

**TENDER NO: PT21/034**



public works  
& infrastructure

**Department:**  
Public Works and Infrastructure  
**REPUBLIC OF SOUTH AFRICA**

Private Bag x229, Pretoria, 0001, Tel: 012 310 5928, Cell 082 676 0800,  
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## **TENDER DOCUMENT**

**INVITATION TO TENDER FOR: NETWORK EQUIPMENT AND TELEPHONY:**

**IT INFRASTRUCTURE INSTALLATIONS SERVICES**

**FOR THE PROJECT:**  
**PRETORIA: 38 CHRCH SQUARE BUILDING: NETWORK EQUIPMENT AND TELEPHONY.**

**ADVERT DATE: 01 FEBRUARY 2022**

**CLOSING DATE: 02 MARCH 2022**

**ENQUIRIES: LVHUWANI RAMALATA**  
**TEL: 012 310 5928/082 676 0800**

**GENERAL ENQUIRIES: MJ JEREMIA NKAMBULE**  
**TEL: 012 310 5028**

**TECHNICAL ENQUIRIES: MR DINTHENG MATLALA**  
**TEL: 012 406 2324/078 549 4966**

**Name of tenderer:.....**

**ISSUED BY:**  
**THE DIRECTOR-GENERAL**  
**DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE**

## DPW-07 (FM): FORM OF OFFER AND ACCEPTANCE

Tender no: PT21/034

### OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

Supply and Installation of IT Infrastructure Services: Network Equipment And Telephony for 38 Church Square Building.

The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tenderer offers to perform all of the obligations and responsibilities of the Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX (All applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies ) IS:**

<b>Rand (in words):</b>	
<b>Rand in figures:</b>	R

The award of the tender may be subjected to price negotiation with the preferred tender(s). The negotiated and agreed price will be considered for acceptance as **a firm and final offer**.

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the tender data, whereupon the Tenderer becomes the party named as the Service Provider in the conditions of contract identified in the contract data.

**THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY:** (cross out block which is not applicable)

Company or Close Corporation: ..... ..... And: Whose Registration Number is: ..... And: Whose Income Tax Reference Number is: ..... CSD supplier number: .....	OR	Natural Person or Partnership: ..... ..... Whose Identity Number(s) is/are: ..... Whose Income Tax Reference Number is/are: ..... CSD supplier number: .....
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**AND WHO IS (if applicable):**

Trading under the name and style of: .....

**AND WHO IS:**

Represented herein, and who is duly authorised to do so, by:  Mr/Mrs/Ms: ..... In his/her capacity as: .....	<b>Note:</b>  <b>A Resolution / Power of Attorney, signed by all the Directors / Member / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.</b>
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**SIGNED FOR THE TENDERER:**

Name of representative	Signature	Date

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**WITNESSED BY:**

Name of witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

The official documents ..... ☐The official alternative ..... ☐Own alternative (only if documentation makes provision therefore) ☐

(N.B.: Separate Offer and Acceptance forms  
are to be completed for the main and for  
each alternative offer)

**SECURITY OFFERED:**

The Service Provider will provide one of the following forms of security:

(1) Cash deposit of 2.5% of the Contract Sum (excl. VAT) Yes ☐ No ☐(2) Variable guarantee of 2.5% of the Contract Sum (excl. VAT) (DPW-10.5: FM) Yes ☐ No ☐(3) Retention of 2.5% of the Contract Sum (excl. VAT) Yes ☐ No ☐(4) 1.25% cash deposit and 1.25% retention of the Contract Sum (excl. VAT) Yes ☐ No ☐

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

The Tenderer elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

**Other Contact Details of the Tenderer are:**

Telephone No. .... Cellular Phone No. ....

Fax No. ....

Postal address .....

Banker ..... Branch .....

Bank Account No. .... Branch Code .....

Registration No of Tenderer at Department of Labour .....

**ACCEPTANCE**

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Tenderer's offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

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**The terms of the contract, are contained in:**

- Part 1 Agreements and contract data, (which includes this agreement)  
 Part 2 Pricing data  
 Part 3 Scope of work.  
 Part 4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the tenderer, provided that the Employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now Service Provider) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of the schedule of deviation to this agreement if applicable), this agreement shall constitute a binding contract between the parties.

**For the Employer:**

Name of signatory	Signature	Date

<b>Name of Organisation:</b>	Department of Public Works
<b>Address of Organisation:</b>	

**WITNESSED BY:**

Name of witness	Signature	Date

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**Schedule of Deviations**

<b>1.1.1. Subject:</b>
<b>Detail:</b>
<b>1.1.2. Subject:</b>
<b>Detail:</b>
<b>1.1.3. Subject:</b>
<b>Detail:</b>
<b>1.1.4. Subject:</b>
<b>Detail:</b>
<b>1.1.5. Subject:</b>
<b>Detail:</b>
<b>1.1.6. Subject:</b>
<b>Detail:</b>

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

## PA-04 (GS): NOTICE AND INVITATION TO BID

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF IT infrastructure  
for 38 Church Square Building – Network Equipment and Telephony

<b>Project title:</b>	38 Church Square Building: IT Infrastructure Installations: Network Equipment and Telephony		
<b>Bid no:</b>	PT21/034		
<b>Advertising date:</b>	<b>01 FEBRUARY 2022</b>	<b>Closing date:</b>	<b>02 MARCH 2022</b>
<b>Closing time:</b>	<b>11H00</b>	<b>Validity period:</b>	<b>60 days</b>

Only bidders who are responsive to the following responsiveness criteria are eligible to submit bids:

<input checked="" type="checkbox"/>	Bid offer must be properly received on the bid closing date and time specified on the invitation, fully completed and signed in ink.
<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the Legal Entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
<input checked="" type="checkbox"/>	Submission of other compulsory returnable schedules / documents as per (PA-09 (GS)): List of returnable documents.
<input checked="" type="checkbox"/>	Submission of (PA-11): Declaration of Interest and Bidder's Past Supply Chain Management Practices
<input checked="" type="checkbox"/>	<i>(insert additional responsiveness criteria)</i> Submission of (PA-29): Certificate of Independent Bid Determination.
<input checked="" type="checkbox"/>	<b>Registration on National Treasury's Central Supplier Database (CSD)</b>
<input type="checkbox"/>	Copy of joint venture agreement if bidder is a joint venture and / or consortium.
<input checked="" type="checkbox"/>	Use of correction fluid is prohibited
<input checked="" type="checkbox"/>	Compliance with Pre-qualification criteria for Preferential Procurement (Item 6.2 must be completed)
<input type="checkbox"/>	Compliance to Local Production and Content requirements as per PA36 and Annexure C
<input checked="" type="checkbox"/>	Bill of Quantities must be fully completed and signed
<input checked="" type="checkbox"/>	(OEM) Original Equipment Manufacturer's letter confirming the partner status e.g. gold or platinum
<input checked="" type="checkbox"/>	Submission of fully signed Form of Offer and Acceptance (DPW-07)
<input checked="" type="checkbox"/>	Submission of original or certified copy of BBBEE certificate. In case of joint venture agreement a consolidated BBBEE certificate must be submitted.

