



GOVAN MBEKI MUNICIPALITY

TENDER NO. 8/3/1-16/2022

**“PROVISION OF AN ELECTRONIC DOCUMENT AND RECORDS
MANAGEMENT SYSTEM/SOLUTION FOR GMM FOR A PERIOD OF 36
MONTHS”**

| | | | |
|----------------------|-------------------|-------------|--------------|
| CLOSING DATE: | 19/10/2022 | TIME | 12H00 |
|----------------------|-------------------|-------------|--------------|

| | |
|---|------|
| NAME OF TENDERER | |
| TOTAL AMOUNT (MBD 3.1) | |
| CENTRAL SUPPLIER DATABASE NUMBER | MAAA |
| TAX COMPLIANCE PIN | |
| CONTACT PERSON | |
| CONTACT NUMBER | |

| | | | |
|--|---------------------|-------------------------------|---------------------|
| ENQUIRIES REGARDING BID PROCEDURES | | TECHNICAL ENQUIRIES | |
| DIRECTORATE FINANCIAL SERVICES SUPPLY CHAIN MANAGEMENT UNIT | | CORPORATE SERVICES | |
| THEMBA SHABANGU | | DANISILE SHABALALA | |
| DEPUTY DIRECTOR SCM | | MANAGER ADMINISTRATION | |
| TEL. NUMBER | 017 620 6000 | TEL. NUMBER | 017 620 6052 |
| TENDER ISSUED BY | | | |
| CORPORATE SERVICES | | | |
| OFFICE: 230 2ND FLOOR | | TEL. NUMBER | 017 620 6000 |
| GOVAN MBEKI MUNICIPALITY | | HORWOOD STREET, SECUNDA CBD | |

GOVAN MBEKI MUNICIPALITY

| TENDER DETAILS | | | | | | |
|--|--|------------|-------------------------|-------|------------|-----|
| TENDER NUMBER | 8/3/1-16/2022 | | | | | |
| TENDER TITLE | "PROVISION OF AN ELECTRONIC DOCUMENT AND RECORDS MANAGEMENT SYSTEM/SOLUTION FOR GMM FOR A PERIOD OF 36 MONTHS" | | | | | |
| CLOSING DATE | 19/10/2022 | | CLOSING TIME | | 12H00 | |
| SITE MEETING | DATE | 12/10/2022 | TIME | 11:00 | COMPULSORY | YES |
| SITE MEETING ADDRESS | Lillian Ngoyi Centre, Fisant Street, Secunda | | | | | |
| TENDER DOCUMENT FEE | R 500.00 | | PREFERENCE POINT SYSTEM | | 80/20 | |
| BID BOX SITUATED AT | HORWOOD STREET, CDB SECUNDA, HEAD OFFICE, RECEPTION AREA | | | | | |
| OPERATING HOURS | The bid box is open during office hours, Monday to Friday from 07h30 to 16h00. | | | | | |
| OFFER TO BE VALID FOR | 90 DAYS FROM THE CLOSING DATE OF TENDER | | LOCAL CONTENT | | NO | |
| <p>PLEASE NOTE:</p> <ol style="list-style-type: none"> Prospective suppliers must be registered on CSD prior to submitting bids (open bids) Tenders that are deposited in the incorrect box will not be considered. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017, the General Conditions of contract (GCC) and, if applicable, any other special conditions of contract. Mailed or faxed tenders will not be accepted. No late bids after closing date and time will be accepted. Bids not clearly marked and unamend will not be accepted. Bids may only be submitted on the bid documentation provided by the municipality. No awards will be made to a person: <ol style="list-style-type: none"> Who is in the service of the state, If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state Who is an advisor or consultant contracted with the municipality or municipal entity | | | | | | |

BIDDER'S TENDER DOCUMENTATION DECLARATION

* N/A These schedules do not need to be completed
Draw solid line through schedules if not applicable

| | Question | Bidder's Response |
|------|---|-------------------|
| 1 | Have you initialed all the pages of the tender document? | *YES / NO |
| 2 | Have you completed and signed the returnable schedules? | |
| 2.1 | ▪ Schedule 1 : Resolution of board of directors | *YES / NO |
| 2.2 | ▪ Schedule 2 : Resolution to enter into consortia or JV's | *YES / NO |
| 2.3 | ▪ Schedule 3 : Schedule of proposed sub-contractors | *YES / NO |
| 2.4 | ▪ Schedule 4 : Commitments of tenderer | *YES / NO |
| 2.5 | ▪ Schedule 5 : Record of addenda to tender documents | *YES / NO |
| 2.6 | ▪ Schedule 6 : Compulsory enterprise questionnaire | *YES / NO |
| 2.7 | ▪ Schedule 7 : Municipal Services Account | *YES / NO |
| 2.8 | ▪ Schedule 8 : Tenderer's experience evaluation | *YES / NO |
| 2.9 | ▪ Schedule 9 : Tenderer's proposed organization, staffing and key staff experience evaluation | *YES / NO |
| 2.10 | ▪ Schedule 10 : Capacity to execute and implement the tender (physical resources) evaluation | *YES / NO |
| 2.11 | ▪ Schedule 11 : Tenderer's implementation plan and methodology for project | *YES / NO |
| 3 | Have you completed / signed and submitted all relevant information as requested by the evaluation schedules? (as and when required) | *YES / NO |
| 4 | Have you completed and signed the MBD 4 form - Declaration of Interest? | *YES / NO |
| 5 | Have you completed the questionnaire (MBD 5) regarding the declaration for procurement above R10-million and submitted your company's latest three years audited financial statements (as and when required)? | *YES / NO |
| 6 | Have you take note of the contents of par 5 of MBD 6.1 to substantiate your B-BBEE rating claims. Have you submitted an original, valid or certified copy of your company's B-BBEE certificate or original affidavit to qualify for preference points? | *YES / NO |
| 7 | Have you completed and signed MBD 6.2 and Annexure C | *YES / NO |
| 8 | Have you completed and signed the following form: MBD 7.1 Form - Contract form for purchase of goods / works? MBD 7.2 Form - Contract Form for rendering of services? (as and when required) | *YES / NO |
| 9 | Have you completed and signed the MBD 8 – Declaration of bidder's past Supply Chain Management Practices and MBD 9 – Certificate of Independent Bid Determination? | *YES / NO |
| 10 | Do you understand the Special Conditions of Contract / Specifications / Terms of Reference and/or Scope of Works? | *YES / NO |
| 11 | Have you completed the Form of Offer (C1.1) in WORDS as well as in FIGURES ? | *YES / NO |
| 12 | Have you completed and signed Part 2 of C1.2 (Contract Data)? | *YES / NO |
| 13 | Have you completed the MBD 3.3 form and carried over your tendered price (VAT inclusive) to Form of Offer (C1.1)? | *YES / NO |
| 14 | Have you submitted the compulsory documents | *YES / NO |

| | | | | | |
|------------|-----------------|--------|---------|----------|---------|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

BIDDER'S TENDER DOCUMENTATION DECLARATION CERTIFICATION

I, the undersigned certify that the information furnished on this declaration form is correct, completed and submitted.

| | |
|------------------------|--|
| NAME OF REPRESENTATIVE | |
| POSITION / DESIGNATION | |
| SIGNATURE | |
| DATE | |

| | | | | | |
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| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

SCHEDULE OF DOCUMENTS

The tender documents for this contract comprises of the following:

THE TENDER

T1: Tendering procedures

T1.1. Tender Notice and Invitation to Tender (MBD 1)

T1.2. Tender Data

T1.3. Standard Conditions of Tender

T2: Returnable documents

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

T2.2.1 Returnable Schedules Required for Tender Evaluation Purposes

- Schedule 1 : Resolution of Board of Directors
- Schedule 2 : Resolution of Board of Directors to enter into consortia or JV's
- Schedule 3 : Schedule of proposed sub-contractors
- Schedule 4 : Commitments of Tenderer
- Schedule 5 : Record of Addenda to tender documents
- Schedule 6 : Compulsory enterprise questionnaire
- Schedule 7 : Municipal Services Account
- Schedule 8 : Tenderer's experience evaluation
- Schedule 9 : Tenderer's proposed organization, staffing and key staff experience evaluation
- Schedule 10 : Capacity to execute & implement the tender (physical resources) evaluation
- Schedule 11 : Tenderer's implementation plan and methodology for project

T2.2.2 Compulsory Municipal Bid Documentation

- MBD 4 : Declaration of Interest
- MBD 5 : Declaration for procurement above R10-million
- MBD 6.1 : B-BBEE status level
- MBD 6.2 : Declaration certificate for local production and content for designated sectors
- MBD 7.1 : Contract form for purchasing of goods / works
- MBD 7.2 : Contract form for rendering of services
- MBD 8 : Declaration of bidder's past supply chain management practices
- MBD 9 : Certificate of Independent Bid Determination

| | | | | | |
|------------|---------------|--------|---------|----------|---------|
| TENDER NO. | 8/3/1-16/2022 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

THE CONTRACT

C1: Agreement and Contract Data

C1.1 Form of Offer and Acceptance

C1.1.1 Form of Offer

C1.1.2 Form of Acceptance

C1.1.3 Schedule of Deviations

C1.2 Contract Data

C1.2.1 Part 1: Data provided by the Employer

C1.2.2 Part 2: Data provided by the Service Provider

C1.2.3 Part 3: Specifications

C2: Pricing Schedule

C2.1 MBD 3.1: Pricing Schedule

C3: Terms of Reference

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|------------|---------------|--------|---------|----------|---------|
| TENDER NO. | 8/3/1-16/2022 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

THE TENDER

| | | | | | |
|------------|-----------------|--------|---------|----------|---------|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

T1 TENDERING PROCEDURES

| | | | | | |
|------------|-----------------|--------|---------|----------|---------|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

T1.1 TENDER NOTICE & INVITATION

MBD1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GOVAN MBEDI MUNICIPALITY

| | | | | | |
|-------------|--|---------------|------------|---------------|-------|
| BID NUMBER: | 8/3/1 – 16/2022 | CLOSING DATE: | 19/10/2022 | CLOSING TIME: | 12:00 |
| DESCRIPTION | "PROVISION OF AN ELECTRONIC DOCUMENT AND RECORDS MANAGEMENT SYSTEM/SOLUTION FOR GMM FOR A PERIOD OF 36 MONTHS" | | | | |

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

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

CORPORATE SERVICES,

GOVAN MBEDI MUNICIPALITY

HORWOOD STREET

SECUNDA CBD (OPERATION HOURS: MON TO FRI- 07h30 UNTIL 16H00)

SUPPLIER INFORMATION

| | | | |
|--|---|---|---|
| NAME OF BIDDER | | | |
| POSTAL ADDRESS | | | |
| STREET ADDRESS | | | |
| TELEPHONE NUMBER | CODE | | NUMBER |
| CELLPHONE NUMBER | | | |
| FACSIMILE NUMBER | CODE | | NUMBER |
| E-MAIL ADDRESS | | | |
| VAT REGISTRATION NUMBER | | | |
| TAX COMPLIANCE STATUS | TCS PIN: | | CSD No: |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] | <input type="checkbox"/> Yes <input type="checkbox"/> No | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | <input type="checkbox"/> Yes <input type="checkbox"/> No |

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

| | | | |
|--|--|--|---|
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3] |
| TOTAL NUMBER OF ITEMS OFFERED | | TOTAL BID PRICE | R |
| SIGNATURE OF BIDDER | | DATE | |
| CAPACITY UNDER WHICH THIS BID IS SIGNED | | | |

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

| | |
|------------------|--|
| DEPARTMENT | Finance – SCM |
| CONTACT PERSON | S Madondo |
| TELEPHONE NUMBER | 017 620 6193 |
| E-MAIL ADDRESS | siphob.m@govanmbeki.gov.za |

TECHNICAL INFORMATION MAY BE DIRECTED TO:

| | |
|------------------|--|
| CONTACT PERSON | DANISILE SHABALALA |
| TELEPHONE NUMBER | 017 620 6052 |
| FACSIMILE NUMBER | |
| E-MAIL ADDRESS | danisile.m@govanmbeki.gov.za |

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| TENDER NO. | 8/3/1 - 16/2022 | | | | |
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BIDDER

WITNESS

EMPLOYER

WITNESS

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED)**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|--|---|
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A |

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

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

| | | | | | |
|------------|-----------------|--|--|--|--|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
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BIDDER

WITNESS

EMPLOYER

WITNESS



GOVAN MBEKI MUNICIPALITY

TENDER NO.: 8/3/1 – 16/2022

CLOSING DATE: 19/10/2022 AT 12H00

TENDER DESCRIPTION

“PROVISION OF AN ELECTRONIC DOCUMENT AND RECORDS MANAGEMENT SYSTEM/SOLUTION FOR GMM FOR A PERIOD OF 36 MONTHS”

In terms of Section 110 of the Municipal Finance Management Act, 2003 (No. 56 of 2003), tenders are hereby invited for the “Provision of an electronic document and records management system/solution for GMM for a period of 36 months”

Tender documents and specifications are available and can be obtained from Cashiers points in Secunda Municipal Building, Horwood Street, Secunda Mpumalanga 2302, Tel: [017] 620 6052, at a non-refundable deposit of **R500,00**. Only cash/EFT will be accepted.

