KWAZULU-NATAL PROVINCE
AGRICULTURE AND RURAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

1 Cedara Road, Pietermaritzburg, 3200
KZN Department of Agriculture & Rural Development, Private Bag X9059, Pietermaritzburg, 3200
Tel: 033 355 9100

Invitation to Tender – DARD 01/2022

KwaZulu-Natal– DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT
Suitable and capable service providers are invited to bid **Appointment of a Suitable Service Provider to Supply and Install Internet Protocol Telephone System (IPT) and IP phones, and end- to end video conferencing solution for the KZN Agriculture and Rural Development Department (KZNDARD) across the province**

Department reserves the right to:

(i) To accept part of a tender rather than the whole tender.
(ii) To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
(iii) To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
(iv) To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.

Prequalifying Criteria

(i) BBBEE Level 1 (as per the provisions of section 4(1) (a) of the PPPFA Regulations, 2017)

Contact Details for Enquiries

Queries relating to the issue of these documents may be addressed to

Administrative: Ms. Nompumelelo Dladla Tel. No. 033 355 9369: or Nompumelelo.Dladla@kzndard.gov.za and

Technical: Mr. T. W. Mkhize Tel. 082 959 0424 or wiseman.mkhize@kzndard.gov.za

The closing date and time for receipt of Tenders is **28 July 2022** extended to **18 August 2022 at 11h00.** Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted

KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

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SBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE *(NAME OF DEPARTMENT/ PUBLIC ENTITY)*					
BID NUMBER:	DARD 01/2022	CLOSING DATE:	18/08/2022	CLOSING TIME:	11h00
DESCRIPTION	**Appointment of a Suitable Service Provider to Supply and Install Internet Protocol Telephone System (IPT) and IP phones, and end- to end video conferencing solution for the KZN Agriculture and Rural Development Department (KZNDARD) across the province**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**Nompumelelo Dladla**	CONTACT PERSON	**Mr. T.W. Mkhize**
TELEPHONE NUMBER	**033 355 9369**	TELEPHONE NUMBER	**082 959 0424**
FACSIMILE NUMBER	**n/a**	FACSIMILE NUMBER	**n/a**
E-MAIL ADDRESS	**nompumelelo.dladla@kzndard.gov.za**	E-MAIL ADDRESS	**wiseman.mkhize@kzndard.gov.za**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ 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?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ 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.

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 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 initialed.
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. Bidder must initial each and every page of the bid document.

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;

   3.1 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:

Quotation Reference No: **DARD01/2022**

Goods/Service/Work: **Appointment of a Suitable Service Provider to Supply and Install Internet Protocol Telephone System (IPT) and IP phones, and end- to end video conferencing solution for the KZN Agriculture and Rural Development Department (KZNDARD) across the province**

****

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: ___/___/_________

____

Name of Departmental or Public Entity Representative
(PRINT NAME)

Departmental Stamp With Signature

PART C

PRICING SCHEDULE
(Goods/Service/Work)

NAME OF BIDDER: ……………………………………………………………………………………………

CLOSING TIME: **11h00** CLOSING DATE: **18/08/2022**

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

BID NUMBER	DESCRIPTION	TOTAL BID PRICE IN RSA CURRENCY *(All applicable taxes included)
DARD 01/2022	**Appointment of a Suitable Service Provider to Supply and Install Internet Protocol Telephone System (IPT) and IP phones, and end- to end video conferencing solution for the KZN Agriculture and Rural Development Department (KZNDARD) across the province**	

Amount in Words:

……………………………………………………………………………………………

……………………………………………………………………………………………

……………………………………………………………………………………………

……………………………………………………………………………………………

Official Company Stamp

Signature

SBD 3.1

SECTION E

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.. Closing Time 11:00	Bid number.. Closing date...

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 applicabl

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………………………………………………
Closing Time 11:00	Closing date……………………………………………

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

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. 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

2. 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

PRICING SCHEDULE
(Professional Services)

Name of bidder.. Closing Time 11:00	Bid number.. Closing date..

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

ITEM NO.	DESCRIPTION	BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R...
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)
4. PERSON AND POSITION

PERSON AND POSITION	HOURLY RATE	DAILY RATE
....	R..............................	....
....	R..............................	....
....	R..............................	....
....	R..............................	....
....	R..............................	....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

....	R..............................	.... days
....	R..............................	.... days
....	R..............................	.... days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
....	....	....	R ....
....	....	....	R ....
....	....	....	R ....
....	....	....	R ....
....	....	....	R ....

TOTAL: R..

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

Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices. DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
....	....	....	R ....
....	....	....	R ....
....	....	....	R ....
....	....	....	R ....
....	....	....	R ....

TOTAL: R...

6. Period required for commencement with project after acceptance of bid ....
7. Estimated man-days for completion of project ....
8. Are the rates quoted firm for the full period of contract? *YES/NO
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ....
....
....
....

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

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:

……………………………………………………………………………………………

……………………………………………………………………………………………

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:

……………………………………………………………………………………

……………………………………………………………………………………

[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.

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3,4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF

PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING

ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE

TO BE FALSE.

……………………………… Signature	……………………………………………… Date
……………………………… Position	……………………………………………… Name of bid

[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.

SECTION G

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US$ 10 million or other currency equivalent to US$ 10 million will have a NIP obligation. This threshold of US$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US$10 million.

or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US$3 million awarded to one seller over a 2 year period which in total exceeds US$10 million.

or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US$10 million.

or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

a. the contractor and the DTI will determine the NIP obligation;
b. the contractor and the DTI will sign the NIP obligation agreement;
c. the contractor will submit a performance guarantee to the DTI;
d. the contractor will submit a business concept for consideration and approval by the DTI;

e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
f. the contractor will implement the business plans; and
g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number .... Closing date: ....

Name of bidder...

Postal address ....

....

Signature...................................... Name (in print)..................................

Date...

SECTION H

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

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

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

---

1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10.. preference point system shall be applicable; or

b) The 90/10 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	**100**

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. **DEFINITIONS**

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"price"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. **FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

4. **POINTS AWARDED FOR PRICE**

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \qquad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4.2 **FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT**

4.3 **POINTS AWARDED FOR PRICE**

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

5. **POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

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

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

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

8. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

8.1.1 If yes, indicate:

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

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

iii) The B-BBEE status level of the sub-contractor......................................……………..

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

(***Tick applicable box***)

YES		NO	

v) **Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:**

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

9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:……………………………………………………………………………

9.2 VAT registration number:…………………………………………………………………………

9.3 Company registration number:…………………………………………………………………

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

………
………
………
………………………………………………………………

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[*TICK APPLICABLE BOX*]

9.7 Total number of years the company/firm has been in business:……………………………

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

WITNESSES 1. ……………………………………… 2. ………………………………………	………………………………………. SIGNATURE(S) OF BIDDERS(S) 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 naturalisationi- 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 naturalisationi- 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,
- 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

SBD 7.1

SECTION J

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)... in accordance with the requirements and specifications stipulated in bid number..................... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Technical Specification(s);
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
   - Declaration of interest;
   - Declaration of bidder's past SCM practices;
   - Certificate of Independent Bid Determination
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) ....

CAPACITY ....

SIGNATURE ....

NAME OF FIRM ....

DATE ....

WITNESSES	
1	....
2.	....

SBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I... in my capacity as... accept your bid under reference number ....dated...........................for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ....ON.....................................

NAME (PRINT) ....

SIGNATURE ....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE ....

SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)………………………………….. in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number………………….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (iv) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
   - Declaration of interest;
   - Declaration of bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (v) General Conditions of Contract; and
   (vi) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)	……………………………
CAPACITY	……………………………
SIGNATURE	……………………………
NAME OF FIRM	……………………………
DATE	……………………………

WITNESSES

1 ……………………………………

2 ……………………………

SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I.. in my capacity as.. accept your bid under reference number ....dated............................for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ....ON.......................................

NAME (PRINT) ....

SIGNATURE ....

OFFICIAL STAMP

WITNESSES
1 ....
2 ....
DATE: ....

CONTRACT FORM - SALE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE SELLER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE SELLER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution).. in accordance with the requirements stipulated in (bid number)..................... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (vii) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Declaration of interest;
   - Declaration of bidder's past SCM practices;
   - Special Conditions of Contract;

   (viii) General Conditions of Contract; and
   (ix) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I undertake to make payment for the goods/works as specified in the bidding documents.

6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) ....

CAPACITY ....

SIGNATURE ....

NAME OF FIRM ....

DATE ....

WITNESSES	
1	....
3.	....
DATE:	....

CONTRACT FORM - SALE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE SELLER)

1. I.. in my capacity as.. accept your bid under reference number ....dated............................for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).

2. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

3. I confirm that I am duly authorised to sign this contract.

SIGNED AT ....ON.......................................

NAME (PRINT) ....

SIGNATURE ....

OFFICIAL STAMP

WITNESSES

3. ....

4. ....

DATE ....

SECTION M

GENERAL CONDITIONS OF CONTRACT

1. Definitions

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 anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

1.1 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.

1.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

1.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

1.1 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.

1.2 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.

4.1 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.

4.2 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.

4.3 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.

4.4 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:

8. 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

9. 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

1.1 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.

1.2 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.

2. Delivery and documents

2.1 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.

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

3. Insurance

3.1 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.

