 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	Request for Proposal	Page 1 of 4

RFP NUMBER	
RFP DESCRIPTION	

CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

BRIEFING SESSION	Y		N		SESSION COMPULSORY		Y		N	
					SESSION HIGHLY RECOMMENDED		Y		N	
BRIEFING VENUE					DATE		TIME			
COMPULSORY SITE INSPECTION	Y		N			DATE		TIME		
INSPECTION ADDRESS										

TERM AGREEMENT CALLED FOR?	Y		N		TERM DURATION	
-----------------------------------	---	--	---	--	----------------------	--

CLOSING DATE		CLOSING TIME	
---------------------	--	---------------------	--

TENDER BOX LOCATION
GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on this form RFP 01.

Notes:

- All bids / tenders must be deposited in the Tender Box at the following address:
Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- The GPT Tender Box is generally open 24 hours a day, 7 days a week.
- This bid is subject to the preferential procurement policy framework act, 2000 and the preferential procurement regulations, 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.
- ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG RFP FORMS – (NOT TO BE RE-TYPED)
- ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED):

The Tendering System

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

Training sessions

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



Provincial Supply Chain Management

Request for Proposal

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PART A INVITATION TO BID

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	



Provincial Supply Chain Management

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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	



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PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Proof of authority must be submitted e.g. company resolution)			



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

RFP Point System

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RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

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

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

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

The Gauteng Provincial Government requests your bid on the goods and/or services listed on the attached forms. Please furnish all information as requested and return your bid on the date stipulated. Late bids will not be accepted for consideration.

This RFP will be evaluated on the basis of the under noted point system, as stipulated in the Preferential Procurement Policy Framework Act (Act number 5 of 2000).

Point System

Points SHALL be allocated as follows:

Points for

Points for

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

VALUE BASED

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



GAUTENG PROVINCE
PROVINCIAL TREASURY
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Provincial Supply Chain Management

Instructions to Bidders

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



Provincial Supply Chain Management

Instructions to Bidders

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

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

The bid must be deposited or posted;

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

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BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

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

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

Full Name	Identity Number	Name of State institution

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

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

- 2.2.1 If so, furnish particulars:

--

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

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

- 2.3.1 If so, furnish particulars:

--

3. DECLARATION

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

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

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
 Filename:RFP4GPT (SBD4)

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3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.


Signature		Date	
Position		Name of Bidder	

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RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

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

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

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EVALUATION METHODOLOGY

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

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

Stage 1

Criteria for Functionality	Points
TOTAL	

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


Stage 2

Criteria for Price and Specific Goals	Points
Bid Price	
Specific Goals	
TOTAL	100

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

- Stage One-

- Stage Two-

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SUPPLIER JOB CREATION ANALYSIS

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

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

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

Comments to include:

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

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

=====

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



**TERMS OF REFERENCE
FOR
PABX UPGRADE, MAINTENANCE AND SUPPORT FOR A PERIOD OF 36
MONTHS**

1. BACKGROUND AND GOAL

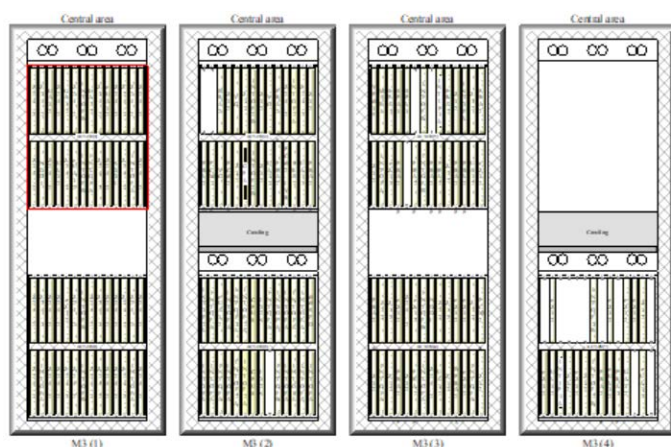
The Department of e-Government is tasked with modernizing the public sector to enable government to provide efficient services to its citizens thus telecommunication technology is a fundamental part of this service. Our vision for Gauteng Provincial Government (GPG) is to ensure that Information Communications Technology (ICT) infrastructure and systems are functional so that line Departments can reach both Gauteng Department of e-Government (e-Gov) and Gauteng Provincial Treasury (GPT) for any required service. Telecommunication has completely transformed how people communicate and navigate their professional lives. With an ever-present need for humans to connect and communicate, this service is slated to continue its upward growth. Being able to access telecommunication at all hours of the day is a crucial facet of how both e-Gov and GPT communicates with customers and delivering high-quality customer service.

