



**DEPARTMENT OF WATER AND SANITATION
REPUBLIC OF SOUTH AFRICA**

DUE AT 11:00 ON

[18 JUNE 2015]

(CLOSING DATE)

[WD1049 WTE]

**ESTABLISHMENT OF CUSTOMER
RELATIONS MANAGEMENT (CRM) FOR THE
DEPARTMENT OF WATER AND
SANITATION**

COMPULSORY BRIEFING SESSION
DEPARTMENT OF WATER AND SANITATION
EMANZINI BUILDING G18
03 JUNE 2015
@ 11H00 am

SUBMIT TENDER DOCUMENT

TO

OR

POSTAL ADDRESS:
DIRECTOR-GENERAL: WATER & SANITATION
PRIVATE BAG X 313
PRETORIA,0001

TO BE DEPOSIT IN:
THE TENDER BOX AT THE ENTRANCE
OF ZWAMADAKA BUILDING
157 FRANCIS BAARD STREET
(FORMERLY SCHOEMAN STREET)
PRETORIA,0002

TENDERER: (Company address and stamp)

COMPILED BY: DEPARTMENT OF WATER AND SANITATION

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)

BID NUMBER: **WP1049-WTE**

CLOSING DATE: **18 JUNE 2015**

CLOSING TIME: **11:00**

DESCRIPTION: **ESTABLISHMENT OF CUSTOMER RELATIONS MANAGEMENT (CRM) FOR THE DEPARTMENT OF WATER AND SANITATION**

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

BID DOCUMENTS MAY BE POSTED TO:

DEPARTMENT OF WATER & SANITATION

PRIVATE BAG 313
PRETORIA
0001

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

DEPARTMENT OF WATER & SANITATION

157 FRANCIS BAARD STREET
ZWAMADAKA BUILDING
GROUND FLOOR
PRETORIA
0001

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER
POSTAL ADDRESS
STREET ADDRESS
TELEPHONE NUMBER	CODE.....NUMBER.....
CELLPHONE NUMBER
FACSIMILE NUMBER	CODE NUMBER.....
E-MAIL ADDRESS
VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2)

YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)

YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....☐
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR.....☐
A REGISTERED AUDITOR☐
[TICK APPLICABLE BOX]

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?
NO

YES or

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: WATER AND SANITATION

Contact Person: Anele Ndamase, Julia Dirane, Sekgothe Nicodemus, Hlazo Thembeka, Plaatjie Nomthandazo

Tel: 012 336 7432, 7780, 7418, 7066 and 8364

Fax: 012 336 6963

E-mail address: ndamasea@dwa.gov.za, diranej@dwa.gov.za, sekgothen@dwa.gov.za, hlazot@dwa.gov.za and plaatjen@dwa.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr Norman Mudau

Tel: 012 336 7025

Fax:

E-mail address: mudauno@dwa.gov.za

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.



TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate**Purpose**

Select the applicable option Tenders Good standing

If "Good standing", please state the purpose of this application

Particulars of applicantName/Legal name
(Initials & Surname
or registered name)Trading name
(if applicable)

ID/Passport no

Company/Close Corp.
registered no

Income Tax ref no

PAYE ref no 7

VAT registration no 4

SDL ref no L

Customs code

UIF ref no U

Telephone no

Fax
no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax
no

E-mail address

Physical address

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
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Audit

Are you currently aware of any Audit investigation against you/the company? YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer Date

Name of applicant/Public Officer

Notes:

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...

As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

SBD 3.2

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

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

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

Name of bidder.....	Bid number : WP1049 - WTE
Closing Time 11:00 am	Closing date: 18 JUNE 2015

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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**DESCRIPTION : SPECIFICATIONS FOR THE ESTABLISHMENT OF A
CUSTOMER RELATIONS MANAGEMENT (CRM) FOR THE DEPARTMENT OF
WATER AND SANITATION (DWS)**

THE BIDDERS BUDGET IS NOT FIRM.

THE BIDDERS PRICE QUATATION MUST INCLUDE THE FOLLOWING:

Item No:	Description	1 st year	2 nd year	3 rd year
1	Development of Customer Relations Management Software	R	R	R.....
2	Acquisition of equipment and furniture	R	R	R
3	Leasing of premise	R	R	R
4	Staff Costs	R	R	R
5	General Administration eg. Telephone, electricity, stationery	R	R	R
6	Initial Setup Cost	R	R	R
7	Monthly Cost	R	R	R
8	<p>Voice termination and the billing rate per minute (billed per second) must be included for the following routes:</p> <ul style="list-style-type: none"> • MTN • Vodacom • Telkom-8*ta • Cell-C • Telkom local • Telkom National 	R	R	R
	<p>TOTAL BID PRICE FOR 3 YEARS (INCLUDING VAT)</p> <p>VAT @ 14%</p>	R	R	R

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, 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 state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars.