The closing time for receipt of tenders is **12:00hrs on 19/10/2022**. Unmarked and **late tenders** will under no circumstances be considered and accepted. The tender box will be emptied just after closing time on the closing date. Hereafter all bids will be public.

Any technical enquiries relating to the tender document may be directed to Ms DP Shabalala at 017 620 6052

A compulsory clarification meeting with representatives of the employer will take place at the Lillian Ngoyi Centre, Fisant Street Secunda on 12/10/2022 starting at 11h00. Contract documentation will not be available on site.

Fully completed tender documents, clearly marked **“Tender No. 8/3/1-16/2022: “PROVISION OF AN ELECTRONIC DOCUMENT AND RECORDS MANAGEMENT SYSTEM/SOLUTION FOR GMM FOR A PERIOD OF 36 MONTHS”**

” with **“NAME of TENDERER”** must be placed in a sealed envelope and placed in the tender box provided by **Govan Mbeki Municipality on the ground floor, Horwood Street, Secunda, 2302** by no later than 12h00 on **19/10/2022**. The envelope must be endorsed with number, title and closing date as indicated above.

Bidders will be evaluated on functionality whereby 80 points has to be attained before financial proposals can be looked at. A preferential point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Policy Framework Act, Act No. 5 of 2000 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Supply Chain Management Policy of Govan Mbeki Municipality where 80 points will be allocated in respect of price and 20 points in respect of B-BBEE Status Level of Contribution.

No awards will be made to a person:

- Who is not registered on the Central Supplier Database;
- Who is in the service of the state;
- If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; and/or
- Who is an advisor or consultant contracted with the municipality or municipal entity.

The municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.

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| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

Notice number 54/2022

The following documents have to be attached as **Annexure A** (Bidders that fail to submit documents indicated as compulsory will be disqualified)

- Original certified copy of valid BBBEE Certificate (non-compulsory, failure to submit no points will be awarded) only BBBEE SANAS accredited or BBBEE Affidavits will be accepted.
- Copy of company registration certificate(CK) – Compulsory
- Copy/ printed Tax compliance status Pin to enable the municipality to verify the bidder's tax compliance status-Compulsory
- Copy of current municipal service account (not owing more than 3 months) or signed copy of lease agreement) - Compulsory
- CSD summary report – Compulsory
- Joint Venture Agreement (In case of a Joint Venture) – Compulsory
- Joint Ventures must be registered on CSD as Joint Venture

MR E N MASEKO
MUNICIPAL MANAGER
 GOVAN MBEKI MUNICIPALITY
 Secunda Municipal Building
 Horwood Street
SECUNDA
 2302

| | | | | | |
|-------------------|------------------------|--------|---------|----------|---------|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

T1.2 TENDER DATA

| CLAUSE NO. | |
|------------|---|
| | <p>The Standard Conditions of Tender for procurement makes several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender for procurement other than disposals.</p> <p>Each item of data given below is cross-referenced to the relevant clause in the above mentioned Standard Conditions of Tender.</p> |
| 1.1 | The employer is the Govan Mbeki Municipality |
| 1.2 | <p>The single volume approach is adopted for this contract.</p> <p>The list of returnable documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the returnable documents including the fully priced Pricing Schedule, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the single volume procurement document back to the Govan Mbeki Municipality bound up as it was when it was received.</p> <p>The tender documents issued by the employer comprise of the following:</p> <p>TENDER</p> <p>Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data T1.3 – Standard Conditions of Tender</p> <p>Part T2: Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules</p> <p>CONTRACT</p> <p>Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data</p> <p>Part C2: Pricing Schedule C2.1 Pricing Instructions and Schedule C2.2 Priced fees and disbursements</p> <p>Part C3: Terms of reference C3 Terms of reference</p> |

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| TENDER NO. | 8/3/1 - 16/2022 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

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| 1.4 | <p>The employer's agent is:</p> <p>Name : DP Shabalala</p> <p>Capacity : Manager Administrative & Secretariat Services</p> <p>Address : Govan Mbeki Municipality Horwood Street, Secunda CBD, 2302 Tel: (017) 620 8052 E-mail: danisile.m@govanmbeki.gov.za</p> |
| 1.6.2.1 | A competitive negotiation procedure will not be followed |
| 2.1.1 | <p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <ol style="list-style-type: none"> 1. Tenderer is registered on the Central Supplier Database 2. Tenderer is qualified and professionally registered for the service to be provided 3. Tenderer has the managerial capacity, reliability and experience regarding the nature of the project |
| 2.7 | <p>Site visit and clarification meeting</p> <p>The arrangements for the compulsory briefing/site inspection visit and clarification meeting are as follows:</p> <p>Location : Lillian Ngoyi Centre, Fisant street, Secunda</p> <p>Date : 12 October 2022 Starting time : 11h00</p> <p>Enquiries and confirmation of attendance at least one full working day in advance regarding the meeting and site inspection may be directed to:</p> <p>Name : Danisile Shabalala</p> <p>Telephone No. : 017 620 6052</p> <p>E-Mail adder : danisile.m@govanmbeki.gov.za</p> <p>Tenderers must sign the attendance list in name of the tendering entity.</p> |
| 2.8 | The closing time for submission of tender offers is as indicated in the tender notice and invite |
| 2.12.1 | Alternative offers will not be considered |
| 2.13.3 | Additional copies of the tender offer, document will not be required |
| 2.13.5 2.13.7 | <p>The employer's address for delivery of tender offers and identification details to be shown on such tender offer package are:</p> <p>Location of tender box : Govan Mbeki Municipality</p> <p>Physical address : Ground floor, Secunda Municipal Building, Horwood Street</p> <p><u>Identification details:</u> As indicated in the tender notice</p> <p><u>Tender No. 8/3/1 16/2022: "PROVISION OF AN ELECTRONIC DOCUMENT AND RECORDS MANAGEMENT SYSTEM/SOLUTION FOR GMM FOR A PERIOD OF 36 MONTHS"</u></p> |

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|------------|-----------------|--------|---------|----------|---------|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

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| 2.13.6 3.5 | A two-envelope procedure will not be followed |
| 2.19 | The site of works is located at Govan Mbeki Municipality |
| 2.22 | Not a requirement |
| 3.4 | <p>The location for opening of the tender offers, immediately after the closing time thereof shall be at: Time: 12H00 hours on -19/-10-/2022</p> <p>Location: Finance Boardroom, 2nd floor, Horwood Street, Secunda, 2302 Should the details of the room location where tenders will be opened change; it can be obtained on the day from room B207.</p> |
| 3.11 | <p>The procedure for the evaluation of responsive tenders is Method 1 accounting to the 80/20 Preferential Procurement Point System.</p> <p>The total number of tender evaluation points for preferences to may be claimed is indicated in MBD 6.1</p> |
| 3.13.1 | <p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the tenderer is registered on the Central Supplier Database; b) The tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges; c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and d) the tenderer has not: <ul style="list-style-type: none"> i) abused the employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given written notice to this effect; e) it is considered that the performance of the services will not be compromised through any conflict of interest. |
| 3.17 | The number of paper copies of the signed Contract to be provided by the employer is one (01) |

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| TENDER NO. | 8/3/1 - 16/2022 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

T1.3 STANDARD CONDITIONS OF TENDER

1 GENERAL

1.1 Actions

1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in clause 2 and clause 3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices

1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:

- a) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
 - b) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.
- 1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract

1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

1.3 Interpretation

1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

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1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organization is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) Incompatibility or contradictory interests exist between an employee and the organization which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

1.4 **Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

1.5 **The employer's right to accept or reject any tender offer**

- 1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.
- 1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

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1.6 **Procurement procedures**

1.6.1 **General**

Unless otherwise stated in the tender data, a contract will, subject to **clause 3.13**, be concluded with the tenderer who in terms of **clause 3.11** is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

1.6.2 **Competitive negotiation procedure**

1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of clause 3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of clause 3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of clause 2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

1.6.2.4 The contract shall be awarded in accordance with the provisions of clause 3.11 and clause 3.13 after tenderers have been requested to submit their best and final offer.

2 **TENDERER'S OBLIGATIONS**

2.1 **Eligibility**

2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

2.1.2 Submit a tender offer only if the tenderer satisfies that the minimum score for functionality criteria will be met.

2.1.3 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

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2.2 **Cost of tendering**

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

2.3 **Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

2.4 **Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

2.5 **Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

2.6 **Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

2.7 **Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

2.8 **Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

2.9 **Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) may not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

2.10 **Pricing the tender offer**

2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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- 2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- 2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.
- 2.10.5 Complete and sign form of offer and MBD3.1/MBD3.3/Bill of Quantities in full. Incomplete documents will invalidate your offer.

2.11 **Alterations to documents**

Not make any alterations or additions to or dismantle the tender documents. All signatories to the tender offer shall initial all alterations. Erasures and the use of masking fluid are prohibited.

All supporting documents to the tender must be attached only at the end of this document as Annexures.

2.12 **Alternative tender offers**

- 2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- 2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

2.13 **Submitting a tender offer**

- 2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- 2.13.2 Return all returnable documents to the employer after completing them in their entirety, by writing legibly in non-erasable ink, unless stated otherwise on the tender advert.
- 2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- 2.13.4 Sign all the pages of the original and all copies of the tender offer where required In terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- 2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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- 2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- 2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- 2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- 2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
- 2.14 **Information and data to be completed in all respects**
- Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
- 2.15 **Closing time**
- 2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery
- 2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- 2.16 **Tender offer validity**
- 2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period (not less than 90 days) stated in the tender data after the closing time stated in the tender data.
- 2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- 2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- 2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of **clause 2.13** with the packages clearly marked as "SUBSTITUTE".
- 2.17 **Clarification of tender offer after submission**
- 2.17.1 Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note:

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Clause 2.17.1 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the employer elect to do so.

2.18 Provide other material

2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

2.20 Submit securities, bonds, policies etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

3 THE EMPLOYER'S UNDERTAKINGS

3.1 Respond to requests from the tenderer

3.1.1 Unless otherwise stated in the tender data, respond to a request for clarification received up to five working days before the tender closing time stated in the tender data and notify all tenderers who drew procurement documents.

3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;

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- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

3.2 **Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the tender data. If, as a result a tenderer applies for an extension to the closing time stated in the tender data, the employer may grant such extension and, shall then notify all tenderers who drew documents.

3.3 **Return late tender offers**

Return tender offers received after the closing time stated in the tender data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

3.4 **Opening of tender submissions**

3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

3.4.3 Make available the record outlined in **clause 3.4.2** to all interested persons upon request.

3.5 **Two-envelope system**

3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advice tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

3.6 **Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

3.7 **Grounds for rejection and disqualification**

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Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

3.8 **Test for responsiveness**

3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

3.8.3 Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

3.9 **Arithmetical errors, omissions and discrepancies**

3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with **clause 3.11** for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.

