

BID DOCUMENT: SUPPLY, DELIVERY AND INSTALLATION OF UNIFIED COMMUNICATION SYSTEMS MPLS WAN AND HOSTED PBX TELEPHONY AND ASSOCIATED SERVICES FOR A PERIOD OF 3 YEARS [36 MONTHS] FOR THE EASTERN CAPE RURAL DEVELOPMENT AGENCY (ECRDA)

REFERENCE NO: SCMU 01 – 2024 2025

ECRDA
2nd Floor
Phase 3
3-33 Phillip Frame Road
Waverley Office Park
Chiselhurst
EAST LONDON

Name of Tenderer/Bidder:

Total Bid Price: _____

Compulsory Briefing Session: YES

Bid issue date: 19 April 2024

Closing Date: 15 May 2024

Closing Time: **11h00**

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DEFINITIONS

In this bid, unless the context indicates otherwise, any word or expression to which the meaning has been assigned must bear the meaning so assigned-

- a) **“Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No.5 of 2000) unless the context indicates otherwise;
- b) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- d) **“business day”** means an official working day of the week between and including Monday to Friday and which excludes public holidays and weekends;
- e) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- f) **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- g) **“contract”** means the agreement that results from the acceptance of a tender by an organ of state;
- h) **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- i) **“firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- j) **“imported content”** means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its 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 port of entry;

- k) **“local content”** means that portion of the tender price which is not included in the imported content, provided that local manufacture does take place;
- l) **“non-firm prices”** means all prices other than “firm” prices;
- m) **“Order”** means an official written order issued for the supply of goods or works or the procuring of a service;
- n) **“person”** includes a juristic person;
- o) **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry;
- p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

SECTION A

INVITATION TO BID – SUPPLY, DELIVERY AND INSTALLATION OF UNIFIED COMMUNICATION SYSTEMS MPLS WAN AND HOSTED PBX TELEPHONY AND ASSOCIATED SERVICES FOR A PERIOD OF 3 YEARS [36 MONTHS] FOR THE EASTERN CAPE RURAL DEVELOPMENT AGENCY (ECRDA)

REFERENCE NUMBER: SCMU 01 – 2024/25

1. Background:

1.1 Introduction

The ECRDA is a Provincial Public Entity as referred to in Schedule 3C of the PFMA. The entity was established following a decision by the Government of the Eastern Cape to consolidate and integrate the overlapping mandates of provincial entities on matters pertaining to Rural Development and Agrarian reform. The ECRDA hereby invites experienced and suitably qualified service providers supply, delivery and installation of unified communication systems MPLS WAN and hosted PBX telephony and associated services for a period of 3 years [36 months] for the Eastern Cape Rural Development Agency (ECRDA).

1.2 Bid Specific Conditions

Bidders are required to properly complete the bid document, attach relevant information and adhere to the conditions as stipulated below.

1.2.1 Returnable documents

- a) Bidders must submit proof of registration on the National Central Supplier Database (CSD). In terms of National Treasury Instruction No. 4A of 2016/17 regarding the CSD, all bidders must register on the CSD to provide the following information to be verified through the CSD:
 - (i) Business registration, including details of directorship and membership;
 - (ii) Bank Account holder information;
 - (iii) In the service of the State status;
 - (iv) Tax compliance status;
 - (v) Identity number;
 - (vi) Tender default and restriction status.

- b) The following Standard Bidding Documents (SBDs) must be completed in full and duly signed where relevant.
 - (i) Authority of signature/Resolution
 - (ii) Invitation to bid (SBD 1).
 - (iii) Pricing schedule (SBD 3.1)
 - (iv) Declaration of interest (SBD 4)
 - (v) Preference Points claim form (SBD 6.1)
 - (vi) Contract form (SBD7.1)

(vii) General conditions of contract

- c) Failure by the bidder to submit duly completed documents as mentioned above will render the bid proposal non-responsive, while non-completion of SBD 6.1 will result in non-allocation of points for specific goals.

1.2.2 Submission of Bid Documents

- a) All standard bidding documents, forms, annexures and addenda (where applicable) shall be completed in full and signed where required.
- b) Any expenses incurred by the bidder in the preparation and submission of tender will be solely for the bidder's account and ECRDA shall not be liable for such expenses in whatsoever manner.
- c) Bid documents must be placed in the tender box located at the reception area of ECRDA offices at 2nd Floor, Phase 3, 3-33 Philip Frame Road, Waverley Office Park, Chiselhurst, East London on or before the closing date and time.
- d) Bidders must refrain from submitting different bid documents under one email.
- e) All documents must preferably be sent in PDF (compressed if possible) format.
- f) Bidders are to note that bids must be received by ECRDA by the deadline. It is not sufficient to send it before the deadline.
- g) Bidders are therefore required to make sure that large emails, that may take long to be transported through email system, be sent well in advance of the required receipt deadline.
- h) Bidders MUST make use of the tender reference in their email subject lines.
- i) Bidders are recommended to make use of logical subject names for emails when submitting bids, for example (SCMU/RFP/RFQ/EOI REF NUMBER followed by a bid description).

1.2.3 Validity of prices

- a) All prices shall be quoted in South African currency inclusive of VAT and will hold good for 90 days (validity period of bids) from the closing date.
- b) Only firm prices will be accepted in respect of this bid.

1.2.4 Negotiating a fair market price

- a) The ECRDA reserves the right to enter into negotiations with the preferred bidders for a fair market price if on its own assessment is of the view that the highest scoring bidder is charging prices higher than the fair market price.