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

3 Full details of directors / trustees / members / shareholders.

[illegible]

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the **90/10** system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE	90
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained 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;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“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;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“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;
- 2.16 **“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 9 February 2007;

- 2.17 “**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
- 2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that 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.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 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.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 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.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

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

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm :

9.2 VAT registration number :

9.3 Company registration number :

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider

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

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

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

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)

2.

DATE:.....

ADDRESS:.....

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 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).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 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 authorizes 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.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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 not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been 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 which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- | | |
|---|---|
| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| 18. Contract amendments | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the 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 Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)

**dwaf**Department: Water Affairs
REPUBLIC OF SOUTH AFRICA**VENDOR MASTER MAINTENANCE**Version 2
03-Dec-07

PAGE 1 OF 2

OFFICE USE ONLYCreated by Authorised by Date created
d d m m y yDate authorised
d d m m y y**Section A: Office (DWAF) Requesting Vendor Master (For official use only)**Indicate with an X New Vendor Information ☐Update Vendor Information ☐Office **OFFICE DATE STAMP**Official's Initials and Surname Official's Signature Telephone Fax No. **Section B: Personal Detail of Vendor**Registered Name of Vendor SARS Office (If applicable) Trade Name VAT Number Payment Term Title if Applicable **Section C: Address of Vendor**Postal Address

Street Address

Postal Code Postal Code **Section D: Telephone / Fax Numbers (Vendor Contact Details)**Contact Person (Vendor) E-mail Telephone Number - Area Code with Number Fax Number Mobile number Preferred method of communication
(Please select only one)Facsimile ☐E-mail ☐Post ☐**Section E: Vendor detail**

Supplier Type:

☐
☐
☐Individual
Company
CC☐
☐
☐Department
Trust
Other (Specify)☐ Partnership**Supporting documentation must accompany this form**

VENDOR MASTER MAINTENANCE (CONTINUATION PAGE)

PAGE 2 OF 2

Section F: Vendor's Bank Details

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/We understand that the credit transfers hereby authorised will be processed by computer through a system known as the "ACB ELECTRONIC FUND TRANSFER SERVICE", and I/we also understand that no additional advice of payment will be provided by my/our bank, but details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements)

I/We understand that the Department will supply a payment advice in the normal manner, and that it will indicate the date on which the funds will be made available in my/our account.

This authority may be cancelled by me/us by giving thirty (30) days notice by prepaid registered post.

Please ensure the information is validate as per required bank screens

I/We understand that bank details provided should be exactly as per the records held by the bank.

I/We understand that the Department will not assume responsibility for any delayed payments, as a result of incorrect information supplied.

Initials and Surname of Vendor

Authorised Signature of Vendor

d d m m y y

Registered Name of
Account Holder

Bank Name

Branch Name

Branch Code

Account Number

* ID Number

* Compulsory for individuals

Passport Number

** Company Registration Number

** Compulsory for Companies

*** CC / CK Registration Number

*** Compulsory where applicable

Practice Number

**DATE STAMP OF BANK - CERTIFIED
AS CORRECT****Type of Account - Indicate with X****It is hereby confirmed that this details have
been verified against the following screens:**☐

1

Cheque Account

☐

2

Savings Account

☐

3

Transmission Account

ABSA - CIF Screen
FNB - Hogans System on the CIS4
STD Bank - Look - Up - Screen
Nedbank - Banking Platform under the
Client Details Tab

Initials and Surname (Bank Official) who verified
information against the relevant Bank ScreenBank Branch and Town/City where
information has been verified

d d m m y y

Signature (Bank Official) who verified information

Telephone Number of Branch who verified information

DEPARTMENT WATER AFFAIRS



1. VENDOR MASTER REGISTRATION AND MAINTENANCE

1.1 Supplier detail verification:

National Treasury has implemented an electronic verification system (Safety Web) to verify the banking details of all Vendors with the Commercial Banks.