3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

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- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

3.10 **Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

3.11 **Evaluation of Tender Offers**

3.11.1 **General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

3.11.2 **Methods 1: Financial offer, quality and preference**

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, quality and preferences claimed, if any, in accordance with the provisions of **clause 3.11.3, clause 3.11.4 and clause 3.11.5**
- b) Score each of the criteria and sub-criteria for quality in accordance with the provisions of the tender data. Calculate the total number of tender evaluation points for quality using the formula in clause 3.11.5.
- c) Only tender who score the minimum required points will proceed to price and preference evaluation stage.
- d) Score the financial offers of remaining responsive tender offers using the formula in clause 3.11.3.
- e) Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.
- f) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with **clause 3.11.3**;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with **clause 3.11.4**.

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- g) Rank tender offers from the highest number of tender evaluation points to the lowest.
- h) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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- i) Re-score and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated

3.11.2 **Decimal places**

Score financial offers, preferences and quality, as relevant, to two decimal places.

3.11.3 **Scoring Financial Offers**

Score the financial offers of remaining responsive tender offers using the following formula:

$$N_{FO}$$

$$= W_1 \times A$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer.

W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the tender data.

A is a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

| Formula | Comparison aimed at achieving | Option 1 | Option 2 |
|---------|--|-------------------------------|---------------------|
| 1 | Highest price or discount | $A = 1 + \frac{(P-P_m)}{P_m}$ | $A = \frac{P}{P_m}$ |
| 2 | Lowest price or percentage commission / fee | $A = 1 - \frac{(P-P_m)}{P_m}$ | $A = \frac{P_m}{P}$ |
| P_m | = the comparative offer of the most favourable tender offer. | | |
| P | = the comparative offer of tender offer under consideration | | |

3.11.4 **Scoring preferences**

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

3.11.5 **Scoring quality**

Score each of the criteria and sub criteria for quality in accordance with the provisions of the tender data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_Q / M_S$$

Where: S_Q is the score for quality allocated to the submission under consideration;
 M_S is the maximum possible score for quality in respect of a submission; and

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W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

3.14 Prepare contract documents

3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

3.16 Notice to unsuccessful tenderers

3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

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3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

3.16.3 Unsuccessful forms / documents will be disposed of after 24 months.

3.17 **Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the tender data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

3.18 **Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information, which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

| | | | | | |
|------------|-----------------|--------|---------|----------|---------|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

T2 RETURNABLE DOCUMENTS

| | | | | | |
|------------|-----------------|--------|---------|----------|---------|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

T2.1 LIST OF RETURNABLE DOCUMENTS

1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

- 1.1 Schedule 1 : Resolution of Board of Directors
- 1.2 Schedule 2 : Resolution of Board of Directors to enter into consortia or JV's
- 1.3 Schedule 3 : Schedule of proposed sub-contractors
- 1.4 Schedule 4 : Commitments of tenderer
- 1.5 Schedule 5 : Record of addenda to tender documents
- 1.6 Schedule 6 : Compulsory enterprise questionnaire
- 1.7 Schedule 7 : Municipal service account
- 1.8 Schedule 8 : Evaluation Schedule : Tenderer's experience
- 1.9 Schedule 9 : Evaluation Schedule : Construction experience
- 1.10 Schedule 10 : Evaluation Schedule : Experience of key staff
- 1.11 Schedule 11 : Tenderer's implementation plan for the project

2 COMPULSORY MUNICIPAL BID DOCUMENTATION

- 2.1 MBD 1 : Invitation to bid
- 2.2 MBD 4 : Declaration of interest
- 2.3 MBD 5 : Declaration for procurement above R10-million
- 2.4 MBD 6.1 : Preference Points Claim Form
- 2.5 MBD 6.2 : Declaration of Local Content and relevant Annexures
- 2.6 MBD 7.1 : Contract form for purchase of goods / works
- 2.7 MBD 7.2 : Contract form for rendering of Services
- 2.8 MBD 8 : Declaration of bidder's past supply chain management practices
- 2.9 MBD 9 : Certificate of Independent Bid Determine

T2.2 RETURNABLE SCHEDULES

| | | | | | |
|------------|-----------------|--------|---------|----------|---------|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

T2.2.1 RETURNABLE SCHEDULES FOR TENDER EVALUATION PURPOSES

| | | | | | |
|------------|-----------------|--------|---------|----------|---------|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

SCHEDULE 1

RESOLUTION OF BOARD OF DIRECTORS

Resolution of a meeting of the Board of *Directors / Members / Partners of:

| | |
|-------------------|---------|
| (Enterprise Name) | |
| Held at | (place) |
| On | (date) |

RESOLVED that:

| | | |
|----|---|------------------------------|
| 1. | The enterprise submits a bid / tender to the Govan Mbeki Municipality in respect of the following project: | |
| | TENDER 8/3/1 16/2022: "PROVISION OF AN ELECTRONIC DOCUMENT AND RECORDS MANAGEMENT SYSTEM/SOLUTION FOR GMM FOR A PERIOD OF 36 MONTHS" | |
| | Mr/Mrs/Ms | |
| | in his/her capacity a: | (Position in the Enterprise) |
| 2. | and who will sign as follows: | (Authorized Signature) |
| | be, and is hereby, authorized to sign the bid / tender, and any and all other documents and/or correspondence in connection with and relating to the bid /tender, as well as to sign any contract, and any and all documentation, resulting from the award of the bid / tender to the enterprise mentioned above. | |

Directors / Members / Partners of:

| | Name | Capacity | Signature |
|---|------|----------|-----------|
| 1 | | | |
| 2 | | | |
| 3 | | | |

| |
|--|
| <p>Note:</p> <p>1. * <i>Delete which is not applicable</i></p> <p>2. NB. <i>This resolution must be signed by <u>all</u> the Directors / Members / Partners of the Bidding Enterprise</i></p> <p>3. <i>Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page</i></p> |
|--|

| |
|-------------------------|
| ENTERPRISE STAMP |
| |

SCHEDULE 2

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

| | | |
|---------|---------|-------------------|
| | | (Enterprise Name) |
| Held at | | |
| | (place) | |
| On | | |
| | (date) | |

RESOLVED that:

| | | |
|-----|---|------------------------|
| 1. | The enterprise submits a bid / tender, in consortium / joint venture with the following enterprises: | |
| | (List all the legally correct full names and registration numbers, if applicable, of the enterprises forming the consortium / joint venture) | |
| | To the to the Govan Mbeki Municipality in respect of the following project | |
| | TENDER 8/3/1-16/2022: "PROVISION OF AN ELECTRONIC DOCUMENT AND RECORDS MANAGEMENT SYSTEM/SOLUTION FOR GMM FOR A PERIOD OF 36 MONTHS" | |
| 2. | Mr/Mrs/Ms | |
| | in his/her capacity as | |
| | (Position in the Enterprise) | |
| | and who will sign as follows | |
| | | (Authorized Signature) |
| 2.1 | be, and is hereby, authorized to sign a consortium / joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium / joint venture, in respect of the project described under item 1 above. | |
| 2.2 | The enterprise accepts joint and several liability with the parties listed under item 2 above for the due fulfillment of the obligations of the joint venture deriving from, and in any way connected with, the contract to be entered into with the department in respect of the project described under item 1 above. | |
| 2.3 | The enterprise chooses as its <i>domicilium citandi et executandi</i> for all purposes arising from this joint venture agreement and the contract with the department in respect of the project under item 1 above | |
| | i) Physical address | |
| | | |
| | ii) Postal address | |
| | | |
| | | (Code) |
| | iii) Telephone number | |
| | iv) Fax Number | |

| | | | | | |
|-------------------|------------------------|--|--|--|--|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
|-------------------|------------------------|--|--|--|--|

BIDDER

WITNESS

EMPLOYER

WITNESS

All documents applicable to this Schedule must be attached as Annexure A

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

Directors / Members / Partners of:

| | Name | Capacity | Signature |
|----|------|----------|-----------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |
| 13 | | | |
| 14 | | | |
| 15 | | | |

Note:

1. *Delete which is not applicable*
2. **NB.** *This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise*
3. *Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page*

Enterprise Stamp

| | | | | | |
|------------|-----------------|--|--|--|--|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
|------------|-----------------|--|--|--|--|

SCHEDULE 3**SCHEDULE OF PROPOSED SUB-CONTRACTORS**

We notify you that it is our intention to employ the following sub-contractors for work in this contract. If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed sub-consultants in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us. We agree we will not subcontract more than 25% of the value of the contract to an enterprise that does not have an equal or higher BBBEE status level of contributor than our company, unless the contract is sub-contracted on an EME that has the capability and ability to execute the sub- contract.

| | Name and address of proposed sub-contractor | Nature and extent of work | Previous experience with sub-contractor |
|----------|--|----------------------------------|--|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |

| | | | |
|-------------------------------|------------------|-----------------|-------------|
| | | | |
| NAME OF REPRESENTATIVE | SIGNATURE | CAPACITY | DATE |

| | |
|-----------------------------|--|
| NAME OF ORGANIZATION | |
|-----------------------------|--|

| | | | | | |
|-------------------|------------------------|--|--|--|--|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
|-------------------|------------------------|--|--|--|--|

| | | | | | |
|------------|-----------------|--------|---------|----------|---------|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

SCHEDULE 4

COMMITMENTS OF TENDERER

Kindly provide particulars of commitments which the tenderer is presently engaged and/or involved with:

| Current Projects / Contract | | Organization | Contact Person Name | Contact Tel. No. | Contract Amount | Contract Period | Date of Commence-ment | Scheduled Date of Completion |
|-----------------------------|--|--------------|---------------------|------------------|-----------------|-----------------|-----------------------|------------------------------|
| 1. | | | | | | | | |
| 2. | | | | | | | | |
| 3. | | | | | | | | |
| 4. | | | | | | | | |
| 5. | | | | | | | | |

| | | |
|------------------------|-----------|------|
| | | |
| NAME OF REPRESENTATIVE | SIGNATURE | DATE |

| | | | | | |
|------------|-----------------|--------|---------|----------|---------|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

SCHEDULE 5

RECORD OF ADDENDA TO TENDER DOCUMENTS

I / we confirm that the following communications received from the Govan Mbeki Municipality before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

| | Date | Title or Details |
|-----|------|------------------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |

I / we confirm that no communications were received from the Govan Mbeki Municipality before the submission of this tender offer, amending the tender documents.

| | | |
|------------------------|-----------|------|
| | | |
| NAME OF REPRESENTATIVE | SIGNATURE | DATE |

| | | | | | |
|------------|-----------------|--------|---------|----------|---------|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

SCHEDULE 6**COMPULSORY ENTERPRISE QUESTIONNAIRE**

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise**Section 2: VAT registration number, if any****Section 3: Particulars of sole proprietors and partners in partnerships**

| No | Name* | Identity Number* | Personal Income Tax Number* |
|-----|-------|------------------|-----------------------------|
| 3.1 | | | |
| 3.2 | | | |
| 3.3 | | | |

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 4: Particulars of companies and close corporations

| | | |
|-----|-----------------------------|--|
| 4.1 | Company Registration number | |
| 4.2 | Close corporation number | |
| 4.3 | Tax reference number | |

Section 5: Record in the service of the state

Indicate by marking the relevant boxes with a cross (X) if any sole proprietor, a partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following: And where None is applicable, mark the block as not applicable, (N/A)

| | | | |
|--|--|--|--|
| A member of any municipal council | | An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) | |
| A member of any provincial legislation | | A member of an accounting authority of any national or provincial public entity | |
| A member of the National Assembly or the National Council of Provinces | | An employee of Parliament or a provincial legislature | |
| A member of the board of directors | | An official of any municipality or municipal entity | |

| | | | | | |
|------------|-----------------|--|--|--|--|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
|------------|-----------------|--|--|--|--|

| | | | |
|-------------------------|--|--|--|
| of any municipal entity | | | |
|-------------------------|--|--|--|

| Name of sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder | Name of institution, public office, board or organ of state and position held | Status of service (tick appropriate column) | |
|--|---|---|-----------------------|
| | | Current | Within last 12 months |
| | | | |
| | | | |
| | | | |

Section 6: Records of spouses, children, and parents in the service of the state

Indicate by making the relevant boxes with a cross (X), if any spouses, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following: And where None is applicable, mark the block as not applicable, (N/A)

| | | | |
|--|--|--|--|
| A member of any municipal council | | An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management act, 1999 (act 1 of 1999) | |
| A member of any provincial legislature | | A member of an accounting authority of any national or provincial public entity | |
| A member of the National Assembly or the National Council of Province. | | An employee of Parliament or a provincial legislature | |
| A member of the board of directors of any municipal entity | | An official of any municipality or municipal entity | |

| Name of spouse, child or parent | Name of institution, public office, board or organ of state and position held | Status of service (tick appropriate column) | |
|---------------------------------|---|---|-----------------------|
| | | Current | Within last 12 months |
| | | | |
| | | | |
| | | | |

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of frauds or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my

| | | | | | |
|------------|-----------------|--|--|--|--|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
|------------|-----------------|--|--|--|--|

| | |
|------------------------|------------------------------------|
| | |
| NAME OF REPRESENTATIVE | AUTHORIZED SIGNATURE (UNDERSIGNED) |
| | |
| CAPACITY | DATE |

belief both true and correct.

