time views (+150 standard reports) such as 			
	<ul style="list-style-type: none"> Real-time and cumulative reports 			
	<ul style="list-style-type: none"> Historical reports 			
	<ul style="list-style-type: none"> Activity reports 			
	<ul style="list-style-type: none"> The Solution should provide Life of Call - a powerful analytic and reporting tool that allows contact centre management to trace and analyse not only calls, but other key activities within the contact centre. 			
	<ul style="list-style-type: none"> Analysis can be by date range, keys, filters, trends, etc. 			
	<ul style="list-style-type: none"> Various viewpoints at the click of a mouse – for example by Call, by Agent or by ANI. 			
	<ul style="list-style-type: none"> Ease-of-use-Investigate on-the-fly. Life of Call adds to existing comprehensive reporting capabilities through graphical visualizations such as the heat map. 			
10	Advance Analytics			
	The Solution should provide an option for advance analytics. The Analytics key functionality should include			
	<ul style="list-style-type: none"> Real-Time and Historical KPIs 			

Sr No.	Schedule 2: Contact Centre Specifications	Compliance Yes/No		Remarks
		Yes	No	
	<ul style="list-style-type: none"> KPI Builder Tools for custom Reports 			
	<ul style="list-style-type: none"> Dashboards 			
	<ul style="list-style-type: none"> Dashboard Builder Tools for custom Dashboards 			
	<ul style="list-style-type: none"> Wallboards 			
	<ul style="list-style-type: none"> MDS-OLAP Technology 			
	<ul style="list-style-type: none"> Cradle-to-Grave Reporting 			
	<ul style="list-style-type: none"> Multi-Source 3rd Party Integrations 			
11	Voice Portal			
	<ul style="list-style-type: none"> Voice Portal solution to deliver full interactive voice response (IVR) capabilities 			
	<ul style="list-style-type: none"> Self-Service IVR capabilities (DTMF & Speech) 			
	<ul style="list-style-type: none"> Text-to-Speech (TTS) 			
	<ul style="list-style-type: none"> Automatic Speech Recognition 			
	<ul style="list-style-type: none"> IVR should support interaction with other data-sources to compare records and initiate action based on records 			
12	Voice Recorder			
	<ul style="list-style-type: none"> The Solution should Support for native voice recording 			
	<ul style="list-style-type: none"> The voice recorder solution should provide basic capabilities including 			
	<ul style="list-style-type: none"> Record (capture), search, playback and export or sharing of agent voice conversations 			
	<ul style="list-style-type: none"> Recording management capability using the Supervisor application 			
	<ul style="list-style-type: none"> Storage of recording data. 			
	<ul style="list-style-type: none"> Security – secure built from design to realization (encrypted record files) 			
	<ul style="list-style-type: none"> GDPR compliant 			
	<ul style="list-style-type: none"> The Solution should fulfil the requirement for legal compliance of basic call recording of contact centre calls - required for most countries 			
	<ul style="list-style-type: none"> The Solution should have the capability to deeply integrated with the overall Contact Centre solution for configuration, implementation and reporting. 			

Sr No.	Schedule 2: Contact Centre Specifications	Compliance Yes/No		Remarks
		Yes	No	
	<ul style="list-style-type: none"> The Solution should provide Full-Time Passive Recording. That is every call over the monitored extensions will be recorded and an audio file generated. 			
	<ul style="list-style-type: none"> The Solution should provide Backup of recording on local drives, network share or other backup locations as required by customer. 			
	<ul style="list-style-type: none"> The Solution should deliver Recording for the use of SILM (silent monitoring capability) 			
13	Framework for Social Media and other Medias			
	<ul style="list-style-type: none"> The Framework should be built on the Omni-channel capability and seamlessly integrate with multi-channel capabilities such as universal queue, routing, viewing and reporting ensuring a consistent customer experience across all media. 			
	<ul style="list-style-type: none"> The Framework should provide an “out of box” implementation of this social media application such as Facebook, Twitter & WhatsApp 			
	<ul style="list-style-type: none"> Facebook 			
	<ul style="list-style-type: none"> Messaging to the customer's Facebook account – both direct and on timeline 			
	<ul style="list-style-type: none"> Real-time viewing of these messages on the contact centre universal queues – same as any other media type 			
	<ul style="list-style-type: none"> Configuration of this media as part of the contacts that can be handled using “multi contact handling” capability thereby increasing agent effectiveness 			
	<ul style="list-style-type: none"> Reporting – tight integration of this media type enables seamless reporting that empowers decision-making that provide increased customer satisfaction and business value 			
	<ul style="list-style-type: none"> Manager and Agent Portal should be enabled for handling of content published in Facebook as contacts by the Contact Centre. Filtering and routing should be based on keywords to ensure relevant social conversations are captured and handled by the contact centre 			
	<ul style="list-style-type: none"> Twitter 			
	<ul style="list-style-type: none"> intelligent routing and handling of Twitter messages 			
	<ul style="list-style-type: none"> enables real-time and historical reporting 			
	<ul style="list-style-type: none"> tight integration with all existing capabilities such as contact handling by virtual agent/chatbot 			
	<ul style="list-style-type: none"> Contact Centre should handle two types of Twitter contacts – Tweets and Direct messages. Tweets are posts published with a hashtag (#) or a mention (@) and Direct 			