***Tenderer must comply with the Pre-qualification criteria for Preferential Procurement listed below***

<input checked="" type="checkbox"/>	A tenderer having stipulated minimum B-BBEE status level of contributor: <input checked="" type="checkbox"/> Level 1 or <input checked="" type="checkbox"/> Level 2 or <input type="checkbox"/> Level 3
<input type="checkbox"/>	An EME or QSE
<input type="checkbox"/>	A tenderer subcontracting a minimum of 30% to: <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are youth <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are women <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people with disabilities

	<input type="checkbox"/> An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships <input type="checkbox"/> A co-operative which is at least 51% owned by black people <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are Military veterans <input type="checkbox"/> An EME or QSE;
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This bid will be evaluated according to the preferential procurement model in the PPPFA:  
(Tick applicable preference point scoring system)

<input checked="" type="checkbox"/> <b>80/20</b> Preference points scoring system	<input type="checkbox"/> <b>90/10</b> Preference points scoring system	<input type="checkbox"/> <b>Either 80/20 or 90/10</b> Preference points scoring system
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In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

**Note:** Functionality will be applied as a prequalification criterion. Such criteria is used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.

<b>Minimum functionality score to qualify for further evaluation:</b>	<b>50</b>
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<b>Functionality criteria:</b>	<b>Weighting factor:</b>
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<p>Technical:</p> <ul style="list-style-type: none"> <li>- Bidder must provide required equipments and solution architecture focusing on integration into the existing Cisco network and telephony systems. The solution should cover the following:             <ul style="list-style-type: none"> <li>- The solution architecture of the 2 buildings, namely 38 Church to 40 Church</li> <li>- Network solution and telephony solution</li> <li>- Bill of Material covering all equipments required with pricing</li> <li>- Operate independently of the existing infrastructure</li> <li>- System should be able to be expanded</li> <li>- Project Management and implementation plan.....= 5</li> </ul> </li> <li>-Bidder must provide required equipments and solution architecture focusing on integration into the existing Cisco network and telephony systems. The solution should cover the following:             <ul style="list-style-type: none"> <li>- The solution architecture of the 2 buildings, namely 38 Church to 40 Church</li> <li>- Network solution and telephony solution</li> <li>- Bill of Material covering all equipments required with pricing</li> <li>- Operate independently of the existing infrastructure</li> <li>- Project Management and implementation plan.....= 4</li> </ul> </li> <li>-Bidder must provide required equipments and solution architecture focusing on integration into the existing Cisco network and telephony systems. The solution should cover the following:             <ul style="list-style-type: none"> <li>- The solution architecture of the 2 buildings, namely 38 Church to 40 Church</li> <li>- Network solution and telephony solution</li> <li>- Bill of Material covering all equipments required with pricing</li> <li>- Project Management and implementation plan.....= 3</li> </ul> </li> <li>-Bidder must provide required equipments and solution architecture focusing on integration into the existing Cisco network and telephony systems. The solution should cover the following:             <ul style="list-style-type: none"> <li>- The solution architecture of the 2 buildings, namely 38 Church to 40 Church</li> <li>- Network solution and telephony solution</li> <li>- System should be able to be expanded</li> <li>- Project Management and implementation plan.....= 2</li> </ul> </li> <li>-Bidder must provide required equipments and solution architecture focusing on integration into the existing Cisco network and telephony systems. The solution should cover the following:             <ul style="list-style-type: none"> <li>- The solution architecture of the 2 buildings, namely 38 Church to 40 Church</li> <li>- Project Management and implementation plan.....= 1</li> </ul> </li> </ul>	<p><b>30</b></p>
<p>Company's Past Projects:</p> <p>Bidder must provide proof of minimum (6) Cisco Network and Telephony projects implemented in the past 5yrs, i.e. from 2016 to date</p> <ul style="list-style-type: none"> <li>- 10 plus Network Projects = 5</li> <li>- 9 Network projects = 4</li> <li>- 8 Network projects = 3</li> <li>- 7 Network projects = 2</li> <li>- 6 Network projects = 1</li> <li>- Less than 6 Network projects = 0</li> </ul>	<p><b>25</b></p>



<p><b>Skill Availability:</b></p> <ul style="list-style-type: none"> <li>- Must provide 2 CVs of Engineers that will implement the solution (Minimum CISCO Certified; MCSE; Voice Specialists with 2 - 3 years relevant experience)--- ----- = 1</li> <li>- Must provide 2 CVs of Engineers that will implement the solution (Minimum CISCO Certified; MCSE; Voice Specialists with 4 - 5 years relevant experience) -- ----- = 2</li> <li>- Must provide 2 CVs of Engineers that will implement the solution (Minimum CISCO Certified; MCSE; Voice Specialists with 6 - 7 years relevant experience) -- ----- = 3</li> <li>- Must provide 2 CVs of Engineers that will implement the solution (Minimum CISCO Certified; MCSE; Voice Specialists with 8 - 9 years relevant experience) -- ---- = 4</li> <li>- Must provide 2 CVs of Engineers that will implement the solution (Minimum CISCO Certified; MCSE; Voice Specialists with 10 -11 years relevant experience)- ----- = 5</li> </ul>	<b>20</b>
<p><b>Financial Capability:</b>Bidder must provide proof of Cisco Based Network and Telephony projects implemented to the minimum value of R6 million</p> <ul style="list-style-type: none"> <li>- Project value R10 million plus = 5</li> <li>- Project value R9 million – R9 999 999.00 = 4</li> <li>- Project value R8 million – R8 999 999.00 = 3</li> <li>- Project value R7 million – R7 999 999.00 = 2</li> <li>- Project value R6 million – R6 999 999.00 = 1</li> <li>- Project value less R6 million = 0</li> </ul>	<b>25</b>
<b>Total</b>	<b>100 Points</b>

Subject to sub-regulation 6(2) and /or 7(2), points must be awarded to a tenderer for attaining B-BBEE status level contributor in accordance with the table below:

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

- The points scored by a tenderer in respect of the level of BBBEE contribution contemplated in sub regulation 6(2) and 7(2) must be added to the points scored for price as calculated in accordance with sub regulation 6(1) and 7(1) respectively
- Subject to regulation 11(1), the contract must be awarded to the tenderer who scores the highest total number of points.

- A contract may be awarded to a tenderer that did not score the highest total number of points, only in accordance with section 2 (1) (f) of the Act

**COLLECTION OF BID DOCUMENTS:**

- ☒ Bid documents are available for free download on e-Tender portal [www.etenders.gov.za](http://www.etenders.gov.za)
- ☒ Alternatively; Bid documents may be collected during working hours at the following address 251 Nina Sita & Thabo Sehume Street, AVN Building, Pretoria. A non-refundable bid deposit of R **500.00** is payable, (Cash only) is required on collection of the bid documents.
- ☐ A **select** pre bid meeting with representatives of the Department of Public Works will take place at **insert address** on **dd/mm/yyyy** starting at **insert time**. Venue **insert venue**. (if applicable)

**ENQUIRIES RELATED TO BID DOCUMENTS MAY BE ADDRESSED TO:**

<b>DPW Project Leader:</b>	Livhuwani Ramalata	<b>Telephone no:</b>	012 310 5928
<b>Cell no:</b>	082 676 0800	<b>Fax no:</b>	N/A
<b>E-mail:</b>	Livhuwani.ramalata@dpw.gov.za		

**DEPOSIT / RETURN OF BID DOCUMENTS:**

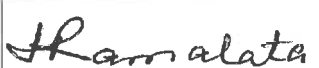
Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the bid document.

All tenders must be submitted on the official forms –

<p><b>BID DOCUMENTS MAY BE POSTED TO:</b></p> <p>THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X <b>229</b>  <b>Pretoria</b> <b>0001</b></p> <p>ATTENTION: <b>PROCUREMENT SECTION: ROOM G03</b></p> <p><i>POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT</i></p>	OR	<p><b>DEPOSITED IN THE TENDER BOX AT:</b></p> <p><b>251 Nana Sita &amp; Thabo Sehume Street</b> <b>AVN Building</b> <b>Cnr Nana &amp; Thabo Sehume Street</b> <b>Room G03</b></p>
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**COMPILED BY:**

Livhuwani Ramalata		Project Manager	31/01/2022
Name of Project Leader	Signature	Capacity	Date

## PA-09 (GS): LIST OF RETURNABLE DOCUMENTS

<b>Project title:</b>	38 Church Square Building: IT Infrastructure Installations: Network Equipment and Telephony		
<b>Project Leader:</b>	Livhuwani Ramalata	<b>Bid / Quote no:</b>	PT21/034

### 1. THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:

*(Bidders may use the "Returnable document" column to confirm documents have been completed and returned by inserting a tick)*

<b>Bid Document Name:</b>	<b>Number of Pages:</b>	<b>Returnable document:</b>
DPW-07 (FM): Form of Offer and Acceptance	04 Pages	<input type="checkbox"/>
PA-04 (GS): Notice and Invitation to bid	05 Pages	<input type="checkbox"/>
PA-10: General Conditions of Contract (GCC)	10 Pages	<input type="checkbox"/>
PA-11: Declaration of Interest and Bidder's Past Supply Chain Management Practices	04 Pages	<input type="checkbox"/>
PA-15.1: Resolution of Board of Directors	02 Pages	<input type="checkbox"/>
PA-15.2: Resolution of Board of directors to Enter Into Consortia or Joint Venture	02 Pages	<input type="checkbox"/>
PA-15.3: Special Resolution of Consortia or Joint venture	03 Pages	<input type="checkbox"/>
PA-16: Reference Points Claim Form in Terms of the Preferential Procurement Regulations 2017	06 Pages	<input type="checkbox"/>
PA-29: Certification of Independent Bid Determination	03 Pages	<input type="checkbox"/>
PA-40: Declaration of Designated Groups for Preferential Procurement	02 Pages	<input type="checkbox"/>
DPW-09 (EC): Particulars of Tenderer's Projects	02 Pages	<input type="checkbox"/>
Terms of Reference (TOR)	07 Pages	<input type="checkbox"/>
Bill of Quantities (BoQ)	08 Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>

<b>Name of Bidder</b>	<b>Signature</b>	<b>Date</b>

## **PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)**

### **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**

## PA-10: General Conditions of Contract (GCC)

### 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.

## PA-10: General Conditions of Contract (GCC)

- 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](http://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

## PA-10: General Conditions of Contract (GCC)

made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

### 6. Patent rights

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

### 7. Performance security

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

### 8. Inspections, tests and analyses

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

## PA-10: General Conditions of Contract (GCC)

- 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



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- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

### 14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:

- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

### 15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

### 16. Payment

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

### 17. Prices

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

### 22. Penalties

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

### 23. Termination for default

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

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- (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 of not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide 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 on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any 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 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 the 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 ten years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

## 24. Anti-dumping and countervailing duties and rights

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

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### 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 the 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 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 12 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.

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### 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

### 33. National Industrial Participation Programme (NIPP)

- 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.

Name of Bidder	Signature	Date

## PA-11: DECLARATION OF INTEREST AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Failure to complete this form in full and signed by the duly authorized person, as indicated on PA-15.1 or PA-15.3, shall render the tender non-responsive and will be removed from any and all further contention.

Project title:	<b>38 Church Square Building: IT Infrastructure Installations: Network Equipment and Telephony</b>		
Bid no:	PT21/034	Reference no:	

The following particulars must be furnished. In the case of a joint venture, separate declarations in respect of each partner must be completed and submitted.

### 1. CIDB REGISTRATION NUMBER (if applicable)

N/A

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

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

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

3.1 Full Name of bidder or his or her representative: .....

3.2 Identity number:.....

3.3 Position occupied in the Company (director, trustees, shareholder<sup>2</sup> ect .....)

3.4 Company Registration Number: .....

3.5 Tax Reference umber:.....

3.6 VAT Registration Number: .....

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

<sup>1</sup> "State" means –

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

<sup>2</sup> "Shareholder" means –

- (a) a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercise control over the enterprise

3.7 Are you or any person connected with the bidder presently employed by the state?

☐ YES ☐ NO

3.7.1 If so, furnish the following particulars:

Name of person / director /trustees/shareholder/ member:.....

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

Position occupied in the state institution:.....

Any other particulars:

.....  
.....

3.8 Did you or your spouse, or any of the company's directors / trustees/shareholders / members or their spouses conduct business with the state in the previous twelve months?

☐ YES ☐ NO

3.8.1 If so, furnish particulars:.....

.....

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

☐ YES ☐ NO

3.9.1 If so, furnish particulars.

.....  
.....

3.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the

evaluation and or adjudication of this bid?

☐ YES ☐ NO

3.10.1 If so, furnish particulars.

.....  
.....

3.11 Do you or any of the directors /trustees/shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?

☐ YES ☐ NO

3.11.1 If so, furnish particulars:

.....  
.....

#### 4. Full details of directors / trustees / members / shareholders.

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

#### 5. DECLARATION OF TENDERER / BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

5.1	Is the tenderer / bidder or any of its directors listed on the National Treasury's database 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 National Treasury after the audi alteram partem rule was applied).	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.2	If so, furnish particulars:		





5.3	<p><i>Is the tenderer / 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)?</i></p> <p><b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.4	If so, furnish particulars:		
5.5	<p><i>Was the tenderer / 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?</i></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.6	If so, furnish particulars:		
5.7	<p><i>Was any contract between the tenderer / bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</i></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.8	If so, furnish particulars:		

## 6. CERTIFICATION

I the undersigned (full name) \_\_\_\_\_ certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Name of Tenderer / bidder	Signature	Date	Position

This form has been aligned with SBD4 and SBD 8

## PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

**RESOLVED** that:

- The Enterprise submits a Bid / Tender to the Department of Public Works in respect of the following project:

(Project description as per Bid / Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid / Tender Document)

- \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
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20			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

**Note:**

1. \* Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by *all* the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**ENTERPRISE STAMP**

## PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

\_\_\_\_\_  
\_\_\_\_\_  
(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

**RESOLVED that:**

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

\_\_\_\_\_  
\_\_\_\_\_  
(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the Department of Public Works in respect of the following project:

\_\_\_\_\_  
\_\_\_\_\_  
(Project description as per Bid /Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid / Tender Document)

2. \*Mr/Mrs/Ms: \_\_\_\_\_  
in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)  
and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

Postal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed

**Note:**

- \* Delete which is not applicable.
- NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
- In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
- Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**ENTERPRISE STAMP**

## PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

**RESOLUTION** of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_
6. \_\_\_\_\_  
\_\_\_\_\_
7. \_\_\_\_\_  
\_\_\_\_\_
8. \_\_\_\_\_  
\_\_\_\_\_

Held at \_\_\_\_\_ *(place)*

on \_\_\_\_\_ *(date)*

### RESOLVED that:

#### RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

\_\_\_\_\_  
\_\_\_\_\_

*(Project description as per Bid /Tender Document)*

Bid / Tender Number: \_\_\_\_\_ *(Bid / Tender Number as per Bid /Tender Document)*

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

\_\_\_\_\_

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Postal code)

Postal Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Postal code)

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

### PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

The bidding enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

**Note:**

- \* Delete which is not applicable.
- NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.
- Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
- Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).



## PA16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

### 1. GENERAL CONDITIONS

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

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

1.2. The value of this bid is estimated to ~~Not Exceed~~ R50 000 000 (all applicable taxes included) and therefore the... **80/20** .....system shall be applicable.

1.3. Preference points for this bid shall be awarded for:

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

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

	POINTS
<b>1.3.1.1 PRICE</b>	<b>80</b>
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.4. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. An Exempted Micro Enterprise (EME) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

1.6. Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
- 1.8 CERTIFICATES ISSUED BY IRBA AND ACCOUNTING OFFICER HAVE BEEN DISCONTINUED; HOWEVER VALID CERTIFICATES ALREADY ISSUED BEFORE 01 JANUARY 2017 MAY BE USED UNTIL THEY PHASE OUT COMPLETELY BY DECEMBER 2017

## 2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under

section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);

- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### 4. POINTS AWARDED FOR PRICE

#### 4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**80/20                      or                      90/10**

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

## 5. Points awarded for B-BBEE Status Level of Contribution

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

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

- 5.2 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.3 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.4 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.5 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## 6. BID DECLARATION

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

## 7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: ..... = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or Sworn Affidavit for EME's and QSE's.

## 8 SUB-CONTRACTING (relates to 5.5)

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

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

(ii) the name of the sub-contractor? .....

(iii) the B-BBEE status level of the sub-contractor? .....

(iv) whether the sub-contractor is an EME/ a QSE YES / NO (delete which is not applicable)

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

## 9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm .....

9.2 VAT registration number .....

9.3 Company registration number .....

:

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

For Internal Use

Effective date 20 September 2021

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[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

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

[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate/ Sworn Affidavit, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) Disqualify the person from the bidding process;
  - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution

**WITNESSES:**

1. ....

2. ....

.....

**SIGNATURE(S) OF BIDDER(S)**

DATE:..... ADDRESS:.....

.....

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

For Internal Use

Effective date 20 September 2021

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## PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

<b>Project title:</b>	38 Church Square Building: IT Infrastructure Installations: Network Equipment and Telephony		
<b>Bid no:</b>	PT21/034	<b>Reference no:</b>	

### INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *per 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 form (PA-29) 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 (PA-29) must be completed and submitted with the bid:

---

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

**(Bid Number and Description)**

in response to the invitation for the bid made by:

---

**(Name of Institution)**

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

I certify, on behalf of: \_\_\_\_\_ that:

**(Name of Bidder)**

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



6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> 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.

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.

Name of Bidder	Signature	Date	Position

<sup>3</sup> 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.

# PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: PT21/034

Name of Tenderer .....

☐ EME<sup>1</sup> ☐ QSE<sup>2</sup> ☐ Non EME/QSE (tick applicable box)

## 1. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
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8.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No

# Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number  
## State date of South African citizenship obtained (not applicable to persons born in South Africa)

<sup>1</sup> EME: Exempted Micro Enterprise

<sup>2</sup> QSE: Qualifying Small Business Enterprise

## PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: PT21/034

### 2. DECLARATION:

**The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, hereby confirms that:**

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

**Signed by the Tenderer**

Name of representative	Signature	Date



## public works & infrastructure

Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

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### Terms of Reference

### Network Equipment and Telephony for 38 Church Square

### CONTENTS

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## 1 Background

The purpose of this document is to provide a requirement overview for the network and telephony equipment for the 38 Church Square Building.

The ICT network requirements are based on the establishment of a high speed network for the new Building. This will be an extension of the network from the 40 Church Square. To achieve this, a distribution switch at 38 Church will connect via a high speed line to the core switch in the 40 Church Square server room. To accommodate the connection between the buildings, a switch blade has to be added to the current 40 Church Square core switch. ICT services such as file, mail and domain services will still be hosted within the 40 Church Square server room, hence the need to guarantee seamless connection from the new building.

The floors will connect to the distribution switch in the data-centre using Gigabit speed switches to support the objective of providing high speed end user/device connectivity. Wireless network connectivity is also a requirement for all the floors including the boardrooms.

The high level network requirement is based on the floor plans provided, and accommodates the following:

- a. Every user will be provided with a 1Gbps LAN connection point
- b. Networks will accommodate IP telephones
- c. PoE switches will be provided to provide power to telephone
- d. The network will be deployed as a segment of the existing network in the 40 Church Square building
- e. Connectivity will be provided to the 40 Church Square network via a fibre link
- f. All network based services will be provided from or through the 40 Church Square infrastructure
- g. Switches will be deployed on each floor in the switch room and server room

## 2 Scope of work

### Network Technical Requirements

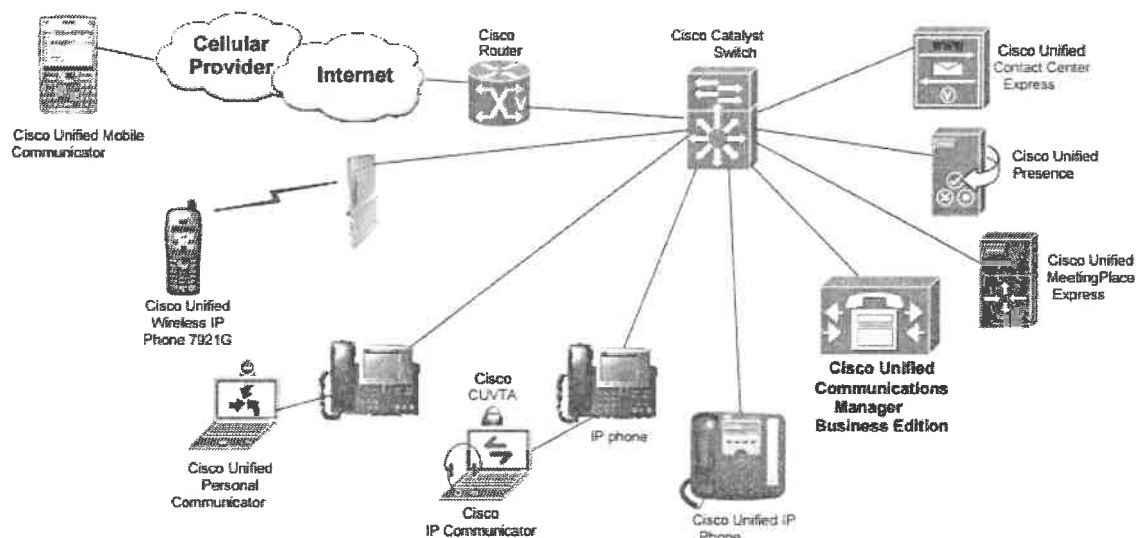
- a. Preferred types of switches – see the attached BOM
  - o Cisco Catalyst 9800-L Wireless Controller\_Fiber Uplink
  - o Catalyst 9200L 24-port PoE+, 4 x 10G, Network Essentials
  - o Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G, Advantage
  - o C9120AX Internal 802.11ax 4x4:4 MIMO;IOT;BT5;mGig;USB;RHL
  - o CISCO DNA for Wireless
  - o Cisco DNA Center Appliance (Gen 2) - 44 Core
  - o 10GBASE-SR SFP Module, Enterprise-Class
- b. Connectivity requirements between 2 buildings

- 10GB CAPABLE FIBRE MULTIMODE

### **Telephony Technical Requirement**

The proposed telephony services are based on the principle of leveraging off the existing Nortel/Avaya telephone systems and infrastructure implemented at 40 Church square and 240 Madiba streets. The current services must be expanded to accommodate the requirements of the 38 Church building, and additional infrastructure implemented to provide redundancy.

A high level diagram of the proposed system to meet requirement for 38 Church Square is provided below.



