



KWAZULU-NATAL PROVINCE

OFFICE OF THE PREMIER
REPUBLIC OF SOUTH AFRICA

SCM P-06

SERVICE: APPOINTMENT OF SERVICE PROVIDER TO PROVIDE A FULL TELEPHONY SERVICES FOR THE KWAZULU-NATAL OFFICE OF THE PREMIER FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

NAME OF BIDDER: _____

PRE-QUALIFICATION CRITERIA

Responsive bids will be evaluated on the 80/20 Preference Points System **(80 points for price & 20 points for specific goals)** as per Preferential Procurement Regulations 2022. For specific goals 10 points will be allocated to 51 % or more Black ownership, 5 points will be allocated to Women ownership and 5 points will be allocated to Youth ownership in terms of a bidder’s B-BBEE scorecard. The B-BBEE certificate must be issued by a SANAS accredited verification agency. A duly completed Sworn affidavit signed by the deponent and commissioned by the authorized commissioner of oaths.

Please be advised that all the SBD forms must be completed in full and accurately, signed by the bidder.

Responsive bids will be evaluated on the Terms of Reference/Specification and functionality as well.

COMPULSORY BRIEFING SESSION

THE BRIEFING SESSION WILL BE HELD AS FOLLOWS:

Date : 28 June 2023

Venue : 14th Floor Marine Building Boardroom, 1 Dorothy Nyembe Street, Durban

Time : 10h00

For Bidding Procedure Enquiries:

For Technical Enquiries

Ms S. Magwaza
Act Director (SCM)
033 341 4788 /3531

sithembile.magwaza@kznpremier.gov.za

Mr S.T. Sibiya
Act Director (Office Support & Auxiliary)
033 813 0753/0737

sikhumbuzo.sibiya@kznpremier.gov.za

RETURN OF BID DOCUMENTS (Hand-delivered or Posted)

300 Langalibalele Street
Moses Mabhida building.
Ground Floor
Pietermaritzburg
3201

or

The Director
Supply Chain Management
Private Bag X9037
Pietermaritzburg
3200

Closing Date: **14 July 2023**

Closing Time: **11h00**

NB: Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted.

GROWING KWAZULU-NATAL TOGETHER

KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

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3.) Definitions.

- 3.1 **“Acceptance bid”** means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document under bid number KZNB 49 P 2023/24.
- 3.2 **“Bid”** means a written offer in a prescribed or stipulated form in response to the invitation by the Department for the provision of goods, works or services under bid number KZNB 49 P 2023/24
- 3.3 **“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.
- 3.4 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 3.5 **“Contract”** means the agreement that results from the acceptance of the bid by the Department.
- 3.6 **“Control”** means the possession by a person, of a permanent authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 3.7 **“Co-operatives”** means an autonomous association of persons united voluntarily to meet their common economic and social needs and aspirations, through a jointly owned and democratically controlled enterprise organized and operated on co-operative principles.
- 3.8 **“Department”** means the Office of the Premier within the KwaZulu-Natal Provincial Administration.
- 3.9 **“Disability”** means, in respect of a person, permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 3.10 **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.
- 3.11 **“Historical Disadvantaged Individual (HDI)”** means a South African citizen,
- i) Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act no. 200 of 1993) (“the interim Constitution”); and/or
 - ii) who is a female; and/or
 - iii) who has a disability;

Provided that a person, who obtained South African citizenship on or after the coming to effect of the interim Constitution, is deemed not to be a HDI.

- 3.12 **“Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

- 3.13** “**Owned**” means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 3.14** **Person**” includes reference to a juristic person.
- 3.15** “**Province**” means the procuring Department, incorporating the KwaZulu-Natal Provincial Legislature.
- 3.16** “**Rand value**” means the total estimated value of a contract in rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.
- 3.17** “**Small Medium and Micro Enterprises (SMME’s)**” bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).
- 3.18** “**Specific contract participation goals**” means the goals as stipulated in the Preferential Procurement Regulations of 2017.
- 3.19** “**Sub-contracting**” means the primary contractor’s assigning or leasing or 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.
- 3.20** “**Youth**” mean all persons between the ages 18 to 35.