2. Current PABX infrastructure

2.1. E-Gov Infrastructure

2.2. Hardware

- 4 x Cabinets with Alcatel-Lucent Crystal PABX hardware and boards
- 48VDC Rectifier and batteries for power backup
- 2 x CPU7 built into the system, for CPU redundancy



The current hardware specification

OmniPCX Enterprise	Quantity
The M*INTOF2 pack is a hardware pack, and it addresses only migration issues. It includes INTOF2 board	8
VoIP access board INT-IP3 board including one 10/100/1000 Base-T connecting card	2

15 m MDF TY1 64pts DIN cable for UA, Z, NDDI, BRA boards	1
Applications	Quantity
Java Runtime Environment support integrated in SPS contract for OmniVista 8770	1
Java Runtime Environment support integrated in SPS contract for CCS/OmniPCX Enterprise	5
OmniVista 8770 release 5.0 upgrade software license	1
CCivr Digital Software License 10 ports	1
Alcatel-Lucent A4645 Voice Messaging software license - 1 user	4886
OmniVista 8770 upgrade - User license	5150
User software licenses (CC40)	Quantity
Alcatel-Lucent OmniPCX Enterprise Purple R100.0 software license	1
Alcatel-Lucent OmniPCX Enterprise virtualization software license for redundancy	1
4400 Reflexes terminals, software license	53
OmniPCX Enterprise major software upgrade	5000
Analog Premium license-1 user	88
OEM Hardware (FF13)	Quantity
Digital Voice Board 60 Ports without cable	1
Data infrastructure (AA36)	Quantity
Remote Maintenance Access pack 48V without modem, rack1 module	1

2.3. GPT infrastructure

(i) Software's

- OmniPCX Enterprise Ver 10.1
- OmniVista Ver 1.3 (PABX Management system)
- TMS (MAN3000, not part of the ALE solution; telephone billing report)

(ii) Physical equipment on record in ALE quotation tool, for GPT

- 450 x Analog user ports on Treasury system
- 64 x Digital user ports on Treasury system
- 4 x PRI ISDN boards
- 1,000 Voice Mail licenses
- 60 x SIP Trunking channel licenses (not in use)
- 1 x 4059EE IP Attendant

NOTE: Bidders shall ensure that solution proposed are in line with the requirements of terms of reference.

The proposed solution must be scalable to cater for future capacity expansion

3. SCOPE OF WORK

The main objective for both departments is as follows:

3.1. e-Government

To request proposals from Alcatel certified service providers for the following services:

- Software and hardware upgrade,
- Support, and maintenance of the current Alcatel Enterprise Private Automatic Branch Exchange (PABX) system.
- E- gov would like to maintain a hybrid platform which includes the cloud solution phasing out legacy license with IP licenses,
 - by converting 1000 analogue to IP for free and supply 1000 x IP handsets.
 - IP handset specification- refer to section 4.7 below.
 - Supply 100 x Rainbow softphone license to be loaded on android mobile phones.
- In addition, provide certified OEM training for 4 x e-Gov human resources (i.e., network team) for knowledge and skill transfer.
- Development of comprehensive skills is necessary to capacitate network team for inhouse first line support.

3.2. Gauteng Provincial Treasury

To request proposals from Alcatel certified service providers for the following services:

- Software and hardware upgrade,
- Support, and maintenance of the current Alcatel Enterprise Private Automatic Branch Exchange (PABX) system.
- GPT would like to maintain a hybrid platform which includes the cloud solution phasing out legacy license with IP licenses,
 - by converting 200 analogues and digital to IP for free and supply of 200 x IP handsets.
 - IP handset specification- refer to section 4.7 below.
 - Supply 100 x Rainbow softphone license to be loaded on android mobile phones.
- In addition, provide certified OEM training for 4 x e-Gov human resources (i.e., network team) for knowledge and skill transfer.
- Development of comprehensive skills is necessary to capacitate network team for inhouse first line support.