Note: insert separate page if necessary

SCHEDULE 7

MUNICIPAL SERVICE ACCOUNT

Section 45(1)(d) of Municipal Supply Chain Regulations requires that the municipality must reject a bidder whose municipal service account is not in arrears for more than three months.

The purpose of this schedule is to obtain proof that municipal services, rates, and taxes of the service provider are not in arrears for more than three months, with the relevant municipality.

Each bidder must complete the below checklist. Important: if you fail to complete this form, the bid will be non-responsive. (Please tick with **X** where appropriate):

| QUESTIONS | | YES | NO |
|--|--|-----|----|
| 1. | Do you own a property? | | |
| 2. | Do you receive a municipal account? | | |
| 3. | Is your municipal service account up to date/current (not in arrears for more than three months)? | | |
| 4. | If yes, provide the following details: | | |
| 4.1 | ▪ Municipality name | | |
| 4.2 | ▪ Municipal account number | | |
| 5. | If yes, please attach proof in the form of the original or certified copy of the bidder's municipal service account not older than 3 months | | |
| 6. | Does the bidder lease/rent the property where the business is situated? | | |
| 7. | If yes, provide the following details: | | |
| 7.1 | ▪ Landlord name | | |
| 7.2 | ▪ Address property is situated | | |
| 7.3 | ▪ Contact number of landlord | | |
| I, (Insert full name) | | | |
| of (insert physical address) | | | |
| being a Director, Principal Shareholder, or owner the of company (Insert company name) | | | |
| | | | |
| Hereby confirms that the information submitted in this form is accurate, to the best of my knowledge | | | |
| SIGNATURE | | | |

*** IMPORTANT: IF YOU FAIL TO COMPLETE THIS FORM, PLEASE REGARD YOUR QUOTE AS NON RESPONSIVE**

| | | | | | |
|------------|-----------------|---------|--|----------|--|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
| BIDDER | | WITNESS | | EMPLOYER | |
| | | | | | |

SCHEDULE 8**EVALUATION SCHEDULE: TENDERER'S EXPERIENCE**

The experience of the tenderer in similar projects or nature or similar areas and conditions in relation to the scope of work for the "PROVISION OF AN ELECTRONIC DOCUMENT AND RECORDS MANAGEMENT SYSTEM/SOLUTION FOR GMM FOR A PERIOD 36 MONTHS"

will be evaluated here.

Briefly describe a company or individual experience with regard to the above scope of work and attach this to this schedule.

NB: Proof of previous work history must be attached in the form of an Official Purchase Order, Appointment Letter, Completion Certificate, and/or reference letter.

A summary of the relevant work experience in line with the scope of work should be indicated in the table below: (Any additional information regarding previous work experience can be attached at the end of this document).

All documents applicable to this Schedule must be attached as **Annexure B**

| Employer, contact person, and telephone number, where available | Description of work (service) | Value of work (i.e. the service provided) inclusive of VAT (Rand) | Date completed |
|---|-------------------------------|---|----------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

The scoring of the tenderer's experience will be as follows:

| | | | | | |
|------------|-----------------|--|--|--|--|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
|------------|-----------------|--|--|--|--|

| | |
|--------------------------|--|
| Non-responsive (score 0) | Tenderer has no experience or no information has been provided |
| Poor (score 10) | 1-3 years experience in providing software on EDRMS |
| Satisfactory (score 20) | 3-4 years experience in providing software on EDRMS |
| Good (score 30) | 4-5 years experience in providing software on EDRMS |
| Very good (score 40) | 5-6 years experience in providing software on EDRMS |

NB: Only bidders who score a minimum of 80 points will be further evaluated on price and BBBEE.

I the undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

| | |
|------------------|---|
| | |
| SIGNED AT | AUTHORIZED SIGNATURE (UNDERSIGNED) |
| | |
| DATE | NAME AND CAPACITY |

| | | | | | |
|-------------------|------------------------|--------|---------|----------|---------|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

SCHEDULE 9

PROPOSED ORGANIZATION, STAFFING & KEY STAFF EXPERIENCE

The tenderer should indicate the company high-level organizational structure and the composition of their team responsible for this project. The key staff members involved with their main disciplines and or roles of responsibilities (job descriptions) and **DETAILED CV'S** must be attached to this page as well as the proposed technical and support staff allocated to work on the project to successfully implement this tender.

The experience of the key staff (assigned personnel) in relation to the scope of work will be evaluated from three different points of view:

- a) General experience (total duration of professional activity), level of education and training, and positions held by each key staff member/expert member.
- b) The education, training, and experience of the key staff members/experts, in the specific sector, field, subject, etc. which is directly linked to the scope of work.
- c) The key staff members' / experts' knowledge of issues that the tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques ,etc.

In the case of an association / joint venture/consortium, it should, indicate how the duties and responsibilities are to be shared. The organization, staffing and key staff should be based on the implementation of one area as per the project scope. Tenderers should provide an organizational structure for the complete scope of work.

THE NUMBER OF AVAILABLE STAFF AND THEIR CERTIFIED QUALIFICATIONS SHOULD BE ATTACHED.

All documents applicable to this Schedule must be attached as Annexure C

The scoring of the proposed organization and staffing will be as follows:

| | Qualifications: | Years of experience: |
|---|--|---|
| Project Manager (max 20 points) | Minimum NQF level 7 relevant Degree relating to Computer Systems and Financial Information Systems(SAQA accredited): (10 points) | At least 3 years of experience: 10 points |
| Qualified Lead System Developer Programmer Technician (max 14 points) | Minimum NQF level 6 of relevant National Diploma ICT/Computer Engineering, Software Development or programming (SAQA accredited): 8 points | At least 2 years of experience: 6 points |
| Software Engineer/Developer (max 10 points) | Diploma ICT/Computer Engineering, Software Development or programming (SAQA accredited): 6 points | At least 1 year of experience: 4 point |
| Computer/Hardware Technician (Max 6 points) | Higher Certificate on ICT: 4 points | At least 1 year of experience: 2 point |

NB: Only bidders who score a minimum of 80 points will be further evaluated on price and BBBEE.

| | | | | | |
|------------|-----------------|--|--|--|--|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
|------------|-----------------|--|--|--|--|

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

| SIGNED AT | AUTHORIZED SIGNATURE (UNDERSIGNED) |
|------------------|---|
| | |
| DATE | NAME AND CAPACITY |

| | | | | | |
|-------------------|------------------------|--|--|--|--|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
|-------------------|------------------------|--|--|--|--|

SCHEDULE 10

CAPACITY TO EXECUTE & IMPLEMENT THE TENDER (PHYSICAL RESOURCES) EVALUATION

The tenderer needs to indicate the lists of equipment that they presently own or lease or will acquire or hire to successfully implement this contract if the tender is awarded.

All documents applicable to this Schedule must be attached as Annexure D

Proof of ownership or valid lease agreement of facility with a fully equipped workshop/office should be attached.

The points for physical resources will be allocated as follows:

Fully equipped office with necessary tools of trade. The office must comply with safety regulations.

Marks = 20 points

Council may visit and inspect workshop/offices without prior notice during evaluation process.

NB: Only bidders who score a minimum of 80 points will be further evaluated on price and BBEE.

Physical and Other Resources

- a) Office equipment that will be hired for this Contract (**Leased of agreement must be attached**)
1. **List of main physical resources and equipment to be used on project: (must be attached**
 2. **Proof of vehicle ownership – by means of a recent copy of Motor Vehicle Licensing document (MVL1) that is not older than 12 months (must be attached)**
 3. **THE SCORING OF THE TENDERER'S CONSTRUCTION RESOURCES WILL BE AS FOLLOWS:**

| Evaluation Criteria | Minimum Required | Points obtainable |
|---------------------------------|--|-------------------|
| Firm's Office Building location | Firm's offices availability | 7 |
| Hardware Resources | Hardware/Software availability setup/ for backup and training purposes | 5 |
| | Software Ownership | 1 |
| | Mechanical Equipment/Power backup tools | 1 |
| Company's vehicles | Vehicle x 1 | 6 |
| Total points for this section: | | |

| | | | | | |
|------------|-----------------|--------|---------|----------|---------|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

| | |
|------------------|---|
| | |
| SIGNED AT | AUTHORIZED SIGNATURE (UNDERSIGNED) |
| | |
| DATE | NAME AND CAPACITY |

| | | | | | |
|-------------------|------------------------|--|--|--|--|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
|-------------------|------------------------|--|--|--|--|

SCHEDULE 11

IMPLEMENTATION PLAN & METHODOLOGY TO IMPLEMENT THE PROJECT

NB: Only bidders who score a minimum of 80 points will be further evaluated on price and BBBEE.

The tenderer should describe briefly the process and methodology which will be followed to implement the project with key timeframes. The main disciplines and roles of responsibilities must be highlighted and indicate the technical support that will be provided on the project etc. The information must be attached to the tender document.

Methodology Approach and Implementation Plan must be Attached as Annexure E

Examples

| | | | | | |
|------------|-----------------|--------|---------|----------|---------|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

The approach paper must respond to the scope of work and outline the proposed approach / methodology. The approach should articulate what added values the tenderer will provide in achieving the stated objectives for the project.

The tenderer must as such explain:

- His /her understanding of the objectives of the assignment,
- The Employer's stated and implied requirements
- Highlight the issues of importance
- Explain the technical approach they would adopt to address them.

The approach paper should explain:

- the methodologies which are to be adopted,
- demonstrate the compatibility of those methodologies with the proposed approach,

The approach should also include a quality plan which,

- outlines processes, procedures and associated resources,
- applied by whom and when, to meet the requirements,
- indicate how risks will be managed,
- what contribution can be made regarding value management.

The tenderer must attach his / her approach paper to this page.

The scoring of the approach paper will be as follows:

| METHODOLOGY APPROACH AND IMPLEMENTATION PLAN | |
|--|----------------------------|
| Demonstrate approach and methodology of project implementation applied on similar project executed by your company in the past 5 years (User Department to assist during evaluation) | Maximum Points - 20 |
| Methodology Comprehensive and detailed | Max 10 points |
| Implementation Plan Work breakdown structure= 5 points Time-bound indicators = 5 points | Max 10 points |
| TOTAL POINTS FOR THIS SECTION | |

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

| | |
|------------------|---|
| | |
| SIGNED AT | AUTHORIZED SIGNATURE (UNDERSIGNED) |

| | | | | | |
|-------------------|------------------------|--------|---------|----------|---------|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

| | |
|-------------|--------------------------|
| | |
| DATE | NAME AND CAPACITY |

Note:

(b) A tender must score a minimum of 80 points to qualify for further consideration at the financial evaluation stage.

(c) All the information and means of proof provided will commit the contractor throughout the duration of the contract

1. Please ensure that relevant information has been submitted with your tender submission to ensure optimal scoring of Functionality points.

3.1 **Classes of Contract**

The 80/20 Preference Point System in compliance with Preferential Policy Framework Act and Supply Chain Management Policy of Govan Mbeki Municipality must be used:

- 80 Points for Competitiveness of Proposed Price
- 20 for preference points:

Based on the B-BBEE Status Level Contribution (As per the table below)

Points must be awarded to a tenderer for attaining the B-BBEE Status level contributor in accordance with the table below:

NB: Only bidders who score a minimum of 80 out of 130 points will be further evaluated on price and BBEE.