Sr No.	Schedule 2: Contact Centre Specifications	Compliance Yes/No		Remarks
		Yes	No	
	messages are one-to-one messages sent to the company twitter user.			
	<ul style="list-style-type: none"> WhatsApp 			
	<ul style="list-style-type: none"> Messages to a WhatsApp user should be identified by Contact Centre and route it to a free / skilled agent for contact handling. 			
	<ul style="list-style-type: none"> Intelligent routing and handling of WhatsApp messages 			
	<ul style="list-style-type: none"> Real-time and historical reporting 			
	<ul style="list-style-type: none"> Tight integration with all capabilities including contact handling by agent or chatbot 			

5. EVALUATION

5.1 The Two Stage Evaluation Methodologies

5.1.1 STAGE 1a: Administrative Evaluation

A paper based administrative evaluation will be carried out on all the bids received and if any of the under mentioned documents are not signed and attached such a bid will be eliminated from further evaluation.

NOTE. Mandatory documentation required for evaluation purposes. Failure to comply will lead to disqualification.

- Submission of a fully completed and duly signed bid on the original tender document (RFP pack section 1) with all of the pages included. Failure to submit any one of the pages will result in the bidder being disqualified.
- Submission of a fully completed and duly signed bid price schedule as per section two (2) of the RFP pack with all of the pages included. Failure to submit any one of the pages will result in the bidder being disqualified.
- Submission of a completed and duly signed Bid Commitment and Declaration of Interest (RFP04).
- Submission of a completed and duly signed Declaration of Bidder's Past Supply Chain Management Practices (SBD08).
- Submission of a completed and duly signed Certificate of Independent Bid Determination (SBD09).
- It is mandatory to complete a Price Schedule (On Annexure –A).

- g. It is mandatory to complete a tick box under site requirements (On page 16)
- h. It is mandatory to complete a tick box under voice platform specifications schedule 1(On Page 17- 30).
- i. It is mandatory to complete a tick box under contact centre specifications Schedule 2 (On Page 30 -38).
- j. Valid certified copy of Independent Communication Authority of South Africa (ICASA) Certificate.

NB. Additional documentation required (not for Elimination)

- a. Proof of registration on Central Supplier Database (CSD) Report or valid MAAA number.
- b. SARS TCC PIN number.
- c. Valid certified copy of B-BBEE certificate (only B-BBEE Status Level verification certificates from B-BBEE verification agencies accredited by SANAS with BVA number will be accepted) or;
- d. Valid sworn affidavit issued by the DTI or the CIPC for bidders who qualify as an Exempted Micro Enterprises (EME) or Qualifying Small Enterprise (QSE). (Valid sworn affidavit must comply with the Justices of the Peace and Commissioners of Oaths Act).
- e. In case of a trust, consortium or joint venture a consolidated B-BBEE Status Level Verification Certificate from B-BBEE verification agencies accredited by SANAS must be submitted.
- f. Bidders are required to register on the Electronic Invoice System (EIS) by sending e-mail to: eisregistration@gauteng.gov.za.

5.2 STAGE 1b: Paper based / Functionality Evaluation

A bidder that scores less than **90** points out of **100** in respect of functionality will be regarded as submitting a non-responsive proposal and will be disqualified. Service provider who will meet the minimum functionality score will be shortlisted for Price and Preference points evaluation.