CHECK LIST FOR BIDDER			
Standard bid documentation:			
	Standard relevant and important information	YES	NO
PART A	Invitation to bid (SBD 1) Signed?	YES	NO
PART B	Terms and conditions for bidding (SBD 1)		
SECTION A	Did the bidder read and signed special instructions and notices to bidders regarding the completion of bidding forms page?	YES	NO
SECTION B	Is bidder Registered on central supplier database?	YES	NO
SECTION C	Is bidder information on Central Supplier Database correct and up to date?	YES	NO
SECTION D	Did bidder attend official briefing session/site inspection?	YES	NO
SECTION E	Pricing schedule completed (SBD 3.1, SBD 3.2 & SBD 3.3) Additional pricing breakdown completed?	YES	NO
SECTION F	Bidders disclosure? (SBD 4)	YES	NO
SECTION G	Did bidder preference points claim form completed? (SBD 6.1)	YES	NO
SECTION H	Did bidder sign authority to sign page?	YES	NO
SECTION I	Did bidder read the General Conditions of Contract?	YES	NO
SECTION J	Did bidder comply with specification and read the special conditions of contract?	YES	NO
SECTION K	Are all mandatory documents attached? <ul style="list-style-type: none"> - Schedule 1 - Schedule 2 - Schedule 3 - Schedule 4 - Schedule 5 	YES	NO

SECTION F (SBD 1)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	KZNB 49 P /2023/24	CLOSING DATE:	14 July 2023	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER TO PROVIDE A FULL TELEPHONY SERVICES FOR THE KWAZULU-NATAL OFFICE OF THE PREMIER FOR A PERIOD OF THIRTY-SIX (36) MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
300 LANGALIBALELE STREET, MOSES MABHIDA BUILDING					
LOWER GROUND FLOOR, PIETERMARITZBURG					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms S Magwaza		CONTACT PERSON	Mr S Sibiya	
TELEPHONE NUMBER	033 341 4788/3531		TELEPHONE NUMBER	033 813 0753/0737	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	sithembile.magwaza@kznpremier.gov.za		E-MAIL ADDRESS	sikhumbuzo.sibiya@kznpremier.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE 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.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER:

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

DATE:

SECTION A

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself/herself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered?
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialled.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. The bidder must initial each and every page of the document

I HAVE READ AND COMPLIED WITH THE SPECIAL INSTRUCTIONS ABOVE:

.....
SURNAME AND INITIALS OF REPRESENTATIVE

.....
DATE

.....
SIGNATURE

SECTION B:

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website www.csd.gov.za
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have to cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.
5. **IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.**

SECTION C

**DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS
CORRECT AND UP TO DATE**

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (Name of bidder/Authorized representative)

WHO REPRESENTS (state name of bidder)CSD Registration

Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

SECTION D

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

N.B: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.

Site/Building/Institution Involved: N/A

Bid Number: KZNB 49 P/2023/24

Goods/Service/Work: APPOINTMENT OF SERVICE PROVIDER TO PROVIDE A FULL TELEPHONY SERVICES FOR THE KWAZULU-NATAL OFFICE OF THE PREMIER FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

This is to certify that (bidder's representative name) _____

On behalf of (company name) _____

Visited and inspected the site on ___/___/_____ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

Signature of Bidder or Authorized Representative
PRINT NAME:
DATE:

Signature of Departmental or Public Entity Representative
PRINT NAME:
DATE:

Departmental Stamp

**SECTION E (SBD 3.1)
PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number: KZNB 49 P 2023/24
Closing Time: 11:00	Closing date: 14 July 2023

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	Unit Price	Total for each unit
1				
2				
3				
4				
SUB-TOTAL				
VAT AT 15%				
GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)				

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

**SECTION E (SBD 3.2)
PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number: KZNB 49 P 2023/24
Closing Time: 11:00	Closing date: 14 July 2023

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	Unit Price	Total for each unit
1				
2				
3				
4				
SUB-TOTAL				
VAT AT 15%				
GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)				

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery: *Firm/not firm

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

*Delete if not applicable

**SECTION E (SBD 3.3)
PRICE ADJUSTMENTS**

A NON-FIRM PRICES SUBJECT TO ESCALATION

- IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
- IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	P PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

**SECTION F (SBD 4)
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

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:.....

.....

.....

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.

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.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 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.
- 3.7 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.

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.

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.

.....
NAME OF BIDDER

.....
POSITION

.....
SIGNATURE

.....
DATE

SECTION I (SBD 6.1)

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

 SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:
DATE:
ADDRESS:

EME'S AND QSE'S MUST COMPLETE THE FOLLOWING APPLICABLE AFFIDAVIT FORM TO CLAIM PREFERENCE POINTS

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- I. before 27 April 1994; or II. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____/____/____

Stamp

Signature of Commissioner of Oaths

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (c) who are citizens of the Republic of South Africa by birth or descent; or (d) who became citizens of the Republic of South Africa by naturalisation- III. before 27 April 1994; or IV. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups”	“Black Designated Groups means: (f) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (g) Black people who are youth as defined in the National Youth Commission Act of 1996; (h) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (i) Black people living in rural and under developed areas; (j) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

3. I hereby declare under Oath that:
 - The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,

GROWING KWAZULU-NATAL TOGETHER

- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____/____/_____

Stamp

Signature of Commissioner of Oaths

SECTION H

AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO-OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

whose signature is

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(if the space provided is not enough please list all the director in the resolution letter)

Note:

The following document must be attached to this form according to the status of the enterprise, in the form of a resolution authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise, and **such resolution shall include a specimen signature of the signatory.**

- Co-operative: Resolution letter from the directors
- Close Corporation: Resolution letter from the directors
- Company: Resolution letter from the director/s
- Sole Proprietor: Resolution letter from the director
- Partnership: Resolution letter from the director
- Joint Venture / Consortium: Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises

Note: Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Failure to complete, sign and date this form or failure to provide the certificate(s) in the form of a resolution as described above shall result in the tender being considered non-responsive and rejected.

SECTION I

GENERAL CONDITIONS OF CONTRACT

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 ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information, inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so, required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of

loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract 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:

- (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) aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SECTION J

SPECIFICATONS AND SPECIAL CONDITIONS OF CONTRACT

SCOPE OF WORK / TERMS OF REFERENCE

1. Introduction

The Kwazulu-Natal Office of the Premier is seeking a voice solution to equal or better the current deployment.

2. Background

The current supplier contract term is nearing an end and the department requires an end to end telephony solution to replace the existing one.

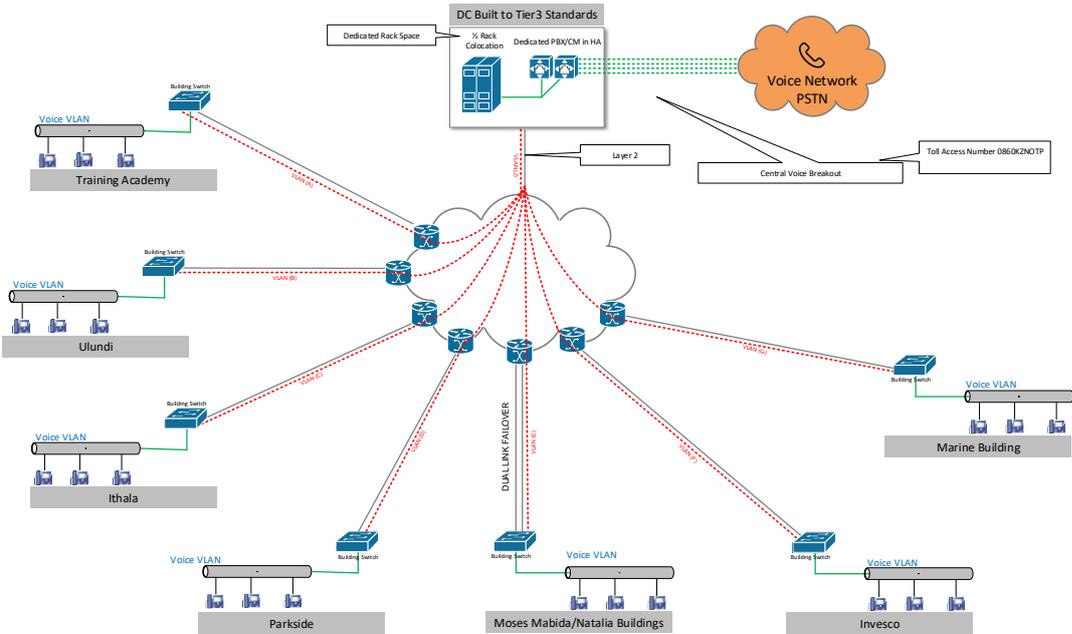
3. Scope of Work

The new solution should create the platform to add more functionality if required. The solution must be scalable to extend to Call Centre services and also expose API's for 3rd party application integration.

KZN OTP is looking for a solution where a call manager is housed in a Service Provider environment servicing the seven (8) sites via layer 2 links from site to Data center. KZN OTP will require a dedicated Call Manager in High Availability in a secure datacenter. This must not be multitenant environment.

Below is a conceptual design of KZN OTP requirement for your ease of reference.

Office of the Premier – Colocated Managed PBX Solution



4. Notes

The OTP LAN is PoE enabled. All LAN cabling is in place. Adhoc LAN cabling might be required.

5. Requirements

- All equipment required including handsets must be catered for or within the solution.
- A Service Level Agreement (SLA), listing service delivery levels will be required. VIP support will be required within the SLA. Quarterly meetings as part of the SLA.
- Monthly reporting should be part of the solution
- A single point of contact for fault reporting and failures

5.1 Network Connectivity Requirements

Connectivity is required at the following centers;

	Network Requirements		Comply/Not Comply
Site	Telephone Users (Use to calculate your bandwidth requirements for the Layer 2)	Last Mile SLA required	
Durban			
Prov. Training Academy	54	99% (Single Access)	
The Marine	55	99% (Single Access)	
Pietermaritzburg			
Moses Mabhida Building	302	99.5% (Dual Access)	
Natalia Building	64	99% (Single Access)	
Parkside Residence	6	99% (Single Access)	
Invesco Building	103	99% (Single Access)	
Nomalanga Building	49	99% (Single Access)	
Ulundi			
Ulundi Office	36	99% (Single Access)	

5.2. User Type information used to specify Handset Choice

Handset breakdown including VIP handsets for Director and above, receptionist, switchboard required;

	SITES	Number of receptionists	PC Based Operator console required	Number Executive Phones	Number of PA Phones	Number of Boardrooms Phones (IP)	Number Basic IP Phones
1	Dokkies/Training Academy	2		3	1	4	44
2	Invesco	1		8	8	2	84
3	Marine	3		22	4	6	20
4	Moses Mabhida Building	2		41	27	3	230
5	Natalia	1		6	5	3	49
6	Parkside	0		3	1	2	0
7	Nomalanga Building	0		5	2		42
8	Ulundi	1		2	2	1	30

5.3 Data Center Mandatory Requirements;

	Data center Requirements	Comply/Not Comply
Design	Designed to Tier III standards – all systems are concurrently maintainable (N+1).	
Mains Power	Mains power is provided via two independent 11 kV feeds from the respective local power utilities.	
Backup Power	Backup power is provided by diesel generators, with sufficient fuel storage on site for 4 days autonomy.	
Uninterruptible Power Supplies (UPS)	All systems are fed from dual UPSs powered by lead acid battery banks providing one hour of autonomy. Dual AC power feeds are provided to all racks within the colocation space, either single phase or three phase.	
Cooling Systems	Cooling is provided by closed loop water HVAC systems that require minimal water for humidification only. The latest expansions use hot aisle containment, achieving Power Usage Effectiveness (PUE) of 1.5 or better.	
Security	Security includes card and biometric access control, centrally monitored alarms and sensors as well as CCTV. Physical security includes electric fencing, 24 x 7 manned entrances and slab to slab walls for secured areas.	
Certification	The South Africa Data Centre sites have ISO27001 certification for information security management. Specific areas have PCI DSS certification for physical security and ISAE 3402 service assurance certification.	

5.4 Mandatory Overall Solution Requirements

	Overall System Requirement	Comply/Not Comply
1.	Auto Attendant with standard and customizable scenarios	
2.	Call blocking, forwarding, hold, transfer, Call Relay and call waiting	
3.	Caller ID detection and hiding caller ID	
4.	Voicemail system Voicemail notification via SMS/email Caller ID-based voicemail profile	
5.	Call park, call pickup, paging, intercom	
6.	Distinctive ringing Speed dial Many Extension Ringing	
7.	Receptionist	
8.	Call hunting, Call back from Auto Attendant, Emergency Call Alert, Hold music, Call history, Do Not Disturb, Global speed dial	
9.	Find Me / Follow Me,	

	Unified Messaging, Three-way conferencing, G3 fax support: T.38 and clear channel fax, Universal Extension Recordings, Busy auto redial, Directory assistance, Phone Book,	
10.	PC Based Application for Receptionist	
11.	Phones to support 1Gbps LAN	
12.	switchboard must be compatible with JAWS to support Blind receptionist	
13.	High Availability system	
14.	The system should generate (Telephone Management System) TMS reports	
15.	API for third Party Applications like Microsoft	
16.	Callback App for IOS and Android Mobile devices	
17.	Call Recording capability	
18.	Support third Party Phones	
19.	Support Softphone Application for IOS, Android and Windows	
20.	Hunting Groups to be setup	

5.5 Mandatory Voice requirements

	Enterprise Voice	Comply/ Not Comply
1.	Ability to make and receive calls on the PSTN and Mobile operators via interconnects	
2.	Provide Boss/PA scenarios	
3.	Ability to support SIP	
4.	Ability to comply with Department Dial Plan	
5.	Ability to define call permissions per user	
6.	Provide PIN number per user	
7.	Ability to route and que incoming calls to designated person for special purposes such as reception (attendant Console), internal IT Help Desk	
8.	Support for hot desking between phones.	

35 **EVALUATION CRITERIA**

35.1 The bid will be subject to the 80/20 Preference Points System (**80 points for price & 20 points for specific goals**) as per Preferential Procurement Regulations 2022. For specific goals 10 points will be allocated to 51 % or more Black ownership, 5 points will be allocated to Women ownership and 5 points will be allocated to Youth ownership in terms of a bidder’s B-BBEE scorecard. The B-BBEE certificate must be issued by a SANAS accredited verification agency. A duly completed Sworn affidavit signed by the deponent and commissioned by the authorized commissioner of oaths.

35.2 The bid will also be evaluated on functionality; a bidder who scores less than 60% per category AND less than 70% overall functionality will be eliminated.

35.3 As part of the evaluation process of this bid, the Office of the Premier may conduct site inspections

35.4 The points scored for functionality will be dealt with separately from points for price and empowerment / specific goals in line with the National Treasury Instruction Note on the Amended Guidelines in Respect of Bids that include Functionality.

36 The evaluation criteria will consist of the following steps:

36.1 **Step 1:** Bids Check and verify compliance with the submission and completion of compulsory bid documents viz Annexure A, Sections A to J. Failure to comply with any of the sections contained in the bid document that constitute step one will render the bid invalid.

Criteria	Yes	No	Remarks
Cover page- the cover page must be filled in			
PART A INVITATION TO BID (SBD 1)			
PART B TERMS AND CONDITIONS FOR BIDDING (SBD 1)			
Section A: SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS			
Section B: REGISTRATION ON CENTRAL SUPPLIER DATABASE			
Section C: DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE.			
Section D: OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE			
Section E: PRICING SCHEDULE (SBD 3.1, SBD 3.2 & SBD 3.3)			
Section F: BIDDERS DISCLOSURE (SBD 4)			
Section G: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (SBD 6.1)			
Section H: AUTHORITY TO SIGN A BID			
Section I: GENERAL CONDITIONS OF CONTRACT			
Section J: SPECIFICATION (TERMS OF REFERENCES) AND SCC			

NB: Each party to the J/V or Consortium must individually compile Sections SBD 4, and SBD 6.1.

36.2 Step 2: Check and verify compliance with the submission of schedules 1 to 5. The Non-submission of the latter schedules contained in the bid document or to be completed and submitted, as well as incomplete and inaccurate schedules will render the bid invalid.

Criteria	Yes	No	Remarks
Schedule 1 – Attach SARS tax verification Pin number and CSD tax compliance proof.			
Schedule 2- Declaration of interest (SDB4)			
Schedule 3 – original B-BBEE certificate or original certified copy of a valid B-BBEE certificate for purposes of confirmation of the bidder being a level 1 bee and for the purpose of calculating preference points			
Schedule 4– Authority to sign			
Schedule 5- Certificate of Compliance			

Step 3: Bid will be evaluated for functionality as follows:-

CRITERIA	MAXIMUM TO BE AWARDED	SCORING	MEANS OF VERIFICATION
Functionality	100		
1.	(30)		
Service provider’s understanding of the assignment and deliverables	30	<p>Understanding of the Problem Statement Focus Areas</p> <ul style="list-style-type: none"> • 10 Points - Project charter linked to the Telephony services <ul style="list-style-type: none"> -Overview of the project -Goals and Objectives of the project -Define how project scope, goals and objectives will be achieved -Capacity and resources required and how resources will be sourced • 10 Points - Clearly aligned Project Plan <ul style="list-style-type: none"> -Clearly outlined project plan which identify stakeholders and how stakeholders will be managed -Set and prioritize goals -Define deliverables -Project schedule • 5 Points - Milestones <ul style="list-style-type: none"> -Detail identification of definition of milestones/timelines -Assignment of milestone/ tasks to officials/team -Communication and feedback • 5 Points - Risk Plan/ Strategy <ul style="list-style-type: none"> -High level risks to ensure professionalism and integrity of service -Risk plan to ensure that the project is delivered as expected -Business continuity/uninterrupted operation -Management of help desk 	A clear project methodology with clear Milestones and timelines of delivery aligned to the project scope and requirements

		-Environmental Security and protection of data -Effective management of SLA etc. -Critical risks to ensure that the project scope and deliverables are delivered as expected	
2.	(30)		
Service provider capacity and appropriate technical skills	20	Supplies hosted VOIP services to Companies with: 20 Points – 401+ employees 15 Points – 201 – 400 employees 10 Points – 101 – 200 employees 5 Points – Between 1 – 100 employees	Traceable reference letters clearly indicating the number of employees serviced from the previous clients.
	10	1 - 2 years' experience – 0 Points 3 – 5 years' experience - 4 Points 6 – 8 years' experience – 7 Points 9 years' experience – 9 Points 10 years plus experience – 10 Points	List of projects that have been conducted by the company along with the nature, size date and the value and Signed reference letters on clients' letter head with traceable contact numbers
3.	(20)		
Key Experts	10	Qualifications in telecommunication (10) <ul style="list-style-type: none"> • Masters and upwards -10 Points • Honours Degree – 7 Points • Bachelor's degree – 5 Points • National Diploma -3 Points 	Originally Certified Copies of qualifications of the key experts.
Project Leader	10	Experience in PRINCE 2 or PMBOK 10 years' experience – 10 Points 6 t 9 years' experience – 6 Points minimum of 5 years' experience – 4 Points	Profiles and / or C.V. of the Project Leader
4.	(20)		
3.1 Company Owns dedicated Support Team.		3.1 = 20 Points 3.2 = 15 Points	3.1 Proof of employment of the support team including CV of the support team
3.2 Company outsources the Support Function.			3.2 SLA agreement signed by all parties as proof of the outsourced support team including CV of the support team

NB: Service providers who score less than 60% per category AND less than 70% overall functionality will be disqualified

36.3 Step 4: Application of the 80/20 preference point system.

- 29.4.1 80 points will be allocated for price and 20 points will be allocated for Specific goals Empowerments Goals.
- 52.4.2 Points are indicated against each goal as follows:

FACTORS	POINTS
PRICE POINTS	80
SPECIFIC GOALS	20
TOTAL	100

1. SUBMISSION OF BID

- 1.2 Submission of bid will be deemed to confirm that a bidder has tendered from an informed perspective.
- 1.3 No claims will be entertained due to a lack of knowledge of the situation in the Province.

2. FALSE DECLARATION.

- 2.1 All information requested in this document and provided by the bidder is accepted in good faith as being true and accurate.
- 2.2 Any false declaration or omission of relevant facts reported to the Office of the Premier will result in the bidder being disqualified.

3. VALIDITY OF BIDS.

Bids must hold good for a period of 120 days from the date of closing of the bid. However, circumstances may arise whereby this Department may request the bidder to extend the validity period under the same terms and conditions as originally tendered for by bidders.

4. CONTRACT PERIOD

- 4.1 The contract period shall remain in force for a period of thirty-six months (**36 months**) from the date of award.
- 4.2 The Office of the Premier reserves the right to terminate the contract with any bidder should the bidder fail to fulfil his/her contractual obligations in terms of this contract.

5. EXTENSION OF CONTRACT

It is normal policy that contracts are not extended. However, circumstances may arise whereby a contract cannot be renewed in time. If this is found to be the case, the Office of the Premier reserves the right to approach the contractor with a view to extending the contract for such period as may be agreed to.

6. PRICING

- 6.1 All prices must be inclusive of VAT
- 6.2 All prices indicated in the bid must be in a South African currency.
- 6.3 Bidders, who are non-VAT vendors, must not include VAT in the bid price, but this must be clearly indicated on the price page.
- 6.4 Each item/service must be priced separately
- 6.5 The Service Provider shall not amend his/her contract prices unless prior approval from the Office of the Premier has been obtained.

6.6 Accumulated discounts must be passed on to the Office of the Premier.

7. ORDERS

7.1 Services shall be rendered only upon receipt of a written official order from the Office of the Premier. Accounts shall be rendered as indicated on the official order or in the contract, as the case may be.

8. PAYMENT AND INVOICING.

8.1 Payment will only be processed upon receipt and verification of invoices by the appropriately authorised officials.

8.2 Payment will be made to the awarded entity only. Any deviation (e.g. cession of contract) will only be accepted after relevant approval has been granted by the Departmental Bid Adjudication Committee.

8.2 Invoices must clearly indicate the order number, invoice number and comply with VAT Act.

8.3 Payments shall be done normally within 30 days after receipt of an acceptable, valid invoice.

9. CANCELLATION OF BID.

The Department reserves the right to cancel the bid.

4. COMMUNICATION

All SCM enquiries related to this bid must be directed to the Office of the Premier for the attention of **Ms S Magwaza** on
Telephone number (033) –341 4788/3531
Email: sithembile.magwaza@kznpremier.gov.za

Or posted

The Act Director: Supply Chain Management
Private Bag X9037
Pietermaritzburg
3200

All technical enquiries regarding this bid must be directed to the Office of the Premier for the attention of Mr S Sibiya (Acting Director: Office Support and Auxiliary Services)
Telephone number (033) 813 0753/0737
Email: sikhumbuzo.sibiya@kznpremier.gov.za

11. REPORTING OF IRREGULARITIES

Bidders are encouraged to advise the client departments on time of any possible Irregularities which might emerge in connection with this contract.

12. UNSATISFACTORY PERFORMANCE

- 12.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- 12.2 Before stringent action is taken, the Office of the Premier will warn the contractor by registered mail that action will be taken in accordance with the contract unless the contractor complies with the conditions. If the contractor does not perform satisfactory despite a final warning, the Office of the Premier will institute the relevant measures for cancellation of the contract.

13. REMEDIES IN THE CASE OF INCORRECT PREFERENCES

- 13.1 Should a Bidder be awarded a contract on the basis of a misrepresentation or false information, the Department, in addition to instituting legal action, will :-
- 13.2 Recover any costs or damages which it may have suffered as a result of the inclusion in the contract, and/or
- 13.3 Cancel the contract and recover any loss which the Office of the Premier may have suffered as a result of having to make less favourable arrangements.

14. CESSION OF CONTRACT

Any cession of a contract will only be accepted after the relevant approval has been obtained by the Office of the Premier.

15 JOINT VENTURE/ CONSORTIUM.

- 15.1 Any bid submitted by a Joint Venture / Consortium must be accompanied by a copy of the Joint Venture Agreement. Such agreement must specify the percentage of the bid to be undertaken by each participating entity.
- 15.2 Parties to the Joint Venture/ Consortium must all sign the Joint Venture Agreement and the minutes of the meeting must be submitted with the bid at the closing date.
- 15.3 Should the parties enter into a Joint Venture, the Joint Venture Agreement should reflect a lead partner and the following information also be furnished:
 - 15.4 Bank account to be used for the purpose of this Bid or Contract.
 - 15.5 Authorised representative and signatory
 - 15.6 Authority letterhead, address etc.
 - 15.7 Joint venture of B-BBEE Certificate

16 COMPLETION AND SUBMISSION OF BBEE CERTIFICATE FOR PREFERENCE POINTS)

- 16.1 In order to qualify for preference points, bidders are to complete the attached form. Failure by the bidder to provide all relevant information required will result in the bid not being considered for the allocation of preference points. If the information required is not applicable to the business, clearly insert the symbols "N/A" in the appropriate space. If the space is left blank, it will be regarded as information that is still outstanding and the points will not be processed further.
- 16.2 Each party to a Joint Venture / Consortium submitting a bid must complete and submit a separate BBEE verification Certificate together with the bid before the closing date and time of the bid.

17. COMPLETENESS OF THE BID

Bidders will only be considered if the bid document is correctly completed in all respects and accompanied by all relevant certificates and other necessary and applicable information.

18. EXPENSES INCURRED IN PREPARATION OF BIDS.

The department will not be responsible for expenses or losses which the bidder may incur in the preparation of this bid.

19. COMPUTERIZED BID DOCUMENTS.

Submission of reproduced computer printouts or fax bid documents will not be accepted

20. LATE BIDS.

- 20.1 Bids are late if they are received at the address indicated in the bid document after the closing time/date.
- 20.2 The bid box will be sealed off at 11:00 am and Bidders are therefore advised to ensure that Bids dispatched allowing enough time for any unforeseen events that may delay the delivery of bid.
- 20.3 Late bids shall not be considered

21. NOTIFICATION OF AWARD OF BID.

- 21.1 Notification of award of a bid shall be in writing to the successful bidder by a duly authorised official of the department.
- 21.2 The letter of acceptance of the bidder's offer or an official order note constitutes a legal and binding contract.
- 21.3 The publication of award will be advertised in the same media as the invitation to bid and will be subject to confirmation of no appeals or finalization of the appeals process.

22. CONTRACT AND SERVICE LEVEL AGREEMENT.

- 22.1 The successful bidder will be required to sign a contract and Service Level Agreement within 30 days of the award, with the KwaZulu-Natal: Office of the Premier.

23. APPEALS PROCEDURES

All service providers advised to refer to KZN SCM Policy framework for the Appeals process and procedures. The SCM Policy framework is available on KZN Treasury website: www.kzntreasury.gov.za

24. ACCEPTANCE OF BIDS

Office of the Premier is under no obligation to accept the lowest or any bid submitted.

SECTION E (MANDATORY RETURNABLE DOCUMENTS)
Schedules 1 to 5

SCHEDULE 1– Attach SARS Tax verification Pin number and CSD tax compliance proof. Original valid tax clearance. In the case of a Joint Venture/Consortium each Entity must submit a tax clearance certificate separately

SCHEDULE 2 – Declaration of interest (SBD4). Please note that over and above this declaration being completed by the authorized representative on Section E of the standard bid document, all other to the agreement must sign the declaration of interest and attach these as Schedule 3

SCHEDULE 3 – Original B-BBEE certificate or original certified copy of a valid B-BBEE certificate for purpose of calculating preference points OR
Original sworn valid affidavit for the purpose of calculating preference points

SCHEDULE 4 – Authority to sign a bid (Please note that with the exception of a Sole Proprietor, the resolution to sign the bid passed by members, Board of Directors or partners, trustees and co-operatives must be furnished.)

(i) If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorised the person who signs this bid to do so, as well as to sign any bid resulting from this bid and any other documents and correspondence in connection with this bid and / or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid.

(ii) In case of a close corporation submitted a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

(iii) A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

Schedule 5

Certificate of Compliance with Tender Documentation

It is certified that I/We _____

- 1) Have read through and fully understood all the requirements of the Tender Documents and any other associated documents.
- 2) Am/are willing to submit the Tender based on all the Conditions of Contract, as described, and shall comply with all the terms and conditions of this Contract, as well as provide all annexure and schedules stipulated.
- 3) Have witnessed the demographics of the Province and studied requirements and acknowledged all restrictions, etc thereto.
- 4) Acknowledge, understand and confirm full acceptance of the specification incorporated in this Tender document, and that failure to comply with the submission of a completed bid document as well as failure to submit all relevant Annexure and Schedules will result in the immediate disqualification of the bid submitted.

SIGNATURE: _____

DATE: _____

NAME IN BLOCK LETTERS: _____
(Duly authorized)

DESIGNATION: _____

WITNESS: _____

For and on behalf of
NAME OF FIRM: _____

ADDRESS: _____

.....
SURNAME AND INITIALS OF REPRESENTATIVE

.....
SIGNATURE

.....
DATE