This means that the Vendor details for verification must be exactly the same as the record of the Banks, e.g.:

a.) Individuals:

Details should not be recorded as "trading as", but as per the records of the particular Bank (*If the name of a vendor with the Bank is in a certain language, capture as it is with the Bank*);

ID number is a compulsory field for individuals (*The Banks do verify the ID number and reject the supplier details if this information is not included or incorrect*).

b.) Close Corporations:

The name must end with CC or BK;

Registration number ends with 23;

If verified details requires a CK in front or the back of the company registration number, e.g. CK1999/123456/23 or 1999/123456/23 CK it should be captured as such.

Estate Late: Must have an ID number (If the account was not closed and a new account opened in Estate Late it will be the same as if the account was opened when the person was still alive.

Attorneys / Doctors ID number (For individuals) or Company registration number (If registered as a CC).

c.) Companies:

Company registration details have to be captured with the slash (e.g. 1195/012564/07);
Use the table below as guideline.

Type of Entity	Company registration number	Wording that should appear in the name
Close Corporation	2000 / 000000 / 23	CC/BK
Private Company	2000 / 000000 / 07	Pty Ltd / Edms Bpk / Eiendoms Beperk / Proprietary Limited / Pty Limited / Proprietary Ltd / Edms Beperk / Eiendoms Bpk
Public Company	2000 / 000000 / 06	Ltd / Bpk / Beperk / Limited
Trust	ITOO/ 00	Not all Trusts have registration numbers and in such a case the ID number must be used.
Incorporated under Section 21	2000 / 000000 / 08	
Incorporated	2000 / 000000 / 21	Inc. <i>ling</i>

Before any details can be captured on Safetyweb, by Head Office for verification, the Vendor must provide the department with the banking details as captured and recorded with their banker. These details must be verified by the Bank against the following screens:

- i. **FNB** - information must be according to the HOGAN System on the CIS4
- ii. **NEDBANK** - Banking Platform under the Client Details Tab
- iii. **ABSA** - information as captured on the CIF screen
- iv. **Standard Bank** - information as per look-up-screen

Please note that the Banks will not provide these screens to the Vendor / Department but will merely validate the Vendor's details against these screens.

1.2

Capturing of Vendor details:

Herewith some standard rules to comply with when capturing Vendor details:

- i. Do not leave spaces and use only numeric characters in the account number field.
- ii. Under no circumstances use the details on the cheque for verification of the name. Departments must verify the registered name of the company at the Bank.

1.3 Vendor master maintenance form:

The attached Vendor Master Maintenance form must be completed by Vendors, Contractors and all Departmental staff that will be incorporated into the Trading Account.

No alterations to the form will be accepted, and the form should not be scanned and e-mailed.

Section A:

To be completed by the relevant Department of Water Affairs Office.

Sections B, C, D and E:

The Vendor must complete all the required fields.

Section F:

The Vendor must complete all required fields. Take note that the section must be fully signed (initials and surname as well as signature) by the Vendor as well as the Bank Official (including bank stamp).

General:

Please note that each SAP Vendor Master form must be supported by **copies** of one of the following documentation:

Persal – Printout of function 4.3.1 (Enquiry: Specific Personal Particulars);

Individual – ID document;

Company – Tax Clearance certificate or CK1 or SARS notice of registration or Tax invoice with printed VAT-number. If not register for VAT an ID document of owner and signed declaration that the company is not registered for VAT.

Please ensure that all the fields are completed and that the information is clearly readable.

1.4 Payment terms:

The payment term defines the terms of cash discount percentages and payment methods.

The Vendor should indicate, in the space provided on the Vendor Master Maintenance Form what their payment terms are, e.g.:

Z007	Payable immediately Due net
Z001	Within 30 days Due net
Z010	Within 30 days 1.5% Discount
Z011	Within 30 days 2% Discount
Z012	Within 30 days 2.5% Discount

Other payment terms will be applied on an ad-hoc basis, but it is the responsibility of the relevant Regional Office / Construction Scheme to negotiate / inform their Vendors of this decision.

1.5 Contact persons:

All completed Vendor Master Maintenance Forms must be returned to the relevant Department Water Affairs.

TERMS OF REFERENCE
ESTABLISHMENT OF A CUSTOMER RELATIONS MANAGEMENT (CRM)
Department of Water and Sanitation

1. INTRODUCTION

The Department of Water and Sanitation (DWS) is mandated by the National Water Act and Water Services Act to perform certain functions on behalf of government. The functions relate to the provision of services related to water and sanitation.

2. BACKGROUND

2.1 As alluded to in the previous paragraph, The Department of Water and Sanitation hereafter referred to as DWS, has been mandated and tasked with among others the following functions by the National Water Act and the Water Services Act.

2.1.1 Both Acts recognise the rights of access to basic water supply and basic sanitation necessary to ensure sufficient water and an environment not harmful to health or well-being.

2.1.2 Being the custodian of the nation's water resources.

2.1.3 Protecting the water resources.

2.1.2 Being the custodian of the nation's water resources.

2.1.3 Protecting the water resources.

2.1.4 Acknowledging that all spheres of Government must ensure that water supply services and sanitation services are provided in a manner which is efficient, equitable and sustainable.

2.1.5 Taking overall responsibility for and authority over the nation's water resources and their use, including the equitable allocation of water for beneficial use, the redistribution of water, and international water matters. This is achieved through a system of issuing water use authorisations to all needy water users.

2.1.6 Recognising that the ultimate aim of water resource management is to achieve the sustainable use of water for the benefit of all.

2.1.7 Recognising that the protection of the quality of water resources is necessary to ensure sustainability of the nation's water resources in the interests of all water users.

2.1.8 Recognising the need for an integrated management of all aspects of water resources and sanitation services and where necessary, delegate management functions to regional level to enable everyone to participate. This is achieved through establishment of water management institutions at local levels.

2.1.9 Ensuring that water resources are made available for all uses in the country, e.g. economic, domestic and industrial uses.

- 2.2 In order to carry out this mandate effectively, DWS has to:
- Construct or build new infrastructure for water related services.
 - Establish Water Management Institutions in order to manage water at local level.
 - Maintain the entire water infrastructure and ensure that the quality of water is safe for human and other uses.
 - Register and authorise water users who draw water from any of the nation's water resources.
- 2.3 DWS is also mandated to ensure that proper sanitation is provided for all citizens of the country. This can be achieved by either supporting local government structures to provide the infrastructure or by undertaking sanitation projects on their own.
- 2.4 In the process of providing the services referred to above, various issues or points for concerns could be raised by any of the beneficiaries of the services. Issues could be:
- Lack of water at local level for various uses;
 - Water wastages and spillages;
 - Poor or lack of sanitation;
 - Inconsistent provision of water infrastructure;
 - Poor quality of water provided;
 - Reporting poor state of infrastructure to DWS;
 - Dumping of hazardous materials into the water sources;
 - Spillage of sewer waste into water sources;
 - Unbecoming behaviour of officials at national, provincial and local levels;
 - Tipping offs to the ministry on issues related to services or the quality of service provided by local, provincial and national units of DWS;
 - Queries and enquiries related to billing matters, e.g, tariffs, volumes, etc;
 - Queries related to account balances such as payments not captured, credit notes passed, etc;
 - General account enquiries about license applications, cancellations, closure of accounts, etc;
 - Enquiries about how to apply for water licenses, ELU's, and general authorisations;
 - Creditors enquiries on unpaid invoices submitted to DWS;
 - Enquiries related to advertised tenders and contracts awarded.
- 2.5 Currently DWS does not have a system in place whereby citizens and other water users can call to register their concerns. The Ministry also does not have a register of all complaints received per region so that appropriate action can be taken.
- 2.5.1 DWS is only made aware of deficiencies in these services via the media when there are protests or demonstrations by disgruntled citizens because of based on poor service delivery. Sometimes these alerts come at a cost of lives being lost and DWS always reacts instead of being proactive.
- 2.5.2 The absence of a warning system makes it difficult for DWS to identify hot spots and deal with imminent problems about water and sanitation even before they arise.

- 2.5.3 DWS is also tasked with ensuring that all water users are registered and are deemed legal water users. Any user not registered would be considered illegal user.
- 2.5.4 In order to maintain the infrastructure which holds the water resources, DWS is also mandated to recover the costs related to such from the various water users. This is entrenched in the National Water and Water Services Acts which give DWS the right to determine or set tariffs for all water users and charge these to each category of water users. Billing documents are issued to an estimated 65000 users who collectively hold 200 000 accounts. Subsequent to issuing of invoices, water users pay their outstanding accounts and DWS has to follow up on those who do not pay.
- 2.5.5 DWS is also tasked to charge and collect water levies for the Water Research Council (WRC) and Trans Caledonian Tunnel Authority (TCTA).
- 2.5.6 DWS also makes payments to suppliers and service providers for services and goods supplied to the department. At times DWS delays in processing payments and suppliers beg for a channel through which they can communicate their frustrations.
- 2.6 Management submitted a proposal to Top Management wherein they sought approval for the establishment of CRM. Top Management approved the basic concept of outsourcing the function and the submission was submitted to the DG for final approval.
- 2.6.1 The DG recommended that management pay a visit to Gauteng Provincial Government (GPG) call centre to learn how their call centre was established. Following the findings, management then reconsidered their proposal and adjusted in line with their observations at Gauteng Government CRM.
- 2.6.2 After thorough consultation, DWS deemed it necessary that after taking into issues related to DWS business in general, a CRM should be established. This CRM should be broad based and take into account the needs of the DWS in its entirety.
- 2.6.3 The CRM so established will be compartmentalized to ensure that all units and divisions within DWS are catered for.

3. CHALLENGES FACED BY THE DWS

- 3.1 The DWS interacts with its Clients who raise various issues in order to respond and to address all water use and billing related requests and inquiries, through all channels, whether account-specific or general in nature, including, but not limited to the following areas:
- Poor service delivery quires related to water and sanitation;
 - Poor quality of water;
 - Incorrectly registered water users; outstanding water use applications; unauthorised water use;
 - Billing related queries. 3348 queries logged, meter readings, tariffs ,etc. that need to be attended to;
 - Outstanding water authorisations; old or outdated data in the department's database;
 - Enquiries from suppliers and service providers;

- General enquiries related to the activities of the entity;
 - Delays in granting licenses to water users as well as issuing general authorisations to existing lawful water users;
 - Incorrectly registered water users;
 - Payment arrangements and extension requests;
 - Full payment certificates;
 - Water consumption i.e. meter reads;
 - Water shut-off and restoration activity as result of non-payment or payment;
 - Outstanding water use applications and water licenses;
 - Water inspections and reviews;
 - Exemptions i.e. charitable, senior citizens;
 - Old or outdated data in the Department's database;
 - Enquiries from Suppliers and Service Providers.
- 3.2 The DWS does not have a CRM unit dedicated to receiving and attending to customers queries. This has led to this function being performed by untrained officials with discouraging results.
- 3.3 The DWS does not have a single point of entry and a standardised process in dealing with queries from current and prospective water users. Queries are sent to different offices, are not captured or monitored and users are not given reference numbers. This has led to clients sending letters of complaint to the Presidency and the Minister.
4. In order to serve water users better and to provide a better service, the DWS has decided to establish a contact centre which will serve the needs and demands of all its clients.

4.1 Business Requirements/Scope of work

4.1.1 Contact Centre Strategies

- The Department of Water and Sanitation (DWS) requires a cloud based hosted contact centre to proactively contact, manage and maintain customer bases as well as increase customer satisfaction;
- It should be based on an outsourced model;
- It should be a single location customer contact solution, which will be able to handle both inbound and outbound services;
- Contact centre agents employed should have the following qualities:
- Experience in handling and managing inbound and outbound calls;
- Ability to handle and track calls in a timely manner;
- Excellent communication skills;
- Experience working within a demanding high pressure environment;
- Agents should be self-confident, well organised, disciplined and highly motivated;
- Agents should have good communication, grammar and typing skills;
- The call centre should provide information, enquiry and request services;
- The SP should be able to establish a centre which will adequately address the following enquiries and queries;
- Lack of water at local level for various uses;
- Water wastages and spillages;
- Poor or lack of sanitation;
- Inconsistent provision of water infrastructure;

- Reporting on non performance of national, provincial and local government structures related to water and sanitation;
- Poor quality of water provided;
- Reporting poor state of infrastructure to DWS;
- Dumping of hazardous materials into the water sources;
- Spillage of sewer waste into water sources;
- Unbecoming behaviour of officials at national, provincial and local levels;
- Tipping off to the ministry on issues related to services or the quality of service provided by local, provincial and national units of DWS;
- Queries and enquiries related to billing matters, e.g, tariffs, volumes, etc;
- Queries related to account balances such as payments not captured, credit notes passed, incorrect account balances, etc;
- General enquiries about license applications, cancellations, closure of accounts, etc;
- Enquiries about how to apply for water licenses, ELU's, and general authorisations;
- Creditors enquiries on unpaid invoices submitted to DWS;
- Responding to enquiries and queries previously referred to national, provincial and local government levels for which responses are still outstanding;
- Linking up through systems with other government departments on matters of mutual interest, e.g. Land Affairs, Deeds Office, Department of Agriculture, SARS, DTI, COGTA, etc;
- Enquiries related to advertised tenders and contracts awarded;
- The successful bidder is expected to draft formal process manuals and call flows to operationalise the aforementioned strategies.

4.1.2 Contact Centre Channels and Technology

- The contact centre has to provide for a variety of media such as VOIP telephone, instant messaging, short messages services (SMS), web based enquiries, self-service option, fax and e-mail which could be expanded in time to include additional PBX and Video Conferencing Services;
- The proposed solution should be based on the latest contact centre technologies including Interactive Voice Response (IVR), Automatic Call Distribution (ACD), support tickets with logging and tracking, campaign management, performance monitoring and recording;
- Security and Privacy of customer information should be ensured;
- The contact centre technology should be able to integrate walk-in centres at various locations within the department's regional and cluster locations;
- Provision should be made for other functional units to be linked to the contact centres within DWS such as construction, supply chain management, accounts payable, Ministerial desk for sanitation and water related enquiries, queries and tipping off.

4.1.3 Contact Centre Services

- The following services should be offered by the contact centre:
 - Information;
 - Services;
 - Enquiry services;
 - Requests services; and
 - Grievance and resolution services.

- In addition there should be a capability in the solution to manage the execution of effective inbound and outbound services, including campaigns and calling back of customers.

4.1.4 Contact Centre Applications

Contact Centre applications should have the following features:

- Be able to monitor and track progress and resolution of water use, billing and other related water inquiries;
- Be able to integrate into DWS back-end systems;
- Include reporting, management information and dash-boarding to monitor inbound and outbound call volumes, service levels, requests progress, contact centre agents performance and any other relevant contact centre statistics.

4.1.5 Contact Centre implementation methodologies

- A comprehensive implementation methodology, plan and management strategy is required for the establishment of the contact centre.

4.1.6 Security and Privacy

- The solution should be designed in a way that guarantees protection and privacy of the client and the DWS information;
- There should be complete and comprehensive security from unauthorised access and misuse of information;
- The necessary data encryption protocols should be utilised.

4.1.7 Team Expertise

- The contact centre should be fully staffed with competent agents and managed by a strong management team;
- A contact centre team with expertise and knowledge of the DWS systems would be an added advantage.

4.1.8 Training and Knowledge Base

- A training programme and adequate training material must be developed for the DWS contact centre agents;
- These agents will be trained by the DWS on their business processes to enable them to respond to queries.

4.1.9 Phase Out approach

- The approach that should be followed to phase out and to handover to DWS has to be included in the solution;
- A comprehensive step by step approach that prescribes the phase out and handover process should be included in the solution.

4.1.10 Facilities management

- The successful bidder will be expected to house the customer contact centre on their own premises;

- The required ICT Support Services i.e. hardware management, system administration, software maintenance and support should be catered for in the solution.

6.2 Hosted Contact Centre Terms of Reference

The DWS is therefore seeking a service provider to provide a cloud based hosted contact centre that conforms to the following:

1. Has a web based administration console
2. Provides Real-time Monitoring – to report on Agents Status and Queues
3. Has the ability to listen to live calls as they are handled
4. Is able to handle Inbound & Outbound campaigns and calling back of customers.
5. Can produce reports by single and by user-created queue groups
6. Measured agent's activities, business targets and conversion rates
7. Is able to fully configure agent login security queue by queue
8. Is able to create real time call and agent reporting
9. Has integrated Quality Assurance
10. Enables agents to see the calls they're handling and provides some integration with back-end systems
11. Enables agents to set call status codes for all inbound and outbound traffic
12. Enables agents to logon, logoff, go on pause and set pause reason codes
13. With reference to the live monitoring of all incoming and outgoing calls, call details has benchmarks that can be easily implemented by the user to let the system flag any calls that meet the benchmarked criteria
14. Allow all inbound, outbound and transferred calls to be recorded, whether internal or external in origin
15. Is able to see the total number of calls received from internal and external callers per agent as well as a summary of these calls received with their final status as: <ul style="list-style-type: none"> - Answered calls - Lost calls - Routed to voicemail - Overflowed
16. Is able to report the average call duration for all calls per agent and in total
17. Provide an overall report of all incoming calls with the call's final status, even if the call overflowed. This is required to be able to determine what the outcome of the specific call was.
18. Provides a simple search function for voice recordings. Should be able to search by the following criteria: <ul style="list-style-type: none"> - Agent name (and not agent extension number only) - Incoming calls - Outgoing calls - Date and time - Telephone number - Additional search criteria as per below
19. Provides real time redundancy in network access links to two independent data centres catering for 30 concurrent calls
20. Provides dual hosted infrastructure services in multiple data centres and walk-in centres
21. Provides a solution to log, monitor and track the progress and resolution of the water use, billing and other related water inquiries received from our Clients in order to provide feedback.

22. Provision should be made for defining business processes and formal process manuals that would be facilitated by the proposed contact centre solution, including call flow, documenting and tracking on all escalated issues.
23. Provides the necessary reporting and dash boarding for monitoring call volumes, service levels, requests progress and any other relevant contact centre statistics.
24. Provides expertise and knowledge of the DWS systems would be an added advantage
25. The system designed should provide for some integration that would be required with DWS back-end systems to import and export information for the tasks performed by the contact centre agents. The necessary encryption protocols should be in place.
26. The proposed solution should be based on the latest contact centre technology and should include the disaster recovery site.
27. The comprehensive contact centre solution implementation methodology, plan and management should be elaborated on.
28. The contact centre solution should be designed in a way that guarantees protection and privacy of the client and the DWS information.
29. There should be a complete and comprehensive security from unauthorised access and misuse of information.
30. Access to data should be available through a menu selection and linked to role-based access rights.
31. The contact centre should be fully staffed with competent contact centre agents and managed by a strong management team.
32. The required ICT Support Services i.e. hardware management, system administration, software maintenance and support should be available to the contact centre facilities.
33. The approach to be followed to phase out and to handover to DWS has to be included in the solution.

Bidders must demonstrate:

- How their solution supports the aforementioned features
- That their solution is Future Proof and can cater for services to the existing other Department of Water and Sanitation sites and include services such as:
 - Cloud based PBX services;
 - Cloud based Video Conferencing;
 - Virtual Fax services;
 - Business Intelligence for CDR data.
- How their services would scale up or down as demand increases / decreases and revert with the time periods within which changes could be invoked.

6.3 Hosting, Resources and Skills

6.3.1 As part of the turnkey solution bidders must host the solution offsite with the following staff complement subject to discussion with DWS:

- 60 Contact Centre Agents;
- 4 First Line Managers;
- 1 Manager.

6.3.2 This number of agents is recommended at the initial stages of implementation but the DWS could increase the number of staff as the volume of work increases. These external agents will be trained on DWS business processes to enable them to respond to queries.

- 6.3.3 The number of agents brought in by the bidder will decrease as bidder gradually withdraws from DWS over a period of three years. DWS reserves the right to retain some of the bidders agents either on a permanent or contract basis.
- 6.3.4 As part of the solution bidders must also include in their proposal a detailed project plan for skills transfer to departmental officials

6.4 Architecture

Bidders must provide a description and architecture of their solution, including:

- Minimum hardware DWS requirements
 - PBX
 - Management software
 - Call recording
 - User PCs
 - Server
- Interactive Voice Response;
- Automatic Call Distribution;
- Support tickets with logging and tracking;
- Campaign management;
- Performance monitoring;
- Recording;
- How the system can integrate back to the DWS back office.
- Integrate CRM with various departmental systems such as e-WULAAS, BAS, Persal, Logis, WARMS, Deeds office, SARS and etc.

7. EXPECTED OUTCOMES

Water Trading Entity requires that the following outcomes will be realised at the end of the project:

- Improved relationship and communication with all stakeholders;
- Awareness of possible hot spots through feedback by citizens to the Ministry
- Fewer billing queries and quick resolution of queries
- An improved image of the DWS i.e. positive feedback about the DWS;
- An updated and correct register of water users;
- Improved debt collection;
- Prompt payment of suppliers/service providers accounts;
- A team of contact centre agents who are proficient in their work;
- A smooth operating CRM system and contact centre;
- Well trained departmental officials who can operate and run the centres successfully;
- Improved communication between the public and DWS on water and sanitation issues;
- Build relationships with the various contact centre that belongs to different sphere of government;
- Follow-up on service delivery issues in relation to water and sanitation at a municipal level.

8 PERIOD OF PERFORMANCE

The period of performance of the contract resulting from this solicitation is expected to commence as soon as the process of evaluating the tender is concluded. The contract will run from then for a period of three (3) years. Initially the call centre staff will be expected to work during normal office hours only, if however the circumstances, staff will be expected to work beyond normal office hours. Bidders must provide skeleton staff to operate the call centre on 24 hours daily basis should the need arise.

9. ADDITIONAL BASIC REQUIREMENTS FROM THE BIDDER

The bidder must:

- Provide and offer strong evidence of the experience and skill sets;
- Provide evidence of capacity to deliver underpinned by robust and tested methods, tools and governance structures;
- Proof to have the ability to leverage best practice.

10. EVALUATION OF TENDERS

10.1 Evaluation will be performed as follows:

10.1.1 Administration compliance –Phase one

The following documents should be submitted for the administration phase:

- Tax clearance certificate
- Completed and signed all the attached bid documents (SBD 1, SBD 2, SBD 3.3, SBD 6.1, SBD 8, SBD 9, Annexure 11)
- Latest audited financial statements
- Joint venture agreement with notary if any should be attached
- Company profile with a description of past experience
- Attach cv's for all project team members as per 4 first line manager and 1 manager
- List of the previous and current clients served

Non compliance to the submission of the required documents will render the bid non responsive, and the bid will not be considered.

10.1.2 Technical Evaluation criteria –Phase two

Adjudication Criteria: Standard preferential procurement policy will be applicable functional evaluation

VALUES: 1= Poor 2=Average 3=Good 4=Very Good 5=Excellent

Criteria	Weight	Value	Total
Past Experience	20		
Methodology and approach	30		
Team Capability	35		
HDI Participation	15		
Total	100		

Note to bidders: the bidder is expected to meet a minimum threshold /required score for functionality of 70% in order to qualify for further phase 3 evaluations. The department reserves the right to conduct due diligence and site inspection on the three (3) top short-listed bidders

Further evaluation is based on price (90 points) and preference (10 points) after the minimum score has been achieved by the bidder.

The price will be determined by analyzing the offered total price and it must be detailed per module.

HDI participation

- How much of the contract value will be allocated to previously disadvantaged project team members
- Number of previously disadvantaged project team members

10.1.3 Price, BBBEE and Costing

10.1.4 Costing

10.1.5 Bidders must take the following into account when determining pricing:

10.1.6 DWS currently has software system in place, namely SAP and a module SAP-CRM is available. The module has not been developed to the fullest but remains a basic tool.

10.2 In determining the price bidders should provide two(2) quotations as follows:

- DWS currently has license for SAP and the module SAP-CRM is included. This module has however not been developed to the fullest. It will be necessary to incorporate all the functionalities necessary to run CRM successfully using SAP as a platform. SAP CRM should be able to interphase with other system within the DWS such as e-WULAAS,BAS, Persal, Logis, WARMS and e.t.c

Or

- Bidder brings in their own CRM system, fully developed and operational. In this instance however bidder must ensure that the solution to be brought in will be compatible with all the systems currently in use in DWS and these are, SAP, BAS, e-WULAAS, Persal, Logis, WARMS,

10.3 Costing for equipment and accommodation

10.3.1 The bidder is expected to acquire at his own cost all the necessary equipment, furniture, software, computers, telephones, etc which are necessary to establish and run the call centre successfully. However these assets and equipment will remain the property of DWS which the bidder shall have bought on behalf of DWS.

10.3.2 The bidder must also include the cost of housing the centre which will be away from DWS premises but these premises must be connected with all systems in DWS main buildings.

10.4 Price and BEEE –Phase three

- Attach original or certified BBEE certificate (failure to submit will result in 0 score);
- Price summary should be submitted in this format and should exclude VAT.
- Bidder will be evaluated based on 90/10 price and preference point system.

10.3 APPOINTMENT

The successful service providers will enter into an agreement with DWS, the standard PSP agreement will be used. A service level agreement with clearly defined deliverables will be entered into with the successful bidder.

10.4 SUBMISSION OF PROPOSALS

Two copies (one original and one copy) of the proposal should be deposited into the tender box at the Zwamadaka building entrance, 185 Francis Baard Street, Pretoria, 0001 which is identified as the tender box of the Department of Water Affairs before 11:00 on closing date given on SBD-1 form.

The envelope should be marked:

**“DEPARTMENT OF WATER AND SANITATION,
WPDWS: IMPLEMENTATION OF A CUSTOMER RELATIONS MANAGEMENT
FOR WATER TRADING ENTITY (DWS)**

Compulsory briefing session

A compulsory briefing session will be held and details follow hereunder:

Date:

Time:

Venue: Department of Water and Sanitation
Francis Baard Street
Pretoria