4. PABX REQUIREMENTS- Software Upgrade

Upgrade for both eGov and GPG OmniPCX Enterprise to OXE Purple R100 (PABX hosted at 75 Fox Str).
Upgrade free software and remote TAC ALE Support

The new OXE Purple R100 software maximises PABX security and complies to Common Criteria security EAL2+ (Common Criteria). Opens new features on the system and Unified Communication capabilities. With the new version both departments can benefit from the award-winning ALE Rainbow Unified Communications, for mobility and one-number, multi-device solutions. Bringing the onsite and cloud together in a hybrid solution, capitalizing on the investments made to date on the existing OXE PABX can also migrate to cloud at their own pace; no rip and replace needed.

Notes:

- ***All external calls will be routed to the GBN, via the SIP Trunking (existing 60 x channels) on the OXE***
- ***The ALE OXE PABX will automatically route the calls and make connectivity possible, either via SIP Trunking or ISDN***
- ***Any specific user or groups of users can be programmed to make use of SIP Trunking only, ISDN only or a combination***
 - o ***In other words, should the SIP Trunking be faulty, calls can still be routed via ISDN for particular users***

Cloud Connect:

- ***Cloud Licensing to be implemented***
- ***This is the requirement for a virtualized OXE***
- ***OXE PBX needs internet connectivity, but still in Private network, since the Cloud Connect tunnel is built from the inside out for security purposes***

4.1. e-Government

- Upgrade the OmniVista to the latest Ver 5.x (PABX Management system) on a virtual sever; Windows license provided by Treasury
- Change out TDM (Analogue and Digital) licenses for 1000 x IP user licenses (IP for free), as specified above
- Add 3 x 4059EE IP Attendant; re-install second, both on PCs to be provided by bidder
- Add 5 x IPDSP licenses, as voice media on the Attendant PCs; headsets to be provided
- Add 5 x IPDSP licenses for the Helpdesk user PCs; headsets to be provided by the bidder
- Keep existing 60 x SIP Trunking Channels
- Upgrade existing PRI channels to 200 SIP Channels; configure to work on GBN network
- Keep 1 x PRI ISDN E1 board as overflow

Note: 2 x PC based console's license to be loaded on the laptop which will be provided by e-Gov

4.2. Gauteng Provincial Treasury

-Upgrade the OmniVista to the latest Ver 5.x (PABX Management system) on a virtual sever; Windows license provided by Treasury

- Change out TDM (Analogue and Digital) licenses for 200 x IP user licenses (IP for free), as specified above
- Add 2 x 4059EE IP Attendant; re-install second, both on PCs provided by bidder
- Add 2 x IPDSP licenses, as voice media on the Attendant PCs; headsets to be provided
- Add 2 x IPDSP licenses for the Helpdesk user PCs; headsets to be provided by the bidder
- Keep existing 60 x SIP Trunking Channels; configure to work on GBN network
- Keep 1 x PRI ISDN E1 board as overflow

Note: 2 x PC based console's to be loaded on the laptop which will be provided by GPT

4.3. Requirements for virtual services and Attendant PC's both e-Gov and GPT

Department Name	PC specification	Quantity
e- Gov	OmniPCX Enterprise virtualized (OXE): CPU: 1 x 2.4GHz RAM: 8GB HD: 80GB, recommended, 60GB allowed - The 4645 Voice Mail is integrated in the OXE CPU	5
GPT	OmniPCX Enterprise virtualized (OXE): CPU: 1 x 2.4GHz RAM: 8GB HD: 80GB, recommended, 60GB allowed - The 4645 Voice Mail is integrated in the OXE CPU	4

4.3.1. Computer Requirements for both e-Gov and GPT for the quantity as per section 4.3. above.

- Microsoft Window OS: Windows 11(64 -bit)
- Citrix XenDesktop virtual desktop
- Citrix XenApp, Microsoft RDS