1.2.5 Authority to sign

- a) Bidders must indicate the capacity under which the bid is signed by a delegated individual (e.g., director) and provide proof of authority (e.g., a resolution).

- b) The specimen of authority of signature/resolution has been attached in the bid document for both companies/close corporations/partnerships and sole proprietorship.

1.2.6 Trust/Consortium/Joint Ventures

- a) A trust/consortium/joint venture agreement must be formalized prior to submitting the bid.
- b) The trust/consortium/joint venture agreement must be submitted with the bid proposal bearing signatures of all the parties concerned and disclosing at a minimum the following key information:
- Names of the parties to the agreement;
 - Management;
 - Percentage participation by each member;
 - Banking details

1.3 Bid Enquiries

- 1.3.1 Administrative Enquiries should be directed to Mr A Langa – Telephone: 043 703 6300 or email: langaa@ecrda.co.za

1.4 Contracting

1.4.1 The final award of the contract to the successful bidder is subject to issue of the following documents by ECRDA:

- a) Contract form - SBD 7.1 for completion and signature by both ECRDA and the successful bidder. The contract form has been attached in the bid document for bidders to understand its contents as it will have a binding effect at contract award stage;
- b) Letter of award (in terms of which the bidder must indicate acceptance/non-acceptance thereof by way of signature);
- c) Service Level Agreement;
- b) Purchase order.

1.5 Important to Note

- 1.5.1 The ECRDA reserves the right not to appoint the highest scoring bidder and/or not to appoint any bidder.

BID NOTICE

The Eastern Cape Rural Development Agency (ECRDA) hereby invites experienced and competent service providers to submit bids as outlined below.

Description	Evaluation Criteria	Compulsory Briefing Session	Closing Date and Time
SCMU – 2023/24: Supply, delivery and installation of unified communication systems MPLS WAN and hosted PBX telephony and associated services for a period of 3 years [36 months] for the Eastern Cape Rural Development Agency (ECRDA)	80/20 Preference Point System	Yes	15 May 2024 @ 11h00

Bid documents outlining the detailed requirements and terms of reference will be obtainable from ECRDA website (www.ecrda.co.za) or via email upon request.

A compulsory briefing session shall be held at ECRDA Offices, 2nd Floor, Phase 3, 3-33 Phillip Frame Road, Waverley Office Park, Chiselhurst, East London on **29 April 2024 @ 11h00**.

Administrative Enquiries should be directed to Mr A Langa – Telephone: 043 703 6300 or email: langaa@ecrda.co.za

NB: Telephonic, telex, facsimile and late bids will not be accepted.

ECRDA reserves the right not to appoint.

SECTION B

2. AUTHORITY TO SIGN

<p>ANNEXURE 1 (a) AUTHORITY TO SIGN</p>

Signatories for business entities shall confirm their authority thereto by attaching a duly signed and dated copy of the relevant resolution to this form.

An example is given below:

“By resolution passed at a meeting held on

Mr./Ms, whose signature appears below, has been duly authorized

to sign all documents in connection with the bid for **Contract NO** and any Contract that may

arise there from on behalf of (name of Bidder in block capitals)

.....

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES:

1.

ANNEXURE 1 (b)
AUTHORITY TO SIGN

Sole Proprietorship/Sole Ownership of Business Enterprise Resolution of Authority

I,, certify that I am the sole owner (“Owner”/ “Director”) of the business operating under the name..... (“Business”), ID Number/Registration Number.....

I further certify that the Business is a sole proprietorship/owned solely by myself and that there is no one else having any right, title, or interest therein. I am the only person authorized to act in the name of or on behalf of the Business.

I have no knowledge of any other business that is using, or being operated under, a name which could be considered confusingly similar to the name of this sole proprietorship. All deposits which are to be made into the account of the sole proprietorship/ business enterprise will consist of funds to which I, the sole proprietor/ director, am legally entitled.

SIGNATURE OF THE SOLE PROPRIETOR/ DIRECTOR:.....

DATE:

WITNESSES: 1.

2.

SECTION C

3. SPECIFICATIONS FOR SUPPLY, DELIVERY AND INSTALLATION OF UNIFIED COMMUNICATION SYSTEMS MPLS WAN AND HOSTED PBX TELEPHONY AND ASSOCIATED SERVICES FOR A PERIOD OF 3 YEARS [36 MONTHS] FOR THE EASTERN CAPE RURAL DEVELOPMENT AGENCY (ECRDA).

3.1 Definitions and Acronyms

Term/Acronym	Meaning
Business Applications	Business software or business application is any software or set of computer programs that are used by business users to perform various business functions. These business applications are used to increase productivity, to measure productivity and to perform business functions accurately.
Business Hours	08:00 to 16:30, Monday to Friday
Regional Office	Regional where ECRDA services are provided and that is based in one of the regions of the Eastern Cape Province. The property is owned by the ECRDA.
Branch Office	An office where ECRDA services are provided and that is based in one of the sub-regions of the Eastern Cape Province. The property is either leased or shared with a local government office or municipality office.
Disaster Recovery Situation	An event or situation where: <ul style="list-style-type: none"> * The infrastructure becomes unavailable because of unforeseen circumstances, and * Such unavailability is likely to last longer than 24 hours, and * Such an event or situation is declared by the parties in consultation with each other.
LAN	Local Area Network
WAN	Wide Area Network
DMZ	Demilitarized zone
Effective Downtime	The accumulated Time to Repair all Severity 1 and 2 incidents during any month. In the event of such an incident caused by a 3rd party (outside the Service Provider's area of responsibility as defined in the contract), only the