I the undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

| | |
|------------------|---|
| | |
| SIGNED AT | AUTHORIZED SIGNATURE (UNDERSIGNED) |
| | |
| DATE | NAME AND CAPACITY |

| | | | | | |
|-------------------|------------------------|--|--|--|--|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
|-------------------|------------------------|--|--|--|--|

.2.2 COMPULSORY MUNICIPAL BID DOCUMENT

| | | | | | |
|------------|-----------------|--------|---------|----------|---------|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

1. TAX COMPLIANCE REQUIREMENTS

1. Bidders must ensure compliance with their tax obligations.
2. Bidders are required to submit their unique personal identification number(PIN) issued by SARS to enable Organ of state to view the taxpayer's profile and tax status.
3. Application for the tax compliance status (TCS) certificate or PIN may be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za
4. Foreign suppliers must complete the pre-award questionnaire in part 2.
5. Bidders may also submit a printed TCS certificate together with the bid.
6. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate TCS certificate/pin / CSD number.
7. Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.

2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|---|----------------|
| 1. Is the entity a resident of the Republic of South Africa? | YES / NO / N/A |
| 2. Does the entity have a branch in the RSA? | YES / NO / N/A |
| 3. Does the entity have a permanent establishment in the RSA? | YES / NO / N/A |
| 4. Does the entity have any source of income in RSA? | YES / NO / N/A |
| 5. Is the entity liable in the RSA for any form of Taxation? | YES / NO / N/A |

(IF THE ANSWER IS “NO”TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM SARS AND IF NOT REGISTER AS PER 1.3. ABOVE)

NB: Failure to provide any of the above particulars may render the bid invalid.

.....
Signature of BIDDER

.....
Date

.....
Capacity under which this bid is signed

| | | | | | |
|------------|-----------------|--------|---------|----------|---------|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

MBD 4**DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

| No. | Information | Please provide detail | |
|-------|---|-----------------------|----|
| 3.1 | Full name of bidder or his or her representative | | |
| 3.2 | Identity number | | |
| 3.3 | Position occupied in the company (director, trustee, hareholder ² | | |
| 3.4 | Company registration number | | |
| 3.5 | Tax reference number | | |
| 3.6 | VAT registration number | | |
| Note | <i>(The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.)</i> | | |
| 3.7 | Are you presently in the service of the state? | Yes | No |
| | If yes, please furnish particulars : | | |
| 3.7.1 | Name of director | | |
| 3.7.2 | Service of state organization | | |

| | | | | |
|--------------------------------------|--|--|-----|----|
| 3.8 | Have you been in the service of the state for the past twelve months? | | Yes | No |
| If yes, please furnish particulars : | | | | |
| 3.8.1 | Name of director | | | |
| 3.8.2 | Service of state organization | | | |
| 3.9 | Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? | | Yes | No |
| If yes, please furnish particulars : | | | | |
| 3.9.1 | Name of person in the service of state | | | |
| 3.9.2 | Relationship | | | |
| 3.10 | Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? | | Yes | No |
| If yes, please furnish particulars : | | | | |
| 3.10.1 | Name of person in the service of state | | | |
| 3.10.2 | Relationship | | | |
| 3.11 | Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? | | Yes | No |
| If yes, please furnish particulars : | | | | |
| 3.11.1 | Name of director | | | |
| 3.11.2 | Service of state organization | | | |
| 3.12 | Is any spouse, child or parent of the company's director trustees, managers, principle shareholders or stakeholders in service of the state? | | Yes | No |
| If yes, please furnish particulars: | | | | |
| 3.12.1 | Name of director | | | |
| 3.12.2 | Name of relative | | | |

| | | | |
|-------------------------------------|--|-----|----|
| 3.12.3 | Relationship | | |
| 3.13 | Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? | Yes | No |
| If yes, please furnish particulars: | | | |
| 3.13.1 | Name of director | | |
| 3.13.2 | Related company | | |
| Note: | <p>SCM Regulations:</p> <p>"¹In the service of the state" means to be –</p> <p>(a) a member of –</p> <p>(i) any municipal council;</p> <p>(ii) any provincial legislature; or</p> <p>(iii) the national Assembly or the national Council of provinces;</p> <p>(b) a member of the board of directors of any municipal entity;</p> <p>(c) an official of any municipality or municipal entity;</p> <p>(d) an employee of 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);</p> <p>(e) a member of the accounting authority of any national or provincial public entity; or</p> <p>(f) an employee of Parliament or a provincial legislature.</p> <p>"² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.</p> | | |

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

| Full Name | Identity Number | State Employee Number |
|-----------|-----------------|-----------------------|
| | | |
| | | |
| | | |
| | | |

| | | | | | |
|------------|-----------------|--|--|--|--|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
|------------|-----------------|--|--|--|--|

5. I, the undersigned certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.

| | |
|-------------------------------|---|
| | |
| NAME OF REPRESENTATIVE | AUTHORIZED SIGNATURE (UNDERSIGNED) |
| | |
| DATE | CAPACITY |

| | | | | | |
|-------------------|------------------------|--|--|--|--|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
|-------------------|------------------------|--|--|--|--|

MBD 5

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
(ALL APPLICABLE TAXES INCLUDED)**

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

| | | Tick applicable box | |
|-----|--|---------------------|----|
| 1. | Are you by law required to prepare annual financial statements for auditing? | Yes | No |
| 1.1 | If yes, submit audited annual financial statements for the past three years or since the date of the establishment if established during the past three years. | Yes | No |
| 2. | Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? | Yes | No |
| 2.1 | If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or another service provider in respect of which payment is overdue for more than 30 days. | Yes | No |
| 2.2 | If yes, provide particulars: | | |
| 3. | Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? | Yes | No |
| 3.1 | If yes, provide particulars: | | |
| 4. | Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? | Yes | No |
| 4.1 | If yes, provide particulars: | | |

| | | | | | |
|------------|-----------------|--|--|--|--|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
|------------|-----------------|--|--|--|--|

CERTIFICATION

I, the undersigned certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.

| | |
|-------------------------------|---|
| | |
| NAME OF REPRESENTATIVE | AUTHORIZED SIGNATURE (UNDERSIGNED) |
| | |
| DATE | CAPACITY |

| | | | | | |
|-------------------|------------------------|--|--|--|--|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
|-------------------|------------------------|--|--|--|--|

MBD 6.1**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code

| | | | | | |
|------------|-----------------|--|--|--|--|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
|------------|-----------------|--|--|--|--|

- ### 3. POINTS AWARDED FOR PRICE

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

80/20 or **90/10**

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

Ps = Points scored for price of bid under consideration

P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(*Tick applicable box*)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

- 7.1.1 If yes, indicate:

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

(*Tick applicable box*)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

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

| Designated Group: An EME or QSE which is at last 51% owned by: | EME √ | QSE √ |
|---|----------|----------|
| Black people | | |
| Black people who are youth | | |
| Black people who are women | | |
| Black people with disabilities | | |
| Black people living in rural or underdeveloped areas or townships | | |
| Cooperative owned by black people | | |
| Black people who are military veterans | | |
| OR | | |
| Any EME | | |
| Any QSE | | |

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

| | | | | | |
|------------|-----------------|--|--|--|--|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
|------------|-----------------|--|--|--|--|

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

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

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

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

| | | | | | |
|------------|-----------------|--------|---------|----------|---------|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

MBD 6.2**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

| | | | | | |
|------------|-----------------|--------|---------|----------|---------|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

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

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

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

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

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

3.1 If yes, the rate(s) of exchange to be used in the bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

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

| Currency | Rates of exchange |
|----------------|-------------------|
| US Dollar | |
| Pound Sterling | |
| Euro | |
| Yen | |
| Other | |

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

| | | | | | |
|------------|-----------------|--------|---------|----------|---------|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

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

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

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

IN RESPECT OF BID NO.

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

NB

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (c) The local content percentage (as stated below) has been calculated using the formula given in clause 3 of SATS 1286:2011, rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

| | | | | | |
|------------|-----------------|--------|---------|----------|---------|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also **NOT APPLICABLE** a, or data that are not verifiable as described in the Procurement Authority / Institution imposing any or all of the provisions of clause 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

N/A

| | | | | | |
|------------|-----------------|--------|---------|----------|---------|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

Local Content Declaration - Summary Schedule

(C1) Tender No.

(C2) Tender description:

(C3) Designated product(s)

(C4) Tender Authority:

(C5) Tendering Entity name:

(C6) Tender Exchange Rate:

Pula

EU

GBP

(C7) Specified local content %

Note: VAT to be excluded from all calculations

Annex C

Calculation of local content

| Tender item no's | List of items | Tender price - each (excl VAT) | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) |
|------------------|---|--------------------------------|-------------------------|---|----------------|-------------|----------------------------|
| (C8) | (C9) | (C10) | (C11) | (C12) | (C13) | (C14) | (C15) |
| | (ADD INFO OF BOQ RELATED TO LOCAL CONTENT) | | | | | | |
| | | | | | | | |
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Tender summary

| Tender Qty | Total tender value | Total exempted imported content | Total Imported content |
|------------|--------------------|---------------------------------|------------------------|
| (C16) | (C17) | (C18) | (C19) |
| | | | |
| | | | |
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| | | | |

Signature of tenderer from Annex B

Date:

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

TENDER NO.

8/3/1 - 16/2022

BIDDER

WITNESS

EMPLOYER

WITNESS

Annex D

Imported Content Declaration – Supporting Schedule to Annex C

| | |
|----------------------------|--|
| (D1) Tender No. | |
| (D2) Tender Description | |
| (D3) Designated Products | |
| (D4) Tender Authority | |
| (D5) Tendering Entity Name | |
| (D6) Tender Exchange Rate | |

Note: VAT to be excluded from all calculations

| | | | | | |
|------|--|----|--|-----|--|
| Pula | | EU | | GBP | |
|------|--|----|--|-----|--|

| A. Exempted imported content | | | | Calculation of imported content | | | | | | Summary | |
|--|---------------------------------|----------------|-------------------|--|----------------------|------------------------|--------------------------------|---|----------------------------|-----------------------------------|-------------------------|
| Tender item no's | Description of imported content | Local supplier | Overseas Supplier | Foreign currency value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Tender Qty | Exempted imported value |
| (D7) | (D8) | (D9) | (D10) | (D11) | (D12) | (D13) | (D14) | (D15) | (D16) | (D17) | (D18) |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| This total must correspond with Annex C - C7 | | | | | | | | | | (D19) Total exempt imported value | |

| B. Imported directly by the Tenderer | | | | Calculation of imported content | | | | | | Summary | |
|--------------------------------------|---------------------------------|-----------------|-------------------|--|----------------------|------------------------|--------------------------------|---|----------------------------|------------|----------------------|
| Tender item no's | Description of imported content | Unit of measure | Overseas Supplier | Foreign currency value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Tender Qty | Total imported value |
| (D20) | (D21) | (D22) | (D23) | (D24) | (D25) | (D26) | (D27) | (D28) | (D29) | (D30) | (D31) |
| | | | | | | | | | | | |
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|------------|-----------------|--|--|--|--|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
|------------|-----------------|--|--|--|--|

(D32)Total imported value by tenderer

C. Imported by a 3rd party and supplied to the Tenderer**Calculation of imported content****Summary**

| Description of imported content | Unit of measure | Local supplier | Overseas Supplier | Foreign currency value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Tender Qty | Total imported value |
|---------------------------------|-----------------|----------------|-------------------|--|----------------------|------------------------|--------------------------------|---|----------------------------|---|----------------------|
| (D33) | (D34) | (D35) | (D36) | (D37) | (D38) | (D39) | (D40) | (D41) | (D42) | (D43) | (D44) |
| | | | | | | | | | | | |
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| | | | | | | | | | | | |
| | | | | | | | | | | (D45) Total imported value by 3rd party | |

B. Imported directly by the Tenderer**Calculation of foreign currency payments****Summary of payments**

| Type of payment | Local supplier making the payment | Overseas beneficiary | Foreign currency value paid | Tender Exchange Rate | Local value of payments |
|-----------------|-----------------------------------|----------------------|-----------------------------|----------------------|-------------------------|
| (D46) | (D47) | (D48) | (D49) | (D50) | (D51) |
| | | | | | |
| | | | | | |
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| | | | | | |
| | | | | | |

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B

Date: _____

TENDER NO.