- CPU type (or use computable processor): Intel® Core™i3
- Free physical memory dedicated to the application: Minimum 4 GB RAM are recommended for the machine
- Hard Disk with a minimum 40 GB of space available
- Networking: Network Card connected to the network using TCP/IP
- Display: 1280x 1024 min screen resolution;17-inch or larger monitor
- Standard PC keyboard (with number pad)

If IP desktop softphone: microphone and speakers, Headset with microphone, or equivalent device(s)

Microsoft NET Framework 4.6.1

Supported DeskPhones/ softphones (IP or Digital)

Alcatel-Lucent IP Desktop Softphone

4.4. Hardware upgrade

4.4.1. e-Government

- Communication Servers (CS) Replace the 2 x CPU7 with 2 x virtualized CPU's (CS's)
- This can work in a VMWare or Hyper-V virtual environment
- Virtualizing the CSs will enable the PABX to work in a Private Cloud environment.
- Scalable to multiple 100,000 of users in the Virtual cloud network
- The CS's must be hosted in the same DC or separated DCs (Data Centres), for redundancy purposes with a single or multiple Omni Vista 8770 Management system for centralised and distributed control and management.

4.4.2. Gauteng Provincial Treasury

Communication Servers (CS) Replace the 2 x CPU7 with 2 x virtualized CPU's (CS's)

- This can work in a VMWare or Hyper-V virtual environment
- Virtualizing the CSs will enable the PABX to work in a Private Cloud environment.
- Scalable to multiple 100,000 of users in the Virtual cloud network
- The CS's must be hosted in the same DC or separated DCs (Data Centres), for redundancy purposes with a single or multiple Omni Vista 8770 Management system for centralised and distributed control and management.

4.5. VM requirements per CS to cater for both departments namely E-Gov and GPT

- 1 x 2.4 GHz Processor
- 16 GB RAM
- 80GB Hard disc

Alcatel-Lucent Crystal Hardware

Note: The new virtualized CSs, the current hardware should still accommodate all the TDM equipment (Analog and Digital phones, plus the ISDN lines). Should be able to be phased out to IP solutions at e-Gov's own time, making use of the "IP for Free" migration program, no rip and replace needed, can be phased over time.

4.6. GBN SIP VoIP calls

4.6.1. e-Government

The system is currently licensed for 120 simultaneous calls via gateway and required to upgrade and equipped with 200 SIP channels and should be capable of routing calls through the GBN SIP network.

4.6.2. Gauteng Provincial Treasury

Not yet migrated to GBN VoIP platform and already have **60 SIP** channels it would require same configuration as e-Gov.

4.7. IP Handsets- Model quantity and specifications for both e- Gov and GPT

Department	E- Gov		GPT	
Model 1	Model 1	Model 2	Model 1	Model 2
Quantities	800	200	120	80

Model Type	Model 1- entry level	Model 2 – super user
Features	<ul style="list-style-type: none"> 6 Softkeys:4-way navigator; Programmable keys; Lighted keys and ALE Contextual keys- 2x5; Communications Programmable keys-5; Virtual Key add on-2 x6 Audio- Full-duplex, super-wideband speaker notifications (Incoming call message, audio control, programmable keys); 128 x 64 B&W graphical display; 2-port Gigabit Ethernet Switch; Supports 802.3az; Power over Ethernet class 1 for low power consumption 	<ul style="list-style-type: none"> ALE Contextual keys- 2x5; Communications Programmable keys- 5; Virtual Key add on-2 x6 Audio- Full-duplex, super-wideband speaker notifications (Incoming call message, audio control, programmable keys).
Technical specifications	<ul style="list-style-type: none"> Physical characteristics Height: 195 mm (7.68 in) 	Physical Characteristics ALE-500 with handset and cable:

	<ul style="list-style-type: none"> • Width: 150 mm (5.91 in) • Depth: 34.8 mm (1.37 in) • Weight: 550 g (1.21 lbs) including handset and foot; Colour: Moon grey; Fixed foot stand: 45° Wall-mountable 	<ul style="list-style-type: none"> • Height: 219 mm • Width: 228 mm • Depth: 162 mm • Weight: 1525.40 gm
Display	<ul style="list-style-type: none"> • Visible area: 2.2 inches, 128 (W) x 64 (H) pixels, graphical black/white LCD display; Active area (WxH): 49.9 x 24.3 mm; Backlight; Contrast +/- 	Visible area: 5.5inch colour LCD touch screen 720 x 1280 pixels
Keys	<ul style="list-style-type: none"> • Volume control keys (+ and -); Hands-free on/off key; Navigator: 4-way navigation • OK, cancel keys; Numeric to alpha keypad: To switch to alpha character and perform dial-by-name, for example • F1, F2 (or hold/transfer) with LED; Mute and Message keys; Dial pad and call/redial/release key; 6 Contextual keys around the screen 	Programable keys: <ul style="list-style-type: none"> • 5 physical keys • Up to 72 soft keys (OmniPCX Enterprise) • Connect Evolution or OmniPCX Office) • Magnetic alphabetic USB-C keyboard
Audio characteristics	<ul style="list-style-type: none"> • Wideband G722; G711 (A-law and Mu-law), G.729AB; VAD (Voice activity detection), Comfort noise generation (CNG); Group listening; Acoustic echo cancellation • Volume controls; Mute control; Hearing aid compatible (HAC); Wideband comfort handset 	<ul style="list-style-type: none"> • Super-wideband: handset, headset and hands-free • 3D Symphonic HD (hands-free) • Hearing Aid Compatible (HAC) • Full-duplex speakerphone • Acoustic echo cancellation • OPUS Codec • Wideband G722; G711 (A-law and Mu-law) • G729 AB • Voice Activity Detection (VAD)

		<ul style="list-style-type: none"> • Comfort Noise Generation (CNG)
Power	<ul style="list-style-type: none"> • Power over Ethernet (IEEE 802.3af); Class 1 support (<3.84W). 	
Network and provisioning	<ul style="list-style-type: none"> • IP NOE and SIP v2 (RFC3261) • DHCP and static IP manual or dynamic host configuration protocol • (DHCP) network setup; IEEE 802.1 AB/LLDP-MED client (automatic VLAN acquisition, • PoE management, inventory information); QoS support (IEEE 802.1p/Q tagging; [VLAN], Layer-3 TOS, DSCP, and QoS tickets) 	<ul style="list-style-type: none"> • DHCP and static IP Manual or dynamic host configuration protocol (DHCP) network setup (RFC2131) • Cloud-based enrolment using ALE EDS • QoS support; IEEE 802.1p/Q tagging (VLAN); Layer 3 TOS, and DSCP; QoS tickets; LLDP-MED
Connectivity	<ul style="list-style-type: none"> • RJ -45 LAN: 8008G: 10/100/1000 Ethernet; RJ - 45 PC through port: 8008G: 10/100/1000 Ethernet • RJ-9 connector for corded handset; RJ-9 connector for headset 	<p>Dual RJ-45 Gigabit Ethernet 10/100/1000 Network Interface for LAN and PC connection or Dual Homing • RJ-9 port for corded handset • Slot for ALE-108 Wireless Dual-Band WLAN (a,b, g, n, ac) - Bluetooth 5.0 Module • 2 x USB-C ports</p> <p>NFC for easy pairing. Bluetooth easy pairing with ALE-108</p>

5. Maintenance and support of the Alcatel PABX system (e-Gov and GPT)

SERVICE LEVEL AGREEMENT RESPONSE TIMES.

TYPE “A” which qualifies a 1-hour response time, will be associated with the following types of

faults.

- Total system failure
- Unable to make any outbound calls nor receive inbound calls.
- Switchboard console dead

TYPE “B” which qualifies 2-4 hours response time, will be associated with the following types of faults

- System partly working
- Executive or senior personnel extensions not working.
- Switchboard console intermittently not working.
- GBN SIP trunk down

TYPE “C” which qualifies 6-8 hours response time, will be associated with the following types of faults.

- Faulty extensions
- Faulty phones
- Faulty voicemail
- Facility and minor programming changes

Response hours are weekly between 08H00 to 16H00 and after hours in case of emergency upgrades.