	time by which the Service Provider's notification period exceeds the agreed Time to Refer shall count towards the accumulated Time to Repair.
First Line Support	Telephonic First Line Support will be provided by the Service Provider. If an issue cannot be resolved by the Help Desk, it will be escalated to Second Line Support.
ICASA	The Independent Communications Authority of South Africa (ICASA) is an independent regulatory body of the South African government, established in 2000 by the ICASA Act to regulate both the telecommunications and broadcasting sectors in the public interest.
Incident	Any problem reported to the Help Desk regarding the functionality, unavailability or performance of the applications
Job Card	Electronic page with details such as user information, incident description, request information and location regarding the event captured. Each job card has a unique number which is allocated automatically by the Incident Management System.
Measurement Period	Defined as the period in which data (e.g. Performance, SLA, etc.) will be measured for reporting purposes and will be from the first calendar day of each month to the last calendar day of each month
OEM	Original Equipment Manufacturer (includes software manufacturers)
PBX	Private Branch Exchange is a private telephone network used within the organization. To enable users of the PBX phone system to communicate internally (within ECRDA) and externally (with the outside world), using different communication channels like Voice over IP, ISDN or analogue.
Planned Downtime	The downtime hours during any month that are notified or approved by ECRDA at least 48 hours before the commencement of such downtime period, for: * Scheduled routine maintenance activities. * Ad hoc downtime for planned application upgrades/new release installations.
Scope of Services	This Service Level Agreement covers the DBA Maintenance and Support Services which will be provided for all the business applications of ECRDA.
Second Line Support	On-site second-line Support will be provided by the Service Provider.

	If unable to resolve an issue, the Service Provider will escalate the problem to their software partners (Third Line Support).
Service Hours	The Maintenance and Support Services will be provided 24 hours a day, 365 days per year. The MPLS and PPBX Telephony network must be available 24 hours x 7 days per week x 365 days per year.
Service Request	Any request to solve a problem or to request a new function, documentation, maintenance, report, or support.
Severity 1 Incident	An incident where: <ul style="list-style-type: none"> * At least one site is down, or * The whole database is down, or * There is a backup failure, and No workaround exists.
Severity 2 Incident	An incident where: <ul style="list-style-type: none"> * Critical functionality of the system is not available, but a workaround exists.
Severity 3 Incident	An incident where a subset of users is unable to use the system.
Severity 4 Incident	An incident which: <ul style="list-style-type: none"> * Impacts only on a single user and has no severe business impact.
Third Line Support	On-site Third Line Support will be provided by the Service Provider's software partners.
Time to Refer	The time is measured from the time an incident is reported to the Help Desk and captured on the Incident Management System until the time the incident or problem is reported to an independent 3rd party service provider by the Service Provider. The referral time for all incident categories is - not more than 2 hours.
Time to Resolve	The time is measured from the time an incident is reported to the Help Desk and captured on the Incident Management System (or manually should the system not be available and captured at the first opportunity when the system becomes available again) until the time the incident is resolved. Time lapsed within this measurement due to circumstances outside the control of the Service Provider will be subtracted from this measurement as mutually agreed between the parties. The resolution times for the various incident categories are as follows:

	<ul style="list-style-type: none"> * Severity 1 incidents - not more than 4 hours. * Severity 2 incidents - not more than 8 hours. * Severity 3 incidents - not more than 12 hours. * Severity 4 incidents - not more than 16 hours.
Total Available Time	Service Hours during any month less Planned Downtime

3.2 Background

The ECRDA is a Provincial Public Entity as referred to in Schedule 3C of the PFMA. The entity was established following a decision by the Government of the Eastern Cape to consolidate and integrate the overlapping mandates of provincial entities on matters about Rural Development and Agrarian reform.

4 Scope of Terms of Reference

The objective of the project is to appoint a service provider who will install and set up a regional Multi-Label Protocol Switched Network (MPLS) network for ECRDA WAN that includes the Head Office, Regional Offices, and designated project sites. In addition to the MPLS the successful service provider must provide a hosted PBX and WAN configuration changes to accommodate new MPLS and PBX VoIP solutions. The MPLS as well as the WAN and PBX must be secure, available and meet business requirements. The successful service provider must also supply as a minimum a hosted managed firewall and an internet breakout link per office. The bidder needs to supply a converged scalable network with the view of delivering future-proof services that will reduce costs such as software-defined Wide Area Network (SD-WAN).

The four core elements of the solution are:

- Cloud-hosted PABX solution with robust telephony services as well as comprehensive per-user reporting and follow-me telephony services.
- Wide Area Network (WAN) solution that connects all ECRDA's offices over a secure stable network.
- Stable and secure Internet access via dedicated fiber links at all ECRDA's offices. Ho – 100MB and districts – 50MB.
- Cloud-hosted and managed firewall solution that complies with all industry best practice services such as URL inspection, URL redirection, intrusion detection and prevention, etc. This solution must also include a robust and secure VPN service for at least 150 users.

4.1 Wide Area Network (WAN)

The Wide Area Network (WAN) which connects to ECRDA Regional, Branch Offices and the Head Office should be made up of links of different sizes and speeds according to the business requirements of each site since the head office terminates the core MPLS links, it should have redundant routers and links using different technologies i.e. two 100 Mbps load balanced links (Fibre, LTE, microwave or better).