The telephony requirements for the 38 Church building are listed below:

1. SIP based IP telephones must be deployed for all users
2. The system should allow for deployment of other compliant devices, and allow for migration of older analogue and digital devices to a fully SIP based implementation
3. The telephone service must be active at all times even during power failure to the building
4. The system must be able to operate independently of the existing infrastructure at 40 Church and 240 Madiba to allow basic external services to continue in the event of failure at either or both of these sites
5. The system should be able to be expanded to allow it to become a fully independent telephone solution should the building be separated from the existing infrastructure at 40 Church and 240 Madiba.

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## **Telephony Components**

The total solution requirements are: See the attached BOM

- Cisco Business Edition 7000 UC infrastructure and Licenses
  - Cisco Unified Attendant Console
  - ATA 190
  - Cisco Unified IP Conference Phone 8831
  - Cisco IP Phone 8851
  - Cisco IP Phone 8800 Key Expansion Module
  - Cisco Unified SIP Phone 3905, Charcoal, Standard Handset
  - Cisco UC Phone 7821
  - Cisco UC Phone 7841
  - Collaboration Flex Plan 3.0
  - Flex Contact Center (20 Flex CC On-Premises UCCX Premium Concurrent Agent)
  - Cisco ISR 4331 UC Bundle, PVDM4-32, UC License
  - Cisco ISR 4351 UC Bundle, PVDM4-64, UC License
  - Cisco Unified Attendant Consoles 12.x
  - Medium Secure Network Server for ISE Applications
  - Cisco ISE Base License (Cisco ISE Base License - Sessions 500 to 999)
  - Telephone Management System (TMS) to support 2310 ports
- a. MG1010 gateway at 38 Church square
- One MG1010 to be installed and will host a PRI card for Telkom connectivity
  - PRI card in the gateway for connection to the PRI card in the new gateway at 40 church square
  - CPDC card for secondary signalling server
  - CPPM for Call Processing and dual power supplies to be connected to different power sources.
- b. MG1010 gateway at 40 Church square

- One MG1010 gateway to be installed at 40 Church Square in the same room as the existing one to enable the connection to the new CS1000E system with MCDN connectivity by means of a PRI card
- PRI card in the gateway for connection to the PRI card in the new gateway at 38 church square

### 3 Training

The bidder will be expected to provide a training plan to train the Network Administrator on the proposed software and equipment.

### 4 Service Level

The bidder is expected to adhere to the following:

- The solution will need 3 year 24 by 7 enterprise support with a 6 hour repair time on any proposed hardware and software. All Installation and related services need to be included.
- General Conditions of Contract as stipulated by National Treasury will apply
- Implement project at 38 Church Square within 60 days after receiving a purchase order
- Attend to equipment failure within 1 hour
- Ensure 99.9% uptime for the equipment

### 5 Bid Price

**Bid price must be on the Price Schedule and Form of Offer and Acceptance (PPW-07)**

### 6 Evaluation criteria

This contract will be awarded in terms of Regulations 4 of the Preferential Procurement Regulation pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), bids will be adjudicated in terms of (80/20) preference point system in terms of which points are awarded to bidders on the basis of financial & preference point system. However, prior the evaluation of bids in terms of the stated criteria, bids will be subjected to the responsiveness criteria.

The bidders have to comply with the responsiveness criteria stated in Form PA-04: Notice and Invitation to tender. Failure to comply with the responsive listed in the said document may render the bid non responsive.

No	Functionality Criteria	Weighting Factor
1	<p><b><u>Technical</u></b></p> <p>Bidder must provide required equipments and solution architecture focusing on integration into the existing Cisco network and telephony systems. The solution should cover the following:</p> <ul style="list-style-type: none"> <li>- The solution architecture of the 2 buildings, namely 38 Church to 40 Church</li> <li>- Network solution and telephony solution</li> <li>- Bill of Material covering all equipments required with pricing</li> <li>- Operate independently of the existing infrastructure</li> </ul>	30



	<ul style="list-style-type: none"> <li>- System should be able to be expanded</li> <li>- Project Management and implementation plan.....=5</li> </ul> <p>Bidder must provide required equipments and solution architecture focusing on integration into the existing Cisco network and telephony systems. The solution should cover the following:</p> <ul style="list-style-type: none"> <li>- The solution architecture of the 2 buildings, namely 38 Church to 40 Church</li> <li>- Network solution and telephony solution</li> <li>- Bill of Material covering all equipments required with pricing</li> <li>- Operate independently of the existing infrastructure</li> <li>- Project Management and implementation plan.....= 4</li> </ul> <p>Bidder must provide required equipments and solution architecture focusing on integration into the existing Cisco network and telephony systems. The solution should cover the following:</p> <ul style="list-style-type: none"> <li>- The solution architecture of the 2 buildings, namely 38 Church to 40 Church</li> <li>- Network solution and telephony solution</li> <li>- Bill of Material covering all equipments required with pricing</li> <li>- Project Management and implementation plan.....= 3</li> </ul> <p>Bidder must provide required equipments and solution architecture focusing on integration into the existing Cisco network and telephony systems. The solution should cover the following:</p> <ul style="list-style-type: none"> <li>- The solution architecture of the 2 buildings, namely 38 Church to 40 Church</li> <li>- Network solution and telephony solution</li> <li>- System should be able to be expanded</li> <li>- Project Management and implementation plan.....= 2</li> </ul> <p>Bidder must provide required equipments and solution architecture focusing on integration into the existing Cisco network and telephony systems. The solution should cover the following:</p> <ul style="list-style-type: none"> <li>- The solution architecture of the 2 buildings, namely 38 Church to 40 Church</li> <li>- Project Management and implementation plan.....= 1</li> </ul>	
2	<p><b><u>Company's Past Projects</u></b></p> <p>Bidder must provide proof of minimum (6) Cisco Network and Telephony projects implemented in the past 5yrs, i.e. from 2017 to date</p> <ul style="list-style-type: none"> <li>- 10 plus Network Projects = 5</li> <li>- 9 Network projects = 4</li> <li>- 8 Network projects = 3</li> <li>- 7 Network projects = 2</li> <li>- 6 Network projects = 1</li> <li>- Less than 6 Network projects = 0</li> </ul>	25

3	<p><b><u>Skill Availability</u></b></p> <ul style="list-style-type: none"> <li>- Must provide 2 CVs of Engineers that will implement the solution (Minimum CISCO Certified; MCSE; Voice Specialists with 2 - 4 years relevant experience)----- = 1</li> <li>- Must provide 2 CVs of Engineers that will implement the solution (Minimum CISCO Certified; MCSE; Voice Specialists with 4 - 6 years relevant experience) ----- = 2</li> <li>- Must provide 2 CVs of Engineers that will implement the solution (Minimum CISCO Certified; MCSE; Voice Specialists with 6 - 8 years relevant experience) ----- = 3</li> <li>- Must provide 2 CVs of Engineers that will implement the solution (Minimum CISCO Certified; MCSE; Voice Specialists with 8 - 10 years relevant experience) ----- = 4</li> <li>- Must provide 2 CVs of Engineers that will implement the solution (Minimum CISCO Certified; MCSE; Voice Specialists with 10 -12 years relevant experience) ----- = 5</li> </ul>	20
4	<p><b><u>Financial Capability</u></b></p> <p>Bidder must provide proof of Cisco Based Network and Telephony projects implemented to the minimum value of R6 million</p> <ul style="list-style-type: none"> <li>- Project value R10 million plus = 5</li> <li>- Project value R9 million – R9 999 999.00 = 4</li> <li>- Project value R8 million – R8 999 999.00 = 3</li> <li>- Project value R7 million – R7 999 999.00 = 2</li> <li>- Project value R6 million – R6 999 999.00 = 1</li> <li>- Project value less R6 million = 0</li> </ul>	25