6. THE IMPLEMENTATION PROJECT TEAM

QUALIFICATIONS AND EXPERIENCE REQUIREMENTS

Bidder/s to provide document detailing the set skills of the following project team members:

6.1. PROJECT MANAGER

- Project Management with minimum of 6 months certification and at least 5 years' experience

6.2. NETWORK / TELECOMMS ENGINEER

- OEM certified personnel on Alcatel Enterprise with at least 5 years' experience

6.3. IP TELEPHONY TECHNICIAN

- OEM certified personnel on Alcatel Enterprise with at least 5 years' experience

7. Knowledge and skills transfer

To mitigate challenges faced by both e-Gov and GPT, the internal technical team will be capacitated with the required technical skills and go through vigorous training and a detailed handover process with the bidders(s) that will be providing the solution. The external resources will be working with both e-Gov and GPT staff to ensure continuity and success of the project.

- 7.1.** On the job, over the shoulder training by qualified and experienced consultants, who can act as mentors to the identified (technical, super-user and user) staff, during the project with an associated signed-off checklist of skills transfer by the both Project Managers from Service Provider and both Department of e-Gov and GPT.
- 7.2.** Produce training and procedure manuals for this project as part of change management for technical, super-users and normal users.
- 7.3.** Training plan for certification for the departmental staff members
- 8 X departmental staff members (4 from e- Gov and 4 from GPT)
 - Departmental staff members must go to the OEM training centre

8. PROJECT MANAGEMENT DOCUMENTATION

8.1. General

The complete voice installation shall be fully tested and documented in accordance with Telecommunications Industry Association (TIA) 568 and system supplier standards.

Configuration of the existing equipment shall be provided, and they should cover the following;

- A detailed overview of the system upgrade
- Full description of the specific installation/upgrade,
- Configuration and product datasheets and all other documentation - soft copy of the latest systems backup should be provided.

8.2. PROJECT PLAN

Following appointment of a successful vendor, a project scope and plan must be submitted prior to commencement of the project.

9. GUARANTEE

- The maintenance and upgrade must be endorsed with the Original Equipment Manufacture's (OEM) certified installation.
- The vendor must be responsible for all arrangements required in achieving the OEM certification of the installation.
- No claims for additional costs to achieve OEM certification will be considered after submission of the RFQ response.
- A written undertaking from the OEM to certify the system as described in the request, is installed to OEM standards, must accompany the vendor response. All vendors must supply proof of being a Registered Installer issued by the OEM by means of an official Certificate as part of their response. Vendors to attach an original letter from Alcatel, confirming their certification and level of OEM.

10. WARRANTY DOCUMENTATION

The following forms must be completed in full, signed by the client and appointed contractor, upon completion of installation.

At the time of final inspection, the appointed contractor shall submit to system supplier:

- Pre-Inspection Check List.
- Certification of the upgrade – Original Format
- Warranty of the software (i.e., SPS and latest software release)

11. FUNCTIONALITY

- (i) Service provider to supply 3-5 reference references letters from their customers.
- (ii) Escalation and call logging process must be included.

12. BID EVALUATION METHODOLOGY

Evaluation of the bids will be conducted in two stages as per issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act number 5 of 2000 (PPPFA) as follows:

THE STAGED APPROACH WHICH WILL BE APPLIED IN THE EVALUATION OF BIDS

Stage one will be evaluated on Administration Compliance and Technical Evaluations.

Stage two

Evaluation will be based on Price and Specific Goals System, as per Regulation 6 of the PPR, 2022.

Section 5 of the Preferential Procurement Policy Framework Act, Act number 5 of 2000 (PPPFA)

- Price = 80 points
- Specific Goals = 20 points

STAGE 1 A: ADMINISTRATION COMPLIANCE

- (i) Bidder/s must complete and submit all pages of Tender Bid Documents Section 1 (RFP- Request for Proposal)
- (ii) Bidder/s must complete, sign, and submit all pages of Tender Bid Documents Section 2 (Price Schedule – Professional Services).
- (iii) Bidder/s must complete, sign, and submit all pages of the Declaration of Interest Form (RFP 04) (SBD4).
- (iv) Bidder/s are required to submit accreditation certificate or letter that is in the OEM letterhead from OEM confirming status with OEM.

NOTE: Bidder/s that fail to meet required criteria stipulated under Administrative Compliance shall not be considered for further evaluation.

Other required documents

- A valid certified copy of the BBBEE certificate or Sworn Affidavit signed by the Commissioner of Oaths.
- Valid Tax Pin
- Latest Audited Financial Statement for the past two years to be provided. If a company is a new or dormant entity a letter from accountant stating so is required.
- Proof of registration with the National Treasury Supplier Database (CSD).
- If there will be a share of services between bidders, all relevant parties must sign a share of service agreement and provided supporting documents i.e., Letter of Authority from both or all companies.

STAGE 1B: TECHNICAL EVALUATION

- A total of 100 points is allocated for stage 1B.
- The threshold for this part of the evaluation is 70 Points: any Bidder who fails to meet this minimum requirement shall be deemed non-responsive and be eliminated from any further evaluations.

STAGE 1B: TECHNICAL EVALUATION

Functionality/ Quality Criteria	Total point allocated
EXPERIENCE OF THE SERVICE PROVIDER AS AN ORGANISATION	30
<p>Note:</p> <p>(i) Reference letters must be aligned to similar works, which are current or concluded in the last five years (PABX maintenance, support and software upgrade).</p> <p>(ii) These reference letters must be signed and dated by the company for which the work was done; it must clearly specify the date that the scope of work was conducted; and it must be on an official letterhead of the company for which the work was done (PABX maintenance, support and software upgrade). No emails will be accepted.</p> <p>Letters (contactable reference with proven track records in)</p> <p>05 and above (30 points)</p> <p>04 reference letters (20 points)</p> <p>03 reference letters (10 points)</p> <p>02 reference letters (05 points)</p> <p>01 reference letter (03 points)</p> <p>No reference letters (0 points)</p>	
ADMINISTRATOR TRAINING	20
<p>Service Provider to submit skills transfer plan and provide accredited training for 4x departmental staff in line with the terms of reference.</p> <ul style="list-style-type: none"> Quotation from an approved Enterprise certified training institute, for Training quotation for 8 departmental staff members for Networks team (10 points) 	

<ul style="list-style-type: none"> Clearly defined formal training program with timelines including content on the Enterprise Certificate training (10 points) Non-submission of the above = 0 points 	
THE IMPLEMENTATION PROJECT TEAM	30
Bidder/s to provide document detailing the set skills of the following project team members:	
1 x Project Manager (10 points) <ul style="list-style-type: none"> Project Management Certificate (5 points) 5 years' experience (5 points) <ul style="list-style-type: none"> 3-4 years' experience (3 points) 2-1 years' experience (2 points) Less than 1 year (0 points) 1 x Network / Telecoms' Engineer (10) <ul style="list-style-type: none"> 1 x Network Certificate (5 points) 5 years' experience (5 points) <ul style="list-style-type: none"> 3-4 years' experience (3 points) 2-1 years' experience (2 points) Less than 1 year (0 points) 1 X Alcatel IP/ Enterprise lephony Technician (10) <ul style="list-style-type: none"> Project Management Certificate (5 points) 5 years' experience (5 points) <ul style="list-style-type: none"> 3-4 years' experience (3 points) 2-1 years' experience (2 points) Less than 1 year (0 points) 	
PROJECT PLAN	20
Include a detailed project plan that includes the following, but not limited to. <ul style="list-style-type: none"> Project Risk = 05 points Deliverables (Activities) = 05 points Timelines = 05 points Resource Allocation = 05 points 	
Threshold	70
Total Technical Evaluation Criteria	100

Bidders that did not meet the mandatory threshold of 70 points will not be considered for further evaluation.

STAGE 2: PREFERENCE POINT SYSTEM

Evaluation will be based on Price and Specific Goals System, as per Regulation 6 of the PPR, 2022.

Section 5 of the Preferential Procurement Policy Framework Act, Act number 5 of 2000 (PPPFA)

Price = 80 points

Specific Goals = 20 points

Specific goal	Points	Evidence
Companies that are 51% or more black owned.	20	BBBEE and full CSD report
	20	

Note: Original and valid B-BBEE Certificate or certified copies thereof, tenderers who qualify as Exempted Micro Enterprises (EME) must submit an affidavit signed by the EME representative and attested by a commissioner of oaths.