The core Head office routers should be set up in a high-availability mode (HSRP, VRRP, GLBP) and the links should be load balanced on a per packet basis (testing to be done to ensure equal load and failover testing to determine fail-over in case of failure). These core MPLS routers at East London HO will connect to the LAN via HP 2530-24g PoEP Switches at the 7 regional offices.

The regional links should be at least 50 Mbps circuits and should either be fibre, MetroE, microwave, LTE or better. All routers must be configured to manage and offer ECRDA’s internal DHCP services as well as complete VLAN routing services.

Type	High Availability (HA)	Connection Type	Committed Information Rate (CIR)
East London Head Office	Load Balanced Redundant	Fibre/Microwave/LTE/MetroE	100 Mbps per link (2 links)
Regional Office (1) (KWT)	Yes	Fibre/Microwave/LTE	50 Mbps
Regional Office (2) (Mthata, Cradock)	Yes	Fibre/Microwave/LTE	50 Mbps

The ECRDA operates in a dynamic environment which will require flexibility in terms of growth, which the service provider will be required to accommodate for movements, deletions, additions, and changes. On occasion, offices may be required to be closed or moved to certain different locations or offices merged, depending on ECRDA business requirements. Any changes will be communicated to the successful bidder timeously.

The bidders are required to structure their tariffs for extending MPLS and Internet services to new locations on a fixed cost basis per technology and service type for the contract duration, while allowing flexibility per periodic price benchmarking for similar services in the market to enable ECRDA to benefit from cost reductions as technologies and services become cheaper.

4.2 LAN Services

The successful service provider should deploy and configure the MPLS WAN connectivity traversing the EL HO to all regions and branches. Configuration of WAN to the existing LAN must be completed to allow connectivity of current and new services of Data, VoIP, and management of existing switches. There is also a requirement to recommend a suitable LAN topology for the HO and Regional offices LAN to ensure connectivity in case of switch failure. Service providers must also audit and document LAN topology after implementation and configuration for the HO and Regional Offices LAN topology for BCP (business continuity) purposes.

The successful service provider must ensure that WAN routers shall be the same OEM make which passes the Pre-Qualification criteria and software to make a workable solution for the ECRDA ICT HP switching environment with a 3-year standard warranty. They should ensure that current switches on the LAN are compatible with the WAN solution, if not service provider should specify to ECRDA the comparable switches to be procured. All the equipment supplied by the service provider of ECRDA; must be connected, configured, and tested by the successful service provider. Where necessary, sorting of network cabling, trunking and installation of extra network and power points in all offices must be included in the proposal. The supplied solutions for both the WAN and the LAN must be fully integrated and tested for functionality.

4.3 Hosted IP PBX

The service provider is expected to provide a Managed PBX Telephony solution that is built on a high-availability platform that delivers Cloud-based services. The configuration of the solution must allow the deployment of solutions that can operate in a stand-alone mode, independent of other services and systems, and can interface with other technologies and applications when required. Depending on the business requirements successful service provider must provide on-premises-based equipment if required and provide redundant capabilities (costs to be indicated in advance and agreed upon) to further protect any of the ECRDA offices from loss of service. The solution must have scalable functionality, management, number plans, call routing, provisioning and all other traditional telecommunications functions be centralized. In addition, the solution must comply with the following features:

1. Convergence of fixed and mobile lines where possible to reduce expenditure.
2. Configuration of VLANs within the ECRDA LAN environment to accommodate both for voice and data. Complete porting services for all ECRDA numbers must be included in the proposal where necessary.
3. Provision of Telephone Management Portal for user management and user PIN management setup with usage reporting.
4. Extension and transferability of calls amongst the users Least-cost VOIP Routing
5. Break-in and Break-out Services on VOIP
6. The hosted solution must be an easily updatable and manageable solution and should not hinder ECRDA from integrating with other standards-based telephony solutions including Microsoft Exchange UC and Microsoft Teams for Business UC or newer versions or derivatives of the above when available.
7. Fully scalable, monitored and managed for failures, faults, overloads, and performance.
8. A fully secured service voice ensures a high level of privacy and security for sensitive communications. Compliant with regulatory requirements regarding record keeping and other legal requirements.
9. Telephone management solutions should support budget and cost management per user reporting.

PABX Specification for individual offices.

Type	Switchboard type	Type & quantity of phones - Executive (Advanced Unified HD Phone)	Type & quantity of phones - Basic	Type and quantity of phones – conferencing units	QoS.Cos VOIP	Fax
EL HO = 1	1 x Switchboard phone consoles	6	80**	2	5Mg	Yes
Regional = 3	1 x Switchboard	1	30**	1	3Mg	Yes

	phone consoles					
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**** Above are the maximum numbers and will be finalised on planning initiation.**

IP Phones specification

Call Screening	Call Waiting	Call Coverage	Hold Call Waiting	Do Not Disturb
Account Codes	Music on Hold	Dial Plan	Authorisation Codes	Park
Paging	Dial Emergency	Auto call-back	Private call	Call Barring
Transfer	Hot Desking	ARS	Message Waiting Indication	Pickup
Maximum Call Length	Call Tagging	Line Appearance	Transferable Dial Out Privilege	Reclaim Call
Call Appearance Button	Idle Line Preference	Call forwarding (on Busy, No Answer, Unconditional, Hunt Group)	Bridge Appearance	Announcements
Ad Hoc Conferencing	Call transferring			

Least Cost Routing

The chosen solution must make use of least-cost routing to ensure minimal National, International and Mobile call costs. To this end, it is envisioned that ECRDA will: Incur no costs for calls made to On Private Network extensions irrespective of extension location Incur only national call cost for external calls destined for South Africa.