NO	CRITERIA FOR FUNCTIONALITY:	POINTS
1.	<p>1.1 Company Previous Experience in implementing enterprise-wide systems or similar projects (Contactable Reference letters indicating the type of system with corresponding completion certificate, name of the project, duration and its completion date must be attached). (20)</p> <ul style="list-style-type: none"> i. 3 or more reference letters for projects completed: (20) ii. 1 and 2 reference letters for projects completed: (10) iii. 0 reference letters project completed: (0) <p>NB: (Failure to submit required reference letters as stated on 1.1 above and completion Certificates signed by the client will result in the bidder getting zero points).</p>	20
2.	<p>2.1 Human Resources:</p> <ul style="list-style-type: none"> a. Project Manager two (2) with a minimum NQF-Level 6 in project Management Qualifications (CV's with certified copies of qualifications must be attached). (10) <ul style="list-style-type: none"> i. 6 years or more experience: (10) ii. 4 to less than 6 years' experience: (7) iii. 2 to 4 years' experience: (5) iv. 0 to less than 2 years' experience: (0) b. Solution Architect two (2) with a minimum Unify product specific Qualifications (CV's with certified copies of qualifications must be attached). (10) <ul style="list-style-type: none"> i. 6 years or more experience: (10) ii. 4 to less than 6 years' experience: (7) iii. 2 to 4 years' experience: (5) iv. 0 to less than 2 years' experience: (0) c. Service Delivery Manager one (1) with a minimum NQF-Level 6 and ITIL Foundation Qualification (CV's with certified copies of qualifications must be attached). (10) <ul style="list-style-type: none"> i. 6 years or more experience: (10) ii. 4 to less than 6 years' experience: (7) iii. 2 to 4 years' experience: (5) iv. less than 2 years' experience: (0) 	60

NO	CRITERIA FOR FUNCTIONALITY:	POINTS
	<p>d. Senior System Specialist one (1), with a minimum Unify specialist product specific Qualification (CV's with certified copies of qualifications must be attached). (10)</p> <ul style="list-style-type: none"> i. 6 years or more experience: (10) ii. 4 to less than 6 years' experience: (7) iii. 2 to 4 years' experience: (5) iv. 0 to less than 2 years' experience: (0) <p>e. Communications Engineer three (3) with a minimum Unify product specific Qualification (CV's with certified copies of qualifications must be attached). (10)</p> <ul style="list-style-type: none"> i. 6 years or more experience: (10) ii. 4 to less than 6 years' experience: (7) iii. 2 to 4 years' experience: (5) iv. less than 2 years' experience: (0) <p>f. On-site Unify communications resource one (1) with a minimum Unify product specific Qualification (CV's with certified copies of qualifications must be attached). (5)</p> <ul style="list-style-type: none"> i. 6 years or more experience: (5) ii. 4 to less than 6 years' experience: (3) iii. 2 to 4 years' experience: (2) iv. less than 2 years' experience: (0) <p>g. On-site Proteus TMS administration resource one (1) with a minimum Proteus administration Qualification (CV's with certified copies of qualifications must be attached). (5)</p> <ul style="list-style-type: none"> i. 6 years or more experience: (5) ii. 4 to less than 6 years' experience: (3) iii. 2 to 4 years' experience: (2) iv. less than 2 years' experience: (0) <p>NB: (Failure to submit certified qualifications not older than three months, registration documents, and CV's will result in the bidder getting zero points. (Only Originally certified copies will be allowed).</p>	
3.	<p>3.1 Project Implementation indicating Skills transfer, Transition that outlines the full seamless take on from day 1 and Transformation Plans (within 60 days). (20)</p> <p>3.1.1 Provide a detailed project implementation plan detailing a work breakdown schedule, aligned to a transition and transformation ongoing support improvement plan. (15)</p>	20

NO	CRITERIA FOR FUNCTIONALITY:	POINTS
	<p>a. Voice Phase 1 – Transition (5)</p> <ul style="list-style-type: none"> i. Time frame begin on the services effective date to last day of forth month after services effective date (1) ii. Management and support of all existing voice equipment (1) iii. Provide voice cutover plan with existing infrastructure or a mix of existing and new (1) iv. Begin to provision, perform deployment test and implement the new Convergence Capable infrastructure (1) v. Provide GDE with initial draft of VOIP and IPT implementation plan within ninety (90) days after the services effective date for review and comments by GDE thirty (30) days thereafter (1) <p>b. Voice Phase 2 – Transformation (5)</p> <ul style="list-style-type: none"> i. Provide the Voice Services using the existing infrastructure or a mix of the existing infrastructure and the new, Convergence Capable infrastructure as the new infrastructure is implemented and tested, and as cutover is approved by GDE, whichever the case may be, and decommissioning commenced, in accordance with the Voice Cutover Plan (3) ii. Time frame shall being first day of fifth month after services effective date and extend thorough the last day of the ninth month after services effective date (1) iii. Complete provisioning, deployment testing and implementation of new Convergence Capable infrastructure (1) <p>c. Voice Phase 3 – Ongoing Support and Improvements (5)</p> <ul style="list-style-type: none"> i. Provide the voice services using using the new, Convergence Capable infrastructure to the extent that such infrastructure is required under the Voice Implementation Plan to be in place by such time (3) ii. Time frame first day of the tenth month after the services effective date until the term is terminated or expires (2) <p>d. Skills transfer plan (Technical and End-User). (5)</p> <p>NB: (Failure to provide a detailed implementation plan as per paragraph (a) above will result in a bidder scoring zero points).</p>	
	TOTAL	100
	MINIMUM THRESHOLD	90