- In the case of Qualifying Small Enterprises (QSE), if the bidding entity is more than 51% black owned, then no B-BBEE certificate is required as an affidavit signed by the QSE representative and attested by a commissioner of oaths will be sufficient. If the QSE is less than 51% black owned, then the bidding entity will be required to provide an original and valid B-BBEE Certificate or certified copies thereof.
- For all B-BBEE certificates issued after 01 January 2017, only B-BBEE Status Level verification certificates from B-BBEE verification agencies accredited by SANAS will be accepted for entities.

Note: Failure on the part of a bidder to submit the required above evidence, the bidder will forfeit preference points for specific goals.

13. APPOINTMENTS

The department reserves the right to appoint one or more service providers within the Scope of services requested from bidders. Upon appointment, the service provider(s) will be expected to sign a performance agreement in the form of a Service Level Agreement (SLA).

14. BID PRICES

Bidders must express prices for their services in South African currency (Rand). All prices must be inclusive of Value Added Tax and costs to be incurred that are necessary for the execution and completion of the contract in accordance with the bid document. Bidders must provide a quotation for 36 months as advertised. Costing for Maintenance and support will be on time and material basis. Proposal must be submitted in (2) hardcopy and (1) soft copy (CD) and must be submitted in sealed envelopes.

15. KEY EXPERTISE / SKILL / EXPERIENCE REQUIRED OF THE PROJECT RESOURCES

The responsibilities shall include, but not limited to:

- The overall implementation and quality assurance of the project.
- The regular liaison with the responsible manager of the Department.
- Ensuring that the project is implemented smoothly and that any problems are addressed rapidly and effectively in consultation with the responsible manager of the Department; and
- Meeting with the responsible manager, as may be required to report on the progress of the project and highlight any issues, risks, changes and/or any deviation from the plan of action.

16. SPECIAL CONDITIONS

The General Conditions of Contract of the Gauteng Provincial Government will be applicable).

The Department reserves the right to:

- Reject an award of a specific category where responses are found to be unsubstantial by the evaluating panel.
- Appoint a service provider that demonstrates a strong BBBEE component, in order to address South Africa's socio-economic disparities; and
- Invite shortlisted service providers to present their bid proposals for final decision.

17. ADDITIONAL INFORMATION ON BID PROPOSAL

The service provider should provide details of staffing- highlighting training and development policies and procedures with specific reference to affirmative action policies and initiatives.

In so far as possible, a comprehensive budget should be submitted showing the call out rates of all the staff to be involved in assignments including all other costs factors such as travelling. This should include a breakdown of the hourly tariff of value-added tax for services rendered.

The e-Government will not be responsible for any costs incurred by the bidder in the preparation and submission of the bids.

18. PAYMENT CONDITIONS

Service providers will be paid within thirty (30) days after receipt of invoices. Payments will be processed per deliverable accomplished to the satisfaction and signed off by the project manager.

On delivery and installation of each phase an invoice can be submitted for work completed and configured. This must also be included in the Service level Agreement.

Payment to suppliers within 30 days of invoice receipt is a national priority of government in terms of compliance with section 38 (1) (f) of the PFMA and Treasury Regulation 8.2.3 an executive decision was taken to make electronic Invoice Submission (EIS) registration compulsory for all GPG suppliers whose

tender are successful. Assistance will be provided to the successful supplier(s) in this regard once the tender adjudication processes have been concluded and a supplier(s) has been appointed.

19. INTELLECTUAL PROPERTY RIGHTS

Copyrights and all other intellectual property rights in any document, ideas, software, other information developed and / or written, pursuant to these Terms of Reference, or any other contract/sub-contract to which these Terms of Reference refers, shall vest jointly in the party originating them and/or the party/s directly/indirectly financing the development of the same.

In addition, no development shall be deemed to be a joint development, and therefore jointly owned, unless, identified as such in writing. If each party contributes to the development of a work product, and such work product is not identified as a joint work product, each party's ownership rights shall be limited to the portion of work developed and/or financed by it. Each party will, however, negotiate the transfer of the licensing of its ownership rights, where applicable, to the other party upon mutually acceptable terms. All information generated, communication produced, and data acquired under the auspices of this project remains the intellectual property of the Gauteng Department of e-Government.



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Registered Supplier Confirmation

Page 1 of 1

THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

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

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

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

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

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

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

DATE:



Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

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

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

Annexure A**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010****NOTES**

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)