The provider should have VIOP breakouts in all major locations within South Africa. Incur minimal international call costs for external calls. Ideally, the provider should have SIP trunks for international locations. Incur minimal Mobile costs. The provider should ensure the least cost routing to all major mobile providers within South Africa. The provider should further provide call costs at competitive rates to ensure that telephony costs can be driven down.

4.4 Internet services

The bidder should supply an Internet Breakout on the MPLS that terminates at the main provider Data Centre and should be at 100 Mbps with a 1:1 contention ratio. In addition, the bidder will be required to supply a second Internet Breakout terminating at the ECRDA Head Office of at least 100 Mbps with a minimum

contention ratio of 1:1. Internet traffic from the regional and branches should be transported via local PE routers (shortest path) to the Internet and not via the core MPLS link.

A hosted managed firewall before the internet capable of web, layer 3 and layer 4 filtering, intrusion detection, and auditing should be supplied. The hosted firewall must also include VPN services for at least 150 users.

4.5 Security

All routers including the Internet breakout router should have the ability to be SNMP-managed and export Netflow data to the ECRDA management tools. Connectivity devices' operating systems must be patched regularly to the latest version as per software releases. Router and firewall information and configurations must be made available for audit purposes to the Auditor General and ECRDA or any party appointed to audit ECRDA network security.

ECRDA will supply the successful bidder a set of rules for the initial configuration of the firewall and further change requests will be logged with the successful bidder's Helpdesk. Read-only access to the firewall must be supplied to designated ECRDA technical contacts for troubleshooting and auditing. The Service Provider must have the capability to provide ECRDA with hosted virtual machine instances when required in the DMZ segment. Bidders must be able to promptly submit proof of security vetting of their key personnel who will be working on the MPLS Infrastructure supplied by the bidder when requested and ensure that such clearance is maintained.

Bidders must also maintain enough technically certified, and security-cleared personnel to supply the necessary MPLS network services. Bidders must adhere to the highest integrity standards in the industry. Bidders must be able to supply a managed firewall for which they must be duly certified by appropriate vendors (e.g. Cisco or CheckPoint). The successful bidder must also for the duration of the contract, maintain such firewall security certification.

5 Project Implementation Plan

The bidder must provide a comprehensive Project Implementation Plan conforming at least to the ISO/IEC 15288 or equivalent standard and PMBOK / PRINCE2 which must include, but not be limited to the following:

- Detailed Project Plan including milestones and project phases.
- Risk Management Plan that will address risks associated with scope, quality, schedule, and cost.
- Clear and proven Project Management methodology (e.g. PRINCE 2).
- Project Execution Plans detailing the execution and monitoring of the project.
- Project Acquisition Plan describing the acquisition of materials, goods and enabling system services supplied.
- Project Quality Plan that describes the quality criteria of the project deliverables
- Project Requirements and Change Control Plan
- Project Communications and Change Management Plan
- Project Resource Plan that describes the key resources that will be assigned to the project including the Project manager and Project manager's certification.

- A Service Transition Plan to ensure that there are no disruptions during the changeover phase between service providers if applicable covering a maximum period of two (2) weeks.
- Change control processes and roll-back plans.
- Preliminary information gathering such as site visits, site surveys and infrastructure assessments.
- Service continuity obligation to provide support for the smooth transition to the new network.

5.1 Key Project Documentation

It is expected from the bidders to provide at least the following documentation.

- A detailed Project Implementation Plan aligned to ISO/IEC 15288 or equivalent standard and PMBOK / PRINCE2.
- Project Resource Plan.
- Solution Design documentation which must include diagrams and a Network Service Continuity Plan.
- Project Risk Management Plan.
- Quality of Service (QoS) and network traffic prioritization plan.
- Detailed Network Architectural Design and associated documentation.
- Service Transition Plan.
- Service Maintenance Plan which must include Help Desk, Service, Incident and Problem logging procedures, upgrade processes and turnaround times for office relocations. These procedures and processes must include process flow diagrams.
- Network Security Plans to guarantee the security of corporate data across the service provider's network.

5.2 Reporting Requirements

The key reporting requirements expected from the bidders include the following:

- Provide a transition phase closeout report (according to the Service Transition Plan).
- Provide monthly service reports, service review reports and ad-hoc reports as and when required which may include weekly, monthly, and quarterly reports.
- Maintain accurate project and contract records for auditing purposes for the duration of the contract.

5.3 ICASA Licensing and ISPA Certification

The successful bidder will be required to provide the following documentation:

- In the case of the successful bidder being a telecommunications company, they must provide proof of valid licensing with the Independent Communications Authority of South Africa (ICASA).
- In the case where the successful bidder is not a telecommunications company, they must provide proof of valid membership of the Internet Service Provider Association of South Africa (ISPA), which must be in good standing. It is further required for such a bidder, that if any of their infrastructure at any point connects to a telecommunications company's infrastructure, the dependent telecommunication company's valid ICASA license be produced.
- All networking devices used in the provision of the envisaged services must be duly certified by ICASA for use in the Republic of South Africa.

5.4 Lines of Communication

The service provider will be required to work in collaboration with the ECRDA ICT unit, to ensure effective and efficient implementation of the project. The Project team will be introduced to the successful bidder.