4. Transportation

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

5. Incidental Services

5.1 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.

5.2 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.

6. Spare parts

6.1 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.

7. Warranty

7.1 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.

7.2 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.

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

7.4 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.

7.5 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.

8. Payment

8.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

8.2 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.

8.3 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.

8.4 Payment will be made in Rand unless otherwise stipulated in SCC.

9. Prices

9.1 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.

10. Contract amendments

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

11. Assignment

11.1 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.

12. Subcontracts

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

13. Delays in the supplier's performance

13.1 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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.

13.6 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.

14. Penalties

14.1 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.

15. Termination for default

15.1 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.

15.2 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.

15.3 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.

15.4 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.

15.5 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.

15.6 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.

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

15.7 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.

16. Anti-dumping and countervailing duties and rights

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

17. Force Majeure

17.1 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.

17.2 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.

18. Termination for insolvency

18.1 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.

19. Settlement of Disputes

19.1 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.

19.2 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.

19.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

19.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

19.5 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.

20. Limitation of liability

20.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

21. Governing language

21.1 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.

22. Applicable law

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

23. Notices

23.1 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

23.2 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.

24. Taxes and duties

24.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

24.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

24.3 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.

25. National Industrial Participation (NIP) Programme

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

26. Prohibition of Restrictive practices

26.1 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).

26.2 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

SECTION N

SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

The offers must remain valid for a period of 120 days from the closing date of the submission of bids.

1. CONTRACT PERIOD

1.1 The contract will run for a period of sixty (60) months

2. EVALUATION CRITERIA

There are *four* stages in the selection process, namely,

a) Stage one: Pre-qualification Criteria

b) Stage two: Administrative Compliance

c) Stage three: Functionality Criteria

d) Stage four: Price and BBBEE

Ensuring that bids comply with administrative Compliance and the price and preference points.

2.1. **Stage 2 - Administrative Compliance**

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

The following documentation must be submitted:

Criteria		Yes	No	Remarks
Section A	Invitation to Bid.			
Section B	Terms and Conditions for bidding			
Section C	Special instructions regarding completion of bid			
Section D	Registration on central suppliers' database			
Section E	Declaration that Information on Central Suppliers Database is correct and up to date.			
Section F	Pricing schedule – firm prices			
Section G	Declaration of interest			
Section H	Official Briefing session form			
Section I	Authority to sign a bid			
Section J	Conditions of contract			
Section K	Special conditions of contract			
Section L	Schedule of variation form goods or services information			
Section M	Schedule of alternative bids			
Section N	National industrial participation programme			
Section O	Preference claim form (6.1) Points claim			
Section P	Declaration of Bidders Past Supply Chain Management Practices			
Section Q	Certificate of independent bid determination			
ANNEXURE C	General conditions of contract			
ANNEXURE D	Terms of reference/ Specification			

2.2. Preferential Point Evaluation

2.2.1. This bid will be evaluated using the 90/10 preference point system.

2.2.2. Bidders must comply with SBD 6.1 Declaration form to claim preference points.

3. BID APPEAL TRIBUNAL

PLEASE NOTE:
Any appeals regarding the award of this bid should be lodged within 5 working days from the date of the publication of bid results in the Government Tender Bulletin which is published every week on Friday and may be down loaded from the website www.tenderbulletin.gov.za.

The address provided for the lodging of appeals is:

The Chairperson
Bid Appeals Tribunal
Private Bag X9082
Pietermaritzburg
3200

FAX NO.: (033) 897 4501

SECTION O

AUTHORITY TO SIGN A BID

BIDDERS MUST COMPLETE THE RELEVANT APPLICABLE SECTION: A, B, C, D, E, F & G HEREUNDER

A. CLOSE CORPORATION

In the case of a close corporation submitting 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 authorizing a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on ……………………………… 20……….. at ……………………….. ………………………………….Mr/Ms……………………………………………………………………………, whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of Close Corporation) ……………………………………………………………………

………

SIGNED ON BEHALF OF CLOSE CORPORATION: ………………………………………………… (PRINT NAME)

IN HIS/HER CAPACITY AS ……………………………………………………… **DATE**: …………………..

SIGNATURE OF SIGNATORY: …………………………………………………

WITNESSES:

1……………………………………………

2……………………………………………

B. COMPANIES

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, authorising the person who signs this bid to do so, as well as to sign any contract 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

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on……………………………20……, Mr/Mrs………………

……………………………………………………………………………………………… (whose signature appears

below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company) ………………………………………………………………………………………

IN HIS/HER CAPACITY AS: ………………………………………………………………………………

SIGNED ON BEHALF OF COMPANY: ……………………………………………………………………
(PRINT NAME)

SIGNATURE OF SIGNATORY: …………………………………………… **DATE:** ……………………………

WITNESSES:

1. ……………………………………………

2. ……………………………………………

C. SOLE PROPRIETOR (ONE – PERSON BUSINESS)

I, the undersigned……………………………………………………………… hereby confirm that I am the

sole owner of the business trading as ………………………………………………………………………

……

……………………………………………………… ………………………………………………
SIGNATURE **DATE**

D. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
…………………………………	…………………………………	…………………………………
…………………………………	…………………………………	…………………………………
…………………………………	…………………………………	…………………………………
…………………………………	…………………………………	…………………………………

We, the undersigned partners in the business trading as…………………………………………

hereby authorise ……………………………………………………………to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract on behalf of

…………………………………	…………………………………	…………………………………
SIGNATURE	**SIGNATURE**	**SIGNATURE**
…………………………………	…………………………………	…………………………………
DATE	**DATE**	**DATE**

E CO-OPERATIVE

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.

By resolution of members at a meeting on ……………………………… 20……. at ………………………

Mr/Ms……………………………………………………………………., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of co-operative)………………………………………………………………………………………………

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

……………………………………………………………………………………

IN HIS/HER CAPACITY AS: ………………………………………………………………………………

DATE: ………………………………………

SIGNED ON BEHALF OF CO-OPERATIVE: ……………………………………………

NAME IN BLOCK LETTERS: ……………………………………………………………………………

WITNESSES:

1. ……………………………………………

2. ……………………………………………

F JOINT VENTURE

If a Bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of the enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on…………………20…………..,

Mr/Mrs……………………………………………………, Mr/Mrs……………………………………………………………

Mr/Mrs…………………………………………………. and Mr/Mrs……………………………………………………… (whose signatures appears below) has been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Joint Venture) ………………………………………………………………………………………

IN HIS/HER CAPACITY AS: ………………………………………………………………………………………

SIGNED ON BEHALF OF COMPANY: ………………………………………………………………………………
(PRINT NAME)

SIGNATURE: …………………………………………… **DATE:** ………………………………

IN HIS/HER CAPACITY AS: ....

SIGNED ON BEHALF OF COMPANY: ....
(PRINT NAME)
SIGNATURE: .... **DATE:** ....

IN HIS/HER CAPACITY AS: ....

SIGNED ON BEHALF OF COMPANY: ....
(PRINT NAME)
SIGNATURE: .... **DATE:** ....

IN HIS/HER CAPACITY AS: ....

SIGNED ON BEHALF OF COMPANY: ....
(PRINT NAME)
SIGNATURE: .... **DATE:** ....

G. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of concerned enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on......................................20..........,

Mr/Mrs.. and Mr/Mrs.. (whose signatures appears below) has been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium) ....

IN HIS/HER CAPACITY AS: ....

SIGNATURE: .... **DATE:** ....

SECTION P

TERMS OF REFERENCE

REQUEST FOR PROPOSAL TO SUPPLY AND INSTALL INTERNET PROTOCOL TELEPHONE SYSTEM (IPT) AND IP PHONES, AND END-TO-END VIDEO CONFERENCING SOLUTION FOR THE KZN AGRICULTURE AND RURAL DEVELOPMENT DEPARTMENT (KZNDARD) ACROSS THE PROVINCE

1. PURPOSE

1.1 The purpose is to invite proposals from the suitable service providers to supply and install hosted (cloud based) Internet Protocol Telephony System, IP handsets and End-to-End Video Conference solution to the KZN Department of Agriculture and Rural Development (the department) for a period of 60 months (5 years).

1.2 Proposals should also include end-to-end video conferencing services, Wi-Fi and cabling (with designs) of offices where required.

2. BACKGROUND

2.1 The Department is currently in the process of upgrading and harmonising its IP Telephony and ICT infrastructure. The department currently has an implemented a VOIP system of which the contract is ending. The department therefore needs a service provider to implement the installation of a new internet telephony system (IPT) and IP phones including the maintenance of such a system. Such system must assist the department with its telephony communication services, management and maintenance.

2.2 The Department also wants to respond to state of emergencies such as Pandemics and Natural disasters - call of more users working remotely via Video platform and facility that will enable less travelling between Local, District, and Head Office, as well as to facilitate training. This will require the provision of an integrated, complete End-to-End videoconference solution as well as a network to support the connectivity of video, audio conferencing and collaboration.

2.3 The Department is currently standardised on MITEL (*the equipment is outdated and the current contract expires in November 2022*) across the province with installations in all **11 districts** including local offices, research centres, colleges and training centres.