5.3 **Stage 2 (b): Preferential Points**

Contract will be awarded in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) (R502: Preferential Procurement Regulation, 1 April 2017 Gazette Number 10684). Responsive bids will be adjudicated in terms of (90/10) preference point system in terms of which points are awarded to bidders on the basis of:

AREAS		POINTS
Price		90
B-BBEE Status Level of Contributor	Number of Points	10
1	10	
2	9	
3	8	
4	5	
5	4	
6	3	
7	2	
8	1	
Non -Compliant Contributor	0	
	Total	100

6. FORMAT AND SUBMISSION OF BIDS

Each RFP shall comprise of at least the following, bound and clearly indexed: -

Section A	Standard SBD documents as per paragraph 5.1 (a – j)
Section B	<p>Administrative Evaluation (a – f)</p> <p>Additional Requirements</p> <ul style="list-style-type: none"> • Proof of registration on Central Supplier Database (CSD) Report or valid MAAA number. • SARS TCC PIN number. • Valid certified copy of B-BBEE certificate (only B-BBEE Status Level verification certificates from B-BBEE verification agencies accredited by SANAS with BVA number will be accepted) or; • Valid sworn affidavit issued by the DTI or the CIPC for bidders who qualify as an Exempted Micro Enterprises (EME) or Qualifying Small Enterprise (QSE). (Valid sworn affidavit must comply with the Justices of the Peace and Commissioners of Oaths Act). • In case of a trust, consortium or joint venture a consolidated B-BBEE Status Level Verification Certificate from B-BBEE verification agencies accredited by SANAS must be submitted.

	<ul style="list-style-type: none"> Bidders are required to register on the Electronic Invoice System (EIS) by sending e-mail to: eisregistration@gauteng.gov.za.
Section C	<ul style="list-style-type: none"> Submission of completed mandatory system requirement (as per paragraph 5.2) Submission of company profile including: Project Implementation plan, skills transfer plan, reference letters, completion certificates, CV's and certified qualifications.

7. TERMS AND CONDITIONS

- 7.1 Successful bidder/s must be in a position to commence work upon appointment.
- 7.2 Application security standards must be adhered to, to ensure systems is not vulnerable to threats.
- 7.3 All governance and project documentation must be completed by the service provider and handed over to the department.
- 7.4 GDE will use its own discretion for vetting of the bidders.
- 7.5 The successful service provider must provide a complete close out report at the end of the contract.
- 7.6 The department has a prerogative to appoint more than one service provider.
- 7.7 GDE also has the right to terminate the contract at any stage if there is substantive proof of inefficiency in the delivery of the service.
- 7.8 In an event that there is a Joint Venture, all parties must meet all compliance requirements as contained in the Terms of Reference.
- 7.9 The successful bidder cannot cede the contract to any other provider after appointment, unless a written approval is obtained from GDE.

8. TIME FRAMES

OUTPUT	PERIOD
Invitation of Service provider to upgrade, integrate and maintain the current Unify Voice Platform and Centralised Proteus TMS at the Gauteng Department of Education Head Office (GDE), District Offices and District Teacher Development Centres for a specific term period of three (3) years.	Three (3) Years

9. PENALTIES/WARRANTIES

- 9.1 If it is shown that errors or shortcomings exist within the service provided, the bidder shall be notified in writing and shall be required to perform corrective services within seven (7) days to remedy such errors at no cost to the Department of Education.
- 9.2 The GDE reserves the right to reject work that does not meet the required standard and engage a different service provider to complete the work. The Department shall serve thirty (30) days written notice for termination of contract in the case of non-performance.
- 9.3 The GDE reserves the right to inspect or audit any document pertaining to this contract within one year of the date of expiry of the contract. This may also include queries and complaints.
- 9.4 Should any audit or inspection reveal that the Contractor has not complied with any of the terms of this contract, the Contractor will be liable for the cost of the audit or inspection as well as the cost of any losses incurred by the State associated with such non-compliance.
- 9.5 The department also has the right to terminate the contract at any stage if there is substantive proof of inefficiency in the delivery of the service.