8/3/1 - 16/2022

BIDDER

WITNESS

EMPLOYER

WITNESS

Annex E

SATS 1286.2011
TD 1 (version 4)(GOODS / SERVICES)

Local Content Declaration - Supporting Schedule to Annex C

Note: VAT to be excluded from all calculations

Tender description:

Designated products:

Tender Authority:

Tendering Entity name:

Local Products (Goods, Services and Works)

Description of items purchased

Local suppliers

Value

(E6)

(E7)

(E8)

NOT APPLICABLE

(E9) Total local products (Goods, Services and Works)

Manpower costs

(E10)(Tenderer's manpower cost)

TENDER NO.

8/3/1 - 16/2022

BIDDER

WITNESS

EMPLOYER

WITNESS

Factory overheads

(E11)(Rental, depreciation & amortisation, utility costs, consumables etc.)

Administration overheads and mark-up

(E12)(Marketing, insurance, financing, interest etc.)

(E13) Total local contentSignature of tenderer from Annex B**This total must correspond with Annex
C - C24**

Date:

NOT APPLICABLE

The guidance document can be found at: www.dti.gov.uk/industrial_development/docs/ip/guideline.pdf

| | | | | | |
|------------|-----------------|--|--|--|--|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
|------------|-----------------|--|--|--|--|

MBD 7.1**CONTRACT FORM – PURCHASE OF GOODS / WORKS**

THIS FORM MUST BE FILLED BY BOTH THE SERVICE PROVIDER (PART 1) AND THE EMPLOYER / MUNICIPALITY (PART 2) AND SIGNED IN THE ORIGINAL.

PART 1 (TO BE FILLED IN BY THE BIDDER)

- 3 I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to Govan Mbeki Municipality in accordance with the requirements and task directives / proposals specifications stipulated in bid number **8/3/1-16/2022** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Employer / Municipality during the validity period indicated and calculated from the closing date of the bid.
1. The following documents shall be deemed to form and be read and construed as part of this agreement:
- 2.1 Bidding documents, viz
- Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical specification(s)
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
- 1.2 General Conditions of Contract;
- 1.3 Other (specify)
2. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
3. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
4. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
5. I confirm that I am duly authorized to sign this contract.

| | |
|-------------------------------|---|
| | |
| SIGNED AT | AUTHORIZED SIGNATURE (UNDERSIGNED) |
| | |
| DATE | NAME AND CAPACITY |
| WITNESSES: (SIGNATURE) | DATE |
| 1. | |
| 2. | |

| | | | | | |
|-------------------|------------------------|--------|---------|----------|---------|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

MBD 7.1**CONTRACT FORM – PURCHASE OF GOODS / WORKS****PART 2 (TO BE FILLED IN BY THE EMPLOYER / MUNICIPALITY)**

1.

I _____ in my capacity _____
 as _____ accept your bid under _____
 reference number **8/3/1-16/2022** dated _____
 for the rendering of services hereunder and/or further specified in the annexures.

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

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

| | |
|-------------------------------|---|
| | |
| SIGNED AT | AUTHORIZED SIGNATURE (UNDERSIGNED) |
| | |
| DATE | NAME AND CAPACITY |
| WITNESSES: (SIGNATURE) | OFFICIAL STAMP |
| 1. | |
| 2. | |

| | | | | | |
|-------------------|------------------------|--|--|--|--|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
|-------------------|------------------------|--|--|--|--|

MBD 7.2**CONTRACT FORM - RENDERING OF SERVICES**

THIS FORM MUST BE FILLED IN BY BOTH THE SERVICE PROVIDER (PART 1) AND THE EMPLOYER / MUNICIPALITY (PART 2) AND SIGNED IN THE ORIGINAL.

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

- I hereby undertake to render the services as described in the attached bidding documents to Govan Mbeki Municipality in accordance with the requirements and task directives / proposals specifications stipulated in bid number 8/3/1-16/2022 at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Employer / Municipality during the validity period indicated and calculated from the closing date of the bid.
1. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - 2.1 Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - 1.2 General Conditions of Contract;
 - 1.3 Other (specify)
 2. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
 3. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
 4. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
 5. I confirm that I am duly authorized to sign this contract.

| | |
|-------------------------------|---|
| | |
| SIGNED AT | AUTHORIZED SIGNATURE (UNDERSIGNED) |
| | |
| DATE | NAME AND CAPACITY |
| WITNESSES: (SIGNATURE) | DATE |
| 1. | |
| 2. | |

| | | | | | |
|-------------------|------------------------|--------|---------|----------|---------|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

MBD 8**DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

1. This municipal bidding document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities 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 rejected if that bidder or any of its directors have:
 - 3.1 abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - 3.2 been convicted for fraud or corruption during the past five years;
 - 3.3 willfully neglected, reneged on, or failed to comply with any government, municipal, or another public sector contract during the past five years; or
 - 3.4 been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004).
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 | No |
| 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 | No |
| 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 of law outside the Republic of South Africa) for fraud or corruption during | Yes | No |

| | | | | | |
|------------|-----------------|--------|---------|----------|---------|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

| Item | Question | Yes | No |
|-------|--|-----|----|
| | the past five years? | | |
| 4.3.1 | If so, furnish particulars: | | |
| 4.4 | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes | No |
| 4.4.1 | If so, furnish particulars: | | |
| 4.5 | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes | No |
| 4.5.1 | If so, furnish particulars: | | |

CERTIFICATION

I, the undersigned certify that the information furnished on this declaration form 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.

| | |
|-------------------------------|---|
| | |
| NAME OF REPRESENTATIVE | AUTHORIZED SIGNATURE (UNDERSIGNED) |
| | |
| DATE | CAPACITY |

| | | | | | |
|-------------------|------------------------|--|--|--|--|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
|-------------------|------------------------|--|--|--|--|

MBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This municipal bidding document (MBD) 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). ²Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD 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 (MBD 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.**

| | | | | | |
|------------|-----------------|--------|---------|----------|---------|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

MBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

TENDER 8/3/1 – 16/2022: “PROVISION OF AN ELECTRONIC DOCUMENT AND RECORDS MANAGEMENT SYSTEM/SOLUTION FOR GMM FOR A PERIOD OF 36 MONTHS”

in response to the invitation for the bid made by:

| |
|--|
| |
| NAME OF MUNICIPALITY / MUNICIPAL ENTITY |

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

I certify, on behalf of:

| |
|-------------------------------|
| |
| NAME OF REPRESENTATIVE |

that:

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.

| | | | | | |
|-------------------|-----------------|--------|---------|----------|---------|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

| | | | | | |
|------------|-----------------|--------|---------|----------|---------|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

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:
- 7.1 Prices;
 - 7.2 Geographical area where product or service will be rendered (market allocation);
 - 7.3 Methods, factors or formulas used to calculate prices;
 - 7.4 The intention or decision to submit or not to submit a bid;
 - 7.5 The submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6 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.

| | |
|-------------------------------|---|
| | |
| NAME OF REPRESENTATIVE | AUTHORIZED SIGNATURE (UNDERSIGNED) |
| | |
| DATE | CAPACITY |

THE CONTRACT

| | | | | | |
|------------|-----------------|--------|---------|----------|---------|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

C1 AGREEMENTS AND CONTRACT DATA

| | | | | | |
|------------|-----------------|--------|---------|----------|---------|
| TENDER NO. | 8/3/1 - 16/2022 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

C1.1 FORM OF OFFER & ACCEPTANCE

C1.1.1 FORM OF OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the following project:

| | |
|---------------------|---|
| Bid / Tender Number | 8/3/1-16/2022 |
| Tender Title | “PROVISION OF AN ELECTRONIC DOCUMENT AND RECORDS MANAGEMENT SYSTEM/SOLUTION FOR GMM FOR A PERIOD OF 36 MONTHS” |

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of the tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider / consultant under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS THE FOLLOWING:

| AMOUNT IN WORDS (INCL. VAT) | AMOUNT IN FIGURES (INCL VAT) |
|-----------------------------|-------------------------------|
| RAND | R |

****AMOUNT MUST BE IN WORDS AS WELL AS FIGURES**

This offer may be accepted by the employer by communicating such acceptance in writing to the tenderer or by signing the acceptance part of this Form of Offer and Acceptance and returning one copy thereof to the tenderer, whereupon the tenderer becomes the party named as the provider / consultant in the conditions of contract identified in the contract data.

| Signature Block: Tenderer | | | |
|---------------------------|--|------|--|
| Signature | | Date | |
| Name | | | |
| Capacity | | | |
| Name of organization | | | |
| Address of organization | | | |
| Signature of witness | | Date | |
| Name of witness | | | |

| | | | | | |
|------------|----------------|--|--|--|--|
| TENDER NO. | 8/3/1- 16/2022 | | | | |
|------------|----------------|--|--|--|--|

C1.1.2 FORM OF ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the service provider / consultant the amounts due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offers shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1 Agreements and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work.
- Service Level of Agreement as signed by the parties.

and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules, will only be valid if reduced to writing and signed by both parties.

The tenderer shall within two weeks after receiving a completed copy of this agreement, contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Unless otherwise specified elsewhere in this bidding document or any subsequent written agreement entered into between the parties, this agreement comes into effect on the date when the Employer communicates the acceptance and/or conditions of acceptance of the tenderer's offer in writing or signs the acceptance part of the Offer and Acceptance, whichever occurs first.

| Signature Block: Employer | | | |
|----------------------------------|---|------|--|
| Signature | | Date | |
| Name | | | |
| Capacity | | | |
| Name of organization | Govan Mbeki Municipality | | |
| Address of organization | Horwood Street, Secunda CBD, Secunda,2302 | | |
| Signature of witness | | Date | |
| Name of witness | | | |

| | | | | | |
|------------|----------------|--------|---------|----------|---------|
| TENDER NO. | 8/3/1- 16/2022 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

C1.1.3 SCHEDULE OF DEVIATIONS**STANDARDIZED ITEMS OF SCHEDULE OF DEVIATIONS:**

- Any clarification of the terms of the offer provided by the tenderer in writing
- Any clarification, confirmation, or changes to the documents provided by the Employer in writing prior to or simultaneous with award / written acceptance of the offer,

| | | |
|---|---------|--|
| 1 | Subject | |
| | Details | |
| 2 | Subject | |
| | Details | |
| 3 | Subject | |
| | Details | |
| 4 | Subject | |
| | Details | |

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of written acceptance of its offer shall have any meaning or effect in the contract between the parties arising from this agreement.

| | | | | | |
|-------------------|-----------------------|--------|---------|----------|---------|
| TENDER NO. | 8/3/1- 16/2022 | | | | |
| | | BIDDER | WITNESS | EMPLOYER | WITNESS |

C1.2 CONTRACT DATA**PART 1 - DATA PROVIDED BY THE EMPLOYER**

The employer is the **Govan Mbeki Municipality**.

The authorized and designated representative of the employer is:

| | |
|---|--|
| Name of employer: | Govan Mbeki Municipality |
| The address for receipt of communications is: | Govan Mbeki Municipality Horwood Street Secunda CBD Secunda 2302 |
| Telephone: | (017) 620 6000 |
| Facsimile: | |
| Email: | |
| The project is: | 8/3/1-16/2022: "PROVISION OF AN ELECTRONIC DOCUMENT AND RECORDS MANAGEMENT SYSTEM/SOLUTION FOR GMM FOR A PERIOD OF 36 MONTHS" |

Note :

The location for the performance of the Project is **the municipal area of Govan Mbeki**.
The service provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
The service provider is required to obtain the employer's prior approval in writing before taking any of the following actions:

- Appointing subcontractors for the performance of any part of the services,
- Appointing key persons or personnel not listed by name in the contract data.
- Copyright of documents prepared for the project shall be vested with the employer.