TOTAL SITES **Annexure A – Bill of Quantities**

3.3.1. Head Office (624)
3.3.2. Districts Offices (265)
3.3.3. Local Offices (1140)
3.3.4. Training Centres (14)
3.3.5. Research Stations (33)
3.3.6. MEC Satellite Office (07)
3.3.7. North Service Centre (72)
3.3.8. South Service Centre (119)

3. REQUEST FOR PROPOSAL OBJECTIVES- NEW IP TELEPHONY SYSTEM

3.1 This section defines the key business requirements and expectations with regards to the new IP Telephony systems for KZN Department of Agriculture and Rural Development. The objective of the Department is to solicit RFP that meets following requirements.

3.2 Implement state of the art and leading edge IP Telephony infrastructure to meet Departmental requirements and enhance its functionality for current and future needs. Align and meet with Department of KZN Agriculture strategy for high efficiency; cost effectiveness, energy efficiency and improved productivity. Flexible and scalable infrastructure to meet the department growth and objectives.

3.3 Critical to the success of Department of Agriculture in addressing its business needs is fully understanding and explaining the following areas of the enterprise solutions proposed

3.3.9. Scalability
3.3.10. Integration with other Departments business systems Persal, BAS
3.3.11. Reliability
3.3.12. Security
3.3.13. Mobility
3.3.14. Unified Communication collaboration needs
3.3.15. Ubiquitous service and support regardless of geography no interruptions, network or otherwise
3.3.16. Ease of solution management and reporting

3.4 Install a new PBX with full IP platform.

3.5 Immediate contact communications and real-time presence. Ensure internal office / branch interlinking capacity.

3.6 Reduced costs through an intelligent communication infrastructure.

3.7 Reduced risk and a competitive procurement approach by using a modular and standards based approach to component selection and integration.

3.8 Include a UC Mobile that can be linked – twin – to an extension with a mobile device, a home phone or just about any other telephone number.

3.9 For out of office employees that require to be reached using mobility extension. An incoming call will simultaneously ring on both your extension and the twinned device. The device that you use to answer the call establishes a voice path and the other device will cease to ring.

3.10 UCC Mobile extends a range of common PBX features to the selected twinned device and provides a truly integrated mobile and desktop experience by enabling seamlessly switching communications from one device to another. The Unified mobile device must have transfers to and from PBX extension with ease.

4. SCOPE AND DEFINITION OF WORK

The appointed service provider shall ***implement but not limited to*** a solutions suite and provide the following services to the Department:

4.1 IP Telephony – *The solution must but not limited*:

4.1.1 Deliver a hosted/cloud based and highly available IP Telephony Solution based upon a consumption model;
4.1.2 Provide Assessment of the LAN infrastructure;
4.1.3 Replace the existing infrastructure
4.1.4 Port existing KDNDARD dedicated numbers at each office location;
4.1.5 These numbers should be ported to the chosen provider and then trunked back to KZNDARD;
4.1.6 Ensure the numbers will remain the property of the KZNDARD in the event of change of service providers;
4.1.7 Implement a digital telephony management system with centralized billing;
4.1.8 Provide Training of all end users per office and ICT technical staff;
4.1.9 Provide IP Telephony technology with Unified Communications and Collaboration (UC&C) capabilities, such as unified messaging, unified communications and extending the desktop to mobile users;
4.1.10 Provide a failover mechanism
4.1.11 Configure all existing KZNDARD switches to be in-line with this system;
4.1.12 Provide, configure, install and support all phones;
4.1.13 Generate and submit monthly telephone bills per office and per directorate for the duration of the contract;

5. NEW IPT TECHNICAL SPECIFICATIONS AND REQUIREMENTS (Deliverables)

5.1 All bidders to provide the department with a comprehensive solution overview and a detailed Solution Architecture (Diagram) illustrating the system proposed and functionality for the following *but not limited to the list below*

5.1.1 Provincial Infrastructure
5.1.2 How all the Sites and Head office will integrate
5.1.3 Unified communications, SIP and Mobility
5.1.4 VoIP
5.1.5 MPLS/VPN Connectivity
5.1.6 Network design and cabling requirements – must include Wi-Fi
5.1.7 Video Conferencing
5.1.8 Data infrastructure
5.1.9 Virtualization & Media Gateway

5.2 The Unified communication solution must be deployable to any other platform of network infrastructure. The Proposed solution must integrate beyond vendor applications / infrastructure.

5.3 The **telephone system** must have *but not limited to* the following features:

5.3.1 Automatic switching capabilities
5.3.2 Voice Mail
5.3.3 Voice recording
5.3.4 Call forwarding
5.3.5 Call transfer

5.3.6 Teleconferencing
5.3.7 Auto attendant
5.3.8 Call parking
5.3.9 Hunting groups
5.3.10 Follow-me
5.3.11 Call pickup
5.3.12 Music on hold
5.3.13 Message waiting
5.3.14 PC dialler
5.3.15 SMS sending functionality
5.3.16 Handset PIN

5.4 **IP Telephony** – The service provider must provide *but not limited to* the following:

5.4.1 A secured cloud hosted Voice over IP telephone system, the system must include all telephone equipment such as handsets, switchboards for all offices, recording system, Telephone Management System (TMS), WAN connectivity;
5.4.2 The Telephone Management System (TMS) should allow billing per office and per branch or chief directorate. The TMS should allow setting of threshold or maximum amount that an individual can spend on calls per month; individuals should be able to check their monthly limit
5.4.3 The hosted VoIP must enable the deployment of IP phones with all traditional PBX features, without any limitations on user experience;
5.4.4 This solution must enable the department to reduce telephone costs, the bidder must provide an explanation on how this will be achieved;
5.4.5 The service provider will be required to provide connectivity for the proposed system, the service provider must also provide failover mechanism;
5.4.6 VoIP calls must be carried provincially amongst the department's offices over the service provider network and these must be free calls. Only calls terminating to the PSTN (Public Switched Telephone Network) and cell phones etc. should be chargeable.
5.4.7 A number porting function must be available to port the current number blocks to enable continuity and consistency. The service provider will be responsible for porting all number ranges and will also be responsible for all porting costs;
5.4.8 The proposed system must be able to forward calls to another extension or a cellular phone in the event the required extension is not available
5.4.9 The proposed system must be able to run on CAT6 and CAT6e local area network. The service provider will be responsible for the configuration of all existing switches during this implementation; and
5.4.10 The service provider must provide required handsets; this includes PA/secretary handsets, reception/ switchboard handsets, and teleconference phones for boardrooms.
5.4.11 Letter from Original Equipment Manufacturer (OEM) of IPT the solution confirming deployment at similar environments should be attached.
5.4.12 Previous experience of having implemented this solution before in the last 5 years with reference letter as proof.
5.4.13 Provide valid (certified) OEM/OSM partnership certificate.
5.4.14 Proposed solution must give the department flexibility to use other products that may derive better value than vendor's products
5.4.15 Proposed UCC must be deployable on applications within an existing data centre framework. Proposed deployment of the UCC solutions must not depend on the purchase of any vendor proprietary overlay SIP control.
5.4.16 Proposed solution must support management via a web browser that can be accessed from anywhere

5.4.17 Proposed solution must be able to bring voice to the virtual desktop by integrating product with VMware View, generating significant benefits for IT, end users, and the organization.

5.4.18 Bidders must be ISO 9001:2015 and 27001:2013 certified in PABX, VOIP, Routing and Switching, Networking, Contact Center, SIP routing and Project management, as aspects on the certificate only will be considered.

5.4.19 Bidders must submit Video conferencing solution 10 for 20-seater boardroom at each site.

5.4.20 Proposed solution must support a single launch pad for all communications functions with UCA including corporate directory, click to dial, instant messaging (IM), visual voice mail, and audio, web, and video collaboration

5.4.21 Support and maintenance – should be unlimited and costed for the duration of contract.

6. VIRTUALIZATION

6.1 Proposed virtualization solution must have co-residency on common server with third-party applications. This requirement is important for Department to derive more value and TCO benefits behind applications virtualization.

6.2 Proposed solution must fully support VMware Centre advanced management tools, thus allowing Department to extend their data centre management and business continuity practices to UCC.

6.3 Proposed application must allow virtualization on any hardware, which is vendor neutral; this will allow the Department lowest cost, best-fit hardware for their environment.

6.4 The proposed solution must have streamlined management tools including (operations manager, provisioning manager, and service monitor) without adding cost to the solution by procuring each individually.

6.5 The proposed solution must not require upgrade of equipment every three years for technical support. Support must go beyond 36 months' period and must function optimally with or without equipment upgrade.

6.6 The proposed solution must come with 36 months' software assurance note without equipment upgrade.

6.7 Proposed solution must have minimal track record of discontinuing products across their solution. OEM must give a written confirmation that percentage of discontinuing products is less than 8 % in 5 years of its total stock

6.8 The proposed UCC solution must allow scalability in spite of business size, any solution that requires that solution above certain threshold must replace all equipment that is not ideal for this bid.

6.9 The proposed UCC solution must cater for the new equipment without new user interfaces, functionality, user training, and administrator training. The transition between new and old equipment must be seamless to the Department.

6.10 Vendor must support small medium enterprises without investing considerably in sales and technical training to deliver multiple solutions across multiple market segments.