5.5 Contracting Period

Contracting Period for the MPLS, Internet Services, Telephony and hosted firewall will be for thirty-six (36) months commencing on 1 July 2024. However, the successful bidder will be required to participate in the handover of four (4) weeks before the commencement date.

6 Overview of Service Level Requirements

Service Uptimes per Location

The successful bidder will be required to adhere to the service levels outlined in the table below, which contains the classification of Service Levels by priority and location type.

Service Level Type	Target Uptime	Maximum Monthly Downtime	Typical locations	Minimum Topology Required
Priority 1	99.70%	2 hours	EL ECRDA Head Office MPLS Internet Breakout	<ol style="list-style-type: none"> 1. Dual routes 2. Redundant links 3. Dual CEs to dual PEs
Priority 2	99.20%	6 Hours	ECRDA Regional Offices (KWT, Mthatha, Cradock) Office Internet Breakout	<ol style="list-style-type: none"> 1. Single access 2. No access redundancy
Priority 3	98.88%	8 hours	ECRDA Branches	<ol style="list-style-type: none"> 1. Single access 2. No access redundancy

Link Performance Requirements

The successful bidder will be required to proactively monitor the MPLS and its related services to ensure high availability of the service to ECRDA in compliance with required service levels as outlined in the link performance requirement table below.

Link	Latency	Packet Loss	Jitter
EL HO	< 100ms	< 1%	< 25ms
Regional Office	< 100ms	< 1%	< 25ms
Branch	< 150ms	< 1%	< 25ms

6.1 MPLS Link Performance Requirements

ECRDA’s MPLS network and ISP Services must be maintained and supported to ensure optimal business application performance for applications that rely on this platform.

The implementation of sufficient network security controls must ensure that ECRDA recovers from service interruption and maintains ICT service continuity through appropriate security and high availability mechanisms. MPLS link performance requirements are outlined in the table below.

#	Type	Area/Service	Description	Service Level	Measurement
MPLS Network Services – Describe the requirements related to MPLS Network Services					
Type: H=High; M=Medium; L=Low					
SD-01	H	General	General MPLS Network Management Services.	99.999% service availability during Service Hours.	Measured using the following formula: Availability = $\frac{((\text{Total Available Time} - \text{Effective Downtime}) \times 100\%)}{\text{Total Available Time}}$
SD-02	H	Troubleshooting and incident resolution	MPLS network troubleshooting and incident resolution services.	All incidents are resolved according to Target Time to Resolve targets corresponding to the incident’s severity.	Measured by Time to Resolve targets corresponding to the incident’s severity:
SD-03	M	Configuration Management	MPLS configuration management services.	Adhere to the agreed System Change Management procedures	Measured by recording the number of instances where the root cause of the reported problem was found to be nonadherence to the agreed Change Control procedures by the Service Provider

SD-04	M	WAN Architectural Design.	Fit for purpose Wide Area Network architectural design for ECRDA national business operations.	WAN design must meet the network requirements of ECRDA, and documentation must be kept up to date.	Measured by recording the number of deviations from ECRDA's approved WAN design requirements.
#	Type	Area/Service	Description	Service Level	Measurement
NW-01	H	Internet Service Provider (ISP) Services	Quality of service guaranteed ISP connectivity services	Upload and download speeds must meet minimum speeds per location as specified in the minimum requirements for each location type	Measured by recording the number of deviations from ECRDA minimum download and upload speeds per location type over a calendar month
NW-02	H	MPLS Security management	Administration of security on MPLS Network	MPLS security must always comply with ECRDA's information security-related policies which will be available to successful bidders	Measured by recording the number of deviations from ECRDA's information security-related policies
NW-03	M	WAN and ISP Service Reporting	Regular reports of MPLS and ISP Services	Regular reports of MPLS and ISP services which must also include Internet breakouts, Security, bandwidth utilisation of MPLS. sites, incidents, service requests and problem resolutions per site. Types of reports must cover weekly,	Measured by recording the number of deviations from agreed reporting frequencies and report content quality

#	Type	Area/Service	Description	Service Level	Measurement
				monthly, quarterly and ad-hoc reports	
SD-05	H	Escalation procedure	The process to assign urgent incidents for resolution and to escalate awareness of such urgent incidents to the correct levels in both organisations	All Severity 1 and 2 incidents are escalated speedily to ensure that the specified resolution time is achieved	Measured by recording the instances where a failure to escalate a Severity 1 or 2 incident resulted in a problem not being resolved within the specified resolution time.
SD-06	H	Third-party service provider management	Managing the involvement of 3rd party service providers in the resolution of an incident	All reported incidents that require resolution by a 3rd party are referred within the specified referral time to ensure that the specified resolution time is achieved	Measured by recording the instances where failure to refer an incident to a 3rd party service provider within the specified referral time resulted in a problem not being resolved within the specified resolution time.
SD-07	M	Service Level Management	Ongoing management of the agreed Service Level Requirements.	Monthly, ad-hoc performance and annual Service Level Review meetings are held.	Measured by recording the non-occurrence of a monthly, ad-hoc, or annual Service Level Review meeting where such failure can be contributed to the Service Provider
SD-08	M			All the SLA and annual performance review reports provided to ECRDA adhere to the	Measured by recording the instances where reports do not meet the specified

				specified reporting requirements.	reporting requirements.
--	--	--	--	-----------------------------------	-------------------------

7. Special Conditions

- Detailed Quotation must be submitted
- Three years' audited financial statements for 2020/2021/2022 must be submitted
- Detailed CV and certified copies of relevant qualifications for the Project Manager assigned to the project must be submitted
- Detailed CV of relevant qualifications for the key staff assigned to the project must be submitted
- Draft project plan must be attached
- Valid networking partner status proof must be attached
- ICASA and/or ISPA valid certification must be submitted
- Company profile illustration core business services must be submitted (a company profile or relevant link to the company profile)

8. Duration of the Project

- 1) The successful bidder shall be required to commence the required services within thirty (30) days from date of the issuing of the purchase order.
- 2) The project will be for a period of three (03) years [36 months]
- 3) The commencement date and completion date must be clearly indicated on the relevant space of SBD 3.1.

9. Costing

- 1) A detailed costing needs to be provided.
- 2) Costing provided must be VAT inclusive.

SECTION D

4. EVALUATION PROCESS AND CRITERIA

Proposals will be evaluated in terms of the ECRDA Supply Chain Management Policy, Preferential Procurement Policy Framework Act 2000 and the Preferential Procurement Regulation of 2022.

The evaluation of bid responses will be conducted in three (3) phases as follows:

4.1 Phase 1: Eligibility/Pre-qualification criteria

Bidders will be evaluated according to pre-qualification requirements which include the submission of mandatory information or documentation. Bidders that fail to meet the pre-qualification requirements of the bid will not be considered further for evaluation.

The bidder must meet the following pre-qualification requirements:

- a) The firm must be registered on the National Treasury supplier database at the time of submitting the proposal.
- b) Submission of the following Signed and Completed Standard Bid Documents (SBD) Forms:
 - Authority to sign/ Resolution
 - SBD 1: Invitation to Bid
 - SBD 3.1 Pricing Schedule
 - SBD 4: Declaration of Interest
 - SBD 6.1 Preference Points Claim Form
 - SBD 7.1 Contract Form
 - General Conditions of Contract (GCC)

Failure to comply with the above pre-qualification requirements will lead to the disqualification of the bid.

4.2 Phase 2: Technical Evaluation

4.2.1 Bidders must submit required information with the bid proposal as outlined in section C above, in the terms of reference and section E below.

4.2.2 The service provider must be able to commence within thirty (30) days after the issue of the purchase order. The commencement period must be clearly outlined in SBD 3.1.

4.3 Phase 3: Financial Proposal and Specific Goals evaluation

Bids that meet the technical specifications will be evaluated further in terms of the 80/20 preference point system.

The preference point's claim is in terms of the Preferential Procurement Regulations 2022.

As per the table below, price is evaluated over 80 points and preference points over 20:	80 Points
Price Assessment	80
Specific Goals	20
Specific Goals	Number of points
Race	6
Gender	6
Disability	4
Youth	4

SECTION E

5. Technical Information

5.1 Documentation to be submitted by interested Bidder - Specific

- 5.1.1 Interested persons (hereinafter referred to as Bidders) are required to respond to the specifications by submitting their detailed responses with supporting documentation as stipulated hereunder. Incomplete and non-compliant responses will not be considered.

5.2 Contractual Requirements

- 5.2.1 Bidders are invited to submit proposals for supply, delivery and installation of unified communication systems MPLS WAN and hosted PBX telephony and associated services for a period of 3 years [36 months] for the Eastern Cape Rural Development Agency (ECRDA).

5.3 Consideration of Bids

- 5.3.1 A compulsory briefing session shall be held at ECRDA Offices, 2nd Floor, Phase 3, 3-33 Phillip Frame Road, Waverley Office Park, Chiselhurst, East London on **29 April 2024 @ 11h00**.
- 5.3.2 Only bidders who have met the prequalification criteria and technical requirements following an assessment of the proposal submitted in response to this RFP will be evaluated further based on price and specific goal points.

5.4 Duration of the Contract

- 5.4.1 The service provider must commence within thirty (30) days after the issue of the purchase order.
- 5.4.2 The assignment is for a period of three (03) years [36 months] and a service level agreement (SLA) will be entered into between ECRDA and the winning bidder.

SECTION F

Table 1: Compulsory returnable documents that must be submitted for Pre-qualification

Document that must be submitted	Non-submission will result in disqualification	
Invitation to Bid – SBD 1	Yes	Complete and sign the supplied pro forma document.
Authority to sign/Resolution	Yes	Complete and sign the supplied pro forma document/ Attach resolution
Pricing Schedule SBD 3.1	Yes	Complete the supplied pro forma document. Ensure that the information required below is provided Price validity period <input type="text"/> Commencement period <input type="text"/>
Detailed quotation	Yes	Attach detailed quote
Three years' audited financial statements for 2020/2021/2022	Yes	Submit proof
Detailed CV and certified copies of relevant qualifications for the Project Manager assigned to the project	Yes	Submit proof
Detailed CV of relevant qualifications for the key staff assigned to the project	Yes	Submit proof
Draft project plan	Yes	Submit proof
Valid networking partner status proof	Yes	Submit proof
ICASA and/or ISPA valid certification	Yes	Submit proof
Company profile illustration core business services	Yes	Company profile or relevant link to the company profile must be submitted
Declaration of Interest – SBD 4	Yes	Complete and sign the supplied pro forma document
Preference Point Claim Form – SBD 6.1	No	Complete and sign the supplied pro forma document Incomplete form will lead to a zero (0) score on preference points
Registration on Central Supplier Database (CSD)	Yes	The bidder must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration.
Completed & signed GCC	Yes	Complete and sign the supplied pro forma document

The ECRDA does not bind itself to the completeness of the checklist for pre-qualification and technical requirements. As such, it is incumbent on the bidders to ensure that compliance with all the bid requirements is adhered to.

SECTION G: STANDARD BIDDING DOCUMENTS

ANNEXURE II

**INVITATION TO BID
SBD 1**

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SCMU 01 – 2024/25	CLOSING DATE:	15 May 2024	CLOSING TIME:	11H00
DESCRIPTION	SUPPLY, DELIVERY AND INSTALLATION OF UNIFIED COMMUNICATION SYSTEMS MPLS WAN AND HOSTED PBX TELEPHONY AND ASSOCIATED SERVICES FOR A PERIOD OF 3 YEARS [36 MONTHS] FOR THE EASTERN CAPE RURAL DEVELOPMENT AGENCY (ECRDA)				
Bid documents must be placed in the tender box located at the reception area of ECRDA offices at 3-33 Frame Road, 2 nd Floor, Phase 3, Waverley Office Park, Chiselhurst, East London on or before the closing date and time.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr A Langa		CONTACT PERSON	Mr S Vuso	
TELEPHONE NUMBER	043 703 6300		TELEPHONE NUMBER	043 703 6300	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	langaa@ecrda.co.za		E-MAIL ADDRESS	vusos@ecrda.co.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] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					<input type="checkbox"/> YES
<input type="checkbox"/> NO					
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					<input type="checkbox"/> YES
<input type="checkbox"/> NO					
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					<input type="checkbox"/> YES
<input type="checkbox"/> NO					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					<input type="checkbox"/> YES
<input type="checkbox"/> NO					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					<input type="checkbox"/> YES
<input type="checkbox"/> NO					
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>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.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>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.”</p>

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:

ANNEXURE III
DETAILED QUOTATION

BIDDERS MUST ATTACH A DETAILED QUOTATION ON THIS PAGE.

This information shall be deemed to be material to the award of the Contract.

SIGNED ON BEHALF OF THE BIDDER:

ANNEXURE IV
BIDDER'S RELEVANT EXPERIENCE

The bidder must insert in the spaces provided below a complete list of ALL contracts awarded in its favour for the **relevant services**. This information shall be deemed to be material to the award of the Contract.

YEAR COMPLETED										
YEAR STARTED										
NATURE OF WORK										
PROJECT MANAGER (NAME & TEL NO)										
EMPLOYER (NAME & TEL NO)										

SIGNED ON BEHALF OF THE BIDDER:

ANNEXURE V
CV OF PROJECT MANAGER

BIDDERS MUST ATTACH CV OF PROJECT MANAGER ASSIGNED TO THE PROJECT ON THIS PAGE.

This information shall be deemed to be material to the award of the Contract.

SIGNED ON BEHALF OF THE BIDDER:

ANNEXURE V
CVs OF KEY STAFF ASSIGNED TO THE PROJECT

BIDDERS MUST ATTACH CVs OF KEY STAFF ASSIGNED TO THE PROJECT ON THIS PAGE.

This information shall be deemed to be material to the award of the Contract.

SIGNED ON BEHALF OF THE BIDDER:

ANNEXURE VI
Pricing Schedule – Firm Prices
SBD 3.1-PROFESSIONAL SERVICES

NAME OF BIDDER:

BID NO.: SCMU 01 – 2024/25

CLOSING TIME 11:00

CLOSING DATE: 15 May 2024

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

******(ALL APPLICABLE TAXES INCLUDED IN THE RATE PER HOUR)

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

The accompanying information must be used for the formulation of proposals.

Bidders must submit a detailed quotation reflecting a total amount for rendering required services.

1. Period required for commencement with project after acceptance of bid.....
2. Are the rates quoted firm for the full period of contract? **(Please tick on the appropriate box)**

Yes

No

**ANNEXURE VII
SBD 4
DECLARATION OF INTEREST**

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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.

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 bidder

ANNEXURE VIII
PREFERENCE POINTS CLAIM FORM
SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \text{80/20} & \text{or} & \text{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \text{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right)
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \text{80/20} & \text{or} & \text{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \text{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right)
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Race (black ownership)	N/A	6	N/A	
Gender (female ownership)	N/A	6	N/A	
Disability	N/A	4	N/A	
Youth	N/A	4	N/A	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p> <p>SURNAME AND NAME:</p> <p>DATE:</p> <p>ADDRESS:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

ANNEXURE IX
CONTRACT FORM – RENDERING OF SERVICES
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:
 - (i) 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;
 - (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 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

DATE:

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 numberdated.....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.

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

ANNEXURE X
GENERAL CONDITIONS OF CONTRACT

SECTION G

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

GENERAL CONDITIONS OF CONTRACT

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of 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 consignee’s store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the

conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 " Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders **including** bids for functional and professional services, sales, hiring, **letting** and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

4. Standards

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

5. Use of documents contract and information; inspection

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the

bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with

or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or 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.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier about or arising out of the **contract**, the parties shall make every effort to resolve amicably such **dispute** or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute **or** difference by such mutual consultation, then either the purchaser or **the** supplier may give notice to the other party of his

intention to **commence** with mediation. No mediation in respect of this matter may **be** commenced unless such notice is given to the other party.

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations **under** the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether **under** the contract, in tort or otherwise, shall not exceed the total **contract** price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation Programme (NIP)

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

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3

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

General Conditions of Contract (revised July 2010)

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Signature

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Date

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Position

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Name of Bidder