WESTERN CAPE
LIQUOR AUTHORITY

Physical: 3rd Floor | Sunbel Building | 3 Old Paarl Road | Bellville | 7530
Postal: Private Bag X6 | Sanlamhof | Bellville | 7532
Email: Liquor.Enquiries@wcla.gov.za
Tel: +27 (0) 21 204 9700 | **www.wcla.gov.za**

REQUEST FOR PROPOSAL

WCLA_T002_2026_27 APPOINTMENT OF A SUITABLY QUALIFIED AND EXPERIENCED SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION, INTEGRATION, COMMISSIONING, SUPPORT AND MAINTENANCE OF A PABX AND INTEGRATED CONTACT CENTRE SOLUTION FOR THE WESTERN CAPE LIQUOR AUTHORITY (WCLA) FOR A PERIOD OF FOURTY-EIGHT (48) MONTHS

FULL NAME OF THE BIDDING ENTITY	
CONTACT PERSON	
CONTACT NUMBER	
CONTACT EMAIL ADRESS	
ADVERTISEMENT DATE	23 November 2026
COMPULSORY BRIEFING SESSION – (DATE AND TIME)	Date: 1 December 2026, Time: 10:00 AM
CLOSING DATE AND TIME	19 January 2027, 11:00AM
ISSUED BY	WESTERN CAPE LIQUOR AUTHORITY

NB: BIDDERS ARE REQUESTED TO SUBMIT, AS PART OF THEIR TENDER PROPOSAL, A VALID AND FUNCTIONAL USB DRIVE CONTAINING AN ELECTRONIC COPY OF THEIR COMPLETE TENDER SUBMISSION. THE ELECTRONIC COPY SHOULD CORRESPOND EXACTLY WITH THE HARD COPY SUBMITTED AT THE TENDER CLOSING DATE AND TIME. IN THE EVENT OF ANY DISCREPANCY BETWEEN THE HARD COPY AND THE ELECTRONIC COPY, THE SIGNED HARD COPY SHALL PREVAIL.

RECOMMENDED STRUCTURE FOR ELECTRONIC BID SUBMISSION

Bidders are advised to organise their electronic bid submissions in the chronological sequence set out below. To facilitate an efficient and consistent evaluation process, bidders are further encouraged to create separate sub-folders for each section of the submission and to label these sub-folders using the same headings and terminology as reflected in this Terms of Reference.

The recommended folder structure is as follows:

1. RETURNABLE DOCUMENTS
2. MANDATORY CRITERION
3. FUNCTIONALITY CRITERION
4. PRICING
5. OTHER SUPPORTING INFORMATION

Failure to follow the recommended folder structure will not, in itself, render a bid non-responsive, provided that all required information and documentation have been submitted.

BID ENQUIRIES:

- TELEPHONE : 021 204 9724/ 9728/ 9729
- E-MAIL : SCM@WCLA.GOV.ZA

WHERE BID DOCUMENTS CAN BE OBTAINED: ON THE WCLA WEBSITE AND E-TENDER PORTAL

WHERE BIDS SHOULD BE DELIVERED: **AT THE TENDER BOX** IS SITUATED AT THE FOLLOWING LOCATION:

PHYSICAL ADDRESS: TENDER BOX, 3RD FLOOR, SUNBEL BUILDING, 3 OLD PAARL RD, BELLVILLE, CAPE TOWN, WESTERN CAPE, SOUTH AFRICA, 7530

BID PROPOSAL / TENDER DOCUMENTS **MUST BE DELIVERED AND DEPOSITED** IN THE TENDER BOX BETWEEN **08:30 AM AND 16:00 PM, MONDAY TO FRIDAY**, PRIOR TO THE CLOSING DATE, AND **BETWEEN 08:30 AM AND 11:00 AM ON THE CLOSING DATE**. BIDDERS ARE ADVISED TO ALLOW SUFFICIENT TIME FOR POTENTIAL TRAFFIC CONGESTION, BUILDING ACCESS PROCEDURES/ACESS AND ANY OTHER UNFORESEEN DELAYS, WCLA WILL NOT BE HELD RESPONSIBLE FOR ANY SUCH DELAYS.

SUBMISSIONS LEFT AT THE SECURITY DESK, RECEPTION, OR WITH ANY INDIVIDUAL EMPLOYEE WILL NOT BE ACCEPTED AND WILL BE DISREGARDED. ALL BID SUBMISSIONS MUST BE PLACED DIRECTLY INTO THE TENDER BOX. ONLY BIDS DEPOSITED IN THE OFFICIAL TENDER BOX BEFORE THE STIPULATED CLOSING DATE AND TIME WILL BE ACCEPTED. BIDS SHALL REMAIN VALID FOR ATLEAST ONE HUNDRED AND TWENTY (120) CALENDAR DAYS FROM THE CLOSING DATE.

LIST OF RETURNABLE DOCUMENTS

NOTE: THIS SCHEDULE MUST BE COMPLETED BY THE BIDDER AND SUBMITTED AS PART OF THE TENDER PROPOSAL.

NO.	RETURNABLE DOCUMENTS	SUBMITTED (YES / NO)
	• The bidder should indicate whether each of the required documents has been completed, signed/initialed (where applicable), and included in the tender submission by marking "Yes" or "No". • All returnable documents must be fully completed, signed/initialed (where applicable), and submitted with the bid. • Failure to submit any returnable document, or failure to complete and sign the required documentation where applicable, may result in the bidder being disqualified and the bid being deemed non-responsive. The exceptions to the above are the Preference Points Claim Form (WCBD 6.1) and the Valid B-BBEE Certificate / Relevant SCM Sworn Affidavit, where non-submission will not result in disqualification; however, bidders will not be awarded specific goals points (Preference points). • It is the bidder's responsibility to ensure that all required returnable documents are included in the tender submission before the closing date and time.	
1.	INVITATION TO BID (WCBD 1), COMPLETED AND SIGNED	
2.	SPECIFICATION DOCUMENT / TERMS OF REFERENCE, INITIALLED AND SIGNED WHERE REQUIRED	
3.	PRICING SCHEDULE (WCBD 3.3), COMPLETED AND SIGNED	
4.	DECLARATION OF INTEREST (WCBD 4.1), COMPLETED AND SIGNED	
5.	PREFERENCE POINTS CLAIM FORM (WCBD 6.1), COMPLETED AND SIGNED (BIDDERS WILL NOT BE DISQUALIFIED IN THE EVENT OF NO – SUBMISSION, HOWEVER, WILL NOT BE AWARDED SPEFIC GOALS PREFERENCE POINTS)	
6.	VALID B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR VALID SWORN AFFIDAVIT (WHERE APPLICABLE) (BIDDERS WILL NOT BE DISQUALIFIED IN THE EVENT OF NO – SUBMISSION, HOWEVER, WILL NOT BE AWARDED SPEFIC GOALS PREFERENCE POINTS)	
7.	CONTRACT FORM (WCBD7.1), COMPLETED AND SIGNED	
8.	GENERAL CONDITIONS OF A CONTRACT (GCC), ACCEPTED AND INITIALLED	

No	MANDATORY CRITERION	SUBMITTED (YES / NO)
Bidders must comply with the below mandatory requirements to proceed to be evaluated further. Each bidder must submit the required documents/information as part of their proposal. Failure to submit the required documents may result in the RFP submission being disqualified.		
9.	BIDDER MUST SUBMIT: EVIDENCE OF OEM ACCREDITATION THE BIDDER MUST SUBMIT CURRENT PROOF OF OEM ACCREDITATION, SUCH AS A CERTIFICATE, PARTNERSHIP AGREEMENT OR AUTHORISATION, OWNERSHIP FOR THE PROPOSED PABX AND CONTACT CENTRE SOLUTION. ALTERNATIVELY, WHERE THE BIDDER INTENDS TO PROCURE THE PROPOSED EQUIPMENT OR SOFTWARE THROUGH AN AUTHORISED OEM CHANNEL PARTNER, PROOF OF THAT SUPPLIER'S AUTHORISED STATUS MUST BE SUBMITTED.	
10.	BIDDER MUST: THE BIDDER MUST NOMINATE AND PROVIDE WRITTEN CONFIRMATION OF THE DEDICATED ACCOUNT MANAGER/LIAISON MANAGER WHO WILL SERVICE THE WCLA CONTRACT. THE SUBMISSION MUST INCLUDE THE INDIVIDUAL'S FULL NAME, DESIGNATION, CONTACT DETAILS AND A BRIEF SUMMARY OF RELEVANT EXPERIENCE.	
No	FUNCTIONALITY CRITERION	SUBMITTED (YES / NO)
• Functionality will be evaluated only after bidders have been found compliant with all mandatory requirements. • Points will be awarded strictly in accordance with the functionality evaluation criteria and scoring methodology contained in this bid document. • Only documentary evidence submitted with the bid before the closing date will be considered.		
11.	SUBMISSION OF VALID REFERENCE LETTER(S) OR CLIENT PERFORMANCE EVALUATION OR SIGNED AND COMMISSIONED ANEXURE – A: AFFIDAVIT – LIST OF PREVIOUS CLIENTS ALIGNING TO THE REQUIREMENTS AS NOTED ON THE FUNCTIONALITY CRITERION	
12.	SUBMISSION OF A VALID BUSINESS PROFILE ALIGNING TO THE REQUIREMENTS AS NOTED ON THE FUNCTIONALITY CRIETION	
13.	SUBMISSION OF A COMPREHENSIVE METHODOLOGY / IMPLEMENTATION PLAN	
No	SUPPORTING INFORMATION	SUBMITTED (YES / NO)
The supporting information requested under this section is intended to assist the Western Cape Liquor Authority in the evaluation and administration of the bid. Bidders are encouraged to submit all requested supporting information in the format prescribed in the bid document.		
14.	VALID USB COPY OF FULL SUBMISSION - USB CONTAINING AN IDENTICAL ELECTRONIC VERSION OF ALL TENDER DOCUMENTS (PDF FORMAT).	
15.	COVERING LETTER / EXECUTIVE SUMMARY - BRIEF OVERVIEW OF THE BIDDER'S PROPOSAL AND UNDERSTANDING OF WCLA'S REQUIREMENTS.	
16.	SIGNED DECLARATION OF BIDDER'S UNDERSTANDING AND ACCEPTANCE OF TERMS - CONFIRMS ACCEPTANCE OF TOR, PRICING TERMS, AND CONTRACTUAL CONDITIONS.	

SIGNED DECLARATION BY THE BIDDER OF UNDERSTANDING AND ACCEPTANCE OF THE TENDER REQUIREMENTS:

I, the undersigned, duly authorised to represent the bidder, hereby declare and confirm that:

- I have read, understood and carefully considered all the requirements, conditions, specifications, instructions and provisions contained in this Request for Proposal (RFP);
- I have completed and verified the above checklist;
- All documents indicated as "Yes" have been included in this bid submission;
- The information and documentation submitted as part of this bid are true, accurate and complete to the best of my knowledge and belief;
- I understand that failure to submit all mandatory returnable documents and to comply with the mandatory requirements of this RFP may result in this bid being declared non-responsive and excluded from further evaluation;
- I acknowledge that the Western Cape Liquor Authority reserves the right to verify any information or documentation submitted in support of this bid and that any false declaration, misrepresentation or fraudulent information may result in the disqualification of this bid, the cancellation of any resulting contract, and any other remedies available to the Authority in law;
- I confirm that I accept the Terms of Reference, the Pricing Schedule, the General Conditions of Contract (GCC), the Contract Form (WCBD 7.1), and all other terms and conditions contained in this Request for Proposal;
- I certify that I am duly authorised to submit this bid and sign this declaration on behalf of the bidder.

Full Name of Authorised Representative: _____

Designation: _____

Signature: _____

Date: _____

Business Name: _____

Contact Number: _____

Email Address: _____

COMPULSORY BRIEFING SESSION

Attendance at the compulsory briefing session is a mandatory requirement of this procurement process. Prospective bidders must ensure that an authorised representative attends the briefing session, either in person or virtually, as detailed below. The purpose of the briefing session is to provide bidders with an opportunity to obtain clarification on the requirements of these Terms of Reference and the procurement process.

A compulsory briefing session will be held as follows:

- **Date: 1 December 2026**
- **Time: 10:00 PM**

Attendance may be through one of the following methods:

- **In person:** Western Cape Liquor Authority (WCLA), 3rd Floor, Sunbel Building, 3 Old Paarl Road, Bellville, 7530; or
- **Virtually:** Via Microsoft Teams using the details below.

Microsoft Teams Meeting

- Join: https://teams.microsoft.com/meet/3288912477870406?p=S0EBRC425XzChZNg92
- Meeting ID: 328 891 247 787 040 6
- Passcode: A8sV9Dt7

Bidders attending virtually must join the meeting using the details provided above and remain connected for the duration of the briefing session. Attendance will be recorded and verified by the Authority for both in-person and virtual participants.

Bidders attending virtually are solely responsible for ensuring that they have adequate internet connectivity and suitable equipment to participate in the briefing session. Any technical difficulties or connectivity failures experienced by a bidder will not invalidate the briefing session or constitute grounds for non-compliance with this mandatory requirement. Failure by a bidder to attend the compulsory briefing session and to have its attendance recorded and verified by the Authority, through either of the prescribed attendance methods, will result in the bid being declared non-responsive and excluded from further evaluation.

SECTION A: BACKGROUND

1. INTRODUCTION

1.1. The Western Cape Liquor Authority ("WCLA" or "the Authority") is a Schedule 3C public entity established in terms of the Western Cape Liquor Act, 4 of 2008 (as amended), which came into operation on 1 April 2012. The Authority is mandated to regulate the retail sale and micro-manufacturing of liquor within the Western Cape Province. WCLA operates under the executive authority of the Western Cape Department of Police Oversight and Community Safety (POCS) of the Western Cape Government (WCG).

1.2. The mission of the Western Cape Liquor Authority is as follows:

- To regulate the retail sale and micro-manufacturing of liquor in the Western Cape in a transparent, fair and consistent manner
- To facilitate and promote the determination of public interest in all liquor regulatory processes.
- To foster an appreciation for the need to effectively regulate liquor as a psychoactive and toxic substance with dependence producing properties.
- Present as an employer of choice that attracts, develops, grows and retains talent to enhance regulatory impact.

1.3. The Western Cape Liquor Authority (“WCLA”) currently operates a telephone system and owns and operates fibre links which will be used to provide connectivity between its sites, the PABX, the voice gateway and the WCLA network. Bidders must make provision for the use of the existing fibre infrastructure and must not include the supply of new data links in their bids.

1.4. WCLA requires an integrated telephony and contact centre environment to support its internal communication requirements and its interaction with liquor licence applicants, licence holders and other stakeholders. The solution must accommodate an initial estimated user base of approximately 120 seats, which may change based on the operational requirements.

1.5. The WCLA seeks to outright procure the PABX, end points (VOIP-Telephones, wireless headsets) and the rental of the Router/ Gateway and the Call centre-solution. This shall include support and maintenance.

2. PURPOSE

2.1. WCLA invites suitably qualified and experienced service providers to submit tenders for the supply, delivery, installation, configuration, integration, commissioning, support and maintenance of a PABX and integrated contact centre solution for an initial expected capacity of approximately 120 users, with the ability to scale as required.

2.2. The solution must replace WCLA's existing telephony system and provide an integrated contact centre to improve the handling, routing, monitoring and resolution of customer queries and complaints. It must integrate with WCLA's current licensing management system (LMATS), or any successor system, through secure application programming interfaces (APIs), and support business continuity, including secure remote operation.

2.3. The procurement includes the purchase of PABX equipment and other specified hardware by WCLA, together with the rental or subscription of routers, gateways, contact centre solution and any other items that are exclusively available on that basis. The appointed service provider will also be responsible for implementation, migration, training, documentation and support and maintenance for the contract period.

3. OBJECTIVES

The objectives of this procurement are to:

3.1 Replace the existing telephony system with a modern, reliable and scalable PABX solution for an initial expected capacity of approximately 120 seats, subject to WCLA's operational requirements.

3.2 Provide WCLA with the option to use physical IP telephones, wireless headsets (Compatible with PC and Telephones), PC-based softphone clients and / or support the functionality for mobile softphone applications.

3.3 Provide an integrated contact centre with an intuitive IVR menu that distinguishes between queries and complaints, directs callers to the appropriate agents or departments and prioritises urgent or escalated cases.

3.4 Integrate the contact centre with Western Cape Liquor Authority's licencing system (LMATS), or any successor licensing system, through secure APIs to enable licence validation, retrieval and synchronisation of relevant information.

3.5 Maintain business continuity through appropriate redundancy, failover, recovery and remote-working capabilities.

3.6 Ensure that calls are recorded and retained for a proposed default period of 90 days, with provision for extended retention where required by WCLA, subject to confirmation of the final retention period by WCLA's legal and records-management functions.

3.7 Provide management with real-time dashboards, wallboards, saved and configurable reports, call statistics and the ability to identify and follow up dropped and abandoned calls.

3.8 Obtain transparent and comprehensive pricing over the contract period, clearly distinguishing purchased hardware, rental equipment, implementation, licensing, support and maintenance.

3.9 Ensure that the proposed solution, including its hardware, software, licences and integrations, remains supported, secure and fit for purpose throughout the contract period.

4. SCOPE OF WORK REQUIREMENTS AND SERVICE SPECIFICATION:

The appointed service provider will be responsible for the end-to-end provision and implementation of the PABX and integrated contact centre solution, including the supply or rental of the required components, installation, configuration, integration, migration, testing, training, documentation, support and maintenance. The scope includes, but is not limited to, the following:

4.1 PABX AND TELEPHONY SOLUTION

4.1.1 Supply a PABX platform, call-control software and the required licences for an initial expected capacity of approximately 120 seats, with the ability to scale.

4.1.2 Supply, deliver, install and configure the PABX hardware and other hardware identified for purchase.

4.1.3 Provide the required user licences and call-control functionality, including SIP-based call control and support for standard SIP trunks.

4.1.4 Provide endpoints as determined by WCLA, which may include certified IP telephones, wireless headsets, browser-based clients, Windows/macOS softphone clients and Android/iOS mobile applications.

4.1.5 Provide an administration portal for user, extension, call-routing, permission and system configuration management.

4.1.6 Support extension-to-extension dialling, DID/DDI routing, caller identification, call answering, attended and blind transfer, hold, park, pickup, intercom, speed dial, call waiting, three-way and audio conferencing, call return, redial, Do-Not-Disturb, call barring and class-of-service restrictions.

4.1.7 Provide voicemail and voicemail-to-email, auto-attendant, IVR, ring groups, hunt groups, call queues, queue callback, longest-idle and skills-based distribution where configured, time-of-day, shift, week-off and holiday routing, caller-ID routing, overflow and call forwarding.

4.1.8 Provide presence, directory and busy-lamp functionality, together with call detail records (CDRs) for reporting and audit purposes.

4.1.9 Run with WCLA's existing fibre network, VLAN-based voice segregation and Quality of Service (QoS). Integration with Microsoft 365 and/or Active Directory for user provisioning is preferred.

4.1.10 Provide monitoring of system registration, call failures, trunk capacity, platform health, storage, backups, certificates and integration failures.

4.2 CONTACT CENTRE SOLUTION

4.2.1 Supply, configure and license an integrated contact centre platform for the required agents and supervisors.

4.2.2 Configure the contact centre to support the required channels, queues, call flows, agents, supervisors and reporting requirements.

4.2.3 Integrate the contact centre with WCLA's current licensing system (LMATS), or any successor system, through secure and documented APIs to make relevant information available to agents in real time.

4.2.4 Use documented, authenticated and encrypted REST/SOAP APIs, web services or other approved integration methods. Direct database connectors may only be used with WCLA's prior written approval.

4.2.5 Ensure that IVR flows, API mappings, screen pops, routing rules and field mappings can be configured and amended during the contract period.

4.2.6 State the number of integration or configuration change requests included annually and provide an hourly or per-request rate for additional work. Additional work may only be undertaken with WCLA's prior written approval.

4.2.7 Conduct an IVR/menu design workshop and submit an agreed menu map for WCLA approval before configuration and go-live. The IVR must distinguish between queries and complaints and support English, Afrikaans and isiXhosa, subject to final confirmation by WCLA.

4.2.8 Provide callers with the option to wait on hold or request a callback while in a queue.

4.2.9 Ensure that information captured through the IVR, including licence number and reason for the call, is passed to the agent and retained when calls are transferred, escalated or returned, to avoid callers having to repeat information.

4.2.10 Provide dashboards showing outstanding tasks and tasks allocated to agents and supervisors, including monthly views.

4.2.11 Provide real-time wallboards and supervisor views displaying queue volumes, waiting calls, agent status, service levels and abandoned calls.

4.2.12 Provide standard reports covering call volumes, handling times, service levels, abandonment rates, first-call resolution, queries versus complaints, agent performance, IVR path usage and peak-hour analysis.

4.2.13 Allow authorised WCLA users to create, save and schedule custom management reports without bidder assistance and export reports to PDF, Excel and CSV. Reports and report history must remain available for at least the contract period.

4.2.14 Record and display dropped and abandoned calls, including caller number where available, time, queue and waiting time, and allow follow-up status to be tracked, for example assigned, called back and resolved.

4.2.15 Enable agents and supervisors to work remotely using secure PC and mobile softphone clients, with functionality equivalent to the office environment, and allow call routing to be switched to remote agents during an office outage.

4.2.16 Provide supervisor monitoring functionality that allows authorised supervisors to silently listen to a live call, speak privately to an agent without the caller hearing (whisper), and join a live call (barge). Access to this functionality must be restricted by role, and every use must be recorded in the audit log.

4.2.17 Offer the facility / ability to offer callers a short-automated survey after a call (for example by IVR or SMS), with results reported by queue, agent and period.

4.2.18 **Quality management**: the ability for supervisors to evaluate recorded interactions against configurable scorecards and to report on quality scores and trends by agent and team.

4.2.19 **Digital channels**: handling of additional channels, such as email, web chat, SMS and messaging applications, within the same agent interface, queues and reporting as voice calls.

4.3 PURCHASED HARDWARE, RENTAL EQUIPMENT AND EXCLUSIVELY PROVIDED ITEMS

4.3.1 WCLA intends to purchase the PABX equipment and other identified hardware, including applicable physical IP telephones, wireless headsets, and other equipment specified in the accepted solution. Such items must be quoted as once-off purchases, separately itemised and handed over to WCLA as its assets.

4.3.2 Routers, voice gateways, and contact centre solution must be provided on a rental basis for 48 months, inclusive of the hardware, firmware, software licences, maintenance, support and replacement required for their operation.

4.3.3 Display screens for real-time contact-centre dashboards must be quoted as separate optional items per unit in the sizes of 65-inch and 55-inch, inclusive of mounting, cabling and installation. Unit prices must remain valid for the contract term, and bidders must state the make, model, resolution and warranty of each screen

4.4 RESILIENCE AND BUSINESS CONTINUITY

4.4.1 Provide failover of SIP trunks or PSTN lines to an alternative route, such as a secondary trunk, GSM gateway or analogue line, where technically feasible.

4.4.2 Provide redundant power supplies and, where applicable, high-availability or hot-standby arrangements for critical components.

4.4.3 Enable automatic rerouting to alternative numbers or mobile devices if the WCLA building or primary platform becomes unavailable.

4.4.4 Provide configuration backup and restore functionality and a documented, tested recovery procedure.

4.4.5 Provide a proposed service availability target of at least 99.5% and specify the recovery time objective (RTO), recovery point objective (RPO), dependencies and exclusions.

4.5 SECURITY, CALL RECORDING AND INFORMATION MANAGEMENT

4.5.1 Comply with the Protection of Personal Information Act, 2013 (POPIA), applicable public-sector records-management requirements and WCLA information-security requirements.

4.5.2 Provide encryption of signalling and media using TLS and SRTP where supported by the proposed platform and endpoints.

4.5.3 Provide role-based access control, multi-factor authentication for administrators and supervisors, audit logging and restricted, logged access to call recordings.

4.5.4 Provide an SBC or equivalent protection against toll fraud, denial-of-service attacks and SIP-based threats, together with patch and vulnerability management throughout the support period.

4.5.5 Provide a configurable announcement informing callers that calls may be recorded.

4.5.6 Record all inbound and outbound contact-centre calls, with the ability to extend recording to other users or extensions.

4.5.7 Configure a proposed default recording retention period of 90 days, with automatic and secure deletion at expiry.

4.5.8 Provide the ability to flag recordings.

4.5.9 Allow authorised users to search and play back recordings.

4.5.10 Provide the ability for agents and supervisors to pause and resume call recording, and for the system to suppress recording automatically, while sensitive personal information (such as identity numbers or bank and card details) is being captured. Each pause and resume event must be logged.

4.5.11 Provide the ability to mask or redact sensitive personal information in any transcripts, screen pops, reports and on-screen displays from users who do not need to see it, in line with POPIA.

4.6 IMPLEMENTATION, MIGRATION AND TRAINING

4.6.1 Conduct a discovery exercise and site/network readiness assessment, including bandwidth, QoS, PoE, VLANs, fibre connectivity, power and any required infrastructure changes.

4.6.2 Submit a detailed project plan with milestones.

4.6.3 Install and configure the PABX, endpoints, contact-centre platform, gateways, rental equipment, call recording and required integrations.

4.6.4 Provide training for administrators, supervisors, agents and relevant support personnel, together with user guides, administrator manuals, technical diagrams and configuration documentation.

4.6.5 Provide a handover pack containing the asset and equipment register, serial numbers, licences, warranties, configuration records, network diagrams, integration/API documentation, backup and recovery procedures and support escalation details

4.7 SUPPORT, MAINTENANCE AND FAULT RESPONSE

4.7.1 Provide a single point of contact for PABX, contact centre, endpoints, SBC, integrations and OEM escalation.

4.7.2 Identify and resolve system faults and provide replacement of defective components and consumables in accordance with the applicable warranty, rental and support arrangements.

4.7.3 Provide supply and installation of replacement parts and warranty support for replaced components. Any chargeable replacement or consumable must be approved by WCLA in writing before procurement or installation.

4.7.4 Provide monthly reports detailing incidents, response and resolution times, system availability, recurring faults, maintenance performed, outstanding risks and recommendations.

4.7.5 The minimum fault response and resolution requirements are as follows. Bidders must confirm compliance and may propose improved service levels. Any proposed deviation must be clearly identified.

INCIDENT TYPE	RESPONSE TIME	RESOLUTION TIME
Critical system failure	3 hours	24 hours
Major system issue	5 hours	48 hours
Minor faults	24 hours	72 hours

5. CONTRACT PERIOD

The contract will be valid for a period for a period of forty-eight (48) months, subject to performance and budget availability.

6. CONFIDENTIALITY

All information relating to the Authority, its officials and other stakeholders associated with the Authority and shall remain confidential and shall not be disclosed without the prior written consent of the Authority unless required by law.

7. MANDATORY REQUIREMENT

Bidders must comply with the below mandatory requirements to proceed to be evaluated further. Each bidder must submit the required documents as part of their proposal. Failure to submit the required documents may result in the RFP submission being disqualified.

No	Mandatory requirements	Service provider must either tick / confirm compliance with each requirement
1.	NOMINATION AND CONFIRMATION OF AN ACCOUNT/ LIASON MANAGER/ OFFICIAL Bidder must nominate and provide written confirmation of the dedicated account manager/liaison manager who will service the WCLA contract. The submission must include the individual's full name, designation, contact details and a brief summary of relevant experience. The dedicated liaison manager will serve as the primary point of contact between the bidder, third-party service providers and WCLA for the coordination and management of support services, including the logging and follow-up of warranty issues with the OEM and other related services throughout the contract period. In the event of their absence, interim liaison personnel must be available.	
2.	EVIDENCE OF OEM ACCREDITATION The bidder must submit current proof of OEM accreditation, such as a certificate, partnership agreement or authorisation, ownership for the proposed PABX and Contact Centre solution. Alternatively, where the bidder intends to provide the proposed equipment or software through an authorised OEM channel partner, proof of that supplier's authorised status must be submitted.	

8. FUNCTIONALITY CRITERIA

Only bidders that have complied with all mandatory requirements will be evaluated for functionality. Functionality will be evaluated out of a maximum of 100 points.

Bidders must obtain a minimum score of 70 points for functionality to qualify for further evaluation on Price and Specific Goals in accordance with the Preferential Procurement Regulations, 2022.

REFERENCE LETTERS: RELEVANT EXPERIENCE (REFERENCE LETTERS / ANNEXURE A / CLIENT PERFORMANCE EVALUATION) SERVICE PROVIDERS MUST DEMONSTRATE PROVEN EXPERIENCE TO THOSE REQUIRED UNDER THIS TENDER SPECIFICATION, INCLUDING: ✓ The supply, delivery, installation, configuration, integration and commissioning of PABX and/or IP telephony solutions. ✓ The implementation and integration of Contact Centre solutions, including call routing, queue management, call recording and reporting functionalities. ✓ The provision of technical support, maintenance, upgrades and related services for PABX and Contact Centre environments. IMPORTANT INSTRUCTION BIDDERS MAY SUBMIT EVIDENCE UNDER OPTION 1, OPTION 2 OR OPTION 3. ONLY ONE OPTION IS REQUIRED FOR EVALUATION UNDER THIS CRITERION. OPTION 1: REFERENCE LETTERS Bidders must submit reference letters from clients for whom similar services have been rendered. Reference letters must be on the client's official letterhead and include: ✓ Description of services rendered; ✓ Contract period; ✓ Contactable client details; ✓ Confirmation of satisfactory performance ✓ Contract value (where available) ✓ Contact details of the delegated client representative (name and surname, designation/position, telephone number and, or email address) OR OPTION 2: ANNEXURE A – LIST OF PREVIOUS CLIENTS (AFFIDAVIT) NB: If reference letters or Client performance evaluation are not submitted, bidders must instead complete and submit Annexure A – "Affidavit: List of Previous Clients", attached separately to this tender specification. Bidders selecting this option must comply with the following: ✓ The list must be completed based on the **prescribed Annexure A in its format.** ✓ PLEASE NOTE: LIST SUBMITTED IN ANY OTHER FORMAT (INCLUDING WITHIN THE PROPOSAL DOCUMENT), ASIDE FROM VALID REFERENCE LETTERS AS PER OPTION, WILL NOT BE CONSIDERED, AND NO FUNCTIONALITY POINTS WILL BE AWARDED TO THE BIDDER FOR THIS CRITERION.	MAXIMUM POINTS: 40 POINTS 4 or more reference letters/ performance evaluation = 40P 3 reference letters/ performance evaluation = 30P 2 references letter/ performance evaluation = 20P 1 references letter/ performance evaluation = 10P No valid references / performance evaluation / Annexure B submitted= 0P

- ✓ Annexure A must include, for each client listed:
- ✓ Name of the organisation/client;
- ✓ Nature of the procurement or service rendered as required or similar;
- ✓ Contract period (or start and end dates); and
- ✓ Contactable client details (working email address and, or telephone number).

THE ANNEXURE A MUST BE SIGNED BY A DULY AUTHORISED OFFICIAL OF THE SERVICE PROVIDER AND COMMISSIONED AS AN AFFIDAVIT BY A COMMISSIONER OF OATHS. OTHERWISE, THE AFFIDAVIT WILL NOT BE ACCEPTED.

OR

OPTION 3: CLIENT PERFORMANCE EVALUATION

Performance evaluation must be submitted and signed by the client for whom the services were rendered and must contain, at a minimum, the following information:

- ✓ Name of the client organisation/entity.
- ✓ Name and designation of the client contact person.
- ✓ Contact telephone number or Email of the client contact person.
- ✓ Description of the services provided by the bidder.
- ✓ Contract commencement, completion date, or an indication that the contract is ongoing.
- ✓ Name of the service provider (bidder) that rendered the services.
- ✓ Signature of the authorised representative of the client.
- ✓ Date on which the reference or performance evaluation was signed.

Important Note for Evaluation Purposes

For the purposes of functionality evaluation, submissions made under Option 2 (Annexure A – Affidavit: List of Previous Clients) and Option 3 (Client Performance Evaluation) shall be assessed on the same basis as reference letters submitted under Option 1.

For Option 2, each client listed on the duly completed, signed and commissioned Annexure A – Affidavit: List of Previous Clients shall be regarded as equivalent to one (1) reference letter for scoring purposes.

For Option 3, each valid Client Performance Evaluation submitted in respect of a client shall be regarded as equivalent to one (1) reference letter for scoring purposes.

The Affidavit (Option 2) and the Client Performance Evaluation (Option 3) serve as formal declarations that the information provided is accurate, valid and truthful. The Western Cape Liquor Authority reserves the right to verify any information submitted with the relevant client(s). Where the information cannot be verified, or is found to be false, misleading or materially incorrect, the Authority reserves the right not to award functionality points for the affected submission and may take any further action permitted in terms of the applicable procurement prescripts and the law.

BUSINESS PROFILE The bidder must submit a comprehensive business profile demonstrating its suitability, capacity, and experience to provide the required service(s)/item(s): **The business profile should include, at a minimum:** • Business background, organisational structure, and core business activities and technical capabilities relevant to the services required. (1 – 5 Points), • Relevant experience and previous projects (current and previous) aligned to the requested services/items (1-3 Points), • Number of years in operation providing services similar to those required under this RFP, with a minimum of two (2) years' relevant operational experience (1– 2 points). The alignment of the business profile to the requested goods and services will be considered.	MAXIMUM POINTS = 10 POINTS **Proposal is Good**= 6 - 10P **Proposal is average** = 1 - 5P **No Submission** = 0P
IMPLEMENTATION PLAN The bidder shall submit a comprehensive, practical and project-specific Implementation Plan demonstrating its understanding of the WCLA's operational and technical requirements and its ability to successfully supply, install, configure, integrate, commission and support the proposed PABX and Contact Centre Solution throughout the duration of the contract. The Implementation Plan must clearly describe how the bidder intends to deliver the requirements set out in the Scope of Work and must address, at a minimum, the following: **SOLUTION DESIGN AND TECHNICAL APPROACH (0–8 POINTS):** The bidder must provide a detailed description of the proposed solution and how it will meet the WCLA's requirements, including: ✓ Proposed PABX and Contact Centre architecture, including the configuration and capacity of the solution to support the WCLA's current and anticipated operational requirements (0–3 points). ✓ Explanation of how the proposed solution will support call routing, call queues, call transfers, voicemail, call recording, reporting and other required Contact Centre functionalities (0–3 points). ✓ Proposed system scalability, flexibility and ability to accommodate future expansion or additional users and functionality (0–2 points) **PROJECT MANAGEMENT AND IMPLEMENTATION METHODOLOGY (0–6 POINTS):** The bidder must provide a detailed project execution methodology covering the activities required from contract commencement to final commissioning, including: ✓ Project governance arrangements, including the appointment of a project manager and allocation of project resources (0–1 point). ✓ Clearly defined implementation phases, activities, deliverables and timelines (0–2 points). ✓ Coordination with the WCLA's designated officials and relevant ICT stakeholders throughout implementation (0–1 point). ✓ Identification of key project dependencies, risks and mitigation measures (0–1 point).	MAXIMUM POINTS = 50 POINTS **Proposal is excellent** = 36 - 50P **Proposal is Satisfactory**= 26 - 35P **Plan is average** = 16 – 25P **Proposal is poor**= 1 – 15P **No Submission** = 0P

- ✓ Progress monitoring, project reporting and management of implementation challenges (0–1 point).

INSTALLATION, CONFIGURATION AND COMMISSIONING (0–6 POINTS)

The bidder must explain its approach to the supply, installation, configuration and commissioning of the solution, including:

- ✓ Installation and configuration of the PABX equipment and associated hardware purchased by the WCLA (0–2 points).
- ✓ Configuration and deployment of rented or service-provider-supplied equipment, including voice gateways, routers and other applicable components (0–2 point).
- ✓ Testing and commissioning of the complete solution to confirm that all components operate as required (0–2 points).

INTEGRATION AND MIGRATION STRATEGY (0–5 POINTS):

The bidder must provide a clear methodology for integrating the proposed solution with the WCLA's existing systems and migrating from the existing telephony environment, including:

- ✓ Proposed approach to integration with the WCLA's existing licensing system (LMATS) (0–2 points).
- ✓ Measures to minimise downtime and ensure continuity of telephone and Contact Centre services during migration (0–2 points).
- ✓ Contingency arrangements in the event of migration or integration failure (0–1 point)

TESTING, QUALITY ASSURANCE AND USER ACCEPTANCE (0–5 POINTS):

The bidder must describe its testing and quality assurance methodology, including:

- ✓ Proposed testing procedures for voice quality, call routing, extensions, call transfers, call queues, recording and reporting functionalities (0–2 points).
- ✓ Testing of integrations and verification that the solution meets the WCLA's technical and operational requirements (0–1 point).
- ✓ User Acceptance Testing (UAT), including the involvement of designated WCLA officials and the resolution of identified defects (0–1 point).
- ✓ Formal commissioning and sign-off procedures before the solution is accepted for operational use (0–1 point).

TRAINING AND KNOWLEDGE TRANSFER (0–3 POINTS):

The bidder must provide a training and knowledge-transfer plan covering:

- ✓ Training for WCLA officials who will administer the PABX and Contact Centre solution (0–1 point).
- ✓ User training on the operation and use of the telephony and Contact Centre functionalities (0–1 point).
- ✓ Provision of user manuals, administrator guides, technical documentation and relevant configuration records (0–1 point).

PROJECT RISK MANAGEMENT AND BUSINESS CONTINUITY (0–3 POINTS):

The bidder must demonstrate how implementation risks and potential service interruptions will be managed, including:

- ✓ Identification of key technical and operational implementation risks and proposed mitigation measures (0–1 point).
- ✓ Disaster recovery, backup and restoration arrangements for the proposed solution (0–2 points).

HANDOVER AND DOCUMENTATION (0–2 POINTS):

The bidder must describe the formal handover process following implementation, including:

- ✓ Handover of technical documentation, system configurations, network diagrams, asset information and equipment details relevant to the solution (0–1 point).
- ✓ Final implementation report, confirmation of completed deliverables and formal handover to the WCLA's designated officials (0–1 point).

SUPPORT, MAINTENANCE AND SERVICE LEVEL MANAGEMENT (0–12 POINTS):

The bidder must provide a comprehensive Support and Maintenance Plan demonstrating its ability to maintain the availability, reliability and performance of the PABX and Contact Centre Solution throughout the contract period

The plan must address:

- ✓ Technical support arrangements (0–2 points): Availability of technical support, support channels, operating hours and procedures for logging and tracking incidents.
- ✓ Incident management and response times (0–3 points): Proposed incident classification, prioritisation, escalation procedures and response and resolution times for critical, high, medium and low-priority incidents.
- ✓ Corrective maintenance (0–2 points): Approach to system health checks, fault diagnosis, repairs and corrective maintenance.
- ✓ System monitoring and availability (0–2 points): Arrangements for monitoring system performance, identifying potential failures and ensuring service availability.
- ✓ Software updates and upgrades (0–1 point): Procedures for managing software updates, security patches, upgrades and configuration changes.
- ✓ Reporting and service reviews (0–1 point): Frequency and content of service reports, including incidents, downtime, recurring faults and corrective actions.
- ✓ Continuity of support and technical resources (0–1 point): Availability of suitably qualified technical personnel and arrangements for ensuring continuity of support throughout the contract period.

9. PRICING

9.1 The bidder shall submit a comprehensive pricing schedule in South African Rand (ZAR), inclusive of Value Added Tax (VAT), covering the full four-year contract period.

9.2 All prices must include, where applicable, administration fees, professional service charges, delivery, handling, installation, configuration, commissioning, consumables and any other costs necessary for the complete provision of the required services.

9.3 Bidders must provide separate pricing for once-off costs, equipment and software licence rentals, support and maintenance, call-usage charges and additional services, as indicated in the pricing schedule below.

9.4 All recurring costs must be quoted for each of the four contract years. Where annual price increases are proposed, the bidder must clearly indicate the applicable annual unit prices for each year. Once-off costs must only be reflected in the year in which they are incurred.

9.5 The bidder must ensure that the pricing submitted is comprehensive and that no costs necessary for the successful implementation, operation and maintenance of the proposed solution have been omitted.

	K	W1	W2	W3	W4	K*W1	K*W2	K*W3	K*W4
DESCRIPTION	ESTIMATED QUANTITIES EACH YEAR	UNIT COST in ZAR (VAT INCL.) FOR YEAR 1	UNIT COST in ZAR (VAT INCL.) FOR YEAR 2	UNIT COST in ZAR (VAT INCL.) FOR YEAR 3	UNIT COST in ZAR (VAT INCL.) FOR YEAR 4	TOTAL COST IN ZAR IN YEAR 1	TOTAL COST IN ZAR IN YEAR 2	TOTAL COST IN ZAR IN YEAR 3	TOTAL COST IN ZAR IN YEAR 4
ONCE- OFF COST									
Supply, delivery, installation, configuration and commissioning of the PABX and telephony system.	1		0	0	0		0	0	0
Total Once-off Cost for the number porting	1		0	0	0		0	0	0
Supply and Delivery of wireless headsets	120		0	0	0		0	0	0
Installation, configuration and commissioning of the PABX and telephony system	1		0	0	0		0	0	0
Installation and configuration of Contact Centre solution	1		0	0	0		0	0	0

Training and knowledge transfer	1		0	0	0		0	0	0
Supply, delivery, configuration and commissioning of IP TELEPHONES									
Switchboard (License)	2								
Call centre	3								
Supervisor	5								
General	110								
Supply, delivery and installation (including accessories i.e. cabling and brackets) of 55inch Smart TV – Samsung 55-inch U8000F 4K Crystal UHD Smart TV or equivalent	5								
Supply, delivery and installation (including accessories i.e. Cabling and brackets) of 65-inch Samsung H5000F HD Smart TV or equivalent.	1								
Supply, delivery and installation (including accessories i.e. cabling and brackets) of 75-inch Samsung 4K-75U8000F Smart TV or equivalent	1								
EQUIPMENT RENTAL AND SOFTWARE LICENCE COSTS									
Voice gateway rental, inclusive of maintenance and support	12 months								

Router rental, where applicable, inclusive of maintenance and support	12 months								
Contact Centre software licence rental									
Switchboard	2								
Call centre	3								
Supervisor	5								
General	110								
Redundancy line / failover solution rental, where applicable	12 months								
SUPPORT AND MAINTANANCE COST									
PABX system support and maintenance	12 months								
Contact Centre solution support and maintenance	12 months								
Redundancy / failover solution support and maintenance, where not included under rental	12 months								
Software updates, upgrades and security patches, where separately chargeable	12 months								
System monitoring and preventative maintenance, where separately chargeable	12 months								
CALL-USAGE CHARGES									
Mobile Calls –Cost Per second	*25 978.09 Seconds (Annually)								
Local Calls –Cost Per second	*11 648.34 Seconds (Annually)								
National Calls –Cost Per second	*22 826.84 Seconds (Annually)								

ADDITIONAL CHARGES									
Hourly technical call-out rate, where applicable for technical support outside agreed service arrangement	*48-hours Annually								
TOTAL FOR EACH YEAR									

*NB * THESE ARE ESTIMATED QUANTITIES ARE NOT FINAL, GUARANTEED OR BINDING ON THE AUTHORITY AND DO NOT CONSTITUTE A COMMITMENT TO PROCURE THE STATED QUANTITIES. ACTUAL REQUIREMENTS MAY VARY DURING THE CONTRACT PERIOD, DEPENDING ON THE AUTHORITY'S OPERATIONAL NEEDS. THESE WILL BE USED FOR THE PURPOSES OF PRICE EVALUATION.*

10. SECTION B: RIGHTS RESERVED BY THE WESTERN CAPE LIQUOR AUTHORITY:

Notwithstanding any other provision contained in this Request for Proposal (RFP), the Western Cape Liquor Authority ("WCLA" or "the Authority") reserves the right, subject to the applicable legislation, procurement prescripts to:

a) Accept or reject any bid, including that of the highest-scoring bidder on price and Specific Goals, where objective criteria or any other lawful and justifiable grounds support such decision.

b) Incur no liability for any costs, expenses, losses, damages or claims incurred by bidders arising from their participation in this RFP process, including where the RFP is cancelled, withdrawn, suspended, amended or not awarded.

c) Regard an award as having been made only upon the execution of the formal Contract Form (WCBD 7.1), duly signed and accepted by both the Western Cape Liquor Authority and the successful bidder. Following the execution of the Contract Form, the Authority may issue a Letter of Appointment and/or Purchase Order, or any other written instrument, to facilitate the commencement and administration of the contract. No recommendation, verbal communication, correspondence or notification issued prior to the execution of the Contract Form (WCBD 7.1) shall constitute an award or create any contractual rights or obligations.

d) Award this RFP in whole or in part, to one or more successful bidders, or not make any award, depending on operational requirements, budget availability and the outcome of the evaluation process.

e) Cancel, withdraw, suspend, amend or re-advertise this RFP at any stage of the procurement process where circumstances justify such action, including where prices exceed the available budget, funding is withdrawn, specifications require amendment, or the goods or services are no longer required.

f) Invite bidders to presentations, interviews, demonstrations, clarification sessions, reference checks, due diligence assessments, site inspections or any other process reasonably required to evaluate bids at any stage of the procurement process.

g) Negotiate pricing, contractual terms, delivery arrangements, or other conditions with the preferred bidder, provided that such negotiations do not materially alter the original scope of work or compromise the principles of fairness, transparency, competitiveness, and cost-effectiveness.

h) Verify any information, documentation, declarations, qualifications, certifications, references or representations submitted by a bidder and contact any person, institution, client or organisation for verification purposes.

i) Reject any bid where false, misleading or fraudulent information has been submitted, where the bidder fails a due diligence assessment, is prohibited or restricted from contracting with an organ of state, has an actual or potential conflict of interest that cannot be appropriately managed, or where objective evidence indicates that awarding the contract would expose the Authority to material legal, financial, operational or reputational risk.

j) Correct any clerical, administrative, computational, typographical, or procedural errors identified in the RFP documentation or during any stage of the procurement process, provided that such corrections do not materially prejudice any bidder.

k) Request additional information, clarification, documentary proof, or supporting evidence in respect of any aspect of a bidder's submission.

l) Conduct inspections of a bidder's business premises, facilities, systems, resources, personnel, operational capacity or any other aspect relevant to the bidder's ability to successfully perform the contract where deemed necessary.

m) Request audited annual financial statements, management accounts, bank confirmations or any other information reasonably required to assess a bidder's financial standing and capacity to perform the contract.

n) Request samples, demonstrations, prototypes, proof of concept, trial access or any other verification reasonably required to assess goods, services, software, equipment or solutions offered by a bidder.

o) Decline to award a contract where the proposed goods, services, software, equipment or solutions are incompatible with the Authority's existing systems, infrastructure, operational requirements, security standards or would result in disproportionate migration, integration, maintenance, licensing or replacement costs.

p) Increase or decrease the estimated quantities, volumes or service requirements specified in this RFP, where such adjustments remain within the original scope of the contract, are supported by operational requirements and available budget, and comply with all applicable procurement legislation and prescripts.

q) Utilise the rates, prices or unit costs submitted by the successful bidder for additional quantities or requirements falling within the original scope of this RFP, subject to delegated authority, budget availability, approved price adjustments where applicable, and compliance with all applicable procurement legislation and prescripts.

11. CONTRACT FORMATION AND GOVERNING DOCUMENTS

A legally binding contractual relationship shall arise only upon the Western Cape Liquor Authority's ("WCLA") acceptance of the successful bidder's bid through the execution of the WCBD 7.1 Contract Form by both parties and, where applicable, the issuance of a Letter of Appointment, Purchase Order, and/or the execution of a Service Level Agreement (SLA)/Special Conditions of Contract (SCC), or any other written agreement authorised by the WCLA.

The WCBD 7.1 Contract Form shall constitute the primary contract of acceptance and shall be read together with the documents listed below. Where applicable, the SLA, SCC or other written agreement shall supplement the contractual relationship.

Pending the execution of an SLA, SCC or other written agreement, the contractual relationship shall be governed by the following documents:

This Terms of Reference (ToR) / Request for Proposal (RFP);

- WCBD 7.1 Contract Form
- The General Conditions of Contract (GCC) issued in terms of Treasury Regulation 16A under the Public Finance Management Act, 1999 (Act No. 1 of 1999) (PFMA);
- The Purchase Order and/or Letter of Appointment;
- The successful bidder's proposal and pricing schedule;

The ToR and GCC provisions are incorporated into and form part of the Contract. In the event of any inconsistency or conflict between the ToR and the GCC, the provisions of this ToR shall prevail. Where applicable, any SLA/SCC, or other specific contractual agreement concluded between WCLA and the appointed service provider shall supplement the ToR and GCC and, in the event of any inconsistency or conflict, the provisions of the SLA/SCC, or other specific contractual agreement shall prevail to the extent of such inconsistency or conflict.

For the avoidance of doubt, the order of precedence shall be:

- Service Level Agreement (SLA) / Special Condition of Contract (SCC)
- WCBD 7.1 Contract Form
- This Terms of Reference (ToR) / Request for Proposal (RFP);
- The Purchase Order and/or Letter of Appointment;

- The General Conditions of Contract (GCC) issued in terms of Treasury Regulation 16A under the Public Finance Management Act, 1999 (Act No. 1 of 1999) (PFMA);
- The successful bidder's proposal and pricing schedule;

By submitting a proposal, bidders acknowledge and agree that WCLA shall not be liable for payment for any services rendered outside the approved scope of work unless such services have been authorised in writing and a valid Purchase Order has been issued by a duly authorised SCM official or through the official SCM email address designated by WCLA, and such services have been procured in accordance with all applicable procurement legislation, regulations, and prescripts.

12. EVALUATION CRITERION:

Bid proposals will be evaluated in a maximum of four (4) phases, as applicable to this Request for Proposal (RFP). The applicable evaluation phases and requirements will be clearly set out in the Specification/Terms of Reference.

PHASE 1: ADMINISTRATIVE COMPLIANCE AND RESPONSIVENESS

All bids received will first be evaluated to determine their administrative compliance and responsiveness to the requirements of this RFP. This phase includes, but is not limited to, the verification of the submission of all mandatory returnable documents, completed and signed prescribed forms and standard bidding documents, and compliance with the conditions of the bid.

Where a bidder fails to comply with a mandatory administrative requirement, mandatory returnable documents and prescribed mandatory bidding documents, the Authority will deem the bidder to have submitted a non-responsive bid. The WCLA reserves the right to declare the bid non-responsive and exclude it from further evaluation, subject to the applicable legislative and regulatory procurement framework.

PHASE 2: MANDATORY REQUIREMENTS (WHERE APPLICABLE)

Where mandatory requirements have been prescribed in the Specification/Terms of Reference, bidders will be evaluated against those requirements.

Mandatory requirements constitute qualification criteria. A bidder that fails to satisfy any mandatory requirement maybe regarded as non-compliant and might not proceed to the subsequent phases of the evaluation process.

PHASE 3: FUNCTIONALITY EVALUATION (WHERE APPLICABLE)

Where functionality forms part of the evaluation process, bids will be evaluated against the functionality criteria, weightings and minimum qualifying threshold stipulated in the Specification/Terms of Reference.

Only bidders that achieve the prescribed minimum functionality score will qualify to proceed to the Price and Specific Goals evaluation.

PHASE 4: PRICE AND SPECIFIC GOALS EVALUATION

Only bidders that have successfully complied with all applicable preceding evaluation phases will proceed to the Price and Specific Goals evaluation.

This Request for Proposal (RFP) is estimated to have a contract value equal to or below R50 million (inclusive of VAT). Accordingly, bids will be evaluated in terms of the 80/20 preference point system, as prescribed by the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and the Preferential Procurement Regulations, 2022.

13. ALLOCATION OF POINTS:

The maximum points for this bid are allocated as follows;

EVALUATION CRITERION	MAXIMUM POINTS
PRICE	80
SPECIFIC GOALS BASED ON B-BBEE STATUS LEVEL OF CONTRIBUTION	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS MUST NOT EXCEED	100

13.1 ALLOCATION OF SPECIFIC GOALS

In accordance with the Authority's Preferential Procurement Policy, the 20 preference points allocated for Specific Goals shall be awarded based on the bidder's B-BBEE Status Level of Contribution, as follows:

BBBEE Status Level Contributor	Number of Points for 80/20 system
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

CALCULATION OF PRICE AND SPECIFIC GOALS : The following formula will be used to calculate the points for price:

Where $\boldsymbol{PS = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)}$

Ps = Points scored for price of bid/quotation under consideration

Pt = Price of quotation/business proposal under consideration

Pmin = Price of lowest acceptable quotation/business proposal/tender

PROOF REQUIRED TO CLAIM PREFERENCE POINTS

Bidders wishing to claim points for Specific Goals must have a valid and duly completed WCBD 6.1 (Preference Points Claim Form) at the bid closing date and time. The WCBD 6.1 must either be submitted with the bid or already be lodged on the Western Cape Supplier Evidence Bank (WCSEB) and be valid as at the bid closing date and time.

The Authority reserves the right to utilise the bidder's valid WCBD 6.1, WCBD4.1, B-BBEE Status Level Verification Certificate or sworn affidavit, and any other relevant supporting documentation available on the WCSEB for the purposes of evaluating preference points.

Where a bidder elects to rely on documentation available on the WCSEB, the bidder must provide written confirmation with its bid submission that the WCBD 6.1, B-BBEE Status Level Verification Certificate or sworn affidavit, and any other relevant supporting documentation maintained on the WCSEB are true, complete, accurate, current and applicable to this procurement process. Where any document maintained on the WCSEB is no longer valid or applicable, the bidder must submit the updated documentation together with its bid.

Bidders that are not registered on the WCSEB must submit a completed and signed WCBD 6.1 together with valid B-BBEE supporting documentation as part of their bid submission.

Failure to submit valid proof of a B-BBEE Status Level of Contribution shall not result in disqualification; however, the bidder will score zero (0) points for Specific Goals.

13.2 CALCULATION OF TOTAL POINTS

The points awarded for Price and Specific Goals shall be added together to determine the bidder's total score out of one hundred (100) points. All points shall be rounded to two (2) decimal places.

13.3 AWARD OF THE CONTRACT

Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000, the bidder obtaining the highest total number of points will ordinarily be recommended for award, unless objective criteria justify an award to another bidder.

13.4 OBJECTIVE CRITERIA

The Authority reserves the right, in terms of section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000, to recommend the award of the contract to a bidder other than the bidder scoring the highest total points where objective criteria justify such recommendation.

14. EQUAL SCORES

- Where two or more bidders score an equal total number of points, the bidder scoring the highest number of points for Specific Goals shall be ranked higher.
- Should two or more bids remain equal in all respects thereafter, the successful bidder shall be determined by the drawing of lots, conducted in a fair, transparent and auditable manner.

15. PAYMENT TERMS

In accordance with Treasury Regulation 8.2.3 issued under the Public Finance Management Act, 1999 (Act No. 1 of 1999), and unless otherwise provided for in the contract or where a dispute exists regarding the amount claimed, the Authority shall make payment within thirty (30) days of receipt of a valid tax invoice and all supporting documentation, subject to the satisfactory delivery and acceptance of the goods or services, in accordance with the General Conditions of Contract (GCC).

16. TAX STATUS

Bidders must ensure their tax status is compliant on the Central Supplier Database (CSD) and bidders registered on CSD do not need to submit to submit a Tax Compliance Certificate (TCC) to WCLA but are encouraged to verify their tax clearance status prior to their submission of the bid proposal and the remainder period until the award is made. The Authority reserves the right to verify the bidder's tax compliance status through the CSD or other valid and applicable sources.

17. CONTRACT PERIOD

The contract shall commence on the date of appointment and shall remain valid for the period specified in this RPFP, subject to budget availability, satisfactory performance, and the continued operational requirements of the Authority.

18. INTELLECTUAL PROPERTY

Unless otherwise agreed in writing, all reports, documents, data, information and intellectual property developed specifically for the Authority under this contract shall become the property of the Authority upon payment for the services rendered.

19. WORKMEN AND SUPERVISION ON-SITE

The successful bidder shall be responsible for the conduct, supervision and performance of its employees and those of any approved subcontractor throughout the duration of the contract.

By submitting a bid, the bidder warrants that all goods supplied and services rendered under the contract shall be performed in a proper and workmanlike manner and shall remain responsible for rectifying any defects attributable to its workmanship in accordance with the contract or GCC, otherwise, all the rendered services/work is subject to a workmanship guarantee of at least 12-months.

In addition, the successful bidder warrants that the services will be performed with due skill, care and diligence, in accordance with recognised industry standards, the Terms of Reference and the General Conditions of Contract

20. CONTRACT REQUIREMENTS

This RFP, together with the successful bidder's proposal, pricing schedule, WCBD 7.1 Contract Form, the General Conditions of Contract (GCC), and any applicable Service Level Agreement (SLA) or Special Conditions of Contract (SCC), shall constitute the contractual documents governing the contract. Unless otherwise provided for in the Special Conditions of Contract, all prices shall remain fixed for the duration of the contract.

21. BRANDING

Where this RFP refers to a specific brand, trademark, trade name, patent, design, type, origin or manufacturer, such reference shall be deemed to include the words "or equivalent", unless expressly stated otherwise in writing by the Authority to service providers.

22. BID VALIDITY

Any RFP submitted will remain valid, irrevocable, and open for written acceptance by WCLA for a period of 120 days. The RFP will be deemed valid beyond the 120-day period until formal acceptance by WCLA, unless the bidder notifies WCLA in writing of any changes, including additional conditions. Any further conditions introduced by the bidder will be considered at WCLA's sole discretion.

23. COMPLAINTS AND DISPUTE RESOLUTION

Any complaints and dispute Resolution arising from this procurement process shall be dealt with in accordance with the Authority's Supply Chain Management Policy and applicable procurement legislation. In addition, the appeal period will be open for 14- calendar days following the notification of unsuccessful outcome by the Authority.

24. COMMUNICATION

Any request for clarification regarding this RFP shall be submitted in writing to scm@wcla.gov.za, quoting the relevant RFP number. Where appropriate, clarifications or amendments issued by the Authority shall be communicated in writing to all prospective bidders.

All official communication between the Authority and bidders shall be conducted through the Supply Chain Management Unit. The Authority may, where necessary, contact bidders telephonically for administrative purposes; however, any instruction, clarification or request affecting the procurement process shall be confirmed in writing through the scm@wcla.gov.za email.

During the evaluation process, the Authority may request written clarification or additional information from bidders. Such clarification shall not alter the substance of the bid or result in an unfair competitive advantage. Failure to respond within the prescribed period may result in the bid being declared non-responsive.

25. VALUE ADDED TAX (VAT)

Service providers who are VAT-registered must include VAT at the prevailing rate prescribed by the Value-Added Tax Act in their quoted prices/bid proposal. Additionally, VAT must be included in the breakdown pricing within the tender/bid proposal documents.

26. CENTRAL SUPPLIER DATABASE

All bidders wishing to do business with WCLA must register on the Government's Central Supplier Database (CSD) at www.CSD.gov.za, and to include in their submission their CSD Master Registration Number. The recommended bidder(s) must be registered on the CSD prior to an award letter / purchase order / signed contract being issued.

Foreign suppliers with neither South African tax obligations nor history of doing business in South Africa must complete the questionnaire on the Standard Bidding Document (SBD) 1.

27. WESTERN CAPE SUPPLIER DATABASE REGISTRATION

Bidders must be actively registered on the Central Supplier Database (CSD).

The Authority may request bidders to register on the Western Cape Supplier Evidence Bank (WCSEB) where applicable. Bidders registered on the WCSEB are responsible for ensuring that their registration remains active and that all information and supporting documentation maintained on the WCSEB are current, complete and valid throughout the procurement process.

28. ADMINISTRATION

Successful suppliers or service providers must inform the SCM officials immediately upon becoming aware of the circumstances, or as soon as unforeseen circumstances arise that may affect the execution of the awarded contract. The full details of such circumstances, including the delay period, must be provided. The administration and facilitation of the award will be managed by WCLA's Supply Chain Management Unit, and all correspondence should be directed to scm@wcla.gov.za. Orders will be placed by the WCLA unit, which will be responsible for payment to suppliers/service providers for goods delivered and/or services rendered.

29. TRUSTS, JOINT VENTURES, SUBCONTRACTING AND OTHER ARRANGEMENTS

29.1 PROOF OF EXISTENCE OF A TRUST, JOINT VENTURE, CONSORTIUM AND SUBCONTRACTING ARRANGEMENTS:

Where a bidder submits a proposal as a joint venture or consortium (whether incorporated or unincorporated), the bidder shall submit a duly executed Joint Venture or Consortium Agreement setting out, at a minimum, the following:

- Full details of the trustees of the trust;
- Full details of the beneficiaries of the trust; and
- Where a beneficiary is itself a trust, the Trust Deed of that trust or other satisfactory documentary proof of its existence

33.1.1 JOINT VENTURES AND CONSORTIUMS

Where, for the purposes of this RFP, a bidder submits its proposal as a joint venture or consortium (incorporated or unincorporated), the bidder must submit the joint venture /consortium agreement, which sets forth the following details:

- the full legal identification of each participating party;
- the ownership or participation interest of each party, where applicable;
- the precise roles, responsibilities and scope of work to be undertaken by each party;
- the anticipated percentage or value of the contract revenue to be received by each party;
- the appointment and identification of the Lead Partner authorised to represent, bind and act on behalf of the joint venture or consortium in all dealings with the WCLA;
- confirmation that the parties shall be jointly and severally liable to the WCLA for the due performance of all contractual obligations arising from the contract; and
- the authority granted to the Lead Partner to execute documents, receive instructions and act on behalf of all participating parties.

Where the joint venture or consortium is unincorporated

- each participating party shall complete and submit its own WCBD 4.1 (Declaration of Interest) or any other prescribed declaration required by the Authority;
- each participating party shall be actively registered on the Central Supplier Database (CSD); and
- each participating party shall comply with all applicable statutory and procurement requirements.

33.1.2 SUBCONTRACTING ARRANGEMENTS

Where a bidder has entered into, or intends to enter into, a subcontracting arrangement in respect of any portion of the goods or services required under this RFP, the bidder shall disclose such arrangement in its bid submission.

The bidder shall submit the subcontracting agreement where such agreement has already been concluded. Where the agreement has not yet been concluded, the bidder shall provide sufficient details of the proposed subcontracting arrangement

The bidder shall, at a minimum, disclose:

- the name and legal status of each proposed subcontractor;
- the scope of work to be performed by each subcontractor;
- the estimated percentage or value of the contract to be subcontracted;
- where applicable, the B-BBEE Status Level of Contribution of each subcontractor and whether the subcontractor qualifies as an Exempted Micro Enterprise (EME) or Qualifying Small Enterprise (QSE); and
- any other information reasonably required by the WCLA to evaluate the proposed subcontracting arrangement.

The successful bidder shall not subcontract, assign, cede, transfer or otherwise dispose of any material portion of the contract without the prior written approval of the WCLA, except where the subcontracting arrangement was fully disclosed in the bid submission and expressly accepted by the WCLA at the time of contract award.

Approval by the WCLA of any subcontracting arrangement shall not:

- create any contractual relationship between the WCLA and the subcontractor;
- relieve the successful bidder of any contractual obligation owed to the WCLA; or
- limit the WCLA's contractual rights against the successful bidder.

The successful bidder shall remain solely responsible and fully accountable to the WCLA for:

- the proper performance of the contract;
- the acts, omissions, negligence and defaults of its subcontractors;
- ensuring that subcontracted services comply with the requirements of this RFP, the Contract, any applicable Service Level Agreement (SLA), Special Conditions of Contract (SCC), and all applicable legislation.

The WCLA reserves the right, at any stage during the procurement process or contract period, to:

- verify the identity, legal status and capability of any proposed or appointed subcontractor;
- request copies of subcontracting agreements and any amendments thereto;
- request additional information relating to the subcontracted scope of work;
- monitor and evaluate subcontractor participation and performance;
- require periodic reporting on subcontracting activities;
- conduct inspections, due diligence investigations or audits relating to subcontracted work;
- require the successful bidder to take appropriate corrective measures where the performance of a subcontractor adversely affects the delivery of the contract; and
- reject or require the replacement of any subcontractor where there are reasonable grounds to believe that the subcontractor is unable to perform the allocated work, has submitted false or misleading information, has been restricted from doing business with an organ of state, or presents a material legal, financial, operational, governance or reputational risk to the WCLA.

The successful bidder shall ensure that every approved subcontractor complies with all applicable legislation, confidentiality obligations, data protection requirements, health and safety requirements, security requirements and any policies, standards or procedures applicable to the performance of the contract.

Any proposed replacement, substitution or addition of a subcontractor after contract award shall be subject to the prior written approval of the WCLA.

The successful bidder shall immediately notify the WCLA in writing of any material change affecting an approved subcontractor, including but not limited to liquidation, business rescue, deregistration, insolvency, suspension of business operations, loss of required accreditation, or any circumstance that may materially affect the subcontractor's ability to perform its allocated obligations.

Nothing contained in this clause shall be interpreted as limiting the WCLA's rights under the contract or applicable legislation, or as preventing the WCLA from enforcing any contractual remedy available against the successful bidder in respect of the acts or omissions of its subcontractors

30. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No bid will be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appears on the National Treasury's Register for Tender Defaulters or the National Treasury's Database of Restricted Suppliers

31. GOVERNING LAW

This RFP and any resultant agreement shall be governed by the laws of the Republic of South Africa.

PART A

INVITATION TO BID

ZERO-TOLERANCE TO FRAUD, THEFT AND CORRUPTION (ANTI-FRAUD, THEFT AND CORRUPTION)

THE WCG IS COMMITTED TO GOVERN ETHICALLY AND TO COMPLY FULLY WITH ANTI-FRAUD, THEFT AND CORRUPTION LAWS AND TO CONTINUOUSLY CONDUCT ITSELF WITH INTEGRITY AND WITH PROPER REGARD FOR ETHICAL PRACTICES.

THE WCG HAS A ZERO-TOLERANCE APPROACH TO ACTS OF FRAUD, THEFT AND CORRUPTION BY ITS OFFICIALS AND ANY SERVICE PROVIDER CONDUCTING BUSINESS WITH THE WCG.

THE WCG EXPECTS ALL ITS OFFICIALS AND ANYONE ACTING ON ITS BEHALF TO COMPLY WITH THESE PRINCIPLES TO ACT IN THE BEST INTEREST OF THE WCG AND THE PUBLIC AT ALL TIMES.

THE WCG IS COMMITTED TO PROTECTING PUBLIC REVENUE, EXPENDITURE, ASSETS AND REPUTATION FROM ANY ATTEMPT BY ANY PERSON TO GAIN FINANCIAL OR OTHER BENEFIT IN AN UNLAWFUL, DISHONEST OR UNETHICAL MANNER.

INCIDENTS AND SUSPICIOUS ACTIVITIES WILL BE THOROUGHLY INVESTIGATED AND WHERE CRIMINAL ACTIVITY IS CONFIRMED, RESPONSIBLE PARTIES WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF WCLA					
BID NUMBER:	WCLA T002_2026_27	CLOSING DATE:	19 January 2027	CLOSING TIME:	11:00AM
DESCRIPTION	WCLA_T002_2026_27 APPOINTMENT OF A SUITABLY QUALIFIED AND EXPERIENCED SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION, INTEGRATION, COMMISSIONING, SUPPORT AND MAINTENANCE OF A PABX AND INTEGRATED CONTACT CENTRE SOLUTION FOR THE WESTERN CAPE LIQUOR AUTHORITY (WCLA) FOR A PERIOD OF FOURTY-EIGHT (48) MONTHS				
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
Tender Box, 3rd Floor, Sunbel Building, 3 Old Paarl Rd, Bellville, 7530					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	scm@wcla.gov.za	CONTACT PERSON	scm@wcla.gov.za
TELEPHONE NUMBER	N/A	TELEPHONE NUMBER	N/A
FACSIMILE NUMBER	N/A	FAX NUMBER	N/A
E-MAIL ADDRESS	scm@wcla.gov.za	E-MAIL ADDRESS	scm@wcla.gov.za

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FAX NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				

VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		AND	CENTRAL SUPPLIER DATABASE No:	MAAA……..

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] ☐ Yes ☐ No		

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ SERVICES/ WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	*ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?*	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO 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 THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."
	NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

(Proof of authority must be submitted e.g. company resolution)

DATE: ……

PRICING SCHEDULE – FIRM PRICES

(PURCHASES)

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

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

Name of bidder……	Bid number…WCLA T002_2026_27……..
Closing Time 11:00	Closing date……19 January 2027……..

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)

WCLA_T002_2026_27 APPOINTMENT OF A SUITABLY QUALIFIED AND EXPERIENCED SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION, INTEGRATION, COMMISSIONING, SUPPORT AND MAINTENANCE OF A PABX AND INTEGRATED CONTACT CENTRE SOLUTION FOR THE WESTERN CAPE LIQUOR AUTHORITY (WCLA) FOR A PERIOD OF FOURTY-EIGHT (48) MONTHS

Required by: Senior Manager: ICT

At: Western Cape Liquor Authority
Sunbel Building
3 Old Paarl
Bellville

Does the offer comply with the specification(s)? *YES/NO

- If not to specification, indicate deviation(s) ……

- Period required for delivery ……

*Delivery: Firm/not firm

- Delivery basis ……

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

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

PROVINCIAL GOVERNMENT WESTERN CAPE-

WCBD4 FORM

DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Practice Note 4 of 2006 Declaration of Bidders Past SCM Practices-(SDB8), Instruction note Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management, Practice note 7 of 2009/10 - SBD 4 Declaration of Interest, Practice Note 2010 Prohibition of Restrictive practices SBD9, Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicablelegislation.

2. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG)via the electronic Procurement Solution(ePS).

3. Definitions

"**bid**" means a bidder's response to an institution's invitation to participate in a procurement process which may include a bid, price quotation or proposal;

"**Bid rigging (or collusive bidding)**" occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors;

"**business interest**" means -

a. a right or entitlement to share in profits, revenue or assets of anentity;

b. a real or personal right in property;

c. a right to remuneration or any other private gain or benefit, or

d. includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of theseparagraphs;

"**Consortium or Joint Venture**" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

"**Corruption**"- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly-

a) accepts or agrees or offers to accept an!' gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or

b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., to act personally or by influencing another person so to act, in a manner—

I. that amounts to the-

(aa) illegal. dishonest. unauthorized. incomplete. or biased: or

(bb) misuse or selling of information or material acquired during the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation:

II. that amounts to-

(aa) the abuse of a position of authority;

(bb) a breach of trust; or

(cc) the violation of a legal duty or a set of rules;

III. designed to achieve an unjustified result; or

IV. that amounts to any other unauthorized or improper inducement to do or 45 not to do anything. of the, is guilty of the offence of corruption

"**CSD**" means the Central Supplier Database maintained by National Treasury;

"**employee**", in relation to –

a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and

b) a public entity, means a person employed by the public entity;

entity' means any -

a) association of persons, whether incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or

b) sole proprietorship;

''**entity conducting business with the Institution**' means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the province;

"**Family member**" means a person -

a) spouse; or

b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

intermediary' means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

"**Institution**" means –

a provincial department or provincial public entity listed in Schedule 3C of the Act;

"**Provincial Government Western Cape (PGWC)**" means

a) the Institution of the Western Cape, and

b) a provincial public entity;

"**RWOEE**" means -

Remunerative Work Outside of the Employee's Employment

spouse' means a person's -

a) partner in marriage or civil union according to legislation;

b) partner in a customary union according to indigenous law; or

c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.

4. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.

a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:

I. resigned as an employee of the government institution or;

II. cease conducting business with an organ of state or;

III. resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution

5. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.

6. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.

7. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:

a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

8. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.

9. 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.

SECTION A: DETAILS OF THE ENTITY		
	CSD Registration Number	*MAAA*
	Name of the Entity	
	Entity registration Number *(where applicable)*	
	Entity Type	
	Tax Reference Number	
Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in Table A below.		

TABLE A

FULL NAME	DESIGNATION *(Where a director is a shareholder, both should be confirmed)*	IDENTITY NUMBER	PERSONAL TAX REFERENCE NO.	PERCENTAGE INTEREST IN THE ENTITY

SECTION B: DECLARATION OF THE BIDDER'S INTEREST *The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of the state, who either individually or as a director of a public or private company or a member of a close corporation, seek to conduct business with the WCG, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13 (c).* *Furthermore, an employee employed by an organ of state conducting remunerative work outside of the employee's employment should first obtain the necessary approval by the delegated authority (RWOEE), failure to submit proof of such authority, where applicable, may result in disciplinary action.*			
B1.	Are any persons listed in Table A identified on the CSD as employees of an organ of state? ***(If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)***	NO	YES
B2.	Are any employees of the entity also employees of an organ of state? ***(If yes complete Table B and attach their approved "RWOEE")***	NO	YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? ***(If yes complete Table B)***	NO	YES

TABLE B

Details of persons (family members) connected to or employees of an organ of state should be disclosed in Table B below.

FULL NAME OF EMPLOYEE	IDENTITY NUMBER	DEPARTMENT/ ENTITY OF EMPLOYMENT	DESIGNATION/ RELATIONSHIP TO BIDDER**	INSTITUTION EMPLOYEE NO./ PERSAL NO. (*Indicate if not known*)

C2. TABLE C

SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES To enable the prospective bidder to provide evidence of past and current performance.			
C1.	Did the entity conduct business with an organ of the state in the last twelve months? (If yes complete Table C)	NO	YES

Complete the below table to the maximum of the last 5 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT

C3.	Are the entity or its principals listed on the National Database ascompanies or persons prohibited from doing business with the public sector?	NO	YES
C4.	Are the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention andCombating of Corrupt Activities Act (No. 12 of 2004)? *(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.)*	NO	YES

C5.	If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?	NO	YES	N/A
C6.	Were the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?		NO	YES
C7.	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		NO	YES

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

This form must be signed by a duly authorized representative of the entity in the presence of a commissioner of oaths.

I, ... hereby swear/affirm;

i. that the information disclosed above is true and accurate;

ii. that I understand the content of the document;

iii. The entity undertakes to independently arrive at any offer at any time at the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to the Institution.

iv. that the entity or its representative is aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract.

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

1.1 Do you know and understand the contents of the declaration? ANSWER: .....

1.2 Do you have any objection to taking the prescribed oath? ANSWER: .....

1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:.....

1.4 Do you want to make an affirmation? ANSWER: .....

2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was place thereon in my presence.

.....

SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ..... ex officio: Republic of South Africa

Date:..... Place .....

Business Address: .....

WCBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENT INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

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1. DEFINITIONS

1.1 "**Acceptable tender**" means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.

1.2 "**Affidavit**" is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.

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

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

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

1.6 "**Bid**" means a written offer on the official bid documents or invitation of price quotations and "tender" is the act of bidding /tendering;

1.7 "**Code of Good Practice**" means the generic codes or the sector codes as the case may be;

1.8 "**Consortium or joint venture**" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

1.9 "**Contract**" means the agreement that results from the acceptance of a bid by an organ of state;

1.10 "**EME**" is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.

1.11 "**Firm price**" means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

1.12 "**Large Enterprise**" is any enterprise with an annual total revenue above R50 million;

1.13 "**Non-firm prices**" means all prices other than "firm" prices;

1.14 "**Person**" includes a juristic person;

1.15 "**Price**" **means an amount of money tendered for goods or services, and** includes all applicable taxes less all unconditional discounts;

1.16 **proof of B-BBEE status level contributor" means-**

a) The B-BBEE status level certificate issued by an authorized body or person;

b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or

c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.

1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;

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

1.19 "**Sub-contract**" means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.

1.20 "**Tender**" means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;

1.21 "**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;

1.22 **"The Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);

1.23 "**The Regulations**" means the Preferential Procurement Regulations, 2022;

1.24 **total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette on 11 October 2013;*

1.25 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

1.26 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

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

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

2.2 Preference point system for this bid:

a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point

system shall be applicable; or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

2.3 Preference points for this bid (even in the case of a tender for income-generating contracts) shall be awarded for:

a) Price; and

b) B-BBEE Status Level of Contribution.

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

	POINTS
PRICE	80
SPECIFIC GOALS (B-BBEE STATUS LEVEL OF CONTRIBUTOR)	20
Total points for Price and Specific Goals (B-BBEE must not exceed)	100

2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

3. ADJUDICATION USING A POINT SYSTEM

3.1 Subject to Section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the **bidder obtaining the highest number of total points** will be awarded the contract.

3.2 A tenderer must submit proof of its B-BBEE status level of contributor to claim points for B-BBEE.

3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:

a) points out of 80 for price; and

b) 0 points out of 20 for B-BBEE

3.4 Points scored must be rounded off to the nearest 2 decimal places.

3.5 If two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.6 As per section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.

3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

4.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

80/20

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

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

5.1 POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

or

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

6.1 In terms of WCG interim strategy, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

6.2 An ***EME*** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission

6.3 A ***QSE that is less than 51 per cent (50% or less) black owned*** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.

6.4 A ***QSE that is at least 51 per cent black owned (51% or higher)*** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.

6.5 A ***large enterprise*** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.

6.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

6.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.

6.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7. BID DECLARATION

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

8. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 6

8.1 B-BBEE Status Level of Contribution……. =.....*(maximum of 20 points)*

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 6.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

9. SUB-CONTRACTING

9.1 Will any portion of the contract be sub-contracted? YES/NO *(delete which is not applicable)*

9.1.1 If yes, indicate:

I. what percentage of the contract will be subcontracted? ..... %

II. the name of the sub-contractor? ……..

III. the B-BBEE status level of the sub-contractor? ……..

IV. whether the sub-contractor is an EME or QSE? YES/NO (*delete which is not applicable)*

9.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFP that a portion of that contract will be sub- contracted.

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity: ……..

10.2 VAT registration number: ……

10.3 Company Registration number: ……..

10.4 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 [SELECT APPLICABLE ONE]

10.5 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I/we acknowledge that:

(a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.

(b) As set out in Section 13O of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:

(i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;

(ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;

(iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or

(iv) engages in a fronting practice.

(c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 10.5 (a) above will be reported to an appropriate law enforcement agency for investigation.

(d) Any person convicted of an offence by a court is liable in the case of contravention of 10.5 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10 per cent of its annual turnover.

(e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may 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.

(f) The purchaser may, in addition to any other remedy it may have –

(i) disqualify the person from the bidding process;

(ii) recover costs, losses or damages it has incurred or suffered because of that person's conduct;

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

(iv) forward the matter for criminal prosecution.

(g) The information furnished is true and correct.

(h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

……..

DATE:

……

ADDRESS:

……

……

WITNESSES:

1. ……

2. ……

WCBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS/SERVICES

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

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

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

   I. Bidding documents, via

      -Invitation to bid;

      -Tax clearance certificate;

      -Pricing schedule(s);

      -Technical Specification(s);

      -Preference claims for Broad-Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017; [WCBD 6.1]

      -Declaration of Interest; Declaration of bidder's past SCM practices and Certificate of Independent Bid Determination [WCBD 4]

      Special Conditions of Contract;

   II. General Conditions of Contract; and

   III. Other (specify)

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

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

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

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

NAME (PRINT .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

1 .....

2. .....

DATE: .....

WCBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS/SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

2. An official order indicating delivery instructions is forthcoming.

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

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

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

SIGNED AT ……ON……..

NAME (PRINT) ……..

SIGNATURE ……..

OFFICIAL STAMP

WITNESSES

1. ……..

2. ……..

DATE ……..

GENERAL CONDITIONS OF CONTRACT (GCC)

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 about 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

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 between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "**Contract price**" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "**Corrupt practice**" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

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

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

1.7 "**Day**" means calendar day.

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

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

1.10 "**Delivery into consignee 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 the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

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

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

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

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

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

1.21 **"Purchaser"** means the organization purchasing the goods.

1.22 **"Republic"** means the Republic of South Africa.

1.23 **"SCC"** means the Special Conditions of Contract.

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

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

2. Application

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

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

2.3 Where such special conditions of contract conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

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

b) a cashier's or certified cheque

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

8. 8. Inspections, tests and analyses

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

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the supplier's 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 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' 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 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) (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

d) (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

e) (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 the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

a) such spare parts as the purchaser may elect to purchase from the supplier provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

b) in the event of termination of production of the spare parts:

I. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

II. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, except for 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 a written amendment signed by the parties concerned.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

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

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

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

22. Penalties

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

23. Termination for default

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

a) if the supplier fails to deliver any or all 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 the 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 period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

I. the name and address of the supplier and / or person restricted by the purchaser;

II. the date of commencement of the restriction

III. the period of restriction; and

IV. the reasons for the restriction.

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

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

the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti- dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

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

a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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.