7. DEPARTMENT HAS MANAGEMENT AND GOVERNMENT OFFICIALS THAT REQUIRE 24 HOUR MOBILITY COMMUNICATIONS. BELOW ARE REQUIREMENTS BUT NOT LIMITED FOR MOBILE APPLICATIONS:

7.1 Proposed solution must support location-based services on any of their mobile clients. Solution must also support Unified Communications, which sets dynamic status and presence based on Wi-Fi®, Bluetooth®, or GPS location, without users being required to manually make changes.

7.2 Proposed mobile solution strategy must support major mobile platform and must be a full UCC client, that supports call history, visual voice mail, presence management and functionality must be consistent across all mobile devices. It is important for IT managers to be able to deploy UCC capabilities to users in a consistent way regardless of user device type

7.3 Proposed mobile solution must offer web portal or support for UCC, the solution must further support all devices across the board, whether vendor has a client on it or not.

8. THE DEPARTMENT REQUIRES A SINGLE ACCESS POINT FOR ALL BUSINESS COMMUNICATION AND COLLABORATION NEEDS REGARDLESS OF LOCATION OR DEVICE TO ACHIEVE THE FOLLOWING OBJECTIVES:

8.1 **PRESENCE** – know whether people you want to contact are on the phone, away from their desk or available for a video call, instant chat or collaboration session

8.2 **MESSAGING** – quick access to voice messages with visual message handling and presence information of the person who left the message

8.3 **SOFTPHONE** – enjoy the same desktop phone communications experience from a PC, laptop, or smartphone

8.4 **MOBILITY** – installed as a client on supported iOS® and Android devices, key communications and collaboration features are extended to mobile users

8.5 **WEB CLIENT** – access key unified communications and collaboration features from remote locations using any computer or web-enabled mobile device

8.6 **POINT-TO-POINT VIDEO** – place a video call with the tap of a button

8.7 **INTEGRATION WITH BUSINESS APPLICATIONS** – enhance communications and productivity with integration with other business applications, such as Outlook®, Lotus Notes,® IBM® Sametime, and Google®

9. TELEPHONE MANAGEMENT SYSTEM AND COST SAVING MEASURES

9.1 The reports that must be provided must include the breakdown of the expenditure down to Responsibility, Objective and staff detail also a consolidated report with the total expenditure. This will be used to allocated expenditure on BAS through a journal. Another Report with the allocated budget limits and also showing budget, expenditure and available amount left for use. All reports should also be available in excel format.

9.2 The service provider must provide the department a centralized web-based telephone management system for reporting, configuration and monitoring all sites.

9.3 Explain the TMS functionality, types of reports that can be generated by the system.

9.4 The service provider shall provide details on how the centralized monitoring and system performance management can be achieved by the proposed solution.

9.5 TMS solution should enable management access to the system for different user levels, with different access rights. (Please provide user access levels)

9.6 Emailed individual-generated monthly reports and a consolidated billing report per directorate/district/office.

10. IP TELEPHONY CAPABILITY

10.1 The department requires the installation and commissioning of a Unified communications platform that will address its business communication needs. The service provider shall provide the most optimal and economical IP based communications platform.

10.2 The solution provided should be able to support up to 5000 users and be scalable.

10.3 The Service Provider must provide a suitable solution depending on the department's employee profile at various offices.

10.4 The integrated solution shall indicate all requirements (system, software, middleware, components, modules, interfaces) per the department's offices.

10.5 The service provider must clearly indicate all the assumptions made to provide the solution.

11. CORE SYSTEM REQUIREMENTS

11.1 The system must support intelligent routing. All offices shall route local fixed traffic (voice and fax) through the provisioned Ports and ISDN interfaces. Inter-branch, fixed line calls will be routed over the SIP trunk to STP

11.2 The bidder is required to give SIP trucking rates per minute, not per second rate for calls terminating to all networks. Diagram should be attached of the how the solution will be structured i.e. (VPN, point to point connection.) and costing thereof if there is any.

11.3 System should deliver a full UCC suites - See compliance document for additional details.

11.4 Provision for a Media gateway should be made while the bidder submits the bid for the PABX solution.

11.5 The fax gateway must be connected to voice gateway as part of the solution for UM.

11.6 Fully equipped cabinet required, inclusive of power, fans and accessories.

11.7 Cabinets must be lockable.

11.8 The bidder shall list and describe all applications and features that are packaged with the system.

11.9 The bidder shall provide the future development roadmap

11.10 The bidder shall describe how system wide data will be backed up to ensure 100% data integrity.

12. FURTHER REQUIREMENTS

12.1 To enable the department to connect to Voice over IP (interlinking all departments' offices Main Head Office and District offices, through internal call system and new communication solution).

12.2 The department will use main office pricing to appoint a service provider for the entire province, for harmonization of the entire PABX/VC solution. No other tender will be issued for remaining offices or added offices. All offices should be listed and included in the BID document and pricing to be done per office/site. This avoids support and maintenance price increase

12.3 Over and above pricing per site, bidders must submit a full price list of all items from Controller to IP Phones, IP license, and software licensing, Video conferencing equipment and peripherals and this will be used to configure remaining offices pricing and as a basis for ordering additional equipment on demand due to damage, additional capacity requirements. Department is liable for replacement & additional equipment

12.4 Have an optimum size of digital translation tables that will enable the department to connect phones, voice messaging and fax solutions

12.5 Allow a Telephone Management System that will track costs and telephone usage.

12.6 Make provision for a normal, and preventative maintenance of both hardware and software components of the system.

12.7 Training and transfer of skills – bidders must submit a detailed and proven plan on how they will ensure transfer of skills in the Department and province at large.

12.8 Indicate any additional hardware or software requirements to enable applications/features.

12.9 Provide a detailed report regarding after sales/ maintenance/ support – bidders must submit a clear maintenance and service philosophy.

12.10 Include a standard warranty and maintenance document (SLA) for the three-year contract

12.11 Bidders should note that maintenance shall be fixed at 10% cost of equipment excluding installation and must be shown at that rate in the finalization bid amount.

12.12 Please note maintenance options outside of your standard maintenance contract.

12.13 Please state the guarantee period during which all equipment is repaired free of charge and all the terms attached to this.

12.14 Quality requirements and performance measurement provisions shall be reduced to writing in a service level agreement and signed by both parties.

12.15 The prospective service provider shall always keep full and accurate records of all services provided in terms of the contract and shall provide copies of such records to Auxiliary Services for the duration of the contract.

13. Mandatory requirements

13.1 "Acceptable Bid" - any bid, which, in all respects, complies with the specifications and conditions of the RFB as set out in this document.

13.2 Non-signing of all documents and initialising each page of the bid.

13.3 ISPA membership and WAPA for wireless solution.

13.4 Non-submission of Lease in KZN

13.5 ISO 9001: 2015, ISO 27001: 2013, ISO 20000-1-2011

13.6 Bidder must have two undersea cable contracts direct from the owners 1year or greater

13.7 Submission of ASN number and peering at two (IX) points with NAP Africa.

13.8 Valid OEM partnership confirmation (that solution can be deployed on any server).

13.9 OEM must confirm that service provider has 7 years' experience in (UCC) or IP- PBX.

13.10 ICASA number allocation confirmation letter.

13.11 ICASA IECS and IECNS license must be submitted.

13.12 Bidder must have minimum of 15 IP PBX Certified Technicians

13.13 OEM letter confirming that solutions does use same vendor routers and switches.

13.14 Initial each page at the bottom

13.15 Proof that service provider has implemented minimum of 3000 extensions IP-PBX solution.

13.16 No Virtual or Hosted PBX solutions proposals will be accepted for fair evaluation.
13.17 Full Pricing lists for PBX components itemised.
13.18 Non-submission of inbound and outbound calls rate per minute
13.19 Integrated network diagram
13.20 Bidder must have IECNS and IECS ICASA License.
13.20.1 Proof that bidder is a member porting company and minimum of 5 clients onboarded on their own platform.
13.20.2 Bidder must have own voice or SIP network with radius server that's does own billing.
13.21 Two interconnect agreement must be submitted with the bid for voice for voice traffic transits.
13.22 No briefing will take place only written questions shall be answered via an email, clarity questions can be sent to insert email off is 10 working days from advertisement date .
13.23 Bidder must have a Data Center or own Tier 3 data centre in two locations submit proof.
13.24 Bidder must have minimum Silver partnership with the Vendor and 3 years' experience to respond.
13.25 Bidder must have minimum of 12 OEM certified Engineers and Diploma or Bachelor's degree in IT .
13.26 Bidder must have at least 5 cars for registered in the company name please submit proof.
13.27 Bidder must submit lead Project Manager with Bachelor Degree Information technology, COBIT, ITIL ,TOGAF 9 certified level and Prince two . Certificate of mastering strategy design with 15 -20 years' experience.
13.28 Bidder must submit CV of OEM compliance training certification with Bachelor's or Diploma degree in IT.SSCA SIP training with verification number
13.29 Bidder must submit Lead technician with a Bachelors IT and OEM certifications in UCC , Cloud and Telephony.
13.30 The Department is looking for a single service provider to provide end to end solution for inbound and outbound calls. To eliminate multiple service provider as we currently have three service providers.
13.31 Bidders are to Microsoft Gold partner or Silver and must be able to migrate from Sky for business to MS Teams. With following Skills Bachelors of IT or Electrical engineering with following skills :ITIL, Ms Certified Technology specialist , Ms Certified Technology specialist in Window servers and active directory specialist. Microsoft Certified professional,(MCSA) . With 5-10 years' experience after certification.
13.32 Services at MEC office , eThekwini Region and District offices must be via Microwave or wireless solution due to cable theft, thus requirement for ECNS with ASN number .

13.33 Bidder must have Afrinic contract with own IP block and redundancy in two Internet Exchange points in Durban or CPT and JHB . Submit proof to that effect.

13.34 Bidder must have porting abilities to own network proof to be submitted

13.35 Bidders must make provision for two technician on site one senior and intern.

13.35.1 Port existing Department dedicated numbers at each office location to SIP;

13.35.2 Service provider must have all number range allocation letter for ICASA.

13.35.3 Service provider must be a member of number porting company for Porting purpose.

.

13.35.4 Voice server PBX for voice breakout must be hosted at two IXP tier 3 Datacentre's for redundancy

13.36 Bidders must have minimum of 5 years' experience providing PBX in Government space.

13.37 Bidders solution must guarantee 99% availability solution. No Opensource solution to be provided as it has limited solution.

13.38 Bidders must submit detailed project plan for implementation of the solution for each site .

UCC, SIP AND VOIP SPECIFICATION	REQUIREMENTS
All the sites must interconnect with one another using MPLS links • If the bidder uses wireless connectivity, the wireless link must be managed on the license spectrum	Wireless and/or Fibre connectivity
The connected links must be able to send data and voice simultaneously with QoS functionality with (ECNS and IECS)	All links
Connection to all Departmental offices.	Via SITA WAN
Connection to all (11) Districts and Local offices	Via SITA WAN
Connection speed between to smaller sites	Via SITA WAN
SIP Trunk License	230
PABX UNIT	**REQUIREMENTS**
Software Licensing	For all user extensions
Programming (Pick up Groups)	Department to supply
Fax Gateway (16 lines) connected to voice Gateway	All institutions on 1/8 ratio.
SIP Channel-HQ.	90
SIP Channels – Service Centres and local offices	270
Uninterrupted Power Supply (UPS)	Yes
Database	Department to supply
Auto Attendant	Yes
Preannouncement	Yes
Music on Hold	Yes
Barring	Yes
Electronic Lock Facilities	Yes
PIN Numbers	Yes
Automatic Line Selection	Yes
Paging Internal & External	Yes
SIP inbound and outbound Port fee	360
Speed dial numbers	3324
OPERATOR RELATED EQUIPMENT	
PC Based Consoles (switchboard)	Yes each with controller site
Computers	Department ICT to comply
Headsets	75
Quantity of boxes	For all user with up to 20% growth
TELEPHONE INSTRUMENTS	
Executive Level IP Phones (Unified Communications & Mobility) 1) Mobile Link mobile device integration	14

2) Crystal clear HD audio 3) Mobile phone charging point 4) Embedded Bluetooth 4.1 5) 2 Gigabit Ethernet ports with PoE 6) Enhanced full-duplex speakerphone 7) Cordless speech optimized handset 8) 7" 800 x 480 16-bit Color High Resolution Touch Screen key board and Display 9) Gadget Sidebar: Patented Quick Launch Tool for Applications 10) Embedded Dual GigE Ports, Supports Peripherals: 11) Conference Units, Line Interface Module, Cordless Handset and Headset, Wireless LAN Stand 12) Same Number of Hard Keys (10), Softkeys (6), and Programmable Keys (48) 13) Support for Teleworker, Unified Communications & Desktop Tool 14) Supports HTML Toolkit Release 2.1 with color enhancements 15) Color Touch Display, Dual Embedded, Gigabit Switches, Sidebar, Cordless device	
Management Level IP phones 1.) Large 4.3-inch color display: 480x272 pixel LCD 2.) Mobile Link mobile device integration 3.) Crystal clear HD audio 4.) Mobile phone charging point 5.) Embedded Bluetooth 4.1 6.) 2 Gigabit Ethernet ports with PoE 7.) Enhanced full-duplex speakerphone 8.) Corded speech optimized handset 9.) 2 Gigabit Ethernet ports with PoE 10.) Large graphics display (160 x 320) with 24 programmable keys 11.) Fixed function keys: Hold, Settings, Message, Speaker, Mute, Transfer/Conference, Redial 16) Dual-mode phone: support for SIP protocols 17) Dual-port IP phone (10/100 Mb integrated Ethernet switch), dedicated headset interface 18) Support for SIP protocols and wideband audio support	44
1) **Standard IP Phone** 2) 3.5" QVGA (320x240 pixel) color display 3) Native EHS/DHSG analog headset support 4) 16 MB of memory to support unified communications applications 5) 2 Gigabit Ethernet ports with PoE 6) USB port for headsets and accessories 7) 4way navigation	2188

8) 16 MB of memory to support unified communications applications 9) 12 programmable keys with dual-color LED indicators (for speed dialing, line appearances, feature access, etc.) 10) Dual-port (10/100 MB switched Ethernet) 11) Dual-mode (supports SIP) 12) Page Send/Receive, on-hook dialing, off-hook voice announces and hands-free answerback 13) Hearing aid-compatible phone, two-position	
AUDIO/VIDEO CONFERENCING	**ALL 64 SITES**
AUDIO PERFORMANCE 1) An array of 16 microphones located around the appliance allow for 360-degree sound pickup clearly from up to 3meters away from the appliance 2) Beamforming Technology 3) Provides full-duplex speaker-phone functionality for natural, non-clipped conversation 4) Utilizes technology designed to resist GSM interference from mobile phones and other wireless devices **AUDIO CONFERENCE FUNCTIONALITY** 1) Provides a built-in four-party audio conferencing bridge (one local + three remote) 2) Has a "Consultation Call" ability that provides the ability to set up a call with an external participant outside of the conference Bridge even when the bridge is full **VIDEO COLLABORATION FUNCTIONALITY** 1) Provides a built-in four-party video conferencing bridge (one local + three remote) 2) Up to 720p x 30fps video conferencing support HD multi-party audio / video conferencing capabilities with 3) Built-in four-party bridge (one local + three remote) 4) Allows for Picture-in-Picture display allowing local participants to see their video stream when engaged in a two-party conference 5) Provides Dynamic Bandwidth Adaptation technology to automatically reduce the bandwidth being used when network 6) congestion is encountered and then return back to normal when the network congestion clears **EMBEDDED CAPABILITIES** 1) Web Browser allows multimedia support for access to cloud based services, such as Gmail, Exchange Web for contact dialing and chat functions 2) Provides two USB 2.0 connections	

3) Has a Micro SD card slot for accessing files **SOLUTION INTEROPERABILITY** 1) Can be connected to a business's Corporate Directory via Active Directory® or LDAP support 2) Powered via Power over Ethernet (PoE); Optional PoE Universal 3) Power Adapter or Multi-port PoE Gigabit (Gb) Switch 4) Built upon open, standards-based protocols & codecs (SIP, 5) H.264 Baseline & High Profile)	
HD NETWORK CAMERA FOR CONFERENCING	
1) 1/3", 1.3 megapixel high sensitivity MOS sensor 2) 1280 x 720/1280 x 960 (HD) selectable resolution 3) Tri-CODEC, H.264 (high Profile) / MPEG-4 / JPEG 4) Dual streaming H.264 or MPEG-4 5) MOS sensor technology with superior low light capabilities 6) Full frame (up to 30ips) transmission at 1280 x 960 (HD) resolution 7) 720p HD (H.264) in 16:9 aspect ratio 8) Wide dynamic range plus/ ABS technology 9) High sensitivity in low light 0.3 lux (colour), 0.2 lux (B/W)* **10)** Focus assist technology for easy setup	**For sites with conferencing facilities as per specification.**
Audio web and video Conference bridge 300 ports	**1**
REPORTS 1) Extension Summary reports, Extension outgoing cost reports, Extension detail report with budget usage, Directorate summary reports, Directorate detail reports 2) Top 40/120/300 reports by: Cost, Duration, Number dialled 3) Exchange summary reports, Exchange detail reports, Account code report, Staff members list reports, Memorized reports 4) Graphs, Busy hour graph, History graph, Extension bar graph, Extension pie chart, Exchange line bar graph	**Must Comply**
TMS SERVER: 1) MS Server 2014 (64 Bit) 2) Microsoft. .NET Framework 4.5 3) Microsoft Internet Explorer 8 4) Processor: Quad Core 5) 2 x 500 GB Hard Drives (SCSI if possible - OS/Database/Backup) 6) 8 Gigs RAM 7) 1 Gig LAN Card 8) 1 x DVD Writer • Minimum Database: Microsoft SQL 2012 Express (10 Gigs/Approx.: 1000 000 records Per Gig) Recommended Database for very high call volume customers: Microsoft SQL 2012 Standard / Enterprise Edition	**All users**
• **UNINTERUPTED POWER SUPPLY**	
1) 600VA/1KVA/2KVA Line interactive UPS	

2) Compact 3) Excellent microprocessor control guarantees high reliability 4) Boost and buck AVR for voltage stabilization 5) Auto restart while AC is recovering 6) Off-mode charging 7) Cold start function Generator compatible	64
ACCOMMODATION OF THE PABX, SERVERS	64
1) 42 U Cabinet – Fully equipped Protect your users from cyber threats, whether they are on the network, web or in the cloud 2) User capabilities with a minimum of up to 2500 users 3) Ensure the optimal performance of business-critical applications 4) Negative day threat defense 5) Multi-authentication realm support 6) Visibility into encrypted traffic 7) Integration with advanced threat protections 8) Control over web and cloud usage 9) Accelerated cloud app performance 10) Provide up to 1Gbps throughput for high availability deployments for the hardware platforms and operating 11) System 12) Reporting scales for visibility of all secure web gateway and remote users, with custom dashboards and reports on a single server optimized for up to 20 billion log lines. 13) enable data loss prevention with certified DLP partners, via S-ICAP or standard ICAP Manage risks with a broad and deep set of inspection capabilities 14) Inspect a wide variety of protocols to ensure RFC conformance and prevent hacks. 15) Identify the source of and block denial of service (DoS), distributed denial of service (DDoS), SYN flood, and encrypted attacks 16) Use patented anti-evasion technology to defend and monitor against worms, viruses, Trojans, reconnaissance attacks, spyware, botnets, phishing, peer to peer attacks, and malware 17) Guard infrastructure with specific protections for Unified Communications, WLAN, routing, and switching. 18) Seamless Network Integration 19) Unparalleled Global Correlation 20) Network-Ready Capabilities 21) To meet the needs of the most demanding networks, integrates into the firewall to deliver multigigabit performance, low latency, and high availability features. 22) Performance from 150 Mbps to 10 Gbps to meet the rigors of a broad range of applications and network use. 23) Flexible and highly available deployment options include active-active and active-standby configurations, fail-open and fail-closed modes, IDS	

and IPS modes, redundant power supplies, and load balancing capabilities 24) Proven Threat Prevention 25) Complete Control and Real-Time Visibility 26) Provisioning, monitoring, and troubleshooting 27) Drag-and-drop dashboard gadgets 28) A flexible reporting tool for generating custom and compliance 29) Flexible processes to provision new and updated signatures incrementally 30) Integrated tuning and troubleshooting tools including IPS event-to-policy linkages and cross-launching capabilities 31) Enhanced reporting and event management support features, including Global Correlation 32) Role-based access control and workflow, which help ensure error-free deployments and process compliance Supervisor engines 33) Fast Ethernet modules (with IEEE 802.3af Power over Ethernet [PoE]) 34) Gigabit Ethernet modules (with IEEE 802.3af PoE) 35) 10 Gigabit Ethernet modules 36) Flex WAN modules 37) Shared Port Adaptors/SPA Interface Processors 38) Multi-Gigabit services modules (wireless, network analysis, and security) *(provides maximum uptime with redundancy and rapid (1 to 3 seconds) stateful failover across supervisor engines. It supports modular IOS Software to minimize unplanned downtime through self-healing processes and simplifies software changes through subsystem in-service software upgrades)*	
CALL/CONTACT CENTRE SOLUTION	
FEATURES AND REQUIRMENTS COMPLIANCE Automatic Attendant (ACD) Call Centre Dect Solutions IP PABX IP Phones Mobility Music on Hold Telephone Management System Unified Communication Voice Logging Voice Mail Voice Recording Wi-Fi Phones	
Basic Setup 1) Call centre Agents x 10 Telephone: Wireless headphones Overhead (Bluetooth) 2) Integrates seamlessly into PABX	

3) Links to main Switchboard Operator with different number Separate from general organisational telephone	
Hardware : Supplier provide own PC based server to be secured, compatible with the solution provided.	
Agents' Desktops Minimum requirements: 1) Name of Agent 2) Number Status, Group, DNIS (Dial Number Identification, Specification, Call length, Start time, End Time, Outbound or Inbound 3) Integration into MS365 for CRM 4) Integration into email	
Agent Status - Provides following minimum agent status • Ready or Not Ready • Agent logged in or out • Agents Busy • Agents Idle • Call abandoned • Calls Dropped • Missed calls • Call back • Talk time • Conference calls • Key word segmentation of call nature (minimum of up to 30 Segments)	
IVR (Interactive Voice Response) capabilities	
Auto Attendant • (On hold messaging after hours) offices are currently closes and will reopen....)	
Managing Call Queues • Distribution of calls to first available agent) • Simultaneous call distribution • Calls alert all available agents at once. • The first available agent handles the call	
Call Transfers (to other employees)	
Group Pick ups • Anyone can answer a ringing phone in a department	
Placing calls on Hold • (IVR in background)	
Multilingual Customer support call routing	

• Language preferences. available	
Skills base routing • Connects a particular call to a specific agent.	
Automatic call back • A caller who gets a signal that an agent is busy can instruct the system to call him back	
Predictive Dialer-Blending outbound calls with inbound calls • Telephone control system that automatically calls a list of telephone no's. Can be used for bookings, surveys and confirmations of events.	
Voicemail Routing when agents are busy • The calls are routed to the agents voice mail when busy or dial the direct extension of the agent	
Real Time (ACD) Monitoring (HD Television) • An HD Monitoring display (Minimum 32 Inches) • Monitor display real time call activities in the call Centre e.g. Calls received/dropped or abandoned. Duration of calls and calls holding in the queue • Real-time resource management tools for the supervisor to display how management will view information by agent groups, queues, answering agent, or call treatments. • The real time information must be able sortable and offer a minimum of 10 simultaneous accesses • Screen refresh rate should be a minimum of every 60 seconds for the real time display stations and exceptions should be highlighted and identified. • The real time display solution must provide for the display of real time statistics on wallboards that are visible to all agents in the contact centers at all sites. • The display must make use of multiple colors. • The wall board must be able to display messages to all CRAs generated by supervisors or the contact centre manager. These messages can be generated and edited through a desktop application. • Communication between Wallboards and CTI Server must be IP based • Integrated approach with website required: Website Quick Chat metrics must be displayed on screen	
Call Configurations/Call Overflows and diverting of call capabilities • Calls can be diverted the other departments for assistance in the call Centre without being present in the call Centre	
Recording • The voice recording solution must be integrated into the contact Centre	

application. Recording should be configured to allow automatic recording or to allow agent requested recording. • All recordings must be stored in a database on a server and allow searches by agent or caller's account number and allow play back via the headset either at the agent's desk or at the supervisor's desk. • A supervisor / manager must be able to select to record an agent's call for training purposes. • An application must provide for search and retrieval or recordings • Recordings should be available for e-mailing to a client, supervisor or agent.	
Management Reporting • Statistical and use base reporting must be available on both summary as well as detailed level with the ability to draw analytical information on granular level. • Standard reports must be provided together with a report writing tool to allow the development of customer reports. • The definitions of data elements must be available and readily accessed and clearly defined to allow the development of reports directly off the database. • Historical ACD statistic information must be available by agent, group, queue, day of week, etc. • Thresholds and exceptions must be set through a control or management tool and then highlighted or tracked within the historical information during reporting and online displays. • To allow "cradle to grave" reporting it must be possible to filter historical information application by application or information elements not relevant to desired end-user reports. • Agents must be able to move from desk to desk and have their statistics follow them. • Up-to-the minute reports must be available for queues, stations, agents, and lines without causing problems with the real-time processing of calls. • Reports must be exportable in HTML and Excel format and made available on an Intranet. • Once information from call statistics is logged, there must not be any process that will allow the manual changing of the information and data. • Must be able to export reports to text files or MS Excel spreadsheets.	
Supervisor or call center management • Supervisor OR Manager need a LAN based workstation or terminal to display the Contact Centre data, define limitations and provide access to ACD configuration and routing changes, queue assignments and queue routing changes. • Supervisors or Manager must be provided with the necessary tools to quickly respond to the changes in call volumes between various queues. • Supervisors or Manager must also be able to exist in different states i.e. monitoring, observing, and reporting.	
Additional requirements • The Call Centre software should be Windows based and run on Hyper-V Windows 2012 or 2016	
Call Centre Software upgrades	

• Regular upgrades of software should be conducted and service reports from the supplier must be included the SLA agreement	
Emails and CRM • Emails must be automatically echoed on the call Centre CRM system for reporting and statistical purposes.	
Monitor and improved quality of calls • Manager can listen in on calls for quality assurance and assessment of agents	

PRICING CONTROL SHEET FOR ALL SITES

	QUANTITY	UNIT PRICE	TOTAL
SIP licenses	360		
Standard IP Phone - dual color LED 12 programmable keys, 1Gig port	2188		
Management IP Phone - Large 4.3-inch color display: 480x272 pixel LCD	44		
Executive IP Phone - large backlit graphical display 160 x 320 pixels) with minimum of 16 programmable keys, 1 Gig port	14		
TMS with Budget Barring per device/IP phone	1		
PBX - Controller hardware	64		
Controller Software/ Enterprise license	64		
Unified Communication user license that includes all the advanced functionality stipulated in section 4 of the specification document	974		
Phone licenses	2321		
Operator Console - PC based	75		
Console Headsets – Wired	75		
Auto attendant 30 port	30		
Audio web and video Conference bridge 300 ports	1		
Video Conferencing Cameras	14		
Wireless Device/Phone (IP Dect)	14		
Video Screens LFD	14		
24-Seater Contact center licenses	24		
DECT Base station that candle 8 simultaneous calls	40		
TMS with call barring	All users		
Voicemail Box License per user	All Users		
X24 Seater Call Centre solution inclusive	24		
Lightning Protection (Per PRI)	75		
Uninterrupted Power Supply 20 KVA	64		
Equipment Total			
Project Management			
Installation			
Training			
Sub Total			
VAT @ 15%			
Grand Total			

SECTION Q: SPECIAL TERMS & CONDITIONS

2. INTRODUCTION

2.1 Bidders must ensure that they are fully aware of all the Terms and Conditions contained in this bid document. Only bidders that fully meet the prequalification shall be considered.

2.2 The Bidder is required to check the number of consecutively numbered pages and should any found to be missing or in duplicate, or the text of figures indistinct, or should there be any doubt or obscurity as to the meaning of any part of these documents, the Bidder must ascertain the true meaning or intent of the same prior to the submission of his/her Bid, as no claims arising from any incorrect interpretation will be admitted.

3. ACCEPTANCE OF BID

3.1 The Departmental Bid Adjudication Committee is under no obligation to accept any bid.

4. AMENDMENT OF CONTRACT

4.1 Any amendment to or renunciation of the provisions of the contract shall always be done in writing and shall be signed by both parties, subject to the Departmental Bid Adjudication Committee approval.

5. AWARD

5.1 The Department will award ONE service provider for this bid.

Stage 1: Tests of Responsiveness on company legal documents; as per Bid Evaluation Criteria administrative compliance requirements

Stage 2: Evaluation of Technical proposal on the following key focus area; as per proposal request.

Stage 3: Technical presentation (The department reserves the right not to invite bidders for stage 3)

5.2 The department reserves the right to negotiate with a bidder who proposed the best solution for departmental, s needs.

6. BASIS OF QUANTITIES

6.1 Quantities are as reflected on the specification.

7. CHANGE OF ADDRESS

7.1 Bidders must advise the Departmental Supply Chain Management, Contract Administration should their ownership or address (*domicilium citandi et executandi*) details change from the time of bidding to the expiry of the contract.

8. COMPETENCY OF THE SERVICE PROVIDER

8.1 For evaluation processes, the Department shall apply the evaluation criteria as outlined in the Bid Evaluation Criteria of this bid.

8.2 It shall be vital for the appointed supplier to have sufficient financial resources and capacity to finance and execute as per terms and conditions of the contract.

9. COMPULSORY SITE BRIEFING

9.1 No site briefing.

10. COUNTEROFFERS

10.1 Counteroffers shall not be considered.

11. DELIVERY CONDITIONS

11.1 Delivery of services must be made in accordance with the instructions appearing on the official Service level Agreement / purchase order.
11.2 All deliveries or dispatches must be accompanied by a delivery note stating the official purchase order number against the delivery that has been affected.
11.3 In respect of items awarded to them, contractors must adhere strictly to the delivery periods stipulated by them in their bid document.
11.4 The instructions appearing on the official purchase order form regarding the supply, dispatch and submission of invoices must be strictly adhered to.
11.5 All invoices submitted must be original.
11.6 Deliveries not complying with the order form shall be returned to the contractor at the contractor's expense.
11.7 No locally manufactured product may be substituted during the contract period with an imported product, and vice versa, without prior approval of the Departmental Bid Adjudication Committee.

12. DETAILS OF PAST OR CURRENT CONTRACTS AWARDED TO THE BIDDER (ANNEXURE A)

12.1 The bidder must furnish the following details of all verifiable past and current construction contracts.

12.1.1 Date of commencement of contract/s.

12.1.2 Value per contract; and

12.1.3 Contract details: that is, with whom held, phone number and Address/s of the companies.

13. ENTERING OF DEPARTMENTAL OFFICES

13.1 No representative from a company shall be permitted to enter Departmental premises, buildings or containers unless the departmental official accompanies him / her.

14. EQUAL BIDS

14.1 If two or more bidders score equal in all respects, the award shall be decided using PPPFA Regulations 2017.

15. INVOICES

15.1 All invoices submitted by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.

15.2 A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

15.2.1 The name, address and registration number of the supplier.

15.2.2 The name and address of the recipient.

15.2.3 If applicable, an individual serialized number and the date upon which the tax invoice is issued.

15.2.4 A description of the goods or services supplied.

15.2.5 The quantity or volume of the goods or services supplied.

15.2.6 The value of the supply, the amount of tax charged and the consideration for the supply; or

15.2.7 Where the amount of tax charged is calculated by applying the tax fraction to the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

16. IRREGULARITIES

16.1 Companies are encouraged to advise the Department timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

17. JOINT VENTURES

17.1 Should this bid be submitted by a joint venture; the joint venture agreement must accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.

17.2 Each party to a Joint Venture/ Consortium must submit an original valid Tax Clearance Certificate together with the bid before the closing date and time of bid.

17.3 The joint venture or consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the joint venture or consortium, nomination of an authorised person to represent the joint venture or consortium in all matters relating to this bid and the details of the bank account for payments to be effected.

17.4 The joint venture or consortium must comply with Central Suppliers Database (CSD) registration requirements as per National Treasury directive.

18. LATE BIDS

18.1 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.

18.2 A late bid shall not be considered and, where practical, shall be returned unopened to the Bidder, accompanied by an explanation.

19. LOCAL PRODUCTION AND CONTENT

19.1 The Department of Agriculture and Rural Development promotes Local Production and Content. In the case of designated sectors, only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

19.2 Department of Agriculture and Rural Development reserves the right at its sole discretion to set minimum thresholds for sectors which may not have been declared as designated sectors by the DTI in an effort to stimulate local production and content where relevant.

19.3 Bidders are required to assess their product and /or service offering against the designated sector lists as published by the Department of Trade and Industry (the DTI) and to ensure full compliance to the minimum local content threshold, if relevant, before submitting its response to this tender.

19.4 The Department of Agriculture and Rural Development latest list of designated sectors can be accessed on *http://www.dti.gov.za/industrial_development/ip.jsp*

19.5 Service Provider should ensure that they complete SDB 6.2 of this document. Failure to complete SBD 6.2 shall result in disqualification

20. NOTIFICATION OF AWARD OF BID

20.1 The successful bidder shall be notified via an advert in the same media as the invitation to tender.

21. PAYMENT FOR SUPPLIES AND SERVICES

21.1 A contractor shall be paid by the Department in accordance with supplies delivered and services rendered.

21.2 Should a contractor indicate a special discount on his/her account provided payment is made within a certain time, the Department shall make every effort to take advantage of such discount.

21.3 Any query concerning the non-payment of accounts must be directed to the Department. The following protocol shall apply if accounts are queried:

21.3.1 Contact must be made with the officer-in-charge of the District Office.

21.3.2 If there is no response from the District Office, the Director: Finance must be contacted.

21.4 Information as contained on the Central Suppliers Database must be valid/correct. Non-compliance with Tax Requirements shall affect payment.

22. PERIOD OF CONTRACT

22.1 The contract will run for a period of 60 months

23. PRE-QUALIFICATION CRITERIA

23.1 Only bidders who meet both of the following prequalification criteria may respond: -

a) BBBEE level 1 (as per the provisions of section 4(1)(a) of the PPPFA Regulations, 2017)

23.2 Bidders must submit documentary proof of compliance with the above prequalification criteria.

23.3 Bidders who fail to comply with the above-stipulated prequalification criteria or fail to submit documentary proof of the compliance with the prequalification criteria shall not be considered for this bid.

24. QUALITY CONTROL/ TESTING OF PRODUCTS

24.1 The Department reserves the right to inspect and verify the quality and specifications of the supplied
materials and equipment, as well as other items listed on the Bill of Quantities, before construction and/or installation. In case of deviations in terms of dimensions, strength, numbers or otherwise, the Contractor shall replace these goods for the correct ones at his/her own expense.

24.2 The same replacement obligation to the Contractor would apply during installation and during and after commissioning.

24.3 In the case of sustained or repeated non-adherence to the specifications of the materials and/or equipment, as well as in the case of general negligence during the implementation process, the contract may be cancelled. The Department will in such cases seek compensation from the contractor for the estimated costs for completion.

24.4 In cases of deliberate negligence or unwillingness to adhere to the Departmental specifications, the Service provider will be reported to the Provincial and/or National Treasury for listing on the Restricted section of the Central Suppliers database.

25. ORDER OF PRECEDENCE

25.1 This invitation to bid/quote is issued in accordance with the provisions of the Public Finance Management Act (PFMA), Chapter 16 A of the Treasury Regulations and shall be subject to the provisions of the National Treasury Government Procurement General Conditions of Contract (July 2010). The Special Terms and Conditions are supplementary to that of the General Conditions of Contract. Where, however, the special terms and conditions are in conflict with the General Conditions of Contract, the Special Terms and Conditions shall prevail.

26. SUPPLIERS DATABASE REGISTRATION

26.1 A bidder submitting an offer must be registered on the Central Suppliers Database at National Treasury. A bidder who has submitted an offer and is not registered on the Central Suppliers Database shall not be considered at the time of award. No pending registrations shall be considered.

26.2 A Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

NB: If a bidder is found to be employed by the State and is on the Central Suppliers database, the bidder shall be disqualified.

27. TAX AND DUTIES

27.1 During quotation stage, prices offered and paid must include all customs, excise and import duties, and any other tariffs or taxes levied by the government or statutory body having jurisdiction on the goods provided under this contract, including Value Added Tax (applicable at the current rate).

28. TAX COMPLIANCE PIN

28.1 The bidder must submit a valid Tax Compliance Pin with the bid. Bidders should note that their tax compliance status shall be verified through the Central Supplier Database and SARS.

28.2 Where a Tax Compliance Pin is not submitted with the bid, the Department shall use the Central Supplier Database to verify the tax matters of the bidder.

29. UNSATISFACTORY PERFORMANCE

29.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

29.2 The Departmental official shall warn the contractor in writing that action shall be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum).

29.3 If the Contractor fails to commence the Works or to proceed with and complete the Works in compliance with the projected timeframes, the Head of Department or his/her representative shall take action in terms of its his/her delegated powers and adopt and exercise one of the following courses wholly or partly, viz: -

29.3.1 To direct the Contractor, in writing, on any day named therein to suspend and discontinue the execution of the Works, and to withdraw himself and his workmen from the said Site or Sites,

29.3.2 To make a recommendation to the Accounting Officer for cancellation of the contract concerned.

29.3.3 To Contract or Contracts by calling for Bids or otherwise with any other Contractor or Contractors for the completion of the Works, or any part thereof, at such times and upon such terms as to the Department shall deem best.

29.4 In relation to the foregoing provisions the Department shall charge any sums of money which may be paid by the Department for completing the said Contract against the Contractor and if such amount shall exceed this Contract, then the Department shall have the right to recover such excess or any balance thereof from the Contractor by legal proceedings.

29.5 When correspondence is addressed to the contractor, reference shall be made to the contract number/ item number/s and an explanation of the complaint.

30. VALIDITY PERIOD OF BID AND EXTENSION THEREOF

30.1 The validity (binding) period for the bid shall be 120 days from close of bid. However, circumstances may arise whereby the Department will request bidders to extend the validity (binding) period. Should this occur, the Department shall request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders. This request shall be done before the expiry of the original validity (binding) period.

31. VALUE ADDED TAX (VAT)

31.1 Bid prices must be inclusive of 15% VAT.

31.2 Bidders who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of R50 000 (as of 1 March 2010) has been exceeded in the past 12-month period. Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of the bid.

31.3 For the purposes of calculating preference points, VAT shall not be considered during quotation process.

32. SERVICE LEVEL AGREEMENT

32.1 The successful Bidder and the Department will sign a Service Level Agreement prior to commencement of works. A proposed schedule of works must be provided by the contractor for the approval of the Engineer within two weeks of receiving notification of a successful bid.

32.2 The Special Terms and Conditions (STC), the Standard Technical Specifications (STS) and the Project Specific Specifications (PSS) as listed in this bid document, together with the Drawings, are deemed to form part of the SLA.

33. SUB-CONTRACTED WORK

33.1 The contractor shall not sub-contract the entire contract.

33.2 Sub- contracting shall not relieve the contractor from any liability or obligation under the contract and his/her shall be liable for the acts, defaults and neglects of any sub-contractor, his/her agent or employees as fully as if they were the acts, defaults or neglects of the contractor, his agents or employees.

33.3 Sub- contracting shall be in line with PPPFA Regulation 2017

PART D

BID DISQUALIFYING FACTORS

1. All bids received shall be evaluated on the following phases of evaluation:

(i) Stage one: Pre-qualification Criteria

(ii) Stage two: Administrative Compliance

(iii) Stage three: Functionality Criteria

(iv) Stage four: Price and BBBEE

2. Only bids that who meet both of the following **Prequalification Criteria** shall be considered:

(i) BBBEE Level 1 (as per the provisions of section 4(1) (a) of the PPPFA Regulations 2017).

3. Compulsory administrative compliance requirements that must be submitted with the bid:

3.1 Bids must meet the **Special Terms and Conditions** in all aspects as stipulated in the bid document.

3.2 Annexure A (Bidders past experience) must be completed and signed by the bidder.

3.3 A certified copy of the Resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract 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, where applicable, as per SBD 11

4. **Correctness of information as per SBD 3:**

4.2.1 All information required in the bid document must be accurate and duly completed including all the appropriate signatures.
4.2.2 Use of correction fluid is prohibited.
4.2.3 Any alterations must be initialed.
4.2.4 Under no circumstances may bid forms be retyped or redrafted.

4.3 Central Suppliers Database registration number

5. Functionality

5.1 Relevant experience
5.2 Accreditation / Certification
5.3 Resources and Financials
5.4 Methodology
5.5 Locality

6. Price and BBBEE

Bidder/s who had attained the minimum passing score of eighty (80) points will be evaluated further on Price and BBBEE. The bidder who scores the highest points may be awarded the contract as prescribed by the PPPFA.

NB. The Department reserves the right to verify all information submitted. Non-compliance with the above shall result in elimination from further evaluation.

Where copies of original documentation are submitted, those copies must be certified and must not be copies of certified copies.
Original certification should not be older than six (6) months.

Failure to comply with this requirement shall invalidate the bid submitted.

No	Evaluation Matrix	Description	Score	Means of Verification
1.	**Relevant Experience**	Previous experience of a bidder in supply and install IP-PBX Internet Protocol Telephony System, IP handsets and End-to-End Video Conference Solution in the past years. Projects must be of 1500 users' similar type, size and complexity to the current bid. Proof of purchase orders with Completion Certificate or proof of payment, will enable a bidder to score maximum points of **30** for Relevant Experience).	**30** (6 points per relevant project)	A list of projects undertaken by the bidder. For each project provide the following traceable references: 1.1. Description of service provided. 1.2. Role of the bidder 1.3. Project cost and duration 1.4. Reference letter from client. 1.5. Proof of payment / Reference letter
2.	**Accreditation / Certification**	Compliance Certificate Bidder must be **ICASA IECS, IECNS, ISO 27001, ISO2000, ISPA** and Number Porting membership Bidder Partnership levels Silver Partnership Scoring **= 2 points** Gold or above Partnership level Scoring **= 10 points**	**(20)** 10 10	Valid Certificate Valid Certificate issued by (original equipment manufacturer (OEM)
3.	**Resources**	**LEAD ENGINEERS** Bachelor/Diploma in IT Qualified Lead Collaboration Engineer / Architect (**CCIE, UCCX, CCNP VOICE)** Junior Engineer(s) The tenderer must include CVs and Qualification of each must have PBX Vendor Certification of current and new proposed solution if any and Diploma or Bachelor of IT	**30** 5 5 5	Curriculum vitae (CV's) of key personnel and Qualification Qualification / Certificate Curriculum vitae (CV's) of Certified Engineers and their Qualifications
	Financials	Available capital/Total Credit Facility (with financial institution and/or supplier/manufacturer of (original equipment manufacturer **(OEM)** Minimum of **R20 million**	15	Evidence of credit facility with manufacturer/supplier **and/or** Registered Financial Institution **Or** Evidence of access to any legal funding instrument (e.g. Letter of intent) .

4.	**Methodology**	**<u>Project Management Scoring</u>** Bidder must submit lead Project Manager with Bachelor Degree Information technology, COBIT, ITIL, TOGAF 9 certified level and Prince two . Certificate of mastering strategy design with 15 -20 years' experience. The bidder is required to provide a Project Implementation Plan for **Five (5)** years where the following minimum activities (which are not mutually exclusive) needs to be planned.	10	Detailed project plan indicating installation and commissioning of the required system with detailed Lan and wan configuration Resource specified **(5 points)** Comprehensive project plan **(5 points)**
5.	**Locality**	Office of Bidder outside borders of District that you are applying for but within KZN = **10 points** Office of Bidder outside borders of KZN **= 2 Points**	10	Municipality Bills, Business Letters or Bank statement or SARS pin or Lease Agreements (Not Older than [illegible] Months)
		TOTAL	**100**	

Only bids meeting or exceeding the Stipulated Minimum Threshold of eighty (80) Points will be considered for Stage 3, Second Phase (Presentation) Evaluation.

PRESENTATION SECOND PHASE

NO	EVALUATION MATRIX	DESCRIPTION	POINTS
1.	**Presentation**	The bidder is required to make a presentation of their proposed solution to DARD as per Scope of Service.	25
2.	**Equipment Samples**	The bidder will be required to provide samples of selected equipment for visual inspection for SABS approval, functionality and appropriateness of the equipment to the DARD's building and working environment.	25
3.	**Visual Samples**	Demonstrate hosted (cloud based) Internet Protocol Telephony System, IP handsets and End-to-End Video Conference Solution.	25
4.	**Sample Reports**	The bidder is required to provide a sample report(s) generated by the solution.	25
		TOTAL	**100**

Only bidders meeting or exceeding the Stipulated Minimum Threshold of seventy five (75) Points on stage 3, phase 2 will be considered for Stage 4, Price and BBBEE Evaluation

Previous Experience (Annexure A)

Please list previous experience. Documents and/or an extended list may be attached for further details.

	Client Name	Nature of Service	Contract Value (R'000)	Period of Contract	Contact (Work / Cell Number)
1.					
2.					
3.					
4.					
5.					
6.					
7.					

Signed on behalf of bidder:	Date: