



Private Bag X 3613, Pietermaritzburg, 3200  
Treasury House, 145 Chief Albert Luthuli Street, Pietermaritzburg  
Tel: 033 897 4440 Fax: 033 341 0986

## **Invitation to Tender – BID 1240/2022-F**

### **KwaZulu-Natal– Provincial Treasury**

Suitable and capable service providers are invited to bid for the appointment of a service provider to maintain and provide support for Private Automatic Branch Exchange (PABX) and telephone management system for KwaZulu-Natal Provincial Treasury for a period of three years (36 months).

### **Prequalifying Criteria as condition of tender**

- (a) **A bidder must have a minimum level 2 B-BBEE status level contributor and/ or EME or QSE**
- (b) The bidder must substantiate that they meet the above pre-qualification criteria by submitting the compulsory relevant evidence to claim the B-BBEE status level. **Failure to submit the information listed below shall nullify the bid submitted:**
  - (i) A valid B-BBEE certificate indicating the B-BBEE status level of contributor. The B-BBEE certificate must be issued by a SANAS accredited verification agency; **or**
  - (ii) A duly completed sworn affidavit signed by the deponent and commissioned by the authorized commissioner of oaths. The sworn affidavit must indicate the **day, month and year** on which the **annual total revenue** is based on and the level of black ownership that is claimed; **or**
  - (iii) A sworn affidavit on an accredited template issued by the DTI/CIPC for both EME or QSE
  - (iv) Bidders must ensure that the correct sworn affidavit for the correct sector are submitted
  - (v) A trust, consortium, or joint venture (including unincorporated consortia and joint ventures) must submit a **consolidated B-BBEE status level certificate.**

### **Technical Mandatory requirements**

- a) A Bidder must be accredited by the manufacturer, who can provide support and maintenance for Unify OpenScape 4000 and Unify OpenScape 3550/Unify OpenScape Business. Bidders must provide valid Equipment Manufacturer Partners Certificate
- b) Technician must be certified by a manufacturer to provide support and maintenance for OpenScape. Manufacturer certification for the technician must be provided.

### **Collection of Bid Documents/ Free download of Bid Document**

Departmental website at <http://www.kzntreasury.gov.za/Tenders/Advertisements> and  
e-Tender Portal: [www.etenders.gov.za](http://www.etenders.gov.za)

The physical address for collection of Tender documents is Ground Floor, Treasury House, 145 Chief Albert Luthuli Street (a.k.a. Commercial Road), corner Chief Albert Luthuli and Church Street, Pietermaritzburg.

Documents may be collected during working hours from **08h00 to 15h30**.

### **Compulsory Site Viewing**

The virtual briefing session was held on 17 November 2022 at 10:00 am and the **Compulsory Site Viewing** will be held as follows:

**Date:** 02 December 2022

**Time:** 11:00am

**Address:** Treasury House, 145 Chief Albert Luthuli Street, Pietermaritzburg, 3200

Queries relating to the issue of these documents may be addressed to Ms. T. Dube/ Ms. N. Khuzwayo, Tel. No. (033) 897 4440/0458 and e-mail: [THANDEKA.DUBE@kzntreasury.gov.za](mailto:THANDEKA.DUBE@kzntreasury.gov.za)/ [NOSIPHIWE.KHUZWAYO@kzntreasury.gov.za](mailto:NOSIPHIWE.KHUZWAYO@kzntreasury.gov.za).

The closing date and time for receipt of Tenders is 28 November 2022 and has been extended to **14 December 2022 at 11h00**. Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted.

## KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

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## PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KWAZULU-NATAL PROVINCIAL TREASURY					
BID NUMBER:	BID 1240/2022-F	CLOSING DATE:	14 DECEMBER 2022	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO MAINTAIN AND PROVIDE SUPPORT FOR PRIVATE AUTOMATIC BRANCH EXCHANGE (PABX) AND TELEPHONE MANAGEMENT SYSTEM FOR KWAZULU-NATAL PROVINCIAL TREASURY FOR A PERIOD OF THREE YEARS (36 MONTHS).				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
GROUND FLOOR, TREASURY HOUSE,					
145 CHIEF ALBERT LUTHULI STREET (A.K.A. COMMERCIAL ROAD),					
CORNER CHIEF ALBERT LUTHULI AND CHURCH STREET, PIETERMARITZBURG					
PIETERMARITZBURG					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	MS. T. DUBE/ MS. N. KHUZWAYO,		CONTACT PERSON	MR.V. XULU/ MR. P. NZUZA	
TELEPHONE NUMBER	(033) 897 4440/0458		TELEPHONE NUMBER	(033) 897 4323/4246	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	<a href="mailto:THANDEKA.DUBE@kzntreasury.gov.za">THANDEKA.DUBE@kzntreasury.gov.za/</a> <a href="mailto:NOSIPHIWE.KHUZWAYO@kzntreasury.gov.za">NOSIPHIWE.KHUZWAYO@kzntreasury.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:VUSI.XULU@kzntreasury.gov.za">VUSI.XULU@kzntreasury.gov.za/</a> <a href="mailto:PHUMLANI.NZUZA@kzntreasury.gov.za">PHUMLANI.NZUZA@kzntreasury.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
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
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
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	
<b>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.</b>					

## PART B

### TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

## SECTION A

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

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

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

## SECTION B

### REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

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

**SECTION C**

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

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative) .....,  
WHO

REPRESENTS (state name of bidder) .....CSD  
Registration

Number.....

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

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

.....  
**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**

**DATE:** .....

**SECTION D**  
**OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE**

Site/Building/Institution Involved:

Bid Reference No: **BID 1240/2022-F**

Goods/Service/Work: **APPOINTMENT OF A SERVICE PROVIDER TO MAINTAIN AND PROVIDE SUPPORT FOR PRIVATE AUTOMATIC BRANCH EXCHANGE (PABX) AND TELEPHONE MANAGEMENT SYSTEM FOR KWAZULU-NATAL PROVINCIAL TREASURY FOR A PERIOD OF THREE YEARS (36 MONTHS).**

\*\*\*\*\*

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

On behalf of (company name)\_\_\_\_\_

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

\_\_\_\_\_  
**Signature of Bidder or Authorized Representative**  
(PRINT NAME)

**DATE:** \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
**Name of Departmental or Public Entity Representative**  
(PRINT NAME)

<b>Departmental Stamp With Signature</b>



## SECTION E

SBD 3.1

### PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder.....  Closing Time 11:00.....	Bid number Bid 1240/2022-F.....  Closing date 14 December 2022.....
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OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

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

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

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

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

\*Delete if not applicable

## PRICING SCHEDULE – NON-FIRM PRICES- **NOT APPLICABLE** (PURCHASES)

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

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

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

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

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

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

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

\*Delete if not applicable

## PRICE ADJUSTMENTS

**A NON-FIRM PRICES SUBJECT TO ESCALATION**

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

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

Where:

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

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

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

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

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

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

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

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

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

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

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

**PRICING SCHEDULE –NOT APPLICABLE**  
(Professional Services)

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

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

**ITEM DESCRIPTION  
NO.**

**BID PRICE IN RSA CURRENCY WITH ALL  
APPLICABLE TAXES INCLUDED)**

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

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....

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

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

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

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

TOTAL: R.....

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

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

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

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid .....

7. Estimated man-days for completion of project .....

8. Are the rates quoted firm for the full period of contract? \*YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ....

.....

.....

.....

**\*[DELETE IF NOT APPLICABLE]**

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Any enquiries regarding bidding procedures may be directed to the –  
(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

## SECTION F

## 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 interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1. If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

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

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM

INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM

SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bid der

---

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



## SECTION G

**NOT APPLICABLE**

This document must be signed and submitted together with your bid

**THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME****INTRODUCTION**

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

**1 PILLARS OF THE PROGRAMME**

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
  - (a) Any single contract with imported content exceeding US\$10 million.  
or
  - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.  
or
  - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.  
or
  - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

## **2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

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

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
  - Bid / contract number.
  - Description of the goods, works or services.
  - Date on which the contract was accepted.
  - Name, address and contact details of the government institution.
  - Value of the contract.
  - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

## **4 PROCESS TO SATISFY THE NIP OBLIGATION**

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
  - a. the contractor and the DTI will determine the NIP obligation;
  - b. the contractor and the DTI will sign the NIP obligation agreement;
  - c. the contractor will submit a performance guarantee to the DTI;
  - d. the contractor will submit a business concept for consideration and approval by the DTI;
  - e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
  - f. the contractor will implement the business plans; and
  - g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

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

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

Name of bidder.....

Postal address .....

.....

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

Date.....

## SECTION H

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

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

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

## 1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the **80/20** or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

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

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“price”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

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

#### 4. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

##### 4.3 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

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

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

**6. BID DECLARATION**

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

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

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

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

**8. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

*(Tick applicable box)*

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

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

Designated Group: An EME or QSE which is at last 51% owned by: EME ☒ QSE ☒

Black people  
Black people who are youth  
Black people who are women  
Black people with disabilities  
Black people living in rural or underdeveloped areas or townships  
Cooperative owned by black people  
Black people who are military veterans

OR

Any EME  
Any QSE

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

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....  
.....  
.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer  
☐ Supplier  
☐ Professional service provider  
☐ Other service providers, e.g. transporter, etc.  
[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES

1. ....  
2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

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



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

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

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

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

3. I hereby declare under Oath that:

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

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

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

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Stamp & Signature of Commissioner of Oaths

## SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

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

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

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

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

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

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

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Stamp & Signature of Commissioner of Oaths

## SECTION I

**NOT APPLICABLE****DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

**1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8. (2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial-development/ip.jsp> at no cost.**

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 3.1. If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.resbank.co.za](http://www.resbank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. ....**

**ISSUED BY:** (Procurement Authority / Name of Institution):

.....  
 NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
 do hereby declare, in my capacity as .....  
 of .....(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing

any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_



**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. ....**

**ISSUED BY:** (Procurement Authority / Name of Institution):

.....  
 NB

3 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

4 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
 do hereby declare, in my capacity as .....  
 of .....(name of bidder entity), the following:

(f) The facts contained herein are within my own personal knowledge.

(g) I have satisfied myself that:

(ii) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(h) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.**

(i) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(j) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing

any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

SECTION J

NOT APPLICABLE

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1.

I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2.

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

(i)

Bidding documents, viz

-

Invitation to bid;

-

Tax clearance certificate;

-

Pricing schedule(s);

-

Technical Specification(s);

-

Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;

-

Declaration of interest;

-

Declaration of bidder's past SCM practices;

-

Certificate of Independent Bid Determination

-

Special Conditions of Contract;

(ii)

General Conditions of Contract; and

(iii)

Other (specify)
3.

I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5.

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

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

NAME (PRINT)

.....

CAPACITY

.....

SIGNATURE

.....

NAME OF FIRM

.....

DATE

.....

WITNESSES

1

.....

2.

.....

---

---

**CONTRACT FORM - PURCHASE OF GOODS/WORKS****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I ..... in my capacity as ..... accept your bid under reference number ..... dated ..... for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

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

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP



WITNESSES

1. ....

2. ....

DATE .....

CONTRACT FORM - RENDERING OF SERVICES

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

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

1.

I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2.

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

(iv)

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

(v)

General Conditions of Contract; and

(vi)

Other (specify)

3.

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

4.

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

5.

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

6.

I confirm that I am duly authorised to sign this contract.
- NAME (PRINT)

.....

CAPACITY

.....

SIGNATURE

.....

NAME OF FIRM

.....

DATE

.....
- WITNESSES

1

.....

.....

2

.....
- 37

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

**CONTRACT FORM - SALE OF GOODS/WORKS**

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

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (vii) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Special Conditions of Contract;
  - (viii) General Conditions of Contract; and
  - (ix) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**WITNESSES**

1 .....

3. ....

DATE: .....

**CONTRACT FORM - SALE OF GOODS/WORKS****PART 2 (TO BE FILLED IN BY THE SELLER)**

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).
2. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

3. ....

4. ....

DATE .....



## SECTION K

### GENERAL CONDITIONS OF CONTRACT

#### 1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

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

## **2. Application**

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

## **3. General**

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

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be 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:
8. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
9. a cashier's or certified cheque
- 9.1 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.

**10 Inspections, tests and analyses**

- 10.1 All pre-bidding testing will be for the account of the bidder.
- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 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.
- 10.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 10.8 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.

## **11 Packing**

- 11.1 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.
- 11.2 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.

## **12 Delivery and documents**

- 12.1 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.
- 12.2 Documents to be submitted by the supplier are specified in SCC.

## **13 Insurance**

- 13.1 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.

## **14 Transportation**

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

## **15 Incidental Services**

- 15.1 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.
- 15.2 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.

## **16 Spare parts**

- 16.1 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.

## **17 Warranty**

- 17.1 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.
- 17.2 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.
- 17.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 17.4 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.
- 17.5 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.

## **18 Payment**

- 18.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 18.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 18.3 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.
- 18.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **19 Prices**

- 19.1 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.

## **20 Contract amendments**

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

## **21 Assignment**

- 21.1 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.

## **22 Subcontracts**

- 22.1 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.

## **23 Delays in the supplier's performance**

- 23.1 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.
- 23.2 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.
- 23.3 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.
- 23.4 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.
- 23.5 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.
- 23.6 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.

## **24 Penalties**

- 24.1 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.

## **25 Termination for default**

- 25.1 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.
- 25.2 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.
- 25.3 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.
- 25.4 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.
- 25.5 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.
- 25.6 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.

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

25.7 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.

## **26 Anti-dumping and countervailing duties and rights**

26.1 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.

## **27 Force Majeure**

27.1 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.

27.2 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.

## **28 Termination for insolvency**

28.1 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.

## **29 Settlement of Disputes**

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

29.2 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.

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

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

29.5 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.

### **30 Limitation of liability**

- 30.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

### **31 Governing language**

- 31.1 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.

### **32 Applicable law**

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

### **33 Notices**

- 33.1 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
- 33.2 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.

### **34 Taxes and duties**

- 34.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 34.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 34.3 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.

### **35 National Industrial Participation (NIP) Programme**

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

### **36 Prohibition of Restrictive practices**

- 36.1 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).
- 36.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.



## SECTION L

### SPECIAL CONDITIONS OF CONTRACT

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

The offers must remain valid for a period of 180 days from the closing date of the submission of bids.

#### 1. CONTRACT PERIOD

- 1.1 Successful bidders will be appointed to the panel for a period of 3 (three) years.

#### 2. EVALUATION CRITERIA

There are 5 evaluation phases main stages in the selection process, namely, ensuring that bids comply with the Pre-qualification criteria, Supply Chain Management Administrative Compliance, Technical Mandatory Requirements, Functionality Criteria and Price and B-BBEE Preference Points.

##### 2.1 Phase 1: Compliance with Pre-qualification criteria:

- In terms of Regulations 3(b) and 4 of the Preferential Procurement Policy Framework Act (PPPFA) Regulations, 2017, the Department intends to apply a pre-qualification criterion for this bid. Only entities who qualify in terms of the criteria outlined below will be evaluated further for Phase 2- Supply Chain Management Administrative Compliance
- Only bidders who meet the below pre-qualification criteria may respond to this bid:
  - (a) **A bidder must have a minimum level 2 B-BBEE status level contributor and/ or EME or QSE**
  - (b) The bidder must substantiate that they meet the above pre-qualification criteria by submitting the compulsory relevant evidence to claim the B-BBEE status level. **Failure to submit the information listed below shall nullify the bid submitted:**
    - (i) A valid B-BBEE certificate indicating the B-BBEE status level of contributor. The B-BBEE certificate must be issued by a SANAS accredited verification agency; **or**
    - (ii) A duly completed sworn affidavit signed by the deponent and commissioned by the authorized commissioner of oaths. The sworn affidavit must indicate the **day, month and year** on which the **annual total revenue** is based on and the level of black ownership that is claimed; **or**
    - (iii) A sworn affidavit on an accredited template issued by the DTI/CIPC for both EME or QSE
    - (iv) Bidders must ensure that the correct sworn affidavit for the correct sector are submitted
    - (v) A trust, consortium, or joint venture (including unincorporated consortia and joint ventures) must submit a **consolidated B-BBEE status level certificate.**

**Bids, which do not comply with the pre-qualification requirement/s, shall not be considered for Phase 2.**

##### 2.2 Phase 2 - Supply Chain Management Administrative Compliance

Check and verify compliance with the submission and completion of compulsory bid documents. Failure to comply with any of the sections contained in the bid document that constitute phase 2 will render the bid invalid

The following documentation must be submitted:

CRITERIA		YES	NO	REMARKS
PART A	INVITATION TO BID (SBD 1)	✓		COMPULSORY
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	✓		COMPULSORY
SECTION A	SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID	✓		COMPULSORY
SECTION B	REGISTRATION ON CENTRAL SUPPLIERS DATABASE	✓		COMPULSORY
SECTION C	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS	✓		COMPULSORY
SECTION D	OFFICIAL BRIEFING SESSION FORM	✓		COMPULSORY
SECTION E	PRICING SCHEDULE (SBD 3.1 ONLY)	✓		
SECTION F	DECLARATION OF INTEREST (SBD 4)	✓		COMPULSORY
SECTION G	THE NATIONANAL INDUSTRIAL PARTICIPATION PROGRAMME (SBD 5)		✓	NOT APPLICABLE
SECTION H	PREFERENCE POINTS CLAIM FORM (SBD 6.1)	✓		COMPULSORY
SECTION I	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (SBD 6.2)		✓	NOT APPLICABLE
SECTION J	CONTRACT FORM (SBD 7)		✓	NOT APPLICABLE
SECTION K	GENERAL CONDITIONS OF CONTRACT		✓	
SECTION L	SPECIAL CONDITIONS OF CONTRACT		✓	
SECTION M	AUTHORITY TO SIGN THE BID	✓		COMPULSORY
SECTION N	TERMS OF REFERENCE	✓		COMPULSORY

### 2.3 Phase 3: Technical Mandatory Requirements

The following are the technical mandatory requirements that must be complied with:

ITEM	DESCRIPTION	EVIDENCE	COMPLY	DO NOT COMPLY
1	Must be accredited by the manufacturer, who can provide support and maintenance for Unify OpenScape 4000 and Unify OpenScape 3550/Unify OpenScape Business.	Provide valid Equipment Manufacturer Partners Certificate		
2	Technician must be certified by a manufacturer to provide support and maintenance for OpenScape	Manufacturer certification for the technician		

## 2.4 Phase 4: Functionality Criteria

Proposals from prospective bidders will be evaluated on functionality in accordance with the following matrix

EVALUATION SCORECARD	WEIGHT (Maximum Points)	COMPANY SCORE
<b>The following Key Aspect of Criterion</b>		
- Traceable Company Experience	30	
- Key Personnel (Technician)	10	
<b><i>Only bidders who meet the minimum functionality score of 60% (24 points) shall be considered for Phase 5.</i></b>	<b>40</b>	

## 2.5 Phase 5: PRICE AND B-BBEE PREFERENCE POINTS

### PRICING AND B-BBEE PREFERENCE POINT SCORES (as per BBBEE Act.)

Phase 5: Price and B-BBEE Preference Point System	Points
Price	80
B-BBEE Status Level of Contributor Points	20
<b>Total</b>	<b>100</b>

B-BBEE Status Level of Contributor	Number of Points (80/20)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant Contributor	0

- (i) In terms of Regulations 6 and 7 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20 preference point system.
- (ii) The following formula will be used to calculate the points for price:

$$ps = 80 \left( 1 - \frac{Pt - P \min}{P \min} \right)$$

Where:

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

- (iii) A maximum of 20 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:  
(Bidders are required to complete the preference claim form (Standard Bidding Document (SBD) 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or a sworn affidavit at the closing date of the bid in order to claim the B-BBEE status level point.
- (iv) The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price at the participant's level.
- (v) Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by an accredited verification agency or a sworn affidavit will be considered.

### 3. BID APPEAL TRIBUNAL (BAT)

**BAT finds its establishment in the Treasury Regulation 16A9.3 and Section 18(1) of the KwaZulu-Natal Supply Chain Management Policy Framework. Treasury Regulation 16A9.3 empowers National and Provincial Treasury to establish a mechanism to consider complaints and make recommendations for remedial actions to be taken for the non-compliance with the norms and standards. Section 18(1) of the KZN SCM Policy Framework empowers the MEC for Finance to establish an independent and impartial Bid Appeals Tribunal. In line with Paragraph 19 of the KZN SCM Policy Framework of 2006 the following procedure must be followed to lodge an appeal:**

- 3.1 The bidder must, within five working days of receipt of the **notification** of an award, deliver written notification of an intention to appeal.
- 3.2 The bidder may, together with the notification of intention to appeal under paragraph (2) of the KZN SCM Policy Framework, deliver a request for written reasons for the award of the said bid.
- 3.3 The Bid Adjudication Committee or a delegate of an accounting officer must deliver to the appellant the written reasons requested under paragraph (3) of the KZN SCM Policy Framework within ten working days.
- 3.4 The appellant must, within ten working days of receipt of the written reasons delivered under paragraph (4) of the KZN SCM Policy Framework, or, failing a request for written reasons under paragraph (3) of the KZN SCM Policy Framework, within ten working days of giving notice under paragraph (2) of the KZN SCM Policy Framework, submit written representations to the Bid Appeals Tribunal, indicating sufficiently and without unnecessary elaboration the grounds and basis of the appeal and the nature of the complaint.
- 3.5 Upon receipt of a notice of intention to appeal, the Bid Appeals Tribunal must notify other bidders who may be adversely affected by the appeal, in writing of the appeal and invite them to respond within five working days.

**The address provided for the lodging of appeals is:**

**Email: [Batsecretariat@kzntreasury.gov.za](mailto:Batsecretariat@kzntreasury.gov.za)**

**The Chairperson  
Bid Appeals Tribunal  
Private Bag X9082  
Pietermaritzburg  
3200**

## SECTION M

### AUTHORITY TO SIGN A BID

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

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

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

.....

hereby authorise Mr/Mrs/Ms .....

acting in the capacity of .....

whose signature is .....

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

NAME	ADDRESS	SIGNATURE	DATE

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

**Note:**

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

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

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

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

## SECTION N

### TERMS OF REFERENCE/ SPECIFICATIONS

**APPOINTMENT OF A SERVICE PROVIDER TO MAINTAIN AND PROVIDE SUPPORT FOR PRIVATE AUTOMATIC BRANCH EXCHANGE (PABX) AND TELEPHONE MANAGEMENT SYSTEM FOR KWAZULU-NATAL PROVINCIAL TREASURY FOR A PERIOD OF THREE YEARS (36 MONTHS).**

#### 1. BUSINESS REQUIREMENT

The KZN Provincial Treasury seeks to appoint a suitable service provider to provide Maintenance and Support for the PABX, Telephone Management System for 4 Departmental sites:

**Site A** – Treasury House, 145 Chief Albert Luthuli Street, Pietermaritzburg

**Site B** – MEC Office, 330 Langalibalele Street, Natalia Building, Pietermaritzburg

**Site C** – Nomalanga Building, 214 Langalibalele Street, Pietermaritzburg

**Site D** – MEC Satellite Office, Marine Building, 1 Dorothy Nyembe Street, Durban

#### 2. BACKGROUND INFORMATION

The KwaZulu-Natal Provincial Treasury acquired the Unify OpenScape 4000 and Unify OpenScape 3550 PABX outright including the schedule of equipment herein. The current infrastructure, installations and equipment per site are as follows:

##### 2.1 Site A – Treasury House

A Unify OpenScape 4000 Communication Server ver.8 installed at Treasury House with the following connectivity at present:

- (a) 2 x Telkom Primary Rate Links used for incoming calls:
  - 033-8974200 (Number Range 8974200 to 8974699)
  - 033-8970400 (Number Range 8970400 to 8970499)
- (b) A Quantum Gateway utilising 25 x Voice Channels for outgoing calls, which overflows to Telkom as failover.

##### The Schedule: Treasury House

Quantity	Equipment
1	42U Floor standing cabinet
1	27U Floor standing cabinet
2	10 Way Metal Power
2	4 Way Fans
1	Openscape 4000 Eco Server V8.0 Communication Server
120	Primary Rate Channels
4	AP3700 IP Shelves
8	Analogue Line Ports
192	Digital Extension Ports
528	Analogue Extension Ports
8	STMD Ports
8	SIUX Ports
1	HG3500 V8 – 120 Channels
1	DSCXL2 Processor and SSD Hard Drive

1	SIP Trunking Ports - 60 Channels
1	Openscape 4000 remote access
1	DS Win Software v4
1	Redundant Power HIP45
2	AC Win MQ Attendant Software
2	Attendant Consoles PC Based Hardware
2	HW251 Headsets for Operators
2	Plathos Attendant handset and headset adapters
1	Proteus Enterprise Telephone Management Hardware – PC Spec Core i5
1500	Proteus Enterprise (version 8) Telephone Management Software licenses
184	Digital Telephones – Openstage 40T (or equivalent)
506	Analogue Telephones DA310 (or equivalent)
1	LAN Buffer (for TMS) 2 Meg
1	Proteus Fraud Guard Software
300	Xpressions Voicemail Software v7 Base Licenses
300	Xpressions Voicemail Software v7 Voice Licenses
1	Xpressions Voicemail v7 Exchange Connector
1	Xpressions Voicemail Server & Accessories
1	Xpressions Auto Attendant Multi-Tier Software
1	Xpressions v7 Media streaming 1-port licence for Unified Communication
1	Motorola PtP600 100Mbs Wireless Radio Link Equipment – To Nomalanga
1	Motorola PtP650 250Mbs Wireless Radio Link Equipment – To Natalia
4	Surge Arrestors
2	IP67 Rated Telco enclosures - 9u
4	Cisco Fibre Media Convertors
1	Indoor Enclosures - 9u
2	Cisco Catalyst 3560, 24 Port Switches
705	Reticulation Points

### **TREASURY HOUSE (MAIN SHELF PABX)**

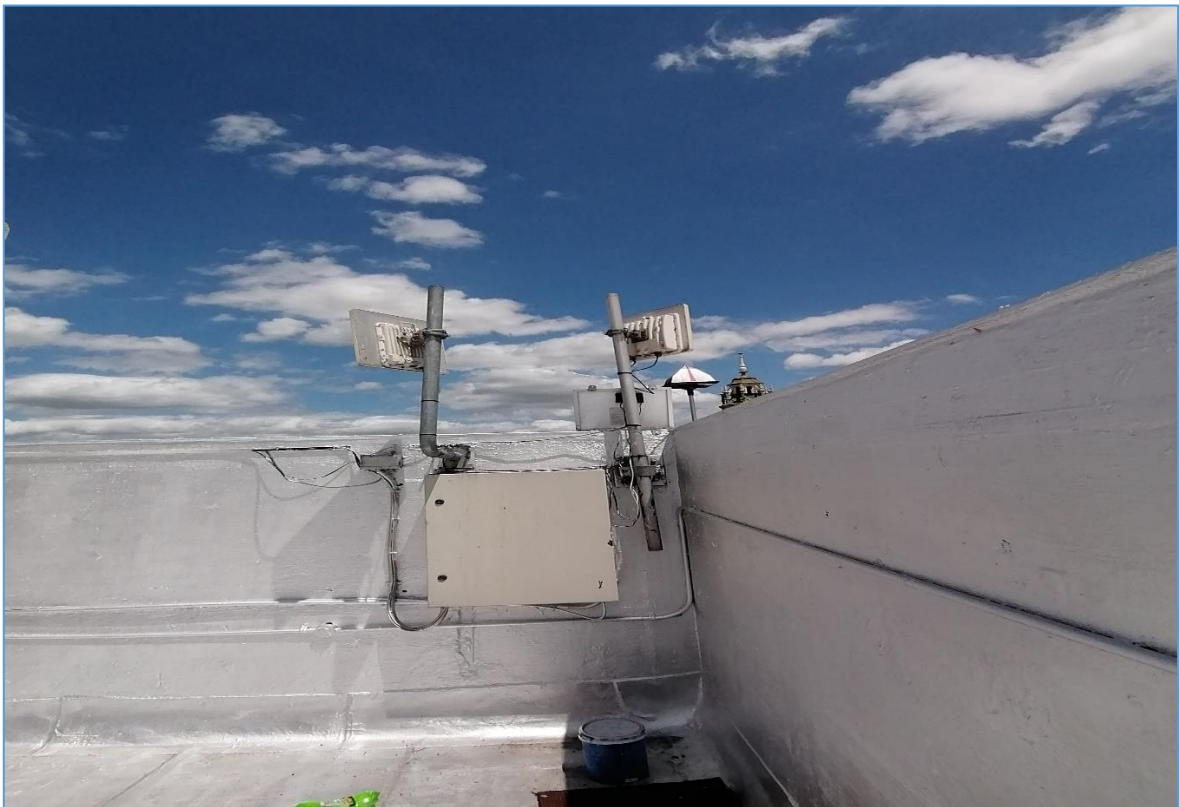


**TREASURY HOUSE VOICEMAIL AND TMS**



**TREASURY HOUSE, ROOF TOP RADIO LINKS**

**ONE LINKING NOMALANGA, AND NATALIA BUILDING INTO TREASURY HOUSE MAIN PABX SHELF**





## 2.2 Site B – MEC Office Natalia Building

Unify OpenScape 4000 remote shelf, working from Treasury House installed at the MEC Offices in Natalia Building, with the following connectivity at present:

- (a) 1 x Telkom Primary Rate Link used for incoming calls:
  - 033-8466800 (Number Range 8466800 to 8466899)
- (b) A 100Mb Radio Link installed between Treasury House and Natalia Building which carries all internal traffic between the sites.

### The Schedule: MEC Offices- Natalia Building

Quantity	Equipment
1	27U Floor standing cabinet
1	10 Way Metal Power
1	4 Way Fans
1	9u Swing Frame Cabinet
2	CAT 6 Patch Panel – 24 Port
1	Voice Patch Panel – 50 Port
1	Unify Openscape Access 500A Communication Server ( <i>with survivability</i> )
1	AP 3700IP Remote Shelf
30	Primary Rate Channels DIUN2
8	Analogue Line Ports
48	Digital Extension Ports
24	Analogue Extension Ports
27	Digital Telephones – Openstage 40T (or equivalent)
11	Analogue Telephones DA310 (or equivalent)
4	STMI 4, 60 Channel IP Module
1	AC Win MQ Attendant Software
1	Attendant Consoles PC Based Hardware
1	HW251 Headsets for Operators
1	Plathos Attendant handset and headset adapters
1	LAN Buffer (for TMS) 2 Meg
36	CAT 6 Reticulation Points
1	Motorola PtP650 250Mbps Wireless Radio Link Equipment
1	Surge Arrestor
1	IP67 Rated Telco enclosures - 9u
1	Cisco Fibre Media Convertors
1	Cisco Catalyst 3560, 24 Port Switches

## MEC's OFFICE (2<sup>ND</sup> FLOOR) NATALIA BUILDING (REMOTE SHELF PABX)



### 2.3 Site C – Nomalanga Building

Unify OpenScope 4000 remote shelf, working off Treasury House, installed at Nomalanga Building.

- (a) ***There are no telephone line services attached to this remote shelf.***
- (b) A 100Mb Radio Link is installed between Treasury House and Nomalanga Building. All calls incoming and outgoing, are made via Treasury House on the Radio Link.

#### The Schedule: Nomalanga Building

Quantity	Equipment
1	42U Floor standing cabinet
1	5 Way Power
1	4 Way Fans
12	CAT 5e Patch Panel – 24 Port
1	Unify Openscape Access 500A Communication Server ( <b><i>with survivability</i></b> )
2	AP 3700IP Remote Shelf
30	Primary Rate Channels DIUN2
50	IP Internodal Channels
8	Analogue Line Ports
48	Digital Extension Ports
264	Analogue Extension Ports
27	Digital Telephones – Openstage 40T (or equivalent)
208	Analogue Telephones DA310 (or equivalent)
4	STMI 4, 60 Channel IP Module
1	LAN Buffer (for TMS) 2 Meg
235	CAT 5e Reticulation Points
1	Motorola PtP600 100Mbs Wireless Radio Link Equipment
1	Surge Arrestor
2	IP67 Rated Telco enclosures - 9u
2	Cisco Fibre Media Convertors
2	Cisco Catalyst 3560, 24 Port Switches

## **NOMALANGA BUILDING (REMOTE SHELF PABX)**



### **2.4 Site D – Marine Building**

Unify OpenScope 3550 installed and is a standalone site.

#### **The Schedule: Marine Building**

Quantity	Equipment
1	Openscape 3550 PABX
8	Analogue Lines
1	Switchboard Console with BLI
8	Analogue Line Ports (SLMA)
16	Digital Extension Ports (SLMO)
16	Analogue Extension Ports
6	Openstage 15T Digital Telephones
10	Openstage 40T Digital Telephones
16	Reticulation Points

2.5 The link to obtain Sales Regen, Seal ID and Locking IF for all four (04) sites: [https://kzntreasury-my.sharepoint.com/:u:/g/personal/khumalon\\_kzntreasury\\_gov\\_za/ESKEIGdurEpKoEs773rzbbUBWi\\_HSwW23u2-pvZOvFvJVw?e=4BFPYT](https://kzntreasury-my.sharepoint.com/:u:/g/personal/khumalon_kzntreasury_gov_za/ESKEIGdurEpKoEs773rzbbUBWi_HSwW23u2-pvZOvFvJVw?e=4BFPYT)

## **3. SCOPE OF WORK**

The successful service provider will be responsible for the following:

- 3.1 Maintenance and service tasks recommended by the manufacturer of the respective equipment (PABX);
- 3.2 Ensure that the equipment functions error free and capable to perform the functions and features as documented in the manufacturers' specification;
- 3.3 Provide any preventative treatments, checks or other work which is necessary;
- 3.4 Provide all repairs necessary due to wear and tear in the normal use of the equipment
- 3.5 All repairs, maintenance and other services performed by service provider in terms of the agreement;

- 3.6 Provide Software patches for software releases either to fix or de-bug an existing software version;
- 3.7 Provide Software upgrades for software releases to enhance either the capabilities or functions of an existing software version and software assurance;
- 3.8 Provide cover of all equipment (except due to circumstances of force majeure).

#### 4. SKILLS AND EXPERIENCE REQUIREMENTS

The following are the minimum requirements that must be complied with:

- 4.1 Must be accredited by the manufacturer, who can provide support and maintenance for Unify OpenScape 4000 and Unify OpenScape 3550/ Unify OpenScape Business;
- 4.2 Provide valid Equipment Manufacturer Partners Certificate
- 4.3 Technician must be certified by the manufacturer to provide support and maintenance for OpenScape
- 4.4 Adequately qualified and experienced for the maintenance and support of Unify OpenScape 4000 and Unify OpenScape 3550; and
- 4.5 The company must submit the CV for the key personnel (Technician) that demonstrate the minimum of three (3) years of experience in maintenance and support of Unify OpenScape 4000 and Unify OpenScape 3550.

#### 5. EXPECTED DELIVERABLES

- 5.1 Execution of the Scope of Work as specified under Section 3 above;
- 5.2 The service provider will be expected to advise the Department on industry analysis associated with telephone environment, equipment and best and latest possible solutions;
- 5.3 To perform new software or new versions **upgrades to enhance either the capabilities or functions of an existing software version**
- 5.4 The service provider will need to ensure that they have the resource capabilities to attend to faults within given timeframes:
  - 5.4.1 Mean time to respond and repair- 2 hours max

#### 6. EVALUATION CRITERIA

The evaluation criteria will be based on the below criteria:

Evaluation Elements	
Phase 1	Pre-qualification criteria
Phase 2	Supply Chain Management Administrative Compliance
Phase 3	Technical Mandatory Requirements
Phase 4	Functionality evaluation
Phase 5	Price and Preference Points

##### 6.1 PHASE 1: PRE-QUALIFYING CRITERIA

- In terms of Regulations 3(b) and 4 of the Preferential Procurement Policy Framework Act (PPPFA) Regulations, 2017, the Department intends to apply a pre-qualification criterion for this bid. Only entities who qualify in terms of the criteria outlined below will be evaluated further for Phase 2-Supply Chain Management Administrative Compliance.

- Only bidders who meet the below pre-qualification criteria may respond to this bid:
- (a) **A bidder must have a minimum level 2 B-BBEE status level contributor and/ or EME or QSE**
  - (b) The bidder must substantiate that they meet the above pre-qualification criteria by submitting the compulsory relevant evidence to claim the B-BBEE status level. **Failure to submit the information listed below shall nullify the bid submitted:**
    - (i) A valid B-BBEE certificate indicating the B-BBEE status level of contributor. The B-BBEE certificate must be issued by a SANAS accredited verification agency; **or**
    - (ii) A duly completed sworn affidavit signed by the deponent and commissioned by the authorized commissioner of oaths. The sworn affidavit must indicate the **date, month and year** on which the **annual total revenue** is based on and the level of black ownership that is claimed; **or**
    - (iii) A sworn affidavit on an accredited template issued by the DTI/CIPC for both EME or QSE
    - (iv) Bidders must ensure that the correct sworn affidavit for the correct sector are submitted
    - (v) A trust, consortium, or joint venture (including unincorporated consortia and joint ventures) must submit **a consolidated B-BBEE status level certificate.**

Bids, which do not comply with the pre-qualification requirement/s, shall not be considered for Phase 2.

## 6.2 PHASE 2: SUPPLY CHAIN MANAGEMENT ADMINISTRATIVE COMPLIANCE

The below are Supply Chain Management Administrative Compliance:

Invitation To Bid (SBD 1)	Part A must be completed and signed
Terms and Conditions for Bidding (SBD 1)	Part B must be completed and signed
Special Instructions Regarding Completion of Bid	Section A must be submitted
Registration on Central Suppliers Database	Section B must be submitted
Declaration that Information on Central Suppliers	Section C must be completed and signed
Pricing Schedule (SBD 3.1)	Section E must be completed and signed
Bidders Disclosure (SBD 4)	Section F must be completed and signed
Preference Points Claim Form (SBD 6.1)	Section H must be completed and signed
Authority to Sign the Bid	Section M must be completed and signed and Resolution letter from the director must be attached
Terms of Reference	Section N must be completed

**NB: Failure to complete and submit all of the required documents shall nullify the offer submitted. Bids that did not comply with all Phase 2: Supply Chain Management Administrative Compliance shall not be considered for Phase 3.**

### 6.3 PHASE 3: TECHNICAL MANDATORY REQUIREMENTS

The following are the technical mandatory requirements that must be complied with:

ITEM	DESCRIPTION	EVIDENCE	COMPLY	DO NOT COMPLY
1	Must be accredited by the manufacturer, who can provide support and maintenance for Unify OpenScape 4000 and Unify OpenScape 3550/Unify OpenScape Business.	Provide valid Equipment Manufacturer Partners Certificate		
2	Technician must be certified by a manufacturer to provide support and maintenance for OpenScape	Manufacturer certification for the technician		

**NB: Failure to submit all of the required documents shall nullify the offer submitted. Bids that did not comply with all Phase 3: Technical Mandatory Requirements shall not be considered for Phase 4.**

### 6.4 PHASE 4: FUNCTIONAL EVALUATION

The evaluation of the functionality of the bid will be evaluated as per the criteria contained in the table below:

Key aspect of criterion	Allocation for Evaluation	Evidence required	Points	Awarded points
<b>Traceable Company Experience</b>	<b>30 points</b> for 3 letters <b>20 points</b> for 2 letters <b>0 points</b> for 1 or no traceable reference letter of similar projects	<p><b>Reference Letters</b> Provide traceable reference letters for the maintenance and support for Unify OpenScape 4000 and Unify OpenScape 3550/Business PABX project executed/ completed in the past 5 years.</p> <p>The reference letter <b>must</b> indicate the following:</p> <ul style="list-style-type: none"> <li>• Confirmation that the project is currently being executed successfully by the bidder <b>OR</b> Confirmation that the project was successfully completed by the bidder</li> <li>• Referee name and contact numbers</li> <li>• Name of the organization where the work was undertaken</li> <li>• The duration of the project (start and end date - day/month/year)</li> </ul> <p><b>NB: Reference letters should contain all of the above information,</b></p>	<b>30</b>	

		<i>reference letters that does not contain the above information will not be considered.</i>		
<b>Key Personnel</b> (Technician)	<b>10 points</b> for >5 <b>5 points</b> for 3 to 5 years <b>0 points</b> for <3 years	Number of key personnel (technician) years of experience in maintenance and support for Unify OpenScape 4000 and Unify OpenScape 3550/Business PABX project (Attach a comprehensive CV indicating experience in maintenance and support for Unify OpenScape 4000 and Unify OpenScape 3550/Business PABX)	<b>10</b>	
<b>Total Score</b>			<b>40</b>	
<b>Minimum functionality threshold (Points 24) 60%</b>				

**NB: All service providers who score less than 60% for functionality will not be considered for further evaluation**

## 6.5 PHASE 5: PRICE AND B-BBEE PREFERENCE POINTS

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

**The bidder shall complete and submit the following returnable price tables and documents (NB: Costing must be for all four Sites):**

### (a) Table 1: Treasury House

Quantity	Equipment	Monthly Fee
1	42U Floor standing cabinet	
1	27U Floor standing cabinet	
2	10 Way Metal Power	
2	4 Way Fans	
1	Openscape 4000 Eco Server V8.0 Communication Server	
120	Primary Rate Channels	
4	AP3700 IP Shelves	
8	Analogue Line Ports	
192	Digital Extension Ports	
528	Analogue Extension Ports	
8	STMD Ports	
8	SIUX Ports	
1	HG3500 V8 – 120 Channels	
1	DSCXL2 Processor and SSD Hard Drive	
1	SIP Trunking Ports - 60 Channels	
1	Openscape 4000 remote access	
1	DS Win Software v4	
1	Redundant Power HIP45	

2	AC Win MQ Attendant Software	
2	Attendant Consoles PC Based Hardware	
2	HW251 Headsets for Operators	
2	Plathos Attendant handset and headset adapters	
1	Proteus Enterprise Telephone Management Hardware – PC Spec Core i5	
1500	Proteus Enterprise (version 8) Telephone Management Software licenses	
184	Digital Telephones – Openstage 40T (or equivalent)	
506	Analogue Telephones DA310 (or equivalent)	
1	LAN Buffer (for TMS) 2 Meg	
1	Proteus Fraud Guard Software	
300	Xpressions Voicemail Software v7 Base Licenses	
300	Xpressions Voicemail Software v7 Voice Licenses	
1	Xpressions Voicemail v7 Exchange Connector	
1	Xpressions Voicemail Server & Accessories	
1	Xpressions Auto Attendant Multi-Tier Software	
1	Xpressions v7 Media streaming 1-port licence for Unified Communication	
1	Motorola PtP600 100Mbps Wireless Radio Link Equipment – To Nomalanga	
1	Motorola PtP650 250Mbps Wireless Radio Link Equipment – To Natalia	
4	Surge Arrestors	
2	IP67 Rated Telco enclosures - 9u	
4	Cisco Fibre Media Convertors	
1	Indoor Enclosures - 9u	
2	Cisco Catalyst 3560, 24 Port Switches	
705	Reticulation Points	
	Complete cover of equipment above	
<b>Total Price Per Month (Monthly Fee Excluding VAT)</b>		
<b>Total Price for Twelve (12) Months (Excluding VAT)</b>		

(b) **Table 2: MEC Offices- Natalia Building**

Quantity	Equipment	Monthly Fee
1	27U Floor standing cabinet	
1	10 Way Metal Power	
1	4 Way Fans	
1	9u Swing Frame Cabinet	
2	CAT 6 Patch Panel – 24 Port	
1	Voice Patch Panel – 50 Port	
1	Unify Openscape Access 500A Communication Server ( <b>with survivability</b> )	
1	AP 3700IP Remote Shelf	
30	Primary Rate Channels DIUN2	
8	Analogue Line Ports	
48	Digital Extension Ports	
24	Analogue Extension Ports	
27	Digital Telephones – Openstage 40T (or equivalent)	
11	Analogue Telephones DA310 (or equivalent)	
4	STMI 4, 60 Channel IP Module	



1	AC Win MQ Attendant Software	
1	Attendant Consoles PC Based Hardware	
1	HW251 Headsets for Operators	
1	Plathos Attendant handset and headset adapters	
1	LAN Buffer (for TMS) 2 Meg	
36	CAT 6 Reticulation Points	
1	Motorola PtP650 250Mbps Wireless Radio Link Equipment	
1	Surge Arrestor	
1	IP67 Rated Telco enclosures - 9u	
1	Cisco Fibre Media Convertors	
1	Cisco Catalyst 3560, 24 Port Switches	
	Complete cover of equipment above	
<b>Total Price Per Month (Monthly Fee Excluding VAT)</b>		
<b>Total Price for Twelve (12) Months (Excluding VAT)</b>		

(c) **Table 3: Nomalanga Building**

Quantity	Equipment	Monthly Fee
1	42U Floor standing cabinet	
1	5 Way Power	
1	4 Way Fans	
12	CAT 5e Patch Panel – 24 Port	
1	Unify Openscape Access 500A Communication Server ( <i>with survivability</i> )	
2	AP 3700IP Remote Shelf	
30	Primary Rate Channels DIUN2	
50	IP Internodal Channels	
8	Analogue Line Ports	
48	Digital Extension Ports	
264	Analogue Extension Ports	
27	Digital Telephones – Openstage 40T (or equivalent)	
208	Analogue Telephones DA310 (or equivalent)	
4	STMI 4, 60 Channel IP Module	
1	LAN Buffer (for TMS) 2 Meg	
235	CAT 5e Reticulation Points	
1	Motorola PtP600 100Mbps Wireless Radio Link Equipment	
1	Surge Arrestor	
2	IP67 Rated Telco enclosures - 9u	
2	Cisco Fibre Media Convertors	
2	Cisco Catalyst 3560, 24 Port Switches	
	Complete cover of equipment above	
<b>Total Price Per Month (Monthly Fee Excluding VAT)</b>		
<b>Total Price for Twelve (12) Months (Excluding VAT)</b>		

(d) **Table 4: Marine Building**

Quantity	Equipment	Monthly Fee
1	Openscape 3550 PABX	
8	Analogue Lines	
1	Switchboard Console with BLI	
8	Analogue Line Ports (SLMA)	
16	Digital Extension Ports (SLMO)	
16	Analogue Extension Ports	
6	Openstage 15T Digital Telephones	
10	Openstage 40T Digital Telephones	
16	Reticulation Points	
	Complete cover of equipment above	
<b>Total Price Per Month (Monthly Fee Excluding VAT)</b>		
<b>Total Price for Twelve (12) Months (Excluding VAT)</b>		

(e) **Table 5:** Total costs from tables 1 to 4 including VAT at 15%.

	YEAR ONE	YEAR TWO	YEAR THREE
	Excluding VAT	Excluding VAT	Excluding VAT
Annual Costs Table 1: Treasury House			
Annual Costs Table 2: MEC Offices-Natalia Building			
Annual Costs Table 3: Nomalanga Building.			
Annual Costs Table 4: Marine Building.			
<b>Total Costs for Three Years (Excluding VAT)</b>			
<b>VAT at 15%</b>			
<b>Total Costs for Three Years (Including VAT)</b>			

(f) **PRICING AND B-BBEE PREFERENCE POINT SCORES (as per BBBEE Act.)**

Phase 5: Price and B-BBEE Preference Point System	Points
Price	80
B-BBEE Status Level of Contributor Points	20
<b>Total</b>	<b>100</b>

B-BBEE Status Level of Contributor	Number of Points (80/20)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant Contributor	0

(i) In terms of Regulations 6 and 7 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20 preference point system.

(ii) The following formula will be used to calculate the points for price:

$$ps = 80 \left( 1 - \frac{Pt - P \min}{P \min} \right)$$

Where:

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

(iii) A maximum of 20 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

(Bidders are required to complete the preference claim form (Standard Bidding Document (SBD) 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or a sworn affidavit at the closing date of the bid in order to claim the B-BBEE status level point.

(iv) The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price at the participant's level.

(v) Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by an accredited verification agency or a sworn affidavit will be considered.

## 7 COMPULSORY SITE VIEWING

The briefing will be held as follows:

- Date : 02 December 2022 (Friday)
- Time : 11h00 am
- Address : Treasury House, 145 Chief Albert Luthuli Street  
Pietermaritzburg, 3200

**All service providers who does not attend the Compulsory Site Viewing will not be considered for further evaluation.**

## **8 CONTACT PERSON FOR TECHNICAL ENQUIRIES**

Please direct any enquiries in relation to this Terms of Reference to the following:

**Mr. E.V.N Xulu**

**Director: Auxiliary Services**

**KZN Provincial Treasury, Pietermaritzburg.**

**Telephone: (033) 897 4323**

**Email: [vusi.xulu@kzntreasury.gov.za](mailto:vusi.xulu@kzntreasury.gov.za)**

**Mr. P. Nzuza**

**Auxiliary Services**

**KZN Provincial Treasury, Pietermaritzburg.**

**Telephone: (033) 897 4246**

**Email: [PHUMLANI.NZUZA@kzntreasury.gov.za](mailto:PHUMLANI.NZUZA@kzntreasury.gov.za)**

## **9 ADDRESS AND DEADLINE FOR SUBMISSION OF BIDS**

Proposals by prospective service providers must be handed in/delivered to:

The Bid Box, located in the ground floor at the Treasury House

Attention: Financial Management- Supply Chain Management Unit

KZN Provincial Treasury

145 Chief Albert Luthuli Road

Pietermaritzburg

3200