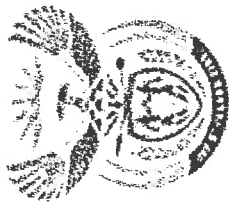
**Minimum qualification for the bidder to be considered for further evaluation is 60 points.**

## **7. Enquiries**

**Livhuwani Ramalata – Project Manager**  
**Email : [Livhuwani.Ramalata@dpw.gov.za](mailto:Livhuwani.Ramalata@dpw.gov.za)**  
**Tell : 012 310 5928**

**Jeremiah Nkambule – SCM**  
**Email : [Jeremiah.Nkambule@dpw.gov.za](mailto:Jeremiah.Nkambule@dpw.gov.za)**  
**Tell : 012 310 5028**

**..End of document.**



# Public works & infrastructure

Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

Item Name	Description	Quantity	Pricing Term	Product Family / Service Level
C9800-L-F-K9	Cisco Catalyst 9800-L Wireless Controller_Fiber Uplink	1		Wifi6 9800L Series Controller
SC9800LK9-173	Cisco Catalyst 9800-L Wireless Controller	1		Wifi6 9800L Series Controller
C9800L-RMNT	C9800 Wireless Controller Rack Mount Tray	1		Wifi6 980040 Series Controller
C9800-AC-110W	Cisco Catalyst 9800 L Wireless Controller Power Supply	1		Wifi6 980040 Series Controller
CAB-AC-C5-SAF	AC Power Cord, Type C5, South Africa	1		N/A
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	1		Cisco 800 Series Products
CON-SNTP-C9800LFL	SNTP-C24X7X4 Cisco Catalyst 9800-L Wireless Controller	1		SNTP
C9200L-24P-4X-E	Catalyst 9200L 24-port PoE+, 4 x 10G, Network Essentials	16		Catalyst 9200 Series Switch
C9200L-NW-E-24	C9200L Network Essentials, 24-port license	16		Catalyst 9200 Series Switch
PWR-C5-600WAC/2	600W AC Config 5 Power Supply - Secondary Power Supply	16		Catalyst 9200 Series Switch
CAB-C15-CBN	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	32		Cisco Wireless LAN Products
C9200L-DNA-E-24	C9200L Cisco DNA Essentials, 24-port Term license	16		C1CAT-Access-Switching-Foundation
C9200L-DNA-E-24-3Y	C9200L Cisco DNA Essentials, 24-port, 3 Year Term license	16		C1CAT-Access-Switching-Foundation
C9200L-STACK-KIT	Cisco Catalyst 9200L Stack Module	16		Catalyst 9200 Series Switch
C9200-STACK	Catalyst 9200 Stack Module	32		N/A
STACK-T4-50CM	50CM Type 4 Stacking Cable	16		Catalyst 9200 Series Switch
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	16		Cisco 800 Series Products
CON-SNTP-C920024X	SNTP-C24X7X4 Catalyst 9200L 24-port PoE+, 4 x 10G, Ne	16		SNTP
C9500-48Y4C-A	Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G, Advantage	2		Catalyst 9000

C9500-NW-A	C9500 Network Stack, Advantage		
SC9500HUK9-173	Cisco Catalyst 9500H XE.17.3 UNIVERSAL	2	Catalyst 9000
C9K-PWR-650WAC-R	650W AC Config 4 Power Supply front to back cooling	2	ESCAT
C9K-PWR-650WAC-R/2	650W AC Config 4 Power Supply front to back cooling	2	Catalyst 9000
CAB-C13-CBN	Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors	2	Catalyst 9000
C9K-F1-SSD-BLANK	Cisco pluggable SSD storage	4	Cisco Nexus 5000 Series
C9K-T1-FANTRAY	Catalyst 9500 Type 4 front to back cooling Fan	2	Catalyst 9000
C9500-DNA-48Y4C-A	C9500 DNA Advantage, Term License	4	Catalyst 9000
C9500-DNA-A-3Y	Cisco Catalyst 9500 DNA Advantage 3 Year License	2	Catalyst 9000
PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	2	Catalyst 9000
PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	6	Cisco Wireless LAN Products
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	6	Cisco Wireless LAN Series
CON-SNTP-C9504YA4	SNTPC-24X7X4 Catalyst 9500 48-port 25/100G only, Adva	2	Cisco 800 Series Products
		2	SNTP

C9120AXI-E	C9120AX Internal 802.11ax 4x4:4 MIMO;IOT;BT5;mGig;USB;R	20	Catalyst 9120 Series Access Points
SW9120AX-CAPWAP-K9	Capwap software for Catalyst 9120AX	28	Cisco Wireless LAN Products
AIR-AP-BRACKET-I	802.11 AP Low Profile Mounting Bracket (Default)	28	Cisco Wireless LAN Products
AIR-AP-T-RAIL-R	Ceiling Grid Clip for APs & Cellular Gateways-Recessed	28	Cisco Wireless LAN Products
CDNA-A-C9120	Wireless Cisco DNA On-Prem Advantage, 9120 Tracking	28	Cisco Wireless LAN Products
DNA-A-3Y-C9120	C9120AX Cisco DNA On-Prem Advantage 3Y Term, Trk Lic	28	Cisco Wireless LAN Products
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	28	Cisco 800 Series Products
C9120AXI-MULTI	Minimum Quantity = 10	28	Cisco Wireless LAN Products
CON-SNTP-C9120AXE	SNTPC-24X7X4 Cisco Catalyst 9120AX Series	28	SNTP
AIR-DNA-A	Wireless Cisco DNA On-Prem Advantage, Term Lic	28	Cisco Wireless LAN Products
AIR-DNA-A-3Y	Wireless Cisco DNA On-Prem Advantage, 3Y Term Lic	28	SW/CAT-C1-ADDON
PI-LFAS-AP-T	Prime AP Term Licenses	28	Cisco Wireless LAN Products
PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	28	Cisco Wireless LAN Series
AIR-DNA-A-T	Wireless Cisco DNA On-Prem Advantage, Term, Tracker Lic	28	NGCAT-Wireless-INFRA-Advantage
AIR-DNA-A-T-3Y	Wireless Cisco DNA On-Prem Advantage, 3Y Term, Tracker Lic	28	Cisco Wireless LAN Series
AIR-DNA-NWSTACK-A	AIR CISCO DNA Perpetual Network Stack	28	Cisco Wireless LAN Series
D-CISCODNAS-SEE-T	Cisco DNA Spaces See Term License for Cisco DNA	28	Cisco Wireless LAN Products
D-CISCODNAS-SEE-3Y	Cisco DNA Spaces See Term 3Y	28	Cisco Wireless LAN Products

AIR-DNA		CISCO DNA for Wireless			Cisco Wireless LAN Products
AIR-DNA-A		Wireless Cisco DNA On-Prem Advantage, Term Lic		1	Cisco Wireless LAN Products
AIR-DNA-A-3Y		Wireless Cisco DNA On-Prem Advantage, 3Y Term Lic		28	SWCAT-C1-ADDON
PI-LFAS-AP-T		Prime AP Term Licenses		28	Cisco Wireless LAN Products
PI-LFAS-AP-T-3Y		PI Dev Lic for Lifecycle & Assurance Term 3Y		28	Cisco Wireless LAN Series
AIR-DNA-A-T		Wireless Cisco DNA On-Prem Advantage, Term, Tracker Lic		28	NGCAT-Wireless-INFRA-Advantage
AIR-DNA-A-T-3Y		Wireless Cisco DNA On-Prem Advantage, 3Y Term, Tracker Lic		28	Cisco Wireless LAN Series
AIR-DNA-NWSTACK-A		AIR CISCO DNA Perpetual Network Stack		28	Cisco Wireless LAN Series
D-CISCODNAS-SEE-T		Cisco DNA Spaces See Term License for Cisco DNA		28	Cisco Wireless LAN Products
D-CISCODNAS-SEE-3Y		Cisco DNA Spaces See Term 3Y		28	Cisco Wireless LAN Products
AIR-DNA-TRK-3Y		CISCO DNA Wireless Term Tracker 3Y		1	N/A
DN2-HW-APL		Cisco DNA Center Appliance (Gen 2) - 44 Core			Network Management
CAB-C13-CBN		Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors		1	Cisco Nexus 5000 Series
DN2-PCIE-ID10GF		Intel X710-DA2 dual-port 10G SFP+ NIC		2	Network Management
DN2-SD-64G-S		64GB SD Card for UCS Servers		1	Network Management
DN2-PSU1-770W		Cisco UCS 770W AC Power Supply for Rack Server		1	Network Management
DN2-TPM2-002		Trusted Platform Module 2.0 for UCS servers		2	Network Management
DN2-RAID-M5		Cisco 12G Modular RAID controller with 2GB cache		1	Network Management
DN2-MSTOR-SD		Mini Storage Carrier for SD (holds up to 2)		1	Network Management
DN2-PCIE-IQ10GF		Intel X710 quad-port 10G SFP+ NIC		1	Network Management
DN2-SD19T61X-EV		1.9TB 2.5 inch Enterprise Value 6G SATA SSD		1	Network Management
DN2-SD480G611X-EV		480GB 2.5 inch Enterprise Value 6G SATA SSD		8	Network Management
DN2-CPU-I6238		Intel 6238 2.1GHz/140W 22C/30.25MB DCP DDR4 2933 MHz		2	Network Management
DN2-MR-X32G2RT-H		32GB DDR4-2933-MHz RDIMM/2Rx4/1.2v		2	Network Management
SFP-10G-LR		10GBASE-LR SFP Module		8	Network Management
DN2-HW-APL-LIC		DNAC Appliance License - 44 Core		2	Transceiver Modules
DNA-SW-2.1.2		Cisco DNA Center SW 2.1.2		1	ESCAT
CON-3SSNT-DN2HWPL		3Y SOLN SUPP 8X5XNBD Cisco DNA Center Appliance (Gen 2)		1	Network Management
				1	3SSNT
SFP-10G-SR-S=		10GBASE-SR SFP Module, Enterprise-Class		76	Transceiver Modules

BE7M-M5-K9	Cisco Business Edition 7000M (M5) Appliance, Export Restr	4	ESCAT
BE7K-PSU	Cisco UCS 1050W AC Power Supply for Rack Server	8	ESCAT
BE7K-NIC1	Intel i350 Quad Port 1Gb Adapter	8	ESCAT
BE7K-PCIERISER	Riser 1B incl 3 PCIe slots (x8, x8, x8); all slots from CPU1	4	ESCAT
BE7K-RAIDCTRLR	Cisco 12G Modular RAID controller with 4GB cache	4	ESCAT
BE7K-DISK	300GB 12G SAS 10K RPM SFF HDD	56	ESCAT
R2XX-RAID5	Enable RAID 5 Setting	4	Cisco UCS C250 M1 Rackmount Server
BE7K-RAM	16GB DDR4-2666-MHz RDIMM/PC4-21300/single rank/x4/1.2v	4	ESCAT
BE7K-CPU	2.6 GHz 6132/140W 14C/19.25MB Cache/DDR4 2666MHz	24	ESCAT
CAB-C13-C14-2M	Power Cord Jumper, C13-C14 Connectors, 2 Meter Length	4	ESCAT
BE67K-VIRTBASP-7X	Cisco BE Embedded Virt. Basic Plus 7x, BE6K/7K only	8	Cisco Nexus 3000 Series
CON-ECMU-BE67KVSP	SWSS UPGRADES Cisco BE Embedded Virt. Basic Plus 7x, B	4	ESCAT
CON-SNTP-BE7MM5K9	SNTC-24X7X4 Cisco Business Edition 7000M (M5) Applia	4	ECMU
			SNTP
ATA191-K9	2-Port Analog Telephone Adapter	57	Cisco ATA Series of Analog Telephone Adaptors
CON-SNT-ATA191KT	SNTC-8X5XNBD 2-Port Analog Telephone Adapter	57	SNT
ATA191-CLIP-IN	Power Clip for ATA191 and ATA192, India	57	N/A
CP-8832-EU-K9	8832 base in charcoal color for APAC, EMEA, and Australia	10	Cisco IP Telephony Solutions
CON-SNT-CP8832EU	SNTC-8X5XNBD 8832 base in charcoal color APAC EMEA Au	10	SNT
CP-8832-POE	Cisco IP Conference Phone 8832 PoE Accessories for Worldwide	10	Cisco IP Telephony Solutions
CP-8800-A-KEM=	8800 Series Audio KEM, 28 Button	11	Cisco IP Telephony Solutions
CON-SNT-CP8800KMA	SNTC-8X5XNBD 8800 Series Audio KEM, 28 Button	11	SNT
CP-8851-K9=	Cisco IP Phone 8851	11	Cisco IP Telephony Solutions
CON-SNT-CP8851K9	SNTC-8X5XNBD Cisco UC Phone 8851	11	SNT
CP-3905=	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	10	Cisco IP Telephony Solutions
CON-SNT-CP3905	SNTC-8X5XNBD Cisco Unified SIP Phone 3905, Charcoal,	10	SNT

CP-7821-K9= CON-SNT-CP7821K9	Cisco UC Phone 7821 SNTC-8X5XNBD Cisco UC Phone 7821	140.00 140.00	Cisco IP Telephony Solutions SNT
	Cisco UC Phone 7841 SNTC-8X5XNBD Cisco UC Phone 7841	20 20	Cisco IP Telephony Solutions SNT
CP-7841-K9= CON-SNT-CP7841K9	Collaboration Flex Plan 3.0 Basic Support for Flex Plan	1	Cisco Collaboration Subscription Included Fulfillment
A-FLEX-3 SVS-FLEX-SUPT-BAS	NU On-Premises Calling Professional	1	Collaboration Named User Subscription
A-FLEX-NUPL-P	NU On-Premises Calling Enhanced	200	Collaboration Named User Subscription
A-FLEX-NUPL-E	NU On-Premises Calling Access	20	Collaboration Named User Subscription
A-FLEX-NUPL-A	Expressway Rich Media Session - Smart Licensing (1)	60	Collaboration Named User Subscription
A-FLEX-EXPWY-RMS-S	CUBE Enhanced Trunk Session License	6	Flex 3 EA Calling
A-FLEX-ENH-CUBE	SRST Endpoints (1)	60	Flex 3 EA Calling
A-FLEX-SRST-E	Unified Communications Manager Smart License - Pro (1)	280	Flex 3 EA Calling
A-FLEX-P-PRO	Access Smart License (1)	200	Flex 3 EA Calling
A-FLEX-P-ACC	Enhanced Smart License (1)	60	Flex 3 EA Calling
A-FLEX-P-ENH	Unity Connection Smart License (1)	20	Flex 3 EA Calling
A-FLEX-P-UCXN	Emergency Responder Smart License (1)	200	Flex 3 EA Calling
A-FLEX-P-ER	On-Premises & Partner Hosted Calling SW Bundle v12.5 (1)	680	Flex 3 EA Calling
A-FLEX-SW-12.5-K9	File Storage Entitlement	1	Cisco Collaboration Subscription
A-FLEX-FILESTG-ENT	Pro Pack for Cisco Control Hub Entitlement	4400	Cisco Collaboration Subscription
A-FLEX-PROPACK-ENT	Messaging Named User Entitlement (1)	220	Cisco Collaboration Subscription
A-FLEX-MSG-NU-ENT		220	Cisco Collaboration Subscription
A-FLEX-CC	Flex Contact Center		
SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	1	Cisco Collaboration Subscription Included Fulfillment
A-FLEX-PJXPC	Flex CC On-Premises UCCX Premium Concurrent Agent	1	Cisco Collaboration Subscription
A-FLEX-J-AGT-RTU	On-Premises PCCE & UCCE, Hosted CCE & CCX Agent RTU	20	Cisco Collaboration Subscription
A-FLEX-05-12.5-K9	On-Premises UCCX Standard & Premium Media Kit v12.5	1	Included Fulfillment
A-FLEX-PJX-SVR12.5	On-Premises UCCX Standard & Premium Server v12.5 (incl 12.6)	1	Included Fulfillment
A-FLEX-PJXPAGT12.5	On-Premises UCCX Premium Agent License v12.5	20	Included Fulfillment





MEM-FLSH-4G	4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	1	Cisco 4300 Series Integrated Services Routers
PVDM4-64	64-channel DSP module	1	Cisco Promotion ISR Collaboration Packages
NIM-BLANK	Blank faceplate for NIM slot on Cisco ISR 4400	2	Cisco ASR 1000 Series
MEM-43-4G	4G DRAM (1 x 4G) for Cisco ISR 4300	1	Cisco 4300 Series Integrated Services Routers
SM-S-BLANK	Removable faceplate for SM slot on Cisco 2900, 3900, 4400 ISR	2	Cisco 3900 Series Integrated Services Routers
SISR4300UK9-166	Cisco ISR 4300 Series IOS XE Universal	1	Cisco 4300 Series Integrated Services Routers
NIM-1MFT-T1/E1	1 port Multiflex Trunk Voice/Clear-channel Data T1/E1 Module	1	Cisco ASR 1000 Series
PVDM4-32	32-channel DSP module	1	Cisco Promotion ISR Collaboration Packages
CON-SNTP-ISR4351V	SNTP-24X7X4 Cisco ISR 4351 UC Bundle, PVDM4-64, UC L	1	SNTP
ISR4431-V/K9	Cisco ISR 4431 UC Bundle, PVDM4-64, UC License	1	Cisco Promotion ISR Collaboration Packages
PWR-4430-AC	AC Power Supply for Cisco ISR 4430	1	Cisco 4400 Series Integrated Services Routers
CAB-ACSA	AC Power Cord (South Africa), C13, BS 546, 1.8m	1	Cisco 2900 Series Integrated Services Routers
SL-44-IPB-K9	IP Base License for Cisco ISR 4400 Series	1	Cisco 4400 Series Integrated Services Routers
SL-44-UC-K9	Unified Communication License for Cisco ISR 4400 Series	1	Cisco 4400 Series Integrated Services Routers
MEM-44-4G	4G DRAM (1 x 4G) for Cisco ISR 4400	1	Cisco 4400 Series Integrated Services Routers
MEM-FLSH-8G	8G eUSB Flash Memory for Cisco ISR 4430	1	Cisco 4400 Series Integrated Services Routers
PWR-COVER-4430	Cover for empty 2nd Power Supply slot on Cisco ISR 4430	1	Cisco 4400 Series Integrated Services Routers
PVDM4-64	64-channel DSP module	1	Cisco Promotion ISR Collaboration Packages
MEM-4400-DP-2G	2G DRAM (1 DIMM) for Cisco ISR 4400 Data Plane	1	Cisco 4400 Series Integrated Services Routers
NIM-BLANK	Blank faceplate for NIM slot on Cisco ISR 4400	2	Cisco ASR 1000 Series
SISR4400UK9-166	Cisco ISR 4400 Series IOS XE Universal	1	Cisco 4400 Series Integrated Services Routers
NIM-1MFT-T1/E1	1 port Multiflex Trunk Voice/Clear-channel Data T1/E1 Module	1	Cisco ASR 1000 Series

PVDM4-32	32-channel DSP module	1	Cisco Promotion ISR Collaboration Packages
CON-SNTP-ISR4431V	SNTC-24X7X4 Cisco ISR 4431 UC Bu	1	SNTP
<b>L-CUAC12X</b>	<b>Cisco Unified Attendant Consoles 12.x</b>	<b>1</b>	<b>Cisco IP Telephony Solutions</b>
CON-ECMU-LCUAC12X	SWSS UPGRADES Cisco Unified Attendant Consoles 12.x	1	ECMU
L-CUAC12X-STND	Cisco Unified Attendant Console Standard 12.x - 1 Lic	2	Cisco IP Telephony Solutions
CON-ECMU-LDCUAC12	SWSS UPGRADES Cisco Unified Attendant Console Standard	2	ECMU
<b>SNS-3655-K9</b>	<b>Medium Secure Network Server for ISE Applications</b>	<b>1</b>	<b>Cisco Identity Services Engine</b>
CAB-C13-CBN	Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors	2	Cisco Nexus 5000 Series
SNS-HD600G10K12N	600GB 12G SAS 10K RPM SFF HDD	4	Cisco Identity Services Engine
SW-36X5-ISE-K9	Cisco ISE Software Load on SNS-36x5-K9 appliance	1	Cisco Identity Services Engine
SNS-PSU1-770W	770W power supply	2	Cisco Identity Services Engine
SNS-PCIE-IRJ45	Intel i350 Quad Port 1Gb Adapter	1	Cisco Identity Services Engine
SNS-RAID-M5	Cisco 12G Modular RAID controller with 2GB cache	1	Cisco Identity Services Engine
SNS-CPU-4116	2.1 GHz 4116/85W 12C/16.50MB Cache/DDR4 2400MHz	1	Cisco Identity Services Engine
R2XX-RAID10	Enable RAID 10 Setting	1	Cisco UCS C250 M1 Rackmount Server
SNS-MR-X16G1RT-H	16GB DDR4-2933-MHz RDIMM/1Rx4/1.2v	6	Cisco Identity Services Engine
CON-SNTP-SNS3655K	SNTC-24X7X4 Medium Secure Network Server for ISE App	1	SNTP
<b>L-ISE-BSE-PLIC</b>	<b>Cisco ISE Base License</b>	<b>1</b>	<b>Cisco Identity Services Engine</b>
L-ISE-BSE-P3	Cisco ISE Base License - Sessions 500 to 999	700	Cisco Identity Services Engine
<b>L-ISE-PLS-LIC=</b>	<b>Cisco ISE Plus License</b>	<b>700</b>	<b>Cisco Identity Services Engine</b>
L-ISE-PLS-3Y-S3	Cisco ISE Plus License, 3Y, 500 - 999 Sessions	700	Cisco Identity Services Engine
<b>STACK-T4-1M=</b>	<b>1M Type 4 Stacking Cable</b>	<b>10</b>	<b>Catalyst 9200 Series Switch</b>