10. INSTRUCTIONS FOR THE PROPOSAL

- 10.1 This Request for Proposal (RFP) does not constitute an offer. The RFP intends to provide enough information for the preparation and submission of comparable proposals by the Bidders.
- 10.2 To facilitate the review of all the proposals, all Bidders must compile their responses in the format, marked as Pricing Schedule. Only the requested information should be inserted and no changes to the layout should be made.
- 10.3 GDE requires a clear, concise and factual response. Bidder(s) shall consult, in writing, with the authorised representative of GDE should there appear to be any discrepancy, ambiguity or uncertainty pertaining to the meaning or effect of any description, dimension, quality, quantity or any other information contained in this RFP.
- 10.4 Proposals must be compiled in the following manner (non-compliance may eliminate your bid):
- a. Clear indexing of the proposal content must be included.
 - b. One (1) original proposal (marked "original") must be submitted.
 - c. One (1) copy of the proposal (marked copy) must be submitted.

- 10.5 All proposals must be delivered sealed. The following information must appear on the outside of the sealed proposal:
- a. Description of proposal.
 - b. RFP Number.
 - c. Closing date and time.
- 10.6 In the case of Joint Ventures, proposal must contain
- a. Teaming Agreement.
 - b. Original or certified copy of consolidated BEE / CSD certificate.
- 10.7 Tender Costs
- a. The Bidder will be liable for all costs incurred in response to this request.
- 10.8 Proposals submitted after the specified closing date and time will not be considered.

11. DECLARATION

I/We the undersigned hereby declare that I/We have read and understand the above and agree to be bound by the stated terms and conditions.

Name of Bidder:

Name of contact person.....

Capacity.....

Signature.....

Date.....



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Registered Supplier Confirmation

Page 1 of 1

THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

SUPPLIERS ARE REQUIRED TO PROVIDE THEIR REGISTERED CENTRAL SUPPLIER DATABASE (CSD) NUMBER _____

For confirmation of your supplier number and/or any assistance please call the GPT Call Centre on **0860 011 000**.

Registered Suppliers to ensure that all details completed below are CURRENT.

MANDATORY SUPPLIER DETAILS			
GPT Supplier number			
Company name (Legal & Trade as)			
Company registration No.			
Tax Number			
VAT number (If applicable)			
COIDA certificate No.			
UIF reference No.			
Street Address		Postal Address	
CONTACT DETAILS			
Contact Person		Telephone Number	
Fax Number		Cell Number	
e-mail address		Principal's Id number	
BANKING DETAILS (in the name of the Company)			
Bank Name		Branch Code	
Account Number		Type of Account	

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

Name(s) & Signature(s) of Bidder(s)

DATE:



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Tax Clearance Requirements

Page 1 of 1

IT IS A CONDITION OF BIDDING THAT -

- 1.1 The taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with the South African Revenue Service to meet his / her tax obligations.
- 1.2 The South African Revenue Service (SARS) from the 18 April 2016 has introduced an enhanced Tax Compliance Status System, whereby taxpayers will obtain their Tax Compliance Status (TCS) PIN instead of original Tax Clearance Certificate hard copies.
- 1.3 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.
- 1.4 Application for Tax Compliance Status (TCS) or PIN may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
- 1.5 In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Compliance Status (TCS) / PIN / CSD Number.
- 1.6 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD Number must be provided.

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | | | | | |
|-----|---|-----|--------------------------|----|--------------------------|
| 2.1 | Is the bidder a resident of the Republic of South Africa (RSA)? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.2 | Does the bidder have a branch in RSA? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.3 | Does the bidder have a permanent establishment in the RSA? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.4 | Does the bidder have any source of income in the RSA? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS/TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER ABOVE 1.4 ABOVE.



Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

The latest financial statements for the last two years are required (except if it is a new or a dormant entity)

- a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.
- b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)
- c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.
- d) If it is a new or dormant entity an opening set of financial statements must be submitted with the tender document. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be attached.
- e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.
- f) In cases where the entity has operated for a period more than a year but less than two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.

SBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) 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 *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

SBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

SBD 9

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.

SBD 9

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

Js914w 2

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

8. Inspections, tests and analyses

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

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

- provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)