



## **BID DOCUMENT NUMBER: ZNB 5084/2023-H:**

**DESCRIPTION: SUPPLY HOSTED PABX WITH TELEPHONE LINES FOR KWAZULU- NATAL (KZN) DEPARTMENT OF HEALTH: THREE YEAR CONTRACT**

Name of Bidder.....

Central Supplier's Database Registration Number.....

Income Tax Reference Number.....

### **BIDDER TO NOTE THE FOLLOWING**

#### **CLOSING DATE AND TIME:**

**DATE: 17 MAY 2023**

**TIME: 11: 00AM**

#### **BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

**Central Supply Chain Management Directorate  
Old Boys School, 310 Jabu Ndlovu Street  
Pietermaritzburg  
3201**

## TABLE OF CONTENTS

<b>SECTION A: INVITATION TO BID (SBD1)</b> .....	<b>3</b>
<b>SECTION B: SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS</b> .....	<b>5</b>
<b>SECTION C: AUTHORITY TO SIGN A BID</b> .....	<b>6</b>
<b>SECTION D: BIDDER'S DISCLOSURE (SBD 4)</b> .....	<b>10</b>
<b>SECTION E: THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (SBD 5)</b> .....	<b>12</b>
<b>SECTION F: DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE (TO BE COMPLETED BY BIDDER)</b> .....	<b>14</b>
<b>SECTION G: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022: SBD 6.1</b> .....	<b>15</b>
<b>SECTION H: RECORD OF AMENDMENTS TO BID DOCUMENTS</b> .....	<b>19</b>
<b>SECTION I: GENERAL CONDITIONS OF CONTRACT</b> .....	<b>20</b>
<b>SECTION J: SPECIAL CONDITIONS OF CONTRACT (SCC)</b> .....	<b>34</b>
<b>SECTION L: EVALUATION CRITERIA</b> .....	<b>80</b>
<b>SECTION M: PRICING SCHEDULE</b> .....	<b>88</b>

**SECTION A: INVITATION TO BID (SBD1)**

**PART A**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KWAZULU-NATAL DEPARTMENT OF HEALTH</b>					
BID NUMBER:	ZNB 5084/2023-H	CLOSING DATE:	17 MAY 2023	CLOSING TIME:	11: H 00 AM
DESCRIPTION	<b>SUPPLY HOSTED PABX WITH TELEPHONE LINES FOR KWAZULU- NATAL (KZN) DEPARTMENT OF HEALTH: THREE YEAR CONTRACT</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

CENTRAL SUPPLY CHAIN MANAGEMENT DIRECTORATE
<b>OLD BOYS SCHOOL, 310 JABU NDLOVU STREET</b>
PIETERMARITZBURG
3201

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VATREGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/> AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) <input type="checkbox"/> A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) <input type="checkbox"/> A REGISTERED AUDITOR NAME:				

**[A STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR ]**

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 PART B:3 BELOW]
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SIGNATURE OF BIDDER	.....	DATE	
---------------------	-------	------	--

<b>CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</b>			
---	--	--	--

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
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BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	KZN Department of Health	DEPARTMENT	KZN Department of Health
CONTACT PERSON	Demand Management	CONTACT PERSON	Mrs J Lewis/ Mr S Shange
TELEPHONE NUMBER	033 815 8361/8386	TELEPHONE NUMBER	072 748 9974 / 066 195 2761
E-MAIL ADDRESS	<a href="mailto:SCM.DemandManagement@kznhealth.gov.za">SCM.DemandManagement@kznhealth.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:Juanita.Lewis@kznhealth.gov.za">Juanita.Lewis@kznhealth.gov.za</a> <a href="mailto:Sandile.Shange@kznhealth.gov.za">Sandile.Shange@kznhealth.gov.za</a>

## PART B: TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). CERTIFICATE OR SWORN AFFIDAVIT FOR MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. CERTIFICATE OR SWORN AFFIDAVIT FOR MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT AND ANY AMENDMENTS THERETO.

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE DEPARTMENT TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA).
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA/ JOINT VENTURES/ SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?  YES  NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO
- IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS/ TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTERED AS PER 2.3 ABOVE.**

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

## **SECTION B: SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS**

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT. REFER TO THE GENERAL CONDITIONS OF CONTRACT AT THE FOLLOWING WEB ADDRESS:  
<http://www.treasury.gov.za/divisions/ocpo/ostb/contracts/default.aspx>

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 initialled.
13. Use of correcting fluid is prohibited.
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. The bidder must initial each and every page of the bid document.

**SECTION C: AUTHORITY TO SIGN A BID**

**A. COMPANIES**

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

**AUTHORITY BY BOARD OF DIRECTORS**

By resolution passed by the Board of Directors on.....20.....,  
..... (Full name)  
(whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of  
.....(Name of Company).

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

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

**SIGNATURE OF SIGNATORY:** ..... **DATE:** .....

**WITNESSES:** 1 ..... **DATE:** .....

2 ..... **DATE:** .....

---

**B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)**

I, the undersigned..... (Full name) hereby  
confirm that I am the sole owner of the business trading as:  
.....(Name of Business)

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

---

**C. PARTNERSHIP**

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

FULL NAME OF PARTNER	RESIDENTIAL ADDRESS	SIGNATURE

We, the undersigned Partners in the business trading as .....

.....(name of partnership)

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

.....  
**SIGNATURE**

.....  
**SIGNATURE**

.....  
**SIGNATURE**

.....  
**DATE**

.....  
**DATE**

.....  
**DATE**

**D. CLOSE CORPORATION**

In the case of a Close Corporation submitting a bid, a certified copy of the Founding/ Amended Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

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

....., (Full name)

whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of

.....(Name of Close Corporation)

Trading as .....(Trading name).

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

**SIGNED ON BEHALF OF THE CLOSE CORPORATION:** ..... (PRINT NAME)

**SIGNATURE OF SIGNATORY:** ..... **DATE:** .....

**WITNESSES:** 1 ..... **DATE:** .....

2 ..... **DATE:** .....

**E. CO-OPERATIVE**

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

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

..... (full name) whose signature

appears below, has been authorised to sign all documents in connection with this bid on behalf of .....

.....(Name of cooperative)

**SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:**

.....

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

**DATE:** .....

**SIGNED ON BEHALF OF CO-OPERATIVE:** .....

**FULL NAME IN BLOCK LETTERS:** .....

**WITNESSES: 1** .....

**DATE:** .....

**2** .....

**DATE:** .....

**F. JOINT VENTURE**

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

**AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE**

By resolution/agreement passed/reached by the Joint Venture partners on.....20.....

..... (Full name)

..... (Full name)

..... (Full name)

..... (Full name)

whose signatures appear below have been duly authorised to sign all documents in connection with this bid on behalf of:

..... (Name of Joint Venture)

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

**SIGNED ON BEHALF OF (ENTITY NAME):** .....

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

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

**SIGNED ON BEHALF OF (ENTITY NAME):** .....

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

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

**SIGNED ON BEHALF OF (ENTITY NAME):** .....



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

IN HIS/ HER CAPACITY AS: .....

SIGNED ON BEHALF OF (ENTITY NAME): .....

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

IN HIS/ HER CAPACITY AS: .....

**G. CONSORTIUM**

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

**AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM**

By resolution/agreement passed/reached by the Consortium on.....20.....  
..... (full name)

whose signature appears below have been duly authorised to sign all documents in connection with this bid on behalf of:

..... (Name of Consortium)

IN HIS/ HER CAPACITY AS: .....

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

**SECTION D: BIDDER'S DISCLOSURE (SBD 4)**

**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:  
.....  
.....

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 AND 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature	..... Date
..... Position	..... Name of bidder

## **SECTION E: THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (SBD 5)**

### **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 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 tenderers (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 TENDER SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF TENDERERS AND SUCCESSFUL TENDERERS (CONTRACTORS)**

Tenderers are required to sign and submit this Standard Tendering Document (SBD 5) together with the Tender 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 Tenderers (contractors) are required, immediately after being officially notified about any successful Tender with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Tender / 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 Tenderer (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 Tenderer (contractor) and, therefore, does not involve the purchasing institution.

Tender number:	_____	Closing date: <b>13 March 2023</b>
Name of tenderer:	_____	
Postal address:	_____ _____	
Signature:	_____	Name (in print): _____
Date:	_____	

**SECTION F: 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)

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 G: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022: SBD 6.1**

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

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

**1. GENERAL CONDITIONS**

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

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

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

*(delete whichever is not applicable for this tender).*

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

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

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

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

## 4. POINTS AWARDED FOR SPECIFIC GOALS



- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
In terms of Departmental Preferential Procurement Regulation Policy 2023, section 8.1.2.1. for Historically Disadvantaged Individuals. The Department allocate full 20 or 10 points to companies who are at least 51% Owned by Black People	20 Points		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

- 4.3. Name of company/firm.....
- 4.4. Company registration number: .....
- 4.5. TYPE OF COMPANY/ FIRM
- Partnership/Joint Venture / Consortium
  - One-person business/sole propriety
  - Close corporation
  - Public Company
  - Personal Liability Company
  - (Pty) Limited

- Non-Profit Company
  - State Owned Company
- [TICK APPLICABLE BOX]

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

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

.....

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**SECTION H: RECORD OF AMENDMENTS TO BID DOCUMENTS**

I / We confirm that the following communications amending the bid documents that I / we received from KwaZulu-Natal Department of Health or their representative before the closing date for submission of bids have been taken into account in this bid.

ADDENDUM NO.	DATE	TITLE OR DETAILS

SIGNATURE: ..... DATE: .....  
(of person authorized to sign on behalf of the Bidder)

## SECTION I: GENERAL CONDITIONS OF CONTRACT

### NOTES

The purpose of this document is to:

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

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

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

## TABLE OF CLAUSES

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

## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

## **2. Application**

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

- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](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:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

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

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

## **10. Delivery and documents**

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

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

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

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

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

## **24. Anti-dumping and countervailing duties and rights**

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

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 28. Limitation of liability**

- 29. Governing language** 229.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices**
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices**
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



❖ I have read, understand and accept the above stated General Conditions of the Contract which are binding upon me.

.....  
**Signature**

.....  
**Date**

.....  
**Name of Bidder**

## SECTION J: SPECIAL CONDITIONS OF CONTRACT (SCC)

**Note:** The special conditions of contract referred as (SCC) are supplementary to that of the General Conditions of Contract (GCC). Where, however, the special conditions of contract are in conflict with the General Conditions of Contract, the special conditions of contract (SCC) shall prevail.

### 1. ADDITIONAL DEFINITIONS

In addition to the definitions contained in paragraph 1 of the GCC, the following terms shall be interpreted as indicated:

- 1.1. **“Accounting Officer”**: means a person described in Section 36 of the Public Finance Management Act, Act No. 1 of 1999 (As amended by Act 29 of 1999).
- 1.2. **“Contract Duration”**: means the period between the commencement and termination of the contract.
- 1.3. **“Confidential Information”**: means but is not limited to contents of the contract, or any provision thereof, or any specification, plan, know-how, drawing, pattern, sample, or information furnished by or on behalf of the Department in connection therewith, to any person other than a person employed by contractor or service provider in the performance of the contract.
- 1.4. **“Department”**: means the KwaZulu-Natal Department of Health.
- 1.5. **“Head of Department”**: means the Head of Department for KwaZulu-Natal Department of Health as defined in Schedule 2 Column 1 and 2 of the Public Service Act 1994 (Proclamation 103 of 3 June 1994, as amended).
- 1.6. **“Health Facilities”**: means Head Office, District Offices, Hospitals, Community Health Centres, Specialized centres and Clinics under the auspices of the Department of Health in the Province.
- 1.7. **“ISO Standards”**: means standards recognized by International Standard Organisation
- 1.8. **“Parties”**: means the KwaZulu-Natal Department of Health and Contractor or Service provider
- 1.9. **“Province”**: means the Province of KwaZulu-Natal.
- 1.10. **“ROE”**: means the Rate of Exchange.
- 1.11. **“SABS”**: means the South African Bureau of Standards.
- 1.12. **“SANS”**: means the South African National Standards.
- 1.13. **“Vendor”**: means **Contracted Supplier or Service Provider**

## **2. INTERPRETATIONS**

In amplification of the provisions of paragraph 2 of the GCC, unless inconsistent with the context, an expression which denotes:

- 2.1 Any gender includes the other genders.
- 2.2 A natural person includes a juristic person and vice versa.
- 2.3 The singular includes the plural and vice versa.
- 2.4 When any number of days is prescribed in this Contract, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 2.5 Figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 2.6 Any reference in this contract to "goods" includes works and/or services.
- 2.7 The written and signed contract represents the final agreement between the parties and it supercedes any prior oral agreements or discussions of the Contract.
- 2.8 All annexures and appendices shall form part of the contract.
- 2.9 The headings used throughout the Contract do not have any special significance save to ensure the easy reading of the contract.
- 2.10 Words and phrases defined in this Contract shall bear the meaning assigned to them throughout this Contract.
- 2.11 Words and phrases used in this Contract which are defined or used in any statute or regulation which applies to the subject matter, professional person.
- 2.12 The bid is issued in accordance with Section 217 of the Constitution, The Public Finance Management Act, Treasury Regulations 16A and National Treasury regulations and guidelines.

## **3. ACCEPTANCE OF A BID**

- 3.1 The Department of Health Bid Adjudication Committee is under no obligation to accept any bid.
- 3.2 The financial standing of a bidder and its ability to supply goods or render services may be examined before the bid is considered for acceptance.

## **4. CERTIFICATE OF COMPLIANCE**

- 4.1. If the bidder submits offers for items that make reference to South African National Standards (SANS) or South African Bureau of Standards (SABS) or International Organisation for Standardisation (ISO) specifications, a Certificate of Compliance must be submitted with the bid document at the time of closing of the bid. SABS/SANS can be contacted for testing and conformity services at Tel: 031 203 2900/ Fax: 031 203 2907. SANS, SABS AND CKS specifications will be for the account of the prospective bidder. Failure to submit the certificate, where applicable, will result in the bid being disqualified. The Department reserves its rights to contact SABS/SANS/CKS for testing and conformity services.

- 4.2. The South African National Accreditation System (SANAS) is recognized by the South African Government as the single National Accreditation Body that gives formal recognition that Laboratory, Certification Bodies, Inspection Bodies, Proficiency Testing Scheme Providers and Good Laboratory Practice (GLP) test facilities are competent to carry out specific tasks. This organization can be contacted as follows: Tel: 012 3943760: Fax: 012 3940526.
- 4.3 Prior to an award of the bid being made and/or during the evaluation process, the Department of Health reserves the right to conduct inspections of the premises of the most acceptable bidder. Therefore, premises of the bidder shall be open, at reasonable hours, for inspection by a representative of the Department or organization acting on its behalf. Any specification/s and conformity testing will be for the account of the prospective bidder.

## **5. COMPLIANCE WITH SPECIFICATION**

- 5.1 Offers must comply strictly with the specification. Offers exceeding specification requirements will be deemed to comply with the specification.
- 5.2 The quality of services/ supply must not be less than what is specified.

## **6. PERFORMANCE STANDARDS**

- 6.1 In amplification of paragraph 4 of the GCC, the preferred bidder shall supply the goods in accordance with performance standards set by the Department below:
- 6.1.1 The preferred telephony system will be characterized by cloud hosted PABX with fully redundancy.
- 6.1.2 The underlying ICT network platform must allow each Local Area Network (LAN) site to be connected directly into the Service Provider's proposed Wide Area Network (WAN) Telecommunications Network and deliver services to respective Departmental LAN branches. Recommended network infrastructure
- 6.1.3 Effectively, the Department requires a Software-defined Wide Area Network (SD-WAN) architecture that allows it to leverage combinations of information / data transport services - including, LTE and broadband internet services, to securely connect its ICT End-users and Telephone System:
- 6.1.4 Customized bandwidth and connectivity to meet the needs of specific network services, locations, or ICT End-users,
- 6.1.5 Centrally defined and managed network policies and network traffic without requiring manual configuration at each of the network devices.

## **7 QUALITY CONTROL /TESTING OF PRODUCTS AND GUARANTEE**

- 7.1 The Department and/or Institution reserves the right to have any product tested with an accredited agent in the Republic of South Africa. The quality control testing administrative procedures will be undertaken by the Department's Supply Chain Management Contract Management section.
- 7.2 If it is discovered that the product supplied is not in accordance with the specification where applicable the following will occur:
- (i) Testing charges will be for the account of Contractor:
  - (ii) Possible cancellation of the contract with Contractor:
  - (iii) Reporting such negligence to the Provincial and National Treasury for listing on the Restricted Suppliers Database.

- 7.3 All goods supplied shall be equal in all respects to samples, patterns or specifications where such are provided. Any changes to quality or brands will have to be approved by the Department, as this is a change to the conditions of the contract.
- 7.4 Should the Department, after the award of the Contract and/or during the manufacture of the goods specified, decide on a variation or alteration to the specification, either at the suggestion of Contractor or otherwise, which will be to the Department's advantage, such variation or alteration shall be performed to the Department's satisfaction. Any variation in the Contract Price arising there from shall be subject to agreement between the Department and Contractor. The variation shall comply with thresholds as prescribed by National Treasury regulations.
- 7.5 Contractor shall not be relieved of its obligations with respect to the sufficiency of the materials and workmanship and the quality of the goods supplied by the reason of no objection having been taken thereto by the Department's Representative at the time the goods were delivered.
- 7.6 If any dispute arises between the Department and Contractor, in connection with the quality and guarantee of the goods, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

## **8. EQUAL BIDS**

- 8.1 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points.
- 8.2 If functionality is part of the evaluation process and two or more tenderers score equal total points and equal preference points, the contract must be awarded to the tenderer that scored the highest points for functionality.
- 8.3 If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

## **9. LATE BIDS**

- 9.1 Bids are permissible to be submitted prior to closing date and time this is to avoid unfortunate or unplanned circumstances that could prevent the bidder from arriving on time during the closing date. If the bidder fail to arrive on time the department will not be held liable.
- 9.2 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.

## **10. MORE THAN ONE OFFER/ COUNTER OFFERS**

- 10.1 Should the bidder make more than one offer, where applicable, against any individual item, such offer/s must be detailed in the Schedule of Additional Offer/s. The Department reserves its rights in and to the consideration of any additional offer/s subject to compliance with specification and the bidding conditions.

- 10.2 Bidders' attention is drawn to the fact that counter offers with regard to any of the abovementioned Special Terms and Conditions will invalidate such bids.
- 10.3 Bidders are at liberty to bid for one, a number of items, or bid for all items. If a bidder is not bidding for all the items, the appropriate price page must reflect: 'nil quote'.

## **11. ONLY ONE OFFER RECEIVED**

- 11.1 Where only 1 offer is received, the Department of Health will determine whether the price is fair and reasonable. Proof of reasonableness will be determined as follows:
- (i) Comparison with prices, after discounts, to the bidder's other normal clients and the relative discount that the State enjoys;
  - (ii) Where this is not possible, profit before tax based on a full statement of relevant costs; and
  - (iii) In all cases, comparison with previous bid prices where these are available.

## **12. AWARD OF BID (S)**

- 12.1 The Department of Health Bid Adjudication Committee reserves the right to award the bid to one or more than one bidder, provided that the respective bidders' offers comply with the specification and meets all the conditions attached to the bid. Bidders must ensure that they quote as per the stipulated price page failing which they will be disqualified.
- 12.2 Notification of the intention to award the bid shall be in the same media that the bid was advertised.
- 12.3 In terms of Provincial Treasury Practice Note Number: SCM-07 of 2006, Section 5: Appeal Procedure, 5.1 "A bidder aggrieved by a decision of the Departmental Bid Adjudication Committee or a delegate of an Accounting Officer may appeal to the Bid Appeals Tribunal in the prescribed manner" The bidder must, within five working days of the publication of the notice of intention to award, in the Government Tender Bulletin, deliver a written notification of an intention to appeal to Provincial Treasury, Secretariat, Bid Appeals Tribunal, Tel no: 033-897 4200. After all appeals, should they be lodged, have been dealt with by the Bid Appeals Tribunal, the successful bidder (s) shall be notified in writing by a duly authorised official of the Department of Health, Central Supply Chain Management Unit. A formal contract will then be entered into by parties, using service level agreement or Standard Bidding Document for formal contracts.

## **13. REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD)**

- 13.1 A bidder submitting an offer must be registered on the Central Supplier Database. A bidder who has submitted an offer and is not registered on the Central Supplier Database will not be considered.
- 13.2 Each party to a joint venture/ consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

## **14. EMPLOYEES TRADING WITH THE ORGANS OF THE STATE**

- 14.1 The Public Service Act 103 of 1994 indicates in section 30(1) that "No employee shall perform or engage himself or herself to perform remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department."

- 14.2 Furthermore, in terms of the Public Service Regulations paragraph 13(c), “An employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state, unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act”
- 14.3 If a bidder is found to be employed by the state, through the verification of Central Supplier Database (CSD) Report, DPSA, the bid will be immediately disqualified. If it is discovered during other Computer Assisted Audit Technics, that the bidder is employed by the state, the award or contract will be immediately terminated.

## **15. TRUST, CONSORTIUM OR JOINT VENTURE**

- 15.1 Should this bid be submitted by a Joint Venture, the Joint Venture agreement must accompany the bid document.
- 15.2 The Joint Venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 15.3 The Joint Venture/Consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the Joint Venture/ Consortium, nomination of an authorised person to represent the Joint Venture or Consortium in all matters relating to this bid and the details of the bank account for payments to be affected.
- 15.4 No award will be made to a Trust/ Joint Venture/ Consortium that is not tax compliant at the finalisation of the award.
- 15.5 For verification purposes, each party must submit separate proof of TCS/ PIN / CSD number.

## **16. VALIDITY PERIOD OF BID AND EXTENSION THEREOF**

- 16.1 The validity (binding) period for the bid will be **180 days** from close of bid. However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders? This request will be done before the expiry of the original validity (binding) period.

## **17. CHANGE OF ADDRESS**

- 17.1 Bidders must advise the Department of Health’s Central Supply Chain Management Unit, Contract Section, should their ownership and/or address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

## **18. DELIVERY, MARKING AND PACKAGING**

- 18.1 Basis of delivery of products must be made in accordance with the instruction appearing on the official Order form. The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to.
- 18.2 All deliveries or dispatches must be accompanied by a delivery note stating the official order number against the delivery that has been affected.
- 18.3 In respect of goods and services awarded, the Contractors must adhere strictly to the delivery periods stipulated in the bid document or as agreed with the Department. In case of delays in the supplier's performance, the supplier must inform the department or institution of such delays and comply with conditions as stipulated on the GCC. Should the Contractor fail to supply the goods within the time stated in its bid, or within the extended time allowed to them, the department reserves the right, to cancel the contract and purchase the goods elsewhere and the Contractor shall refund to the department any extra cost incurred over and above the contract price.
- 18.4 All deliveries must take place from Monday to Friday between 08h00 and 14h00. In emergency cases, the department reserves the right to request the successful bidder/s to urgently effect deliveries at any given time including Saturdays, Sundays and public holidays.
- 18.5 Order details must be presented upon delivery on delivery notes. Deliveries not complying with the order form, specifications or samples submitted, will be returned to the Contractor at the Contractor's expense. Goods delivered shall in all cases be accompanied by delivery notes in duplicate, one which will be retained by the Department. The Contractor shall be responsible for the safe delivery as to the quality, quantity and condition of the goods.
- 18.6 All goods shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading. Unless otherwise specified, packing cases and packing materials are included in the Contract Price, and shall be and remain the property of the Department. It is the Contractor's responsibility to off load the delivery vehicle. Delivery packages should be of a durable quality that will allow stacking and for further transportation without breakage.
- 18.7 The following information must appear on the outer packaging of the carton/box:
- (a) Name of the manufacturer/supplier
  - (b) Description of item
  - (c) Date of manufacture
- 18.8 Where applicable each item in a carton must be individually labelled and the following information must appear on the outer packaging of the carton:
- a) Name of the manufacturer/supplier;
  - b) Description of item;
  - c) Item number code/catalogue number;
  - d) Date of manufacture;
  - e) Product expiry date;
  - f) Batch No.;
  - g) Lot No.



- 18.9 Random inspection and sampling of items will be conducted upon delivery to verify quantity and compare the item against the contract sample and any other quality accreditation or health standards that is prescribed.
- 18.10 No locally manufactured product may be substituted during the contract period with an imported product, and vice versa, without prior approval of Contract Management at Central Supply Chain Management, Department of Health.

## 19. STATEMENT OF SUPPLIES AND SERVICES

19.1 The Contractor shall, monthly, furnish particulars of supplies delivered or services executed. Such information must be submitted to the Department of Health Supply Chain Management, Contract Management as follows:

- (i) Name of institution.
- (ii) Orders received per each institution, order number, catalogue number, quantity delivered and invoice amount all inclusive.

19.2 Historical value and volume reports may be requested by the Department of Health, Supply Chain Management, during the term of the contract for the following:

### SUPPLIER MEASURES

- (i) Delivery period adherence
- (ii) Quality adherence

Note: This information will be submitted at the expense of the Contractor.

## 20. FIRM PRICES AND ESCALATIONS

20.1 Bidders must bid firm prices

## 21. VALUE ADDED TAX (VAT)

- 21.1 All bid prices must be inclusive of all applicable taxes, even if the bidder is not a vat vendor.
- 21.2 Bidders who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but an entity may also choose to register voluntarily provided that the minimum threshold of R50 000 (as of 1 March 2010) has been exceeded in the past 12 month period. Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of bid.
- 21.3 **VAT will not be included** after an award of the bid or during contract management period.

## 22. ENTERING OF HOSPITAL/CLINIC STORES

22.1 No representative from a company shall be permitted to enter the hospital/clinic premises, buildings or containers where stores are kept unless he/she is accompanied by the responsible official in charge of stores. Before entering the hospital/clinic premises, buildings or containers where stores are kept, the

company representative must in writing, motivate why entry is necessary and written authority must be obtained to enter from the Head of the Institution or delegated official.

### **23. DEPARTMENTAL PROPERTY IN POSSESSION OF A CONTRACTOR**

- 23.1 The Department's property supplied to a Contractor for the execution of a contract remains the property of the Department and shall at all times be available for inspection by the Department or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Department forthwith.
- 23.2 The Contractor shall be responsible at all times for any loss or damages to the Department's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Department may require.

### **24. IRREGULARITIES**

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

### **25. UNSATISFACTORY PERFORMANCE**

In amplification of paragraph 21; 22 and 23 of the GCC, unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

- (i) The institution shall warn the Contractor by registered/certified mail or email that action will be taken in accordance with the contract conditions unless the Contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the Contractor does not perform satisfactorily despite the warning the institution will:

Take necessary and appropriate action such as termination of contract in terms of its delegated powers.

- (ii) When correspondence is addressed to the Contractor, reference will be made to the contract number/item number/s and an explanation of the complaint.

### **26. RESTRICTION OF BIDDING**

The Accounting Officer or his/her delegate must:

- a) Notify the supplier and any other person of the intention to restrict it doing business with Department by registered mail or email. The letter of restriction must provide for:
- (i) The grounds for restriction;
  - (ii) The period of restriction which must not exceed 10 years;
  - (iii) A period of 14 calendar days for the supplier to provide reasons why the restriction should not be imposed.
- b) The Accounting Officer his/her delegate:
- (iv) May regard the intended penalty as not objected to and may impose such penalty on the supplier, should the supplier fail to respond within the 14 days; and
  - (v) Must assess the reasons provided by the supplier and take the final decision.

- c) If the penalty is imposed, the Accounting Officer must inform National Treasury of the restriction within 7 calendar days and must furnish the following information:
  - (i) The name and address of the entity/ person to be restricted;
  - (ii) The identity number of individuals and the registration number of the entity; and
  - (iii) The period of restriction.
- d) National Treasury will load the details on the Database of Prohibited Vendors.
- e) The restriction period applicable will be based on the value of award/s made to the supplier over a financial year. The table below illustrates the restriction period that will be applicable per the award threshold:

## **27. CONTRACTOR'S LIABILITY**

- 27.1 In the event of the contract being cancelled by the Department in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Department any losses sustained and/or additional costs or expenditure incurred as a result of such cancellation, and the Department shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Department may suffer or may have suffered.
- 27.2 The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

## **28. RIGHTS TO PROCURE OUTSIDE THE CONTRACT**

- 28.1 The Department reserves the right to procure goods outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of State or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.
- 28.2 No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Department or local authority.
- 28.3 If contracted item/s become available from National Treasury transversal contract, the Department reserve a right to cancel the contract with a winning bidder by giving thirty (30) days' notice. If it in the advantage and interest of the department to participate.

## **29. PATENTS**

- 29.1 The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies the Department against any claims arising there from.

## **30. WAIVER**

- 30.1 The granting by any party of any indulgence or postponement shall not be a waiver of its rights arising from this contract to demand full and specific performance of the contract.

30.2 No favor, delay or relaxation or indulgence on the part of any party in exercising any power or right conferred on each party in terms of this contract shall operate as a waiver of such power or right nor preclude any other or further exercises thereof or the exercise of any other power or right under this contract.

## **31. SUSPENSION**

31.1 The Department may temporarily suspend whole or part of the supplied goods by providing no less than 5 days written notice to the Contractor, who shall on receipt of such written notice immediately cease the supply the goods. The Department will indicate the date on which the contract will be resumed in the aforementioned notice. No suspension shall exceed a total of 90 days unless otherwise agreed to by the parties in writing.

31.2 When the supply of the goods is suspended, the Contractor shall be entitled to pro-rata payment for the goods already delivered and reimbursement of all costs incidental to the prompt and orderly suspension of the contract.

31.3 Suspension of the contract shall not prejudice or affect the accrued rights and liabilities of the parties as at the date of suspension.

## **32. BREACH**

32.1 Any termination notice referred to in GCC paragraph 23.1 shall be preceded by written notice requiring the defaulting party to remedy a breach of this contract within 14 days of the date of receipt of the notice.

32.2 If the defaulting party fails to remedy the breach within the 14 days, the aggrieved party shall be entitled without notice, in addition to any other remedy available to them at law or under this contract:

32.3 To claim specific performance of any obligation whether or not the due date for performance has arrived;  
or

32.4 To terminate this contract in accordance with paragraph 23.1 of the GCC, against the defaulting party, in either event without prejudice to the aggrieved party's rights to claim damages.

32.5 The Contractor shall immediately advise the Department of the same, upon which the Department shall, in its sole and absolute discretion, decide whether to proceed with this contract or to terminate forthwith. Failure by the Contractor to advise the Department of a conflict of interest shall amount to a material breach of this contract.

32.6 A Party shall be deemed to be in breach of this Contract should the Party fail to comply with any material provisions of this Contract.

32.7 The aggrieved Party shall be obliged to first attempt to settle the matter by way of consultation with the defaulting Party. If the consultation fails, then the aggrieved Party shall promptly give the defaulting Party fourteen (14) days written notice to remedy the breach. If the defaulting Party fails to comply with such notice, the aggrieved Party may, without prejudice to any other's right at law:

32.7.1 Cancel this Contract in the event the defaulting Party committed a material breach.

32.7.2 Claim specific performance by the defaulting Party if such is a competent remedy in the circumstance.

32.7.3 Claim damages suffered, as limited under this Contract.

### **33. PREFERENCES**

33.1 Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretenses, the Department may, at its own right:

- (i) Recover from the Contractor all costs, losses or damages incurred or sustained by the Department as a result of the award of the Contract; and/or
- (ii) Cancel the contract and claim any damages which the Department may suffer by having to make less favorable arrangements after such cancellation.
- (iii) The Department may impose penalties, however, only if provision therefore is made in the Special Conditions of Contract and Bid.

### **34. SEVERABILITY**

34.1 The finding of any invalidity to any provision of the contract shall not render the whole contract a nullity. A court of law or arbitrator may sever the invalid provision and the remainder of the contract shall remain enforceable.

### **35. EXPORT LICENSES**

35.1 When orders are placed for goods in respect of which an export licence from the country of origin of supplies is required, Contractor shall:

35.1.1 Not incur any direct or indirect costs in connection with the supply or dispatch of such supplies before they have obtained such license;

35.1.2 If the government of the country from which the supplies are to be exported refuses, or fails to grant such license within three months of the placing of the order, the order shall be considered to be cancelled and no liability will be accepted for any loss or expenses irrespective of the nature thereof, including loss or expenditure suffered or incurred by Contractor or any other person in respect of the production, supply, transportation or delivery of such supplies.

### **36. INSURANCE**

36.1 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.

36.2 Any insurance policies taken out by Contractor to cover goods delivered for a contract must be taken out with a company registered in South Africa in terms of relevant insurance and companies acts.

36.3 The Department and the Contractor must ensure that the insurance remains in force throughout the contract period.

36.4 In the event that the Department requests for such Certificate of Insurance, the Contractor shall submit such Certificate within 5 days, if this was not a mandatory requirement.

### **37. ESTIMATED QUANTITIES**

37.1 The Department is under no obligation to purchase any stock, which is in excess of the indicated quantities of each item. Should there be quantities reflected in the bid forms these will be estimated figures and no guarantee is given or implied as to the actual quantity which will be ordered.

### **38. EXTENTION OF CONTRACT**

38.1 This contract may be extended on a month-to-month basis for a period not exceeding six (6) months, provided that the procedures for the treatment of irregular expenditure are complied with in terms of the National Treasury regulations and the Departmental SCM Policy and delegations.

38.2 Further extension of the contract, authority will be granted by Head of Department: Health, subject to the provisions of National Treasury regulations and instruction notes.

### **39. CESSION OF CONTRACT**

39.1 The Contract will be personal to the winning bidder, who shall not sub-let, assign, cede or make over the Contract or any part thereof, or any share of interest therein, to any other person without the written consent of the Department, and on such conditions as it may approve.

39.2 This sub-clause shall not apply to sub-contracts given to regular suppliers of winning bidder for materials and minor components relating to the services supplied. The Department reserves the right to require winning bidder to submit, for noting, the names of such sub-contractors to ascertain their registration on the Central Suppliers Database and they must be legal entities.

### **40. CONTRACT AMENDMENTS / VARIATIONS**

40.1 In amplification of paragraph 18 of the GCC, any amendments/variations, of the Contract shall come into effect in terms of the conditions contained in on “**Contract Amendments/Variations Register**”. This register must be signed by the duly authorised signatories of winning bidder and the Head of Department: Health or his/her delegated official.

40.2 Contracted winning bidder shall not, in performing its obligation, vary from the terms and conditions stated in this Contract whether by way of addition thereto or by way of omission therefrom, without the prior written consent from the Department (Accounting Officer/delegated official), and no claim on the part of winning bidder for any extra payments on the grounds of any alterations or extra work will be entertained.

40.3 If, after the commencement of the contract, the cost or duration of the services is altered as a result of changes in, or in additions to, any statute, regulation or by-law, or the requirements of any authority having jurisdiction over any matter in respect of the contract, then the contract price and time for

completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 days of first having become aware of the change, winning bidder shall furnish the Department with a detailed justification for the adjustment to the contract price.

#### **41. INTELLECTUAL PROPERTY**

41.1 In amplification of paragraph 6 of the GCC, the intellectual property discovered or created as the direct or indirect result of this contract shall remain the property of the Department.

#### **42. INSOLVENCY**

42.1 In the event to winning bidder institutes insolvency proceedings or has insolvency proceedings involuntarily instituted against it, the Department may terminate this Contract immediately.

42.2. In the event of assets and monies issued to winning bidder in terms of this Contract, such assets and monies shall be excluded from the estate of winning bidder and shall be returned immediately upon clause 40.1 coming into effect.

#### **43. DISPUTE RESOLUTION**

43.1 If any dispute arises between the Department and Contractor, in connection with the Specification and deliverables, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

#### 44. DOMICILLIA CITANDI ET EXECUTANDI

For the purpose of this contract, the parties choose their respective domicilia citandi et executandi as follows :

##### The Department Physical and Postal Address

Department Name	The KwaZulu-Natal Department of Health
Physical Address	Natalia Building, 330 Langalibalele Street, Pietermaritzburg, 3201
Postal Address:	Private Bag X9051, Pietermaritzburg, 3200
Telephone numbers	033 – 395 2111
Telefax:	Nil

##### The Contractor or Bidder Physical and Postal Address:

Bidder/ Contractor Name	
Physical Address	
Postal Address:	
Telephone numbers	
Telefax:	
Email Address	

- 44.1 The parties hereby choose domicilium citandi et executandi for all notices and processes to be given and served in pursuance hereof at their respective addresses given on the first page of this Contract. Any notice of any change in such address shall be given in writing by the parties concerned and delivered by hand or sent by registered mail to the other party, upon notification of which address so notified shall serve as the new citandi et executandi.
- 44.2 A party may at any time change that party's domicilium by notice in writing, provided that the new domicilium is in the Republic of South Africa and consists of, or includes, a physical address at which the process can be served.
- 44.3 Any notice to a party:
- 44.4 Sent by prepaid registered post in a correctly addressed envelope, to it, shall be deemed to have been received on the 7<sup>th</sup> (seventh) day after posting unless the contrary is proved);
- 44.5. Delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicilium, shall be deemed to have been received on the day of delivery; or
- 44.6 Sent by telefax or email to its chosen telefax or email number, shall be deemed to have been received on the date of dispatch (unless the contrary is proved).

#### 45. PERIOD OF CONTRACT

- 45.1 36 months contract



## SECTION K: SPECIFICATION

### SPECIFICATION FOR KZN HEALTH DEPARTMENT TELEPHONY SYSTEMS

#### TERMS OF REFERENCE (TOR)

##### 1. PURPOSE OF THE BID

The purpose of this request for bids is to appoint a suitably competent service provider to source, implement an integrated telecommunications solution that runs an effective business Telephony System over a business Wide Area Network (WAN). An SLA driven maintenance and support is required for the integrated telecommunications solution for a period of thirty-six months (3 years).

##### 2. SCOPE OF WORK

This scope of this Bid is a Cloud Hosted PABX digital phone system (VoIP) that is underpinned by an integrated ICT Network that enables the Department to make calls over the internet, across all outlined business sites, inclusive of the Head Office.

##### 3. BACKGROUND

The KwaZulu-Natal (KZN) Department of Health currently has an estimate of 1,110 sites including its Head Office. KZN Health has mostly a decentralized service to health facilities i.e. Offices, Satellite Offices, Hospitals, Community Health Centres (CHCs), Clinics, EMS offices, College of Nursing offices, administration offices, and Mobile Campus Points e.g. mobile Satellite Office, etc.

The Department requires effective communication across all of its offices.

The rollout structure and the model of this project will be determined by the department which it can be affected by number of factors i.e. Budget availability and Priorities.

##### 4. BUSINESS REQUIREMENT

The Department requires reliable Telephony System, provisioned from an integrated ICT network platform that offers a converged communications architecture (information sharing (data, voice and video), connecting all sites including head office.

- 4.1. The preferred telephony system will be characterized by cloud hosted PABX with fully redundancy.
- 4.2. The underlying ICT network platform must allow each Local Area Network (LAN) site to be connected directly into the Service Provider's proposed Wide Area Network (WAN) Telecommunications Network and deliver services to respective Departmental LAN branches. Recommended network infrastructure
- 4.3. Effectively, the Department requires a Software-defined Wide Area Network (SD-WAN) architecture that allows it to leverage combinations of information / data transport services - including, LTE and broadband internet services, to securely connect its ICT end-users and Telephone System:
- 4.4. Customized bandwidth and connectivity to meet the needs of specific network services, locations, or ICT end-users,
- 4.5. Centrally defined and managed network policies and network traffic without requiring manual configuration at each of the network devices.

## 5. SINGLE-OEM NETWORK ARCHITECTURAL DESIGN

- 5.1 It is mandatory that each bidder must propose a single OEM architectural design, inclusive of network infrastructure, that ensures seamless integration and functionality of all configurable network equipment.
- 5.2 The SD-WAN architecture must provide for a consolidated internet access into a central location. Centralizing internet connectivity will enable the Department to have greater control of its security policy as it can be administered easily and effectively, of which the current network infrastructure does not support.
- 5.3 It is therefore why the Department has decided to put together the converged strategy and rollout the appropriate systems and technology.
- 5.4 A comprehensive list of all the Department's offices and institutions (Offices, CHCs, Satellite Offices and Administration offices) is appended hereto in the form of "Annexure A". Addresses of some of the Department's facilities may amend. The Department will notify the service provider of any changes in address (es).
- 5.5 A detailed bill of materials (BoM) for network infrastructure is appended hereto, to enable bidders to outline unit prices i.e. for each of the network infrastructure items.
- 5.6 Wireless LAN Architecture Design
  - 5.6.1. As far as possible, the network access layer architectural design must cater for wireless End-user connectivity i.e. in certain areas within the departmental facilities all End-user devices should as far as possible be able to connect wirelessly to individual LANs (Wi-Fi).
- 5.7 High-level Functionality Requirement
  - 5.7.1. Provision, support, maintenance and management of Internet services and voice with high availability and failover to achieve redundancy.
  - 5.7.2. Provision, support, maintenance, and management of SDWAN services solution with high availability and failover to achieve redundancy.
  - 5.7.3. Provide Network reports and alerts as per the Department requirements.
  - 5.7.4. Bidders must respond in the following manner:
    - 5.7.4.1. Demonstrate compliance with the Department's requirements,
    - 5.7.4.2. Demonstrate a sound architectural solution design,
    - 5.7.4.3. Demonstrate a sound delivery track record with respect to the proposed solution,
    - 5.7.4.4. Demonstrate a sound capability to supply, deploy and support the proposed solution.
- 5.8. General assumptions for Telephony Services:
  - 5.8.1. Estimated total of 1,110 sites,
  - 5.8.2. Estimated of 60 Directors / CEOs / District Directors,
  - 5.8.3. Estimated of 1,500 switchboard operators,
  - 5.8.4. Estimated of 30,000 extensions,
  - 5.8.5. Estimated of 40 Executive phone end-users,
  - 5.8.6. Estimated of 28,350 standard end-users,
  - 5.8.7. Estimated of 125 Boardrooms (H/O 3, Admin Offices 20, Hospitals 73, CHCs 22, Clinics 700),
  - 5.8.8. Handset and any required equipment must be provided and costed on monthly rental (OPEX model),
  - 5.8.9. It is assumed POE enabled LAN network points are existing at each phone location. In cases where the infrastructure is not fit for purpose, the service provider is requested to quote for ensuring the fitness; accordingly, and
  - 5.8.10. Infrastructure requirements will be LAN point and Access Switch (LAN cable will be costed per meter and 8/24/48-port POE Switch will be costed / Department specification will be used in such cases). Annexure "8/24/48- Port POE Switch Specification".

## 6. TECHNICAL REQUIREMENTS

The provision, installation configuration of Software-defined Wide Area Network (SD-WAN) architecture that allows it to leverage combinations of information / data transport services - including, LTE and broadband internet services, to securely connect its ICT End-users to applications.

The minimum specifications for the provision of SD-WAN, and Voice SIP-based Internet service solution at Head Office and all other sites are as follows:

### 6.7. SD-WAN

Predominantly provided by Service Provider's own network service platform, but can also work with network partners to extend reach, (more than 70% of own infrastructure is preferred). The percentage is on the provided list:

- 6.7.1. Carrier grade voice quality (over SDWAN),
- 6.7.2. Voice experience, established voice network - Points of Interconnect with all major Voice Providers,
- 6.7.3. Platform allows registration over Internet/ SDWAN,
- 6.7.4. Connectivity Agnostic - LTE, Broadband Fibre/Microwave, Dedicated Fibre,
- 6.7.5. Diverse access technologies that include APN, Mobile, LTE, Fibre, Microwave, Satellite Broadband and 5G readiness,
- 6.7.6. Internet Access must direct link into voice platform, must not traverse internet,
- 6.7.7. Flexible SDWAN that can add/drop sites, QoS enabled,
- 6.7.8. Scalable SDWAN that can support soft bandwidth upgrades,
- 6.7.9. SDWAN has inherent security features,
- 6.7.10. Minimum SLA expectations 98.5% for Single link,
- 6.7.11. Established support centre offering 24/7/365 Network Management,
- 6.7.12. Established, Redundant core network,
- 6.7.13. Support third party connections when required with no additional cost.

### 6.8. PBX & TELEPHONY

- 6.8.1. ICASA Governance / Compliance, in terms of Spoofing
- 6.8.2. Provide free VoIP Calls
- 6.8.3. PBX must be hosted in Data Centres located in major towns within South Africa (i.e. JHB, CT, Durban), preferable Durban
- 6.8.4. The platform must offer redundancy
- 6.8.5. Equipment offers must be from reputable brands e.g. Polycom, SNOM, Yealink, Cisco, Huawei, etc. to enable local support contacts
- 6.8.6. Three rank Offerings from Basic, Mid-Range, High End Equipment
- 6.8.7. Offering on Boardroom devices
- 6.8.8. 24/7/365 Support
- 6.8.9. Voice-recording features
- 6.8.10. TMS Features
- 6.8.11. Allow for BYOD devices
- 6.8.12. Offer LAN readiness service once off service to needy extensions
- 6.8.13. Provision of a hosted PBX solution for all end-users located at the service provider hosting centre
- 6.8.14. The Head Office must be connected to the hosted PBX via a Fibre and must include a Failover. Please provide options for a failover solution
- 6.8.15. Each site/office must have a direct connection and dedicated VLAN to the hosted PBX to ensure quality of service for voice calls

- 6.8.16. The existing telephone lines must be ported to the new service provider.
- 6.8.17. An uncapped voice service must be provided for each site on own network (i.e. local, national and South African mobile calls will be at no cost). Only international calls will incur the appropriate cost
- 6.8.18. The switchboard will be decentralized at estimated 1500 Office to screen and transfer calls to the Department or internal End-user (within the Department) at no cost i.e. all inter-Departmental internal calls must be at zero cost
- 6.8.19. A hosted voice recorder is required for Emergency services, Call Centres where they required and for several designated extensions
- 6.8.20. All End-users using fixed desk phones will equipped with a Gigabit IP telephone
- 6.8.21. A softphone application must be provided for all End-users that require mobility when away from the office (using the departmental cell phones, provided for in another project)
- 6.8.22. Outgoing calls from this device should be made for business purposes using uncapped VoIP provided by the hosted PBX service
- 6.8.23. A self-care administration portal must be made available to manage telephone End-users and PBX functions if required
- 6.8.24. PABX is to provide typical business grade functionality and should at minimum provide the following features:
  - 6.8.24.1. Ad hoc call recording
  - 6.8.24.2. Ad hoc video conferencing
  - 6.8.24.3. Announced transfer
  - 6.8.24.4. Auto (Day/Night) services
  - 6.8.24.5. Automated attendants
  - 6.8.24.6. Bespoke MoH (Music on Hold)
  - 6.8.24.7. BLF's (Busy lamp fields)
  - 6.8.24.8. Blind transfer
  - 6.8.24.9. Call barring
  - 6.8.24.10. Call pick up groups
  - 6.8.24.11. Call forking / mobile twinning
  - 6.8.24.12. Call recording
  - 6.8.24.13. Call waiting
  - 6.8.24.14. Incoming CLI (Caller Line Identification) call screening
  - 6.8.24.15. CDR's (Call Data Records)
  - 6.8.24.16. Common address book
  - 6.8.24.17. Dial by name
  - 6.8.24.18. Distinctive ring
  - 6.8.24.19. Divert all calls
  - 6.8.24.20. Divert on Busy
  - 6.8.24.21. Divert on No Answer
  - 6.8.24.22. DND (Do not disturb)
  - 6.8.24.23. Fax (Inbound) (Fax to email)
  - 6.8.24.24. Fax (Outbound)
  - 6.8.24.25. Voicemail to Email
  - 6.8.24.26. Group voicemail to e-mail
  - 6.8.24.27. Hunt groups / overflow groups
  - 6.8.24.28. Inbound DDI's (Direct Dialling Inward)
  - 6.8.24.29. Service assurance: fault and performance management (Include event management, event normalisation, root-cause analysis, service-impact analysis, and more)

- 6.8.24.30. Voice and video: employees can communicate with sophisticated voice services based on VoIP, collaborate with video calling and conference capabilities, all delivered from the cloud
- 6.8.24.31. Voicemail and integrated messaging: deliver voicemail and integrated messaging from an IP phone, mobile phone, or desktop
- 6.8.24.32. Integrated Messaging (IM) and presence: find people quickly, click to begin an IM session, place a phone call
- 6.8.24.33. Mobility: give End-users one number to dial, redirect incoming IP calls, move calls between desktop and mobile, and use conferencing and directories from a End-user's mobile device
- 6.8.24.34. Web conferencing: manage meetings and projects over the web in real time to present, share, or collaborate from anywhere, anytime, and on any device
- 6.8.24.35. Intercom ring / paging
- 6.8.24.36. Multiple voicemail greetings
- 6.8.24.37. Outbound CLI (Caller Line Identification)
- 6.8.24.38. PIN code dialling
- 6.8.24.39. Auto provisioning
- 6.8.24.40. Remote voicemail retrieval
- 6.8.24.41. Speed dials
- 6.8.24.42. Time of day call routing
- 6.8.24.43. Transfer to voicemail
- 6.8.24.44. Web end-user admin interface, and
- 6.8.24.45. Web end-user Interface.

## **6.9. Leased lines contract**

Upon the award of this bid, a Service Level Agreement (SLA) will be entered into between the Department and the successful bidder. The following are to be provided by the service provider:

- 6.9.1. Bid pricing for the comprehensive service must include all professional services e.g. project management, setup, configure, installation, cut over and commissioning.
- 6.9.2. Dedicated Internet Access - 200mb local access and international access,
- 6.9.3. Class C Address Block of public addresses -/27 for Corporate Internet Access,
- 6.9.4. Support and Reporting services for Internet Connectivity and Network services,
- 6.9.5. Public Domain Name services (DNS),
- 6.9.6. Public IP addresses,
- 6.9.7. Wireless fail over at HEAD OFFICE using VLAN (capacity will be decided during the implementation stages),
- 6.9.8. If dedicated links fail (to be controlled by the firewall (embedded on a router) and internal core switch),
- 6.9.9. Make provision for Public Wi-Fi in all Campus facilities (Offices, Hospitals, CHCs and Satellite Offices) and head once.

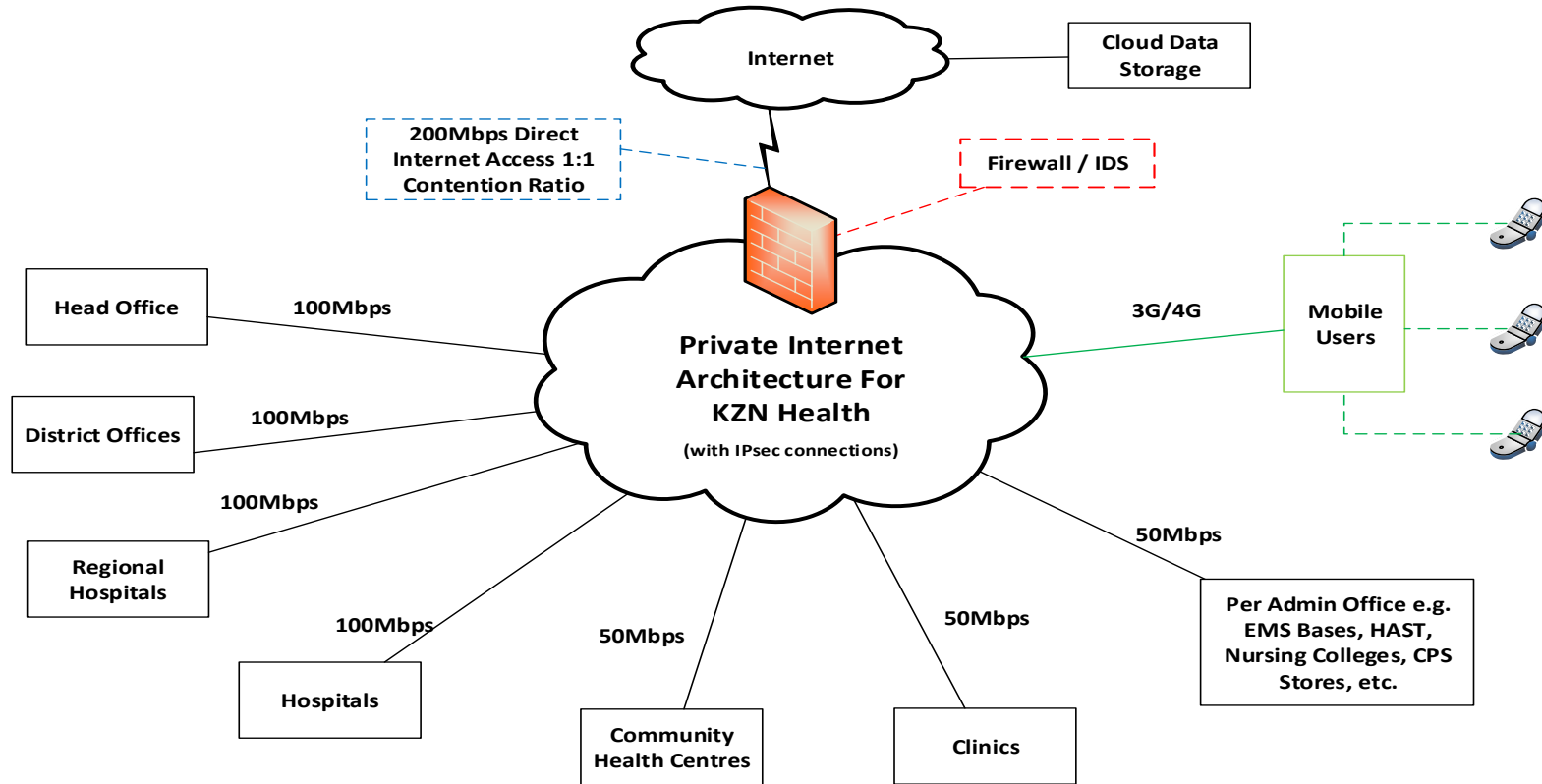
## **6.10. Service Provision**

- 6.10.1. The appointed bidder must provide all internet connectivity (ISP), and Network services.
- 6.10.2. The appointed bidder must plan and design the integrated telecommunications solution (SD-WAN and VoIP) in a way that will minimize impact on the Department End-use base and deliver a "best practice" environment.
- 6.10.3. The appointed bidder must provide a contiguous block of public IP addresses if required,
- 6.10.4. The appointed bidder must provide public DNS services for DEPARTMENT.gov.za

- 6.10.5. Class C IP block (/27)
- 6.10.6. The appointed bidder will provide knowledge transfer and training for technical and support staff
- 6.10.7. The appointed bidder must plan and deliver business change delivery process that will minimize the business change impact whilst delivering the Internet Connectivity and Network Solution.
- 6.10.8. The appointed bidder must provide technical support.
- 6.10.9. Installation and Configuration of the Internet Connectivity and Network services would be performed by the appointed bidder.
- 6.10.10. The new Internet environment must be centrally hosted, monitored and controlled and must provide high availability and failover capabilities:

SITE NAME	BANDWIDTH	SLA
Head Office	1GBPS	98.5%
Regional / Tertiary Offices	100Mbps	98.5%
Hospitals / District Offices / Offices	100Mbps	98.5%
CHC / College of Nursing / Admin Offices / College campus and Sub Campus etc.	50Mbps	98.5%
Satellite Offices / EMS/Clinics	50Mbps	98.5%
	1000Mbps breakout	1:1
	500Mbps breakout	1:1
Dedicated Internet	100Mbps for HO	1:1
	100Mbps Regional Offices	1:1
	50Mbps for the Satellite Offices	1:1
	50Mbps for the school of Campus	1:1

# KZN Health – Private Internet Architecture



## **7. MANDATORY TECHNICAL COMPLIANCE**

The Department requires a professional service that is align to industry best practice for deploying and operating VoIP technologies and ICT Networks. Therefore, as a minimum, bidders must comply to, and provide proof to the following requirements:

### **7.7. Communications Regulatory**

7.7.1 Bidders must provide both an ICASA ECNS and ECS Licence (Individual) (Network Infrastructure and Services).

### **7.8. International Standards**

7.8.1 Bidders must provide an ISO ISO/IEC 27001 Certificate for information security management systems (ISMS).

### **7.9. OEM Accreditations**

7.9.1. OEM partnership status and level of partnership,

7.9.2. OEM authorization letter that indicated the bidders is accredited / authorised / certified to design and deploy support SD-WAN technology,

7.9.3. OEM authorization letter that indicated the bidders is accredited / authorised / certified to design and deploy support VoIP technology.

### **7.10. Resources (professional services)**

7.10.1. Bidders must provide 3 CVs with relevant certifications for SD-WAN deployments and also VoIP / PBX deployments

### **7.11. Professional Affiliations**

7.11.1. Bidders must provide membership for ISPA (Internet Service Providers' Association)

### **7.12. Technical Support & Competence**

Bidders must supply references where the similar solution has been deployed successfully including the following information:

7.12.1. Number and size of client base (500 users),

7.12.2. Services procured by the customers,

7.12.3. Provide reference sites, in South Africa, with contact details.

7.12.4. Demonstrate how you would support this implementation and migration to give the Department a peace of mind and confidence in your services and ability to deliver on your proposed solution,

7.12.5. Provide evidence of Network and Telephony Support resources locally based in KZN.

### **7.13. PROFESSIONAL SERVICES**

#### **Bidders must:**

7.13.1. Indicate professional service capacity to design, configure and install the solution to industry best practices (i.e. supply certification of the engineers/technicians),

7.13.2. Demonstrate ability to deliver a breadth of professional services, including implementation and design, maintenance, security, managed services, and consultation,

7.13.3. Demonstrate a proven project & support methodology,

7.13.4. Provide a project plan template for deployment of SD-WAN VoIP,

7.13.5. Specify your capabilities around the technologies relevant to your solution,

7.13.6. Specify what technical documentation and training material will be provided,

7.13.7. Specify the project controls that will be placed,

7.13.8. Specify how change management will be delivered.



## **8. RESPONSE AND RETURNABLE FUNCTIONALITY REQUIREMENTS**

Kindly provide the following together with your response in a proposal format:

- 8.1. Service Level Agreement template to be provided to the Department with the least response time of 30min and resolution time of 4 hours to address network, internet, PBX and VoIP infrastructure downtime by the bidder,
- 8.2. Reverse billing pricing structure for failing to adhere to SLA,
- 8.3. Call Logging facility and procedure supported by a 24/7/365 support centre (NOC),
- 8.4. Service provider must provide sample reports, screenshots, call-logging procedures or any form of evidence to support current ability to meet such requirements,
- 8.5. Reporting methods and facilities available to generate own reports,
- 8.6. Risk mitigation strategy should your solution not be up and running by then,
- 8.7. Pricing review policy,
- 8.8. VoIP rates table,
- 8.9. Indicate if there is reporting on the Dedicated Internet Access service and how Department would be able to get access to these reports,
- 8.10. Include a Project Implementation plan and timelines as part of your response,
- 8.11. Timelines and deliverables within the scope of work on how to take over the current services from the current service provider with minimum interruptions of the Department 's operations
- 8.12. A detailed work plan with activities,
- 8.13. An option to Separate Internet Traffic from other traffic across the 100MB Internet Link,
- 8.14. Service provider must provide a detailed QoS proposal plan, which includes but is not limited to distribution of bandwidth voice, data, video, network traffic management approach,
- 8.15. Bidders should have a minimum of ten (10) years' experience in Internet, VoIP & Networking service provisioning, indicated in the business profile (e.g. Active and non-active clients) not more than two pages,
- 8.16. Letter in a company's letter head confirming existence of the NOC (site assessment is compulsory),
- 8.17. Proof of address (lease agreement, municipal bill) containing bidder's local KZN province-based support centres,
- 8.18. Undertaking of back to back SLA with OEM on company's letter head, and
- 8.19. A valid ICASA Certificate OR proof of valid membership of the Internet service Provider Association of South Africa (SERVICE PROVIDER A), which must be in good standing.

## **9. POST IMPLEMENTATION SUPPORT REQUIREMENTS**

To ensure the solution is stable and adequately supported post the completion the Project Implementation, a support contract shall be included. The support and maintenance must include:

- 9.1. 24/7/365 service Desk for single point of contact and escalations,
- 9.2. Support team and management must be available locally in KZN,
- 9.3. Provisioning of 2nd and 3rd level technical system support.

## **10. HARDWARE REQUIREMENTS**

- 10.1. The Department needs to fully understand the requirements for the proposed solution. Specify all hardware required for your solution. Kindly provide a diagram of your proposed solution.

## **11. PRICING**

An approach of itemised pricing of ICT infrastructure and professional services is used for this Bid. The size / magnitude of the KZN Health ICT Network (estimated at 1110 sites) does not allow for detailed designs of each site LAN, therefore the approach of itemised costing for each of the required Network / VoIP infrastructure.

All pricing to be given in South African currency (rands and cents). Indicate if prices are linked to the Rand/Dollar or Rand/Euro exchange rates.

A Bill of Materials (BoM) is provided (in different Annexures) for pricing of both the Project Implementation as well as the Support & Maintenance.

### **11.1. Project Implementation**

Implementation and commissioning of the integrated telecommunications solution (SD-WAN, PBX and VoIP) will be for a period of six (6) months. A detailed Bill of Materials (BoM) is provided in Annexure B for scope and pricing for both "Project Implementation" and "Support & Maintenance"

11.1.1. The Project Implementation must be costed as once-off cost.

11.1.2. Support & Maintenance must be costed separately for recurring professional service costs, for a maximum period of 36 months.

### **11.2. Support & Maintenance**

The maintenance and support (service delivery) of the integrated telecommunications solution (SD-WAN, BPX and VoIP infrastructure) shall be for the period of thirty-six (36) months:

11.2.1. Upon the award of this bid, a Service Level Agreement (SLA) will be entered into between the Department and the successful bidder which will include the recurring costs associated with Support & Maintenance,

11.2.2. The recurring Support & Maintenance rates specified in the costing proposal will be used in the SLA / Contract, the amounts will be valid for a maximum period of 36 months.

### 11.3. ANNEXURE A FACILITY TYPES

KZN Health Site list and location	
Facility Types	Number of facilities
1. District Hospital	47
2. Regional Hospital	13
3. Tertiary Hospital	3
4. Specialized TB hospital	7
5. Specialized Psych hospital	6
6. Chronic Hospital	2
7. Provincial Clinics	586
8. CHCs	22
9. Mobile Clinics	170
10. Mortuaries	38
11. District Offices	11
12. School of nursing	12
13. EMS base	75
14. Head Office1 (Natalia, Old Boys and Townhill office park)	1

#### 11.4. ANNEXURE B: VOICE OVER INTERNET PROTOCOL (VOIP/CLOUD PBX)

ITEMS
1. Hosted PABX capacity to handle (fixed lines 30 000 for landlines and 10 000 mobile devices / extensions and Mobile clinics 170
2. Uncapped voice plan for all offices
3. Telephoned Handset (Executive phone users) / Cost per Item, Including the software license Ref: High-Range Specification
4. Telephone Handset (Directors / CEOs / District Directors) / Cost per Item, Including the software license Ref: Mid-Range Specification
5. Telephone handset (standard users) / Cost per Item, Including the software license Ref: Low-Range Specification
6. Boardrooms for (H/O , Admin Offices , Hospitals, CHC), Including the software license Ref: Teams Conference Handset for Boardroom Specification
<b>7. KZN Health Department reserve the right to the implementation prioritisation, which mostly will be influenced by budget limitation factors of the department and other existing contractual arrangements.</b>

**ANNEXURE C = LAN Infrastructure**

CATEGORY	NETWORK ITEM	DESCRIPTION
Core switches		Core switches (4 slots)
Core switches		Alternative for smaller campuses
Aggregation layer switches	POE	Aggregation layer switches (24 port)
Aggregation layer switches	POE	Aggregation layer switches (48 port)
Access layer switches		Access layer switches (24 port PoE)
Access layer switches		Access layer switches (48 port PoE)
Transceiver		40Gb Optics (QSFPs)
Transceiver	10GBase SM SFP+ Transceiver	10Gb Optics (SFP)
Single Mode Fiber	Single Mode Fiber 32 Core Length	40G Single mode from aggregation to access - longer distances
Single Mode Fiber	Single Mode Fiber 24 Core Length	40G Single mode from aggregation to access - longer distances
Single Mode Fiber	Single Mode Fiber 16 Core Length	40G Single mode from aggregation to access - longer distances
Single Mode Fiber	Single Mode Fiber 12 Core Length	40G Single mode from aggregation to access - longer distances
Single Mode Fiber	Single Mode Fiber 8 Core Length	40G Single mode from aggregation to access - longer distances
Single Mode Fiber	Single Mode Fiber 4 Core Length	40G Single mode from aggregation to access - longer distances
	Single Mode Fiber Cores (preferably OS2)	40G Single mode from aggregation to access - longer distances
Multi-Mode Fiber	Multi-Mode Fiber 32 Core Length	
Multi-Mode Fiber	Multi-Mode Fiber 24 Core Length	
Multi-Mode Fiber	Multi-Mode Fiber 16 Core Length	

<b>Multi-Mode Fiber</b>	Multi-Mode Fiber 12 Core Length	
<b>Multi-Mode Fiber</b>	Multi-Mode Fiber 8 Core Length	
<b>Multi-Mode Fiber</b>	Multi-Mode Fiber 4 Core Length	
<b>Multi-Mode Fiber</b>	Multimode Fiber Cores (preferably OM4)	From aggregation to access
<b>Multi-Mode Fiber</b>	Total MM Fiber Length Combined	
<b>Cat6 Copper Cable</b>	<b>Copper Cat6A</b> for WiFi APs	Number of network points for WiFi APs
<b>Cat6 Copper Cable</b>	Copper Cat6A for Offices	Number of network points for Normal Offices (Including legacy printers without WiFi)
<b>Cat6 Copper Cable</b>	Copper Cat6A 1m patch leads	
<b>Cat6 Copper Cable</b>	Copper Cat6A 2m patch leads	
<b>Cabinet</b>	New 8U Wall Mounted <b>Cabinet</b> (minimum depth 420mm)	
<b>Cabinet</b>	New 12U Wall Mounted Cabinet (minimum depth 420mm)	
<b>Cabinet</b>	New 48U Stand Alone Rack (minimum depth 420mm)	

## 11.5. ANNEXURE D: ROUTERS SPECIFICATION

**Table 1 : Specifications of Entry Level Router**

No.	Description	Compliance (Y/N)	Comment
1.	The Router must provide CB/NRTL/GS Certificate and CE certificate		
2.	The Router must support non-blocking switching structure		
3.	The Router must support IPv6 Tunnel, ISATAP tunnel. 6 over 4 manual tunnel. Supports IPv4 address-compatible automatic tunnel. 6 over 4 GRE tunnel.		
4.	WAN with service performance (IMIX) ≥2Gbps IPSec Performance (IMIX)≥2Gbps		
5.	WAN interfaces ≥2*GE LAN interfaces ≥8*GE RJ45 Support LTE Interface card 1 x USB		
6.	Support RIPv1/v2, RIPng, OSPFv2, OSPFv3,ISIS, ISISv6,BGP4, BGP4+,MBGP. Support Smart Policy Route. Support IPv4 LDP and LDP FRR.		
7.	Support NAT, NAT ALG. Support DNS Client, DNS proxy/relay, DDNS, DNS6 Client, DNS6 Proxy/Relay. Support IPv4 VRRP, VRRP6.		
8.	Support GRE, L2TP, IPSec VPN IPsec tunnels ≥2000		
9.	Support AC function without additional hardware .At least support to manage 8 APs.		
10.	Support packet filtering firewall, ASPF, Attack defense, Active/Standby firewall. Support Zone-based Stateful FW Support 802.1x & MAC authentication Support Web authentication, User access management. Support ARP packet suppression, ARP spoofing, DAI Broadcast suppression Support ICMP attack defense, uRPF, IPSG, Attach Source Track Support IPS, URL filtering & files Filtering		
11.	Support SD-WAN Features		
12.	The Router infrastructure must be from the leaders in the 2022 Gartner Magic Quadrant		

**Table 2 : Specifications of Middle Level Router**

No.	Description	Compliance (Y/N)	Comment
1.	The Router must provide CB/NRTL/GS Certificate and CE certificate		
2.	The Router must support non-blocking switching structure		
3.	The Router must support IPv6 Tunnel, ISATAP tunnel. 6 over 4 manual tunnel. Supports IPv4 address-compatible automatic tunnel. 6 over 4 GRE tunnel.		
4.	WAN with service performance (IMIX) ≥2Gbps IPSec Performance (IMIX) ≥2Gbps		
5.	WAN: 2 x GE RJ45 + 2 x GE SFP LAN: 2 x GE SFP + 3 x GE RJ45 (can be configured as WAN) Support 5G and LTE Interface card 4*SIC Slot 1 x USB		
6.	Operating Temperature: 0-45 °C Support 2*AC Power supply		
7.	Support RIPv1/v2, RIPng, OSPFv2, OSPFv3, ISIS, ISISv6, BGP4, BGP4+, MBGP. Support Smart Policy Route. Support IGMPv1/v2/v3, IGMP Proxy. Support PIM-DM, PIM-SM and PIM SSM. Support IPv4 LDP and LDP FRR.		
8.	Support NAT, NAT ALG. Support DNS Client, DNS proxy/relay, DDNS, DNS6 Client, DNS6 Proxy/Relay. Support IPv4 VRRP, VRRP6. Support NQA		
9.	Support IPv4 LDP and LDP FRR. Support Hub-Spoke VPN, HoVPN, Support MCE, Support manual VPN FRR and VPN Auto FRR. Support local CCC, SVC VLL, Martini VLL, and inter domain Martini VLL. Support MPLS TE.		
10.	Support GRE, L2TP, IPSec VPN IPsec tunnels ≥4000		
11.	Support AC function without additional hardware .At least support to manage 16 APs.		
12.	Support packet filtering firewall, ASPF, Attack defense, Active/Standby firewall. Support Zone-based Stateful FW Support 802.1x & MAC authentication Support Web authentication, User access management. Support ARP packet suppression, ARP spoofing, DAI, Broadcast suppression		
13.	Support SD-WAN Features		
14.	The Router infrastructure must be from the leaders in the 2022 Gartner Magic Quadrant		



**Table 3 : Specifications of High Level Router**

No.	Description	Compliance (Y/N)	Comment
1.	The Router must provide CB/NRTL/GS Certificate and CE certificate		
2.	The Router must support non-blocking switching structure		
3.	The Router must support IPv6 Tunnel, ISATAP tunnel. 6 over 4 manual tunnel. Supports IPv4 address-compatible automatic tunnel. 6 over 4 GRE tunnel.		
4.	WAN with service performance (IMIX) ≥12Gbps IPSec Performance (IMIX)≥7.5Gbps		
5.	WAN: 14 x 10 GE SFP+ (compatible with GE SFP) and 10 x GE RJ45 (all WAN ports can be configured as LAN) Support 5G and LTE Interface card 6*WSIC; 4*SIC 1 x USB		
6.	Operating Temperature: 0-45 °C Support 2*AC Power supply		
7.	Support RIPv1/v2, RIPng, OSPFv2, OSPFv3,ISIS, ISISv6,BGP4, BGP4+,MBGP. Support Smart Policy Route. Support IGMPv1/v2/v3, IGMP Proxy.		
8.	Support NAT, NAT ALG. Support DNS Client, DNS proxy/relay, DDNS, DNS6 Client, DNS6 Proxy/Relay. Support IPv4 VRRP, VRRP6. Support NQA		
9.	ISATAP tunnel. 6 over 4 manual tunnel. Supports IPv4 address-compatible automatic tunnel. 6 over 4 GRE tunnel.		
10.	Support IPv4 LDP and LDP FRR. Support Hub-Spoke VPN, HoVPN, Support MCE, Support manual VPN FRR and VPN Auto FRR. Support local CCC, SVC VLL, Martini VLL, and inter domain Martini VLL. Support MPLS TE.		
11.	Support GRE, L2TP, IPSec VPN IPsec tunnels ≥6000		
12.	Support AC function without additional hardware .At least support to manage 64 APs.		
13.	Support packet filtering firewall, ASPF, Attack defense, Active/Standby firewall. Support Zone-based Stateful FW Support 802.1x & MAC authentication Support Web authentication, User access management. Support ARP packet suppression, ARP spoofing, DAI, Broadcast suppression		

	Support ICMP attack defense, uRPF, IPSG, Attach Source Track Support IPS, URL filtering & files Filtering		
14.	Support SD-WAN Features		
15.	The Router infrastructure must be from the leaders in the 2022 Gartner Magic Quadrant		

## ANNEXURE D1: SWITCHES SPECIFICATION

**Table 1 : Specifications of 8 / 24 / 48 Ports PoE Access Switches**

ITEMS	Yes / No
The Switch infrastructure must be from the leaders in the 2022 Gartner Magic Quadrant	
The Access Switch must be covered by a 5-year warranty	
The switch should provide 8/24/48 ports downlink electrical ports for user access and 4*10GE uplink SFP+ ports, forwarding performance up to 75/96/132Mpps	
The switch should support AC power supply.	
The switch should support POE/POE+ Function (all downlink ports), up to 124/370W.	
The switch should have a USB 2.0 slot to load system images and set configurations.	
The switch should have IPv6 support in hardware, providing line-rate forwarding for IPv6 networks.	
The switch should have at least one dedicated 10/100/1000 Ethernet management port.	
The switch should be able to be managed, controlled and monitored via the Network Management System.	
The switch should support up to 32768 MAC address entries.	
The switch should support up to 4096 IPv4 routing entries.	
The switch should support a stack bandwidth of greater than 96 Gbps.	
The switch should support long-distance stacking to simplify networking and reduce investment.	
The switch should support up to 4094 VLAN IDs.	
The switch should support routing protocols Static routing, RIP, RIPng, OSPF, and OSPFv3.	
The switch should support 6 kV surge protection capability of Ethernet interface	
The switch should support standalone and cloud mode	

**ANNEXURE E: ACCESS POINT RANGES SPECIFICATION**

<b>Range</b>	<b>Range minimum Specification and features</b>
<b>Low-Range</b>	i. 6 spatial streams in standard configuration, possibility of scaling to 8 spatial streams through the RTU mode
	ii. Flexibility of switching to three-radio mode
	iii. Simultaneous working of minimum five radios,
	iv. capability of Internet of Things applications
<b>Mid-Range</b>	i. 10 spatial streams in standard configuration, which can easily scale to 12 spatial streams through the RTU mode
	ii. Capability of flexibly switching to three-radio mode (4+4+4) for high bandwidth and density
	iii. Minimum of two built-in Internet of Things slots and USB-port Internet of Things expansion
<b>High-Range</b>	i. Min of 16 spatial streams and up to 10.75 GBPS rate
	ii. Software-defined radio (SDR): flexible switching between two-radio and three-radio modes to accommodate high bandwidth and density
	iii. Lossless Roaming, and co-scheduling through uplink and downlink OFDMA and MUMIMO, latency-sensitive applications such as VR and 4K video in multi-user high-density access scenarios

## **ANNEXURE F: TELEPHONE SPECIFICATION**

### **ANNEXURE F1: ENTRY LEVEL TELEPHONE SPECIFICATION**

#### **1. Audio Features**

- 1.1 HD voice: HD handset, HD speaker
- 1.2 Hearing aid compatible (HAC) handset, magnet handset
- 1.3 Noise Proof Technology
- 1.4 Audio codec: SILK, Opus, G.722, G.722.1, G.722.1C, G.711 (A $\mu$ ), G.723, G.726, G.729AB, iLBC
- 1.5 Full-duplex hands-free speakerphone with AEC, VAD, CNG, AEC, PLC, AJB, AGC

#### **2. Phone Features**

- 2.1 Call controls
- 2.2 Call hold/Call mute/Call transfer/Call forward
- 2.3 Visual voicemail
- 2.4 Synchronized call logs
- 2.5 Meeting call controls: (Mute/unmute/hold/resume/ Hang up/Add/remove participant/Join Skype for Business meetings
- 2.6 Phone lock/unlock
- 2.7 Emergency calls
- 2.8 Hot desking
- 2.9 Accessibility
- 2.10 Screensaver, Power saving
- 2.11 Common Area Phone (CAP)
- 2.12 Teams & SIP Hybrid mode (Teams version only)

#### **3. Display and Indicator**

- 3.1 LCD screen:
  - 3.1.1 Capacitive touch screen
  - 3.1.2 Stand
  - 3.1.3 Multi-touch surface
- 3.2 Multi-language user interface
- 3.3 Full keyboard
- 3.4 LED for call and message waiting indication
- 3.5 Dedicated Teams button
- 3.6 Presence integration

#### **4. Interface**

- 4.1 Dual-port Gigabit Ethernet
- 4.2 Power over Ethernet (IEEE 802.3af), class 3
- 4.3 1 x USB Type A port
  - 4.3.1 USB headsets
  - 4.3.2 Bluetooth headset (Only with Dongle)
  - 4.3.3 Wi-Fi (Only with Dongle)
- 4.4 1 x Security lock port
- 4.5 1 x RJ9 (4P4C) handset port
- 4.6 1 x RJ9 (4P4C) headset port

#### **5. Management**

- 5.1 Configuration: Browser/Phone/Auto Provisioning and Device Management Platform
- 5.2 Provisioning priority management
- 5.3 Auto Provisioning via Activation Code
- 5.4 Redirection and Provisioning Service (RPS)

- 5.5 QoE (Monitoring Reports)
- 5.6 Reset to factory, reboot
- 5.7 Package tracing export, system log
- 5.8 Screenshot via URL
- 5.9 Supports Microsoft Device Management Platform
- 5.10 Supports Device Management Platform
- 5.11 Supports Unify Square Device Management Platform

## **6. Network and Security**

- 6.1 IPv4/IPv6
- 6.2 IP Assignment: Static/DHCP
- 6.3 Proxy mode
- 6.4 HTTP/HTTPS web server
- 6.5 Time and date synchronization using SNTP
- 6.6 Transport Layer Security (TLS)
- 6.7 HTTPS certificate manager
- 6.8 Digest authentication using MD5/MD5-sess
- 6.9 IEEE802.1X

## **7. Other Physical Features**

- 7.1 External AC adapter: AC 100~240V input and DC 5V/2A output
- 7.2 USB output currency: 5V 500mA
- 7.3 Power consumption (PSU): 1.7w~5.3w
- 7.4 Power consumption (PoE): 2.3W~6.8W
- 7.5 Dimension (W\*D\*H\*T): 223mm\*159mm\*127mm\*36mm
- 7.6 Operating humidity: 10~95%
- 7.7 Operating temperature: -10~50°C (+14~122°F)

## **ANNEXURE F2: MID-RANGE TELEPHONE SPECIFICATION**

### **1. Audio Features**

- 1.1 HD voice: HD handset, HD speaker
- 1.2 Hearing aid compatible (HAC) handset, magnet handset
- 1.3 Noise Proof Technology
- 1.4 Full-duplex hands-free speakerphone with AEC

### **2. Call Handling Features**

- 2.1 Incoming/Outgoing P2P call
- 2.2 Cloud PSTN call
- 2.3 Call hold/Call mute/Call transfer/Call forward
- 2.4 Group SimRing
- 2.5 Synchronized call logs
- 2.6 Visual voicemail

### **3. Conference Features**

- 3.1 Exchange calendar integration
- 3.2 Meeting call controls (Mute/unmute, hold/resume, hang up, add/remove participant)
- 3.3 Meeting details
- 3.4 Schedule Teams meetings
- 3.5 Join Teams / Skype for Business meetings

### **4. Presence and Contacts**

- 4.1 Presence integration, presence status control (available, busy, DND, be right back, off work, away, reset status)
- 4.2 Set status message
- 4.3 Corporate directory access
- 4.4 Contact picture integration

### **5. Phone Features**

- 5.1 Sign in with user credentials
- 5.2 Sign in via website
- 5.3 Dark theme
- 5.4 Time display
- 5.5 Phone lock/unlock
- 5.6 Emergency calls
- 5.7 Hot desking
- 5.8 Accessibility
- 5.9 Screensaver
- 5.10 Power saving
- 5.11 Dedicated Teams button
- 5.12 Wi-Fi connectivity
- 5.13 Supports Bluetooth headsets
- 5.14 Supports USB headsets

## **6. Display and Indicator**

- 6.1 capacitive touch screen
- 6.2 multi-touch surface
- 6.3 Multilingual user interface
- 6.4 Modern Teams interface, full keyboard
- 6.5 LED for call and message waiting indication Interface
- 6.6 Dual-port Gigabit Ethernet
- 6.7 Power over Ethernet (IEEE 802.3af), class 3
- 6.8 Built-in dual band 2.4G/5G Wi-Fi
- 6.9 Built-in Bluetooth
- 6.10 1 x USB Type A port
- 6.11 1 x Security lock port
- 6.12 1 x RJ9 (4P4C) handset port
- 6.13 1 x RJ9 (4P4C) headset port

## **7. Management**

- 7.1 Configuration: Browser/Phone/Auto Provisioning and Device Management Platform
- 7.2 Provisioning priority management
- 7.3 Auto Provisioning via Activation Code
- 7.4 Redirection and Provisioning Service (RPS)
- 7.5 QoE (Monitoring Reports)
- 7.6 Reset to factory, reboot
- 7.7 Package tracing export, system log
- 7.8 Screenshot via URL
- 7.9 Supports Microsoft Device Management Platform
- 7.10 Provision for Device Management Platform
- 7.11 Supports Unify Square Device Management Platform

## **8. Network and Security**

- 8.1 IPv4/IPv6
- 8.2 IP Assignment: Static/DHCP
- 8.3 HTTP/HTTPS web server
- 8.4 Time and date synchronization using SNTP
- 8.5 Transport Layer Security (TLS)
- 8.6 HTTPS certificate manager
- 8.7 Digest authentication using MD5/MD5-sess
- 8.8 IEEE802.1X

## **9. Other Physical Features**

- 9.1 External AC adapter: AC 100~240V input and DC 5V/2A output
- 9.2 USB output currency: 5V 500mA
- 9.3 Power consumption (PSU): 1.5W-4.5W
- 9.4 Power consumption (PoE): 2.3W-6.0W
- 9.5 Operating humidity: 10~95%
- 9.6 Operating temperature: -10~50°C (+14~122°F)



## **ANNEXURE F3: HIGH-END TELEPHONE SPECIFICATION**

### **1. Audio Features**

- 1.1 HD voice: HD handset, HD speaker
- 1.2 Hearing aid compatible (HAC) handset, magnet handset
- 1.3 Noise Proof Technology
- 1.4 Full-duplex hands-free speakerphone with AEC, VAD, CNG, AEC, PLC, AJB, AGC

### **2. Call Handling Features**

- 2.1 Incoming/Outgoing P2P call
- 2.2 Cloud PSTN call
- 2.3 Call hold/Call mute/Call transfer/Call forward
- 2.4 Group SimRing
- 2.5 Synchronized call logs
- 2.6 Visual voicemail

### **3. Conference Features**

- 3.1 Exchange calendar integration
- 3.2 Meeting call controls (Mute/unmute, hold/resume, hang up, add/remove participant)
- 3.3 Meeting details
- 3.4 Schedule Teams meetings
- 3.5 Join Skype for Business/Teams meetings

### **4. Presence and Contacts**

- 4.1 Presence integration, presence status control: available, busy, DND, be right back, off work, away, reset status
- 4.2 Set status message
- 4.3 Corporate directory access
- 4.4 Contact picture integration

### **5. Phone Features**

- 5.1 Sign in with user credentials
- 5.2 Sign in via website
- 5.3 Time display
- 5.4 Phone lock/unlock
- 5.5 Emergency calls
- 5.6 Hot Desking
- 5.7 Accessibility
- 5.8 Screensaver
- 5.9 Power saving
- 5.10 Dedicated Teams button
- 5.11 Wi-Fi connectivity
- 5.12 Supports Bluetooth headsets
- 5.13 Supports USB headsets

### **6. Display and Indicator**

- 6.1 Capacitive touch screen
- 6.2 Multi-touch surface
- 6.3 Multilingual user interface
- 6.4 Modern Teams interface, full keyboard
- 6.5 LED for call and message waiting indication

## **7. Interface**

- 7.1 Dual-port Gigabit Ethernet
- 7.2 Power over Ethernet (IEEE 802.3af), class 3
- 7.3 Built-in dual band 2.4G/5G Wi-Fi
- 7.4 Built-in Bluetooth
- 7.5 1 x USB Type A port
- 7.6 1 x Security lock port
- 7.7 1 x RJ9 (4P4C) handset port
- 7.8 1 x RJ9 (4P4C) headset port

## **8. Management**

- 8.1 Configuration: Browser/Phone/Auto Provisioning and Device Management Platform
- 8.2 Provisioning priority management
- 8.3 Auto Provisioning via Activation Code
- 8.4 Redirection and Provisioning Service (RPS)
- 8.5 QoE (Monitoring Reports)
- 8.6 Reset to factory, reboot
- 8.7 Package tracing export, system log
- 8.8 Screenshot via URL
- 8.9 Supports Microsoft Device Management Platform
- 8.10 Supports Device Management Platform)
- 8.11 Supports Unify Square Device Management Platform

## **9. Network and Security**

- 9.1 IPv4/IPv6
- 9.2 IP Assignment: Static/DHCP
- 9.3 HTTP/HTTPS web server
- 9.4 Time and date synchronization using SNTP
- 9.5 Transport Layer Security (TLS)
- 9.6 HTTPS certificate manager
- 9.7 Digest authentication using MD5/MD5-sess
- 9.8 IEEE802.1X

## **10. Other Physical Features**

- 10.1 External AC adapter:
  - 10.1.1 AC 100~240V input and DC 5V/2A output
  - 10.1.2 USB output current: 5V 500mA
  - 10.1.3 Power consumption (PSU): 1.5W-4.5W
  - 10.1.4 Power consumption (PoE): 2.3W-6.0W
- 10.2 Operating humidity: 10~95%
- 10.3 Operating temperature: -10~50°C (+14~122°F)

## **ANNEXURE F4: TEAMS CONFERENCE HAND SET FOR BOARDROOM**

### **1. Audio Features**

- 1.1 Optimal HD audio
- 1.2 Audio codec: G722, G722.1C, G726, G.729, G.729A, G723, iLBC, Opus, PCMU (G.711A), PCMA (G.711μ), SILK
- 1.3 Minimum of (6-meter) microphone pickup range
- 1.4 Apply to the medium to large conference room
- 1.5 Built-in 12-microphone array, 360-degree voice pickup
- 1.6 Built-in 1-microphone array, decrease noise
- 1.7 Minimum 5w speaker
- 1.8 Full-duplex speakerphone with AEC
- 1.9 Echo cancellation tail length is up to 320ms
- 1.10 Background noise suppression

### **2. Call Handling Features**

- 2.1 P2P call
- 2.2 Cloud PSTN call
- 2.3 Call hold/Call mute/Call transfer/Call forward
- 2.4 Group SimRing
- 2.5 Block calls without caller ID

### **3. Conference Features**

- 3.1 One-Click Join
- 3.2 Add a Participant to the existing meeting
- 3.3 Conference Mute/Unmute participants
- 3.4 Display Meeting Info
- 3.5 Calendar access to my meetings
- 3.6 Show acceptance status per participant
- 3.7 Schedule Teams meeting

### **4. Presence and Contacts**

- 4.1 Presence status synchronizes with the client,
- 4.2 Presence status control
- 4.3 Corporate Directory Access
- 4.4 Show contact picture
- 4.5 Call history: placed/received/missed
- 4.6 Synchronized call logs

### **5. Phone Features**

- 5.1 Single sign-in
- 5.2 Visual voicemail
- 5.3 Change VM playback speed
- 5.4 Phone lock
- 5.5 Screensaver
- 5.6 Power Saving

## **6. Display and Indicator**

- 6.1 Capacitive touch screen
- 6.2 Volume key
- 6.3 Home button
- 6.4 Multilingual user interface
- 6.5 Modern Teams interface, Full keyboard
- 6.6 Presence status control: available, busy, DND, be right back, off work, away

## **7. Interface**

- 7.1 1 x RJ45 10/100M Ethernet port
- 7.2 Power over Ethernet (IEEE 802.3af ), class 4
- 7.3 Built-in dual band Wi-Fi
- 7.4 Built-in Bluetooth 4.2
- 7.5 1 x USB 2.0 Type-A device port
- 7.6 1 x USB 2.0 Type-C device port
- 7.7 1 x Security slot

## **8. Management**

- 8.1 Configuration: browser/phone/Auto provisioning and Device Management Platform
- 8.2 Provisioning priority management
- 8.3 Auto Provisioning via Activation Code
- 8.4 Redirection and Provisioning Service (RPS)
- 8.5 QoE (Monitoring Reports)
- 8.6 Reset to factory, reboot
- 8.7 Package tracing export, system log
- 8.8 Screenshot via URL
- 8.9 View license status
- 8.10 Supports Microsoft Device Management Platform
- 8.11 Supports Device Management Platform
- 8.12 Supports Unify Square Device Management Platform

## **9. Network and Security**

- 9.1 SIP v1 (RFC2543), v2 (RFC3261)
- 9.2 IPv4/IPv6
- 9.3 IP Assignment: Static/DHCP
- 9.4 HTTP/HTTPS web server
- 9.5 Time and date synchronization using SNTP
- 9.6 SRTP for voice, Transport Layer Security (TLS1.3)
- 9.7 HTTPS certificate manager
- 9.8 IEEE802.1X

## **10. Other Physical Features**

- 10.1 External PoE adapter (optional)
- 10.2 Power consumption (PoE): 7.3W-20W
- 10.3 Operating humidity: 10-90%
- 10.4 Storage temperature: -10-40°C (+14~104°F)

**ANNEXURE G: THREE RANGES WI-FI SPECIFICATION**

<b>Range</b>	<b>Range minimum Specification and features</b>
<b>Low-Range</b>	v. 6 spatial streams in standard configuration, possibility of scaling to 8 spatial streams through the RTU mode
	vi. Flexibility of switching to three-radio mode
	vii. Simultaneous working of minimum five radios,
	viii. capability of Internet of Things applications
<b>Mid-Range</b>	iv. 10 spatial streams in standard configuration, which can easily scale to 12 spatial streams through the RTU mode
	v. Capability of flexibly switching to three-radio mode (4+4+4) for high bandwidth and density
	vi. Minimum of two built-in Internet of Things slots and USB-port Internet of Things expansion
<b>High-Range</b>	Min of 16 spatial streams and up to 10.75 Gbps rate
	Software-defined radio (SDR): flexible switching between two-radio and three-radio modes to accommodate high bandwidth and density
	Lossless Roaming, and co-scheduling through uplink and downlink OFDMA and MUMIMO, latency-sensitive applications such as VR and 4K video in multi-user high-density access scenarios

**ANNEXURE H: CONNECTIVITY SD WAN LINE CAPACITY**

<b>Item</b>
<b>1000Mbps Line Capacity (Fibre)</b> breakout 1:1 local & international
<b>500Mbps Line Capacity (Fibre)</b> breakout 1:1 local & international
<b>200Mbps Line Capacity (Fibre)</b> breakout 1:1 local & international
<b>100Mbps Line Capacity (Fibre)</b>
<b>50Mbps Line Capacity (Fibre)</b>
<b>20Mbps Line Capacity (Microwave)</b>
<b>10Mbps Line Capacity (Microwave / VSAT / fixed LTE)</b>

**12. MAINTENANCE SERVICE AGREEMENT**

**12.1 Bidders must provide a five year maintenance service agreement post the two year warranty**

**13. BIDDERS WILL BE EVALUATED AS PER THE FUNCTIONALITY CRITERIA AS PER BELOW TABLE**

**13. Technical Evaluation for SD-WAN:**

<b>Evaluation criteria</b>	<b>Description (all mandatory items are pre-qualifications &amp; must be satisfied)</b>	<b>Compliance (Y/N)</b>	<b>Points</b>
<b>1. Communications Regulatory</b>	ICASA both ECNS and ECS Licence Individual (Infrastructure and Service)		10
<b>2. International Standards</b>	ISO ISO/IEC 27001 Certificate for information security management systems (ISMS)		10
<b>3. OEM Accreditations</b>	OEM partnership status and level of partnership (minimum Gold) OEM authorization / accreditation for SD-WAN OEM authorization / accreditation for VoIP technology		2
<b>4. Resources</b>	3 CVs with relevant certifications for SD-WAN deployments		3
<b>5. Professional Affiliations</b>	Membership for ISPA (Internet Service Providers' Association)		10
<b>6. Methodology</b>	Implementation / Project Methodology Template		10
<b>7. Project Management</b>	Project Plan Template Valid Project Manager certificate		5
<b>8. PBX Service Level Agreement SLA</b>	PABX full functionality SLA minimum expectation is 98%		20
<b>9. WAN Service Level Agreement</b>	The WAN Internet SLA minimum expectation is 98.5%		20
<b>10. Network Security</b>	OEM authorization / accreditation for Firewall Implementation and Support		5
<b>11. References</b>	6 Verifiable Customer References for SD-WAN Implementation and Support 6 Verifiable Customer References for VoIP Implementation and Support		5
<b>Total</b>			<b>100</b>
<b>THRESHOLD (minimum score points required to proceed to financial evaluation stage)</b>			<b>80</b>

## SECTION L: EVALUATION CRITERIA

The Department will evaluate bids received before the closing date and time using Three (3) phases, these are peremptory requirements, should the bidder fail to comply, the bid will be regarded as non-responsive and be disqualified, namely:

**Phase 1:** Minimum Compulsory Requirements

**Phase 2:** Functionality Evaluation Criteria

**Phase 3:** Price and Preference Points

### Phase 1: Minimum Compulsory Requirements

The Bidder shall complete and submit the following returnable schedules and documents:

NO.	SECTION/ SCHEDULE	COMPULSORY (YES / NO)  NON-SUBMISSION WILL RENDER BIDDERS NON-RESPONSIVE	COMPULSORY (YES / NO)  FOR BID EVALUATION PURPOSES	FOR OFFICIAL USE ONLY		
				YES	NO	N/A
<b>Prospective Bidders MUST ensure that the following Sections of the bid document MUST be completed in ALL respects to qualify for the next stage of evaluation:</b>						
1	Section A: Invitation to Bid	Yes	Yes			
2	Section B: Special Instructions	Yes	Yes			
3	Section C: Authority to Sign the Bid	Yes	Yes			
4	Section D: Bidders Disclosure	Yes	Yes			
5	Section E: The National Industrial Participation Programme (SBD 5)	Yes	Yes			
6	Section F: Declaration that CSD is Updated with Latest Bidder's Details	Yes	Yes			
7	Section G: Preference Points Claimed	Yes	Yes			
8	Section H: Record of Amendments to Bid Documents	No	No			
9	Section I: General Conditions of Contract	No	No			
11	Section J: Special Conditions of contract	Yes	Yes			
12	Section K: Specification	Yes	Yes			
<b>Prospective Bidders MUST provide the following as per the Mandatory Requirements:</b>						
1.	Consortium/ Joint Venture/ Partnership agreement, if applicable.	Yes If Applicable	Yes If Applicable			



NO.	SECTION/ SCHEDULE	COMPULSORY (YES / NO)  NON-SUBMISSION WILL RENDER BIDDERS NON- RESPONSIVE	COMPULSORY (YES / NO)  FOR BID EVALUATION PURPOSES	FOR OFFICIAL USE ONLY		
				YES	NO	N/A
2.	Bidders must provide both an ICASA ECNS and ECS Licence (Individual) (Network Infrastructure and Services	Yes	Yes			
3.	Bidders must provide an ISO/IEC 27001 Certificate for information security management systems (ISMS)	Yes	Yes			
4.	OEM partnership status and level of partnership (minimum Gold)	Yes	Yes			
5.	OEM authorization / accreditation for VoIP technology					
6.	Membership for ISPA (Internet Service Providers' Association)	Yes	Yes			
7.	OEM authorization / accreditation for Firewall Implementation and Support	Yes	Yes			
8.	Implementation/Project Methodology Template	Yes	Yes			
9.	Project Plan and Proposal as per specification	Yes (phase 2)	Yes			
10.	Customer references for SD Wan and VoIP Implementation and Support	Yes (phase 2)	Yes			
11.	OEM authorization / accreditation for VoIP technology	Yes (phase 2)	Yes			
<b>3. Prospective bidder must provide the following as additional Requirement from Main Contractor during contract stage</b>						
3.1.	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 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 A sworn affidavit on an accredited template issued by the DTI/CIPC for both EME or QSE,	Yes	Will only be Required from awarded service provider during Contract Management phase			

NO.	SECTION/ SCHEDULE	COMPULSORY (YES / NO)  NON-SUBMISSION WILL RENDER BIDDERS NON- RESPONSIVE	COMPULSORY (YES / NO)  FOR BID EVALUATION PURPOSES	FOR OFFICIAL USE ONLY		
				YES	NO	N/A
	<p><b>Note:</b></p> <ul style="list-style-type: none"> <li>i. Bidders must ensure that the correct sworn affidavit for the Financial Sector are submitted,</li> <li>ii. A trust, consortium, or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level certificate.</li> <li>iii. The B-BBEE certificate or sworn affidavit will be required from service provider, during signing of contract not as</li> </ul>					

**Phase 2: Functionality Evaluation**

Bidders will be evaluated based on the following functionality:

CRITERIA FOR FUNCTIONALITY	Points	WEIGHT
<p><b>References</b> (Reference letters should reflect projects of a similar nature)</p> <p><b>Verifiable Customer References for VoIP Implementation and Support</b></p> <p>The bidder must provide an approved award letter, Purchase Order, contract, signed letter from the client or any other proof.</p> <p>At least References (6 valid) showing the following:</p> <ul style="list-style-type: none"> <li>➤ Name of Company</li> <li>➤ Contactable Contact Details:</li> <li>➤ Telephone,</li> <li>➤ Mobile Number</li> <li>➤ Project Description</li> <li>➤ Scope of Work</li> <li>➤ Duration of the project</li> </ul> <ul style="list-style-type: none"> <li>• <b>(Reference letters should be from projects that have been successfully completed, or projects that have been running for more than a year)</b></li> <li>• More than five signed reference letters/letters from clients where services have been rendered : 20 points</li> <li>• Four to five signed reference letters/letters from clients where services have been rendered : 15 points</li> <li>• Three signed reference letters/letters from clients where services have been rendered : 10 points</li> <li>• Less than three signed reference letters/letters from clients where services have been rendered : 5 points</li> </ul>	<p><b>20</b></p>	

CRITERIA FOR FUNCTIONALITY	Points	WEIGHT
<p><b>Verifiable Customer References for SD-WAN Implementation and Support</b></p> <p>The bidder must provide an approved award letter, Purchase Order, contract, signed letter from the client or any other proof.</p> <p>At least References (6 valid) showing the following:</p> <ul style="list-style-type: none"> <li>➤ Name of Company</li> <li>➤ Contactable Contact Details: <ul style="list-style-type: none"> <li>➤ Telephone,</li> <li>➤ Mobile Number</li> <li>➤ Project Description</li> <li>➤ Scope of Work</li> <li>➤ Duration of the project</li> </ul> </li> </ul> <ul style="list-style-type: none"> <li>• <b><i>(Reference letters should be from projects that have been successfully completed, or projects that have been running for more than a year)</i></b></li> <li>• More than five signed reference letters/letters from clients where services have been rendered : 20 points</li> <li>• Four to five signed reference letters/letters from clients where services have been rendered : 15 points</li> <li>• Three signed reference letters/letters from clients where services have been rendered : 10 points</li> <li>• Less than three signed reference letters/letters from clients where services have been rendered : 5 points</li> </ul>	20	

CRITERIA FOR FUNCTIONALITY	Points	WEIGHT
<p><b>Capacity and Competencies of Resources and individuals</b></p> <p>CVs with relevant certifications for SD-WAN deployments</p> <p>. The potential bidder must provide and attach brief CV's of members having experience in SD WAN deployments</p> <ul style="list-style-type: none"> <li>➤ Average experience 5 and above years = 20 points</li> <li>➤ Average experience 3-5 years = 10 points</li> <li>➤ No CV's submitted and/or below 2 years' experience= 0 points</li> </ul>	20	
<p>Implementation/Project Methodology Template</p> <ul style="list-style-type: none"> <li>• Timelines and deliverables within the scope of work on how to take over the current services from the current service provider with minimum interruptions of the Department 's operations</li> <li>• A detailed work plan with activities,</li> <li>• An option to Separate Internet Traffic from other traffic across the 100MB Internet Link,</li> <li>• Service provider must provide a detailed QoS proposal plan, which includes but is not limited to distribution of bandwidth voice, data, video, network traffic management approach,</li> <li>• Bidders should have a minimum of ten (10) years' experience in Internet, VoIP &amp; Networking service provisioning, indicated in the business profile (e.g. Active and non-active clients) not more than two pages,</li> <li>• Letter in a company's letter head confirming existence of the NOC (site assessment is compulsory),</li> <li>• Undertaking of back to back SLA with OEM on company's letter head,</li> </ul>	20	

<p>Project Plan and Proposal as per specification</p> <ul style="list-style-type: none"> <li>• Service Level Agreement template to be provided to the Department with the least response time of 30min and resolution time of 4 hours to address network, internet, PBX and VoIP infrastructure downtime by the bidder,</li> <li>• Reverse billing pricing structure for failing to adhere to SLA,</li> <li>• Call Logging facility and procedure supported by a 24/7/365 support centre (NOC),</li> <li>• Service provider must provide sample reports, screenshots, call-logging procedures or any form of evidence to support current ability to meet such requirements,</li> <li>• Reporting methods and facilities available to generate own reports,</li> <li>• Risk mitigation strategy should your solution not be up and running by then,</li> <li>• Pricing review policy,</li> <li>• VoIP rates table,</li> <li>• Indicate if there is reporting on the Dedicated Internet Access service and how Department would be able to get access to these reports,</li> <li>• Include a Project Implementation plan and timelines as part of your response, Timelines and deliverables within the scope of work on how to take over the current services from the current service provider with minimum interruptions of the Department 's operations</li> <li>• A detailed work plan with activities,</li> <li>• An option to Separate Internet Traffic from other traffic across the 100MB Internet Link,</li> <li>• Service provider must provide a detailed QoS proposal plan, which includes but is not limited to distribution of bandwidth voice, data, video, network traffic management approach,</li> <li>• Bidders should have a minimum of ten (10) years' experience in Internet, VoIP &amp; Networking service provisioning, indicated in the business profile (e.g. Active and non-active clients) not more than two pages,</li> <li>• Letter in a company's letter head confirming existence of the NOC (site assessment is compulsory),</li> <li>• Proof of address (lease agreement, municipal bill) containing bidder's local KZN province-based support centres,</li> <li>• Undertaking of back to back SLA with OEM on company's letter head, and</li> <li>• A valid ICASA Certificate OR proof of valid membership of the Internet service Provider Association of South Africa (SERVICE PROVIDER A), which must be in good standing.</li> </ul>	20	
<b>TOTAL FOR FUNCTIONALITY</b>		<b>100</b>

**Only bidders achieving 75 points minimum threshold will qualify to be evaluated for the next phase**

### Phase 3: Price and Preference Points

The value of this bid is estimated not to exceed R 50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

Points for this bid shall be awarded for:

Price; and

Specific Goals

The maximum points for this bid are allocated as follows:

CATEGORY	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and must not exceed</b>	<b>100</b>

The Department has identified the following specific goal:

Full points(20 points) to companies who are at least 51% Owned by Black People

Ownership verification will be conducted through Central Suppliers (CSD) Database by National Treasury, through the B-BBEE scorecard attributes or Companies and Intellectual Property Commission (CIPC). Bidders must submit CSD report and CIPC

Failure on the part of a bidder to submit proof of specific goals together with the bid will be interpreted to mean that preference points for specific goals are not claimed.

The Department 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 department.

**SECTION M: PRICING SCHEDULE**

Name of bidder.....	Bid number: <b>ZNB 5084/2023-H</b>
Closing Time 11:00	Closing Date: <b>17 MAY 2023</b>

OFFER TO BE VALID FOR **180** DAYS FROM THE CLOSING DATE OF BID.

**DESCRIPTION: ZNB 5084/2023-H: SUPPLY HOSTED PABX WITH TELEPHONE LINES FOR KWAZULU- NATAL (KZN) DEPARTMENT OF HEALTH: THREE YEAR CONTRACT**

**Annexure B: Voice over Internet Protocol (VOIP/Cloud PBX) Costing**

Items	Once off Cost A	Recurring monthly Cost B (Cost for rental of line X number of facilities)	Total Recurring Costs over 36 months C	Total Amount A + C
1. Hosted PABX capacity to handle (Estimated fixed lines 30 000 for landlines and 10 000 mobile devices / extensions and Mobile clinics 170	free	free	free	free
2. Uncapped voice plan for all offices	R	R	R	R
3. Telephoned Handset (Executive phone users) / Cost per Item, Including the software license Ref: High-Range Specification	R	R	R	R
4. Telephone Handset (Directors / CEOs / District Directors) / Cost per Item, Including the software license Ref: Mid-Range Specification	R	R	R	R



Items	Once off Cost A	Recurring monthly Cost B (Cost for rental of line X number of facilities)	Total Recurring Costs over 36 months C	Total Amount A + C
5. Telephone handset (standard users) / Cost per Item, Including the software license Ref: Low-Range Specification	R	R	R	R
6. Boardrooms for (H/O , Admin Offices , Hospitals, CHC), Including the software license Ref: Teams Conference Handset for Boardroom Specification	R	R	R	R
7. Switchboard operators equipment / Cost per Item, including /software license	R	R	R	R
8. <b>Service and Maintenance (SLA)</b> (Including 24/7/365 Hardware, software and system support and maintenance, Service Management, 24/7 Service Desk, 24/7 Network Operations Centre)	R	R	R	R
9. <b>Implementation Cost (Including all consultation services, Planning, Implementation Services, Professional Services, Project Management)</b>	R	R	R	R
<b>10. With the costed Items above, please provide a separate VoIP rates table for all applicable telecoms in the South Africa, including the international calls.</b>				
<b>11. KZN Health Department reserve the right to the implementation prioritisation, which mostly will be influenced by budget limitation factors of the department and other existing contractual arrangements.</b>				

**ANNEXURE C = LAN Infrastructure and Costing**

CATEGORY	NETWORK ITEM	DESCRIPTION	UNIT PRICE (VAT excl.)
Core switches		Core switches (4 slots)	R
Core switches		Alternative for smaller campuses	R
Aggregation layer switches	POE	Aggregation layer switches (24 port)	R
Aggregation layer switches	POE	Aggregation layer switches (48 port)	R
Access layer switches		Access layer switches (24 port PoE)	R
Access layer switches		Access layer switches (48 port PoE)	R
Transceiver		40Gb Optics (QSFPs)	R
Transceiver	10GBase SM SFP+ Transceiver	10Gb Optics (SFP)	R
Single Mode Fiber	Single Mode Fiber 32 Core Length	40G Single mode from aggregation to access - longer distances	R
Single Mode Fiber	Single Mode Fiber 24 Core Length	40G Single mode from aggregation to access - longer distances	R
Single Mode Fiber	Single Mode Fiber 16 Core Length	40G Single mode from aggregation to access - longer distances	R
Single Mode Fiber	Single Mode Fiber 12 Core Length	40G Single mode from aggregation to access - longer distances	R
Single Mode Fiber	Single Mode Fiber 8 Core Length	40G Single mode from aggregation to access - longer distances	R

<b>Single Mode Fiber</b>	Single Mode Fiber 4 Core Length	40G Single mode from aggregation to access - longer distances	R
	Single Mode Fiber Cores (preferably OS2)	40G Single mode from aggregation to access - longer distances	R
<b>Multi-Mode Fiber</b>	<b>Multi-Mode Fiber</b> 32 Core Length		R
<b>Multi-Mode Fiber</b>	Multi-Mode Fiber 24 Core Length		R
<b>Multi-Mode Fiber</b>	Multi-Mode Fiber 16 Core Length		R
<b>Multi-Mode Fiber</b>	Multi-Mode Fiber 12 Core Length		R
<b>Multi-Mode Fiber</b>	Multi-Mode Fiber 8 Core Length		R
<b>Multi-Mode Fiber</b>	Multi-Mode Fiber 4 Core Length		R
<b>Multi-Mode Fiber</b>	Multimode Fiber Cores (preferably OM4)	From aggregation to access	R
<b>Multi-Mode Fiber</b>	Total MM Fiber Length Combined		R
<b>Cat6 Copper Cable</b>	<b>Copper Cat6A</b> for WiFi APs	Number of network points for WiFi APs	R
<b>Cat6 Copper Cable</b>	Copper Cat6A for Offices	Number of network points for Normal Offices (Including legacy printers without WiFi)	R
<b>Cat6 Copper Cable</b>	Copper Cat6A 1m patch leads		R
<b>Cat6 Copper Cable</b>	Copper Cat6A 2m patch leads		R
			R
<b>Cabinet</b>	New 8U Wall Mounted <b>Cabinet</b> (minimum depth 420mm)		R
<b>Cabinet</b>	New 12U Wall Mounted Cabinet (minimum depth 420mm)		R
<b>Cabinet</b>	New 48U Stand Alone Rack (minimum depth 420mm)		R

**ANNEXURE D: ROUTERS PRICING**

Description	Unit Price	Average Price
Total once-off Cost for Entry Level Router (Inclusive of 5 year warranty)	R	
Total once-off Cost for Middle Level Router (Inclusive of 5 year warranty)	R	
Total once-off Cost for High Level Router (Inclusive of 5 year warranty)	R	

**ANNEXURE D1: SWITCH PRICING**

Description	Unit Price	Average Price
8 Ports PoE Switch	R	
24 Ports PoE Switch	R	
48 Ports PoE Switch	R	

**Annexure E: Access Point Ranges Specification Costing**

Description	<u>Range Cost per item (Once-Off) Unit Price</u>	Average Price
Low-Range	R	
Mid-Range	R	
High-Range	R	

**Annexure G: Three ranges Wi-Fi Specification Costing**

Description	<u>Range Cost per item (Once-Off) Unit Price</u>	Average Price
Low-Range	R	
Mid-Range	R	
High-Range	R	

**Annexure H: Connectivity SD WAN Line Capacity and Costing**

<b>Coasted Item</b>	<b>Once off Cost (A)</b> (Installation Cost)	<b>Recurring monthly Cost (B)</b> (Rental cost of line with support & maintenance)	<b>Total Recurring Costs over 36 months C</b>	<b>Total Amount (A + C)</b>
<b>1000Mbps Line Capacity (Fibre)</b> breakout 1:1 local & international	R	R	R	R
<b>500Mbps Line Capacity (Fibre)</b> breakout 1:1 local & international	R	R	R	R
<b>200Mbps Line Capacity (Fibre)</b> breakout 1:1 local & international	R	R	R	R
<b>100Mbps Line Capacity (Fibre)</b>	R	R	R	R
<b>50Mbps Line Capacity (Fibre)</b>	R	R	R	R
<b>20Mbps Line Capacity (Microwave)</b>	R	R	R	R
<b>10Mbps Line Capacity (Microwave / VSAT / fixed LTE)</b>	R	R	R	R
<b><u>Annexure network TOTALS</u></b>	<b><u>R</u></b>	<b><u>R</u></b>	<b><u>R</u></b>	<b><u>R</u></b>

**SUMMARY COSTING FOR ALL THE ANNEXURES**

<b>Coasted Items</b>	<b>Once off Cost A</b>	<b>Recurring monthly Cost B  (Cost for rental of line X number of facilities)</b>	<b>Total Recurring Costs over 36 months C</b>	<b>Total Amount A + C</b>
1. Annexure A: KZN Health Site list and location	R	R	R	R
2. Annexure B: Voice Over Internet Protocol (VOIP/Cloud PBX) Costing	R	R	R	R
3. Annexure C: LAN Infrastructure and Costing	R	R	R	R
4. Annexure D: Router Specification and Costing	R	R	R	R
5. Annexure D1: Switch Specification and Costing	R	R	R	R
6. Annexure E - Access Point Ranges spec and pricing	R	R	R	R
7. Annexure F1 - Entry Level-Tel Handset Specification	R	R	R	R
8. Annexure F2 - Mid-Range Tel Handset Specification	R	R	R	R
9. Annexure F3 - High-End Tel Handset Specification	R	R	R	R
10. Annexure F4 - Teams Conference Hand Set for Boardroom	R	R	R	R
11. Annexure G: Three ranges Wi-Fi Specification and costing	R	R	R	R
12. Annexure H: Connectivity SD WAN Line Capacity and Costing	R	R	R	R
Grand Totals	R	R	R	R

<b>TOTAL BID PRICE FOR SUPPLY HOSTED PABX WITH TELEPHONE LINES FOR KWAZULU- NATAL (KZN) DEPARTMENT OF HEALTH: THREE YEAR CONTRACT</b>	R_____
➤ (ALL APPLICABLE TAXES INCLUDED)	AMOUNT IN WORDS.....
	.....

- Required by: **INFORMATION TECHNOLOGY**
- Country of origin: .....
- Delivery Period: .....

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

.....	.....	.....	.....
(Signature of Bidder)	Date	(Signature of Witness)	Date