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PART 2 - DATA PROVIDED BY THE SERVICE PROVIDER

| | |
|--|--|
| The service provider is | |
| Name | |
| Address | |
| Telephone: | |
| Facsimile: | |
| The authorized and designated representative of the service provider is | |
| Name | |
| The address for receipt of communications is | |
| Telephone | |
| Facsimile | |
| Email | |
| Address | |

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C2 PRICING SCHEDULE

C2.1 PRICING INSTRUCTIONS

- a) These pricing instructions provide the tenderer with guidelines and requirements with regard to the completion of the pricing schedule. These pricing instructions also describe the criteria and assumptions which will be assumed in the contract to have been taken into account by the tenderer when developing his prices.
- b) The pricing schedule shall be read with all the documents which form part of this contract.
- c) The following words have the meaning hereby assigned to them:

| Words/Abbreviation | Meaning |
|--------------------|---------|
| Example: M | Meter |
| | |

- d) The rates to be inserted in the pricing schedule are to be full inclusive for the work described under the specification. Such rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit.
- e) A rate is to be entered against each item in the Schedule of Fees and Disbursements. An item against which no rate is entered will invalidate your offer. Alterations must be acknowledged as per clause 2.11 of '1.3 STANDARD CONDITIONS OF TENDER'.
- f) All rates and sums of money quoted in the pricing schedule shall be in Rands and whole cents. Fractions of a cent shall be discarded.
- g) All travelling costs, accommodation, meals and other incidental costs are to be included in the time based costs.
- h) Provisional amounts shall only be expended on the specific instruction of the Employer.
- i) All prices and rates entered in the pricing schedule must be **exclusive of Value Added Tax (VAT)**.
- j) If registered VAT is should be added at below the schedule. If not VAT registered indicate zero or "-"
- k) Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered.
- l) In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- m) In cases of contract periods longer than 12 months and price adjustments is applicable, it will be based on CPI. If higher inflation is required indicate CPI + and number %.
- n) If the tender required firm (fixed prices) the amount indicated in Colum D will be the tender amount.
- o) If the tender amount is payable at end of contract on delivery of goods and services, Scratch out total per month with N/A or "-"
- p) If the tender amount is based on rates (Column B), the tender will be awarded to the rate and the total contract amount will only be used for evaluation purposes.

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C2.2 MBD 3.1 BID PRICE**PURCHASES**

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

Name of Bidder:..... **Bid Number:** 8/3/1-16/2022

Closing Date: -19/-10-/2022

Closing Time: 12h00

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

| ITEM | DESCRIPTION | UNIT | QUANTITY | PRICE PER UNIT | TOTAL AMOUNT |
|------------|--|------------|-------------------|----------------|--------------|
| 1. | System-related Hardware | | | | |
| 1.1 | Compatible Scanner | 1 | 1 | | |
| | Monochrome signature tablets | 1 | 15 | | |
| | Compatible Notebooks | 1 | 5 | | |
| | Compatible Desktops | 1 | 5 | | |
| | Sub Total | | | | |
| 2. | Software (monthly payment) | 1 | 100 | | |
| 2.1 | Software Licenses (Once off) | 1 | 100 | | |
| 2.2 | Annual Software Maintenance and updated subscription | | | | |
| 2.3 | Local server maintenance and software support | | | | |
| | SMS Web Server & Service | | | | |
| | Sub Total | | | | |
| 3. | Training: Basic, Advanced and train the trainer | Per person | 100 | | |
| | Training for ongoing support | 1 day | 20 days per annum | | |
| 4 | Data Migration | 1 | 1 | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| | TOTAL AMOUNT | | | | |

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

- **QUANTITIES INDICATED ABOVE ARE FOR EVALUATION PURPOSES ONLY**
- **NB: ESCALATION OF PRICES SHOULD BE PER ANNUM AFTER 12 MONTHS OF THE CONTRACT, CALCULATED ON THE CPIX IN RESPECT OF THE MONTH IN WHICH ESCALATION IS APPLIED (THE ANNIVERSARY MONTH).**
- **ALLOCATION OF WORK WILL BE LIMITED TO THE AVAILABLE BUDGET**

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

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C2.2 MBD 3.3 BID PRICE**PROFESSIONAL SERVICES****Name of Bidder:..... Bid Number: 8/3/1-16/2022****Closing Date: -29/-09-/2022****Closing Time: 12h00**

1. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

2. PERSON AND POSITION

HOURLY RATE

DAILY RATE

R-----

--

R-----

--

R-----

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

R-----

days

R-----

days

R-----

days

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

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

.....

.....

R.....

.....

.....

R.....

.....

.....

R.....

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

5. Other expenses, for example, accommodation (specify, eg. Three star hotel, bed, and breakfast, telephone cost, reproduction cost,

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etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

| DESCRIPTION OF EXPENSE TO BE INCURRED | RATE | QUANTITY | AMOUNT |
|---------------------------------------|-------|----------|--------|
| R..... | | | |
| R..... | | | |
| R..... | | | |
| R..... | | | |
| TOTAL: R..... | | | |

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

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

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

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

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

*Delete if not applicable

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C3 SCOPE OF WORKS

6. TENDER SPECIFICATIONS PREFACE TO PROJECT SPECIFICATION

6.1 BACKGROUND

The Govan Mbeki Municipality is currently using a an Electronic Document Management and Records System that has been installed for the past 3 years. The municipality wishes to source a system that can complement the existing data compiled and archived using the current system with a modern document management solution.

Govan Mbeki Municipality intends to install an Electronic Document Management System to increase efficiency and productivity in business processes, ensure consistency and continuity of business operations, comply with regulatory, legal and quality requirements, reduce paper based cost, centralize documents and other files for easy access and secure documents, through controlled access. The project involves the acquisition, installation, training and ongoing software system maintenance support for the Electronic Document Management System Software application.

6.2 PROFESSIONAL SERVICES

The Supplier shall provide both services that follow the guidelines for SDLC (Systems Development Life Cycle) to successfully implement this project. The phases that should be incorporated in this project by the Supplier are to include:

- 1) project planning,
- 2) requirements definition,
- 3) design,
- 4) development,
- 5) integration and test,
- 6) implementation,
- 7) operation and maintenance.

6.2.1 PROJECT PLANNING PHASE

During the planning stage, the Supplier shall verify that the goals and objectives of the software align with those of the customer (GMM). The output of this phase should include the following documentation:

- Project plan and schedule
- Comprehensive listing of scheduled activities for the requirements phase

6.2.2 REQUIREMENTS DEFINITION PHASE

This is the core of the project and therefore should be approached with thoroughness. The Supplier shall perform due diligence to ensure the requirements are defined in further detail to ensure the software application will meet the needs of the user. The requirements shall define the major functions of the proposed solution, operational data areas and reference data areas, as well as define the initial data entities. The major functions include, but are not limited to, critical processes and mission-critical inputs, outputs, and reports. Mission critical may be defined as any aspect that has an effect on the operations of the direct and indirect departments that shall be impacted by the proposed solution.

Additionally, a gap analysis shall be performed to identify any gaps in the current requirements and the functionality which the software application can provide. For those requirements that cannot be fully met by the baseline software application, it shall be identified as feasible work-around. The work-around must be of minimal impact to users and must be agreed upon by the users prior to final approval. The output of this phase should include the following documentation:

- Detailed requirements document
- Requirements traceability matrix which outlines how each requirement is linked to a specific product goal in a hierarchical listing.
- Updated project plan and schedule

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6.2.3 DESIGN PHASE

The design phase will consist of converting the approved requirements document into design elements. For a pre-packaged software application, design elements will consist of features and functionalities readily available in the baseline product. The design phase shall include detailed and comprehensive data modelling. The data modelling shall take into consideration the following: detailed data requirements, technical environment, performance consideration, business processes (rules,) and business data. The output of this phase should include the following documentation:

- Entity relationship diagram(s) with a full dictionary - this diagram should not be solely based on the data as defined in the baseline product; however, it shall include any data that is specific to GMM.
- Semantic or conceptual data model.
- Business process diagrams

6.2.4 DEVELOPMENT PHASE

The effort required for the development of the solution in this phase may be minimal due to the ideal solution being that of a pre-packaged nature; however, this phase must be included to ensure the requirements and design requirements are being fulfilled. The Supplier shall configure and provide configuration instructions that shall be made to the software application to ensure the user's requirements are fulfilled. Any modifications that may be required to meet the user's requirements shall be clearly identified as a configurable option or customization to the code. It is highly recommended that the minimum or no customization be performed at the code level; however, if the aforementioned scenario cannot be avoided, the Supplier must include the impact of the customization in terms of initial cost, ongoing maintenance and support, and upgrades. The Supplier shall provide test cases for the modules, system, and users. The output of this phase should include the following documentation:

- Fully functional software that satisfies requirements and design elements.
- Test plans – shall describe the test cases that will be utilized to validate the correctness and completeness of the software.
- Implementation plan

6.2.5 INTEGRATION AND TEST PHASE

In this phase, the software shall be moved from the development environment to a test environment. The reference data should be finalized; however, the appropriate level of access and roles are provided for users. The test plan shall include the following: unit testing, system tests, integration testing (if any), regression testing, and user acceptance testing. The output of this phase should include the following documentation:

- Integrated software (if any)
- Implementation plan
- Acceptance plan which include test cases

6.2.6 IMPLEMENTATION

This phase shall be comprised of the acceptance, installation and deployment of the application in order to ready the software application for a production environment. The proposer shall include the setup for a training/test environment on the test server.

This entails the completion of user acceptance testing as well as software specific testing. The user acceptance testing will include the successful testing of the user requirements as outlined in this document as well as those identified in the requirements gathering phase of the project. The software testing will include performance testing for each unit as well as the integration into various software modules. The software testing may also include the testing of integration with external applications. Successful execution of the test application is a prerequisite to acceptance of the software application by the customer. The output of this phase should include the following documentation:

- Test cases including results and person(s) who performed test
- Sign-off for acceptance of test cases

6.2.7 OPERATION AND MAINTENANCE

The operation and maintenance of the application will consist of a partnership of the Supplier and Information Communication Technologies; therefore, the Supplier shall provide documentation that describes the

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requirements for the software application to function in a normal environment. The Supplier shall provide all requirements needed for the application to be maintained in an operational environment.

6.2.8 MODIFICATIONS AND ADDITIONAL SERVICES

Any supplemental programming modifications or other consulting services beyond the scope of the contract that are requested by GMM shall be provided by the Proposer on a time and materials basis. The said billing rates shall remain at those rates until one year from the execution of the Contract at which time the Proposer will provide time and materials assistance at the rate charged to other Proposer customers for similar services. Prior to the commencement of services, the proposer shall define in writing the labor hours, billing rates, description of services and/or work to be performed, the changes or additions to the Application Software, the way in which the Application Software will function upon completion of the modifications, and the estimated time period for the services to be performed. GMM shall not be charged for any services until the additional services are approved by GMM personnel in writing. Only after the Proposer receives approval in writing from GMM will the Proposer perform the additional services.

6.3 PROJECT MANAGEMENT

The proposer should describe their experience in implementing and managing projects using project management methodology. The municipality is particularly interested in how the Proposer's project management approach utilizes the following or similar key process groups when implementing a project. Also, the Proposer should provide documentation which shows their understanding of the application of such documents within each key process group.

6.3.1 INITIATING

This stage includes preparing the project for success by identifying the right team (especially the project manager) and scope, as well as determining the relationship between the project and its alignment with the client's overall objectives.

6.3.2 PLANNING

This stage includes developing the relevant resources, timelines and milestones, and aligning project deliverables to business priorities (i.e. risk management, communications, quality, cost/budgeting, duration and sequencing, external dependencies). The output of this phase should include the following documentation:

- Project plan
- WBS including deliverables with estimated start and end dates for each activity and the required resource. These dates shall be monitored and adhered to; however, the inability to meet scheduled dates of a task within the critical path must be submitted to the PMO and approved prior to making change in the schedule. If the project is not complete as scheduled, a penalty will be enforced.
- This penalty will include a deduction of .1% of professional services for every business day the project is delayed.

6.3.3 EXECUTING

This phase includes assigning a project team and distributing information to ensure the proper project activities are undertaken. This process also includes ensuring quality assurance methods are in place to address change management. The output of this phase should include the following documentation:

- Regularly scheduled status meetings as outlined in the communication section of the project plan.
- Issue tracking log - All issues pertaining to the project shall be monitored and tracked throughout the project lifecycle. Upon closure of an issue, the issue shall not be deleted but rather moved to an archived issue log.

6.3.4 CONTROLLING AND MONITORING

This phase includes ensuring the resulting project activities is in check with the original project charter and plan, and risk from uncontrolled external actions is mitigated.

- Monitor quality, costs and schedule;
- Manage stakeholder relationships, risk and contract monitoring;
- Identify discrepancies (or variations) within the project schedule to ensure project schedule is met.
- Ensure proper project communications

6.3.5 CLOSING

This phase entails making sure you have delivered everything expected of the project based upon the agreed terms in the requirements gathering phase as well as the acceptance criteria. GMM will provide an internal Project Manager to coordinate with the Project Manager of the Supplier. This project manager will be responsible for providing all necessary GMM resources and for providing a status report to the municipality on the progress of

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the project as well as obtaining the necessary approvals for each milestone.

The following services will be required of the Project Manager:

- Identify GMM's current Business Processes that exist today, including a gap analysis to identify and document existing gaps between the selected software applications and current business processes. The Supplier should anticipate that the municipality might modify processes to match the selected solutions pre-configured system rather than make custom software modifications.
- Provide GMM with the development of a project plan, project schedule and a high-level project budget including software, services, training and maintenance necessary to successfully implement a legislative information management and tracking system.

6.4 CONTRACT ADMINISTRATION AND MANAGEMENT

The administration and management of the contract(s) shall be that of an iterative process in that the contracts shall be negotiated until an agreement may be reached by all parties involved, particularly the Municipality.

Additionally, Service Level Agreement (SLA) will be required which shall formerly define the level of service, responsibilities, guarantees, and warranties. The SLA shall specify availability, serviceability, performance, and operation. The SLA shall outline helpdesk hours, response times, call priorities, call process, escalation process, and schedules. In the event of the business days of the company are not in-line with the business days of the municipality, the Proposer shall provide reasonable alternate solutions at no cost to the municipality. The SLA shall be continuously monitored for compliance with agreed upon levels of service. Any failure to comply with SLA levels will result in monetary penalties.

6.5 SYSTEMS REQUIREMENTS MATRIX

This section details the functional requirements which are required by the proposed solution. In addition to providing input to aforementioned high-level requirements, the Supplier must also provide a response to the system capabilities in reference to the specific functional requirements as presented in the table below.

Failure to complete and return this section of the Tender will be a basis for disqualification. This section is to be returned on the original hard copy forms provided; in no case shall the requirements be retyped or altered in any way from those provided within. If the forms are retyped or altered in any way then the response will be disqualified. Responses shall also be recorded on the enclosed spreadsheet and returned with the proposal. In the event that the paper response and electronic response differ, the paper response will be used.

This part of the proposal shall include a response to each element. To avoid ambiguity any additional comments or explanation required by the proposer should be identified by element number. Each item in this response document shall be marked with one of the following "status codes":

[E]-Requirement is fully and completely met by proposed system and can be demonstrated in the proposed software package.

[M]-Requirement will be provided by proposed modifications to the base software package in the total price proposed. These modifications will be maintained in the base software package in a future release within 6 months of the software package being implemented; and a walk-through of the future release can be provided.

[P]-Requirement will be provided by proposed modifications to the base software package in the total price proposed. These modifications can be added with a minor modification to the proposed system and become part of the proposed software package.

[O]-Requirement will be provided by a standard option. The cost of these options shall be provided in the cost section of the proposal.

[C]-Requirement will be provided by custom modifications not supported in future releases and the cost indicated separately.

[X]-Requirement cannot be provided.

In the event that additional information is to be provided on a separate sheet to further describe the method in which the proposed system meets the specific requirement, an asterisk shall be entered on the response form following the "status code", such as [M*].

| No. | Requirement Description | Response E/M/P/O/C/X | Comments |
|-----------|---|-------------------------|----------|
| 1. | Electronic File Plan & Indexing of documents | | |
| 1.1 | An approved GMM electronic file plan forms basis of the system's ability to operate, the file plan should be incorporated to the system so as to be selected with each and every letter, memo, item and report that needs to be prepared. | | |
| 1.2 | The indexing module should be able to allow the clerk to index or | | |

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| | register documents on the electronic system and the system must issue a unique code or number for such | | |
| 1.3 | The system must support scanning of an individual document and batch scanning of subsequent indexing from multiple workstations. | | |
| 1.4 | The system must automatically link document images to corresponding partial index. Also it must support both simplex and duplex scanning. Ability to scan a mixture of simplex and duplex without having to take the duplex pages out and scan them separately. | | |
| 1.5 | The system must provide some means of image sharpening to remove specks as well as adjust resolution | | |
| 1.6 | The system must have the standard features of zoom, magnifying glass, rotate, page navigation, and page back and forth by mouse or keyboard navigation. | | |
| 1.7 | Module must allow the user to scan documents, edit, and print where necessary. Documents can be viewed and routed to the responsible department | | |
| 1.8 | The module should allow searching of documents either by code, date range, one word search or full text search | | |
| 1.9 | The system must allow the supervisor/administrator function the ability to add/delete modify documents types and make changes in contents. | | |
| 1.10 | The system should allow for date, time and user section to produce daily, weekly, monthly quarterly, semi-annual and annual reporting. Date selection is important to allow the user to keep up with daily work. | | |
| 2. | Document Workflow Management | | |
| 2.1 | Provide the ability to automate structured and repeatable work processes | | |
| 2.2 | Provide the ability to support advanced routing logic within work processes | | |
| 2.3 | Provide the ability to route images, documents, or work items based on any available index criteria | | |
| 2.4 | The module should permit each user to interact or respond in terms of various processes within the management workflow space, | | |
| 2.5 | User to be able to mark related documents within the workflow space as pending, or completed | | |
| 3 | Agenda Items/Reports | | |
| 3.1 | Agenda or meetings management module should allow users create all Council, Mayoral Committee, Sub Committees of Council electronic agendas on the system | | |
| 3.2 | This module should allow the user to incorporate all minutes and Annexure with ease when compiling such agenda's and when done, such agenda must be posted or send via email or any related tool available to all participants of the meeting no paper based agenda will be entertained, all agenda are send as a PDF document to all. | | |
| 3.3 | Module for minutes and resolutions of all minutes of the meetings should form part of the content and also be used as reference for future search and retrieval purposes | | |
| 3.4 | Resolution in a form of number and content should be available when searched and be printed in a letterhead of the municipality as a true resolution from each sets of minutes | | |
| 3.5 | The module should have the ability to integrate all Portfolio Committees resolutions with that of Mayoral Committee or Council. | | |

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| 4. | Uncompleted / Council Resolutions Register | | |
| 4.1 | The module or database of resolutions should be able to draw reports of completed and uncompleted resolutions on the resolution flow, a structured list will be provided on how the content should be like. | | |
| 4.2 | The module should allow resolutions registers to be archived for future use and disposal. | | |
| 5. | Customer Care Module | | |
| 5.1 | The module should allow capturing of customer complaints information | | |
| 5.2 | Provide reference for the customer in a form of a sms and or email where possible | | |
| 5.3 | Provide ability to capture feedback information on job card | | |
| 5.4 | Be able to demarcate areas by wards | | |
| 5.5 | Ability to provide a printable job card | | |
| 5.6 | Ability to scan a completed job card | | |
| 5.7 | Ability to route, email and print a job card | | |
| 5.8 | Enabling the sharing of customer care information amongst all officials | | |
| 6. | Printing in General | | |
| 6.1 | System must provide print functions that include: <ul style="list-style-type: none"> • Printing of entire document and all of its pages • Printing of retrieved index list • Printing of selected document pages • Screen print of current screen • Document or part of a plot and print only the selected part of an image. Printing can be directed to the printers on the floor or to the back for printing by the employees. | | |
| 6.2 | When viewing each images user can mark the image/page for printing, without having to enter the page number. | | |
| 6.3 | System must provide the ability to queue prints to specific printers and the ability to specify default printers. | | |
| 6.4 | The print services subsystem must be capable of supporting current industry standard printers | | |
| 6.5 | System should provide the ability to print all type sizes copies. All prints sizes should be available for selection. | | |
| 6.6 | The system must ensure that the all workstations have access to a local high speed printer. (Operators of the workstation should not be required to interface with the Record staff to retrieve printed documents that are available through the system as digital images). | | |
| 6.7 | The system should be able to print to a wide format printer for all full size plots and floor plans documents. | | |
| 7. | Network Requirements | | |
| 7.1 | The system must be compatible with the GMM's network infrastructure. | | |
| 7.2 | Suppliers must identify all network and infrastructure requirements with our ICT office | | |
| 8. | Business Continuance | | |
| 8.1 | System must provide the ability for full backup and recovery in the case of any type of malfunction (hardware and/or software). | | |
| 8.2 | The system must provide backups for images and index data, and allow the System Administrator to control and adjust backup procedures. | | |
| 8.3 | System must keep image and index databases on-line indefinitely. | | |
| 8.4 | Suppliers must supply their backup procedures and policies as part of this proposal. | | |
| 8.5 | Must provide a detailed listing of names, addresses, phone numbers and e mail addresses of key contact personnel | | |
| 8.6 | Suppliers may provide estimate for hot site, warm site and off site | | |

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| | data backup options as part of business continuance plan. | | |
| 8.7 | The system must be architected in such a fashion so as to allow for the recording of documents during a partial outage of the final data repository (database). This may be local cache directory of the recording machine or other. Suppliers should specify how periodic interruptions in network connectivity and/or partial power outages will affect system workflow processing. | | |
| 9. | Administration/Security/Other | | |
| 9.1 | System must provide a comprehensive administration and security system including, but not limited to: role based security schema, administrative override of information with a "sealed" status, completed auditing features for all recording, indexing, proofing and verification processes | | |
| 9.2 | The system must also provide auditing and reporting capabilities on all functionalities. | | |
| 9.3 | The system security schema should be desired as a hierarchical system that allows a specific Operator role to view only those allowed functions. The system should have the ability to monitor workflow queues and generate historical reports by date and time range, operator or other criteria. | | |
| 9.4 | The system must have the capacity to process the current volume plus 10% annual growth for 10 years beyond implementation date. | | |
| 9.5 | The supplier of the system must certify that it has complete and exclusive ownership of all application code for all modules proposed. | | |
| 9.6 | The system must provide periodic updates and patches to the system and peripheral components as required. | | |
| 10. | Data Migration & System Integration | | |
| 10.1 | The system must be able to accept data migrated from the existing system. This data includes, but is not limited to, the following: • Indexes as stored in an existing data base. • All digital images and additional information currently stored in a database. This requirement may not be implemented until this function is under contract. | | |
| 10.2 | Must be capable of bulk data extraction which should Include scanned images and attachment to each source of information | | |
| 10.3 | The system must provide the means of providing required information on a cover sheet to facilitate integration with other related internally used systems. This information as is available in the system from the recording process may be required to be available on a cover sheet or similar means. | | |
| 10.4 | The system should have the ability to integrate/interface. This process should appear seamless to the public especially with Customer Care Module. | | |
| 10.5 | Properties to have a unique document type and parcel ID # to be used for data extraction. | | |
| 10.6 | The ability to retrieve archived data after the Supplier performs an upgrade (minor or major). The supplier shall either provide a tool for historical use or convert all of the old data. | | |
| 11. | Database | | |
| 11.1 | System must utilize compliant databases | | |
| 11.2 | System must provide user maintained table(s) for defining and maintaining document and company codes. System must allow codes to be retrieved from the table during data entry, as well as return addresses for mailing back instruments | | |
| 11.3 | System should support modification of previously verified data with the appropriate level of security for modifications. | | |

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| 11.4 | System must provide the ability to establish security profiles for users that can be used to restrict access to specific types and groups of documents | | |
| 11.5 | System should provide the ability to establish role based security profiles for users that can be used to restrict access to specific types of activities. This would include, but not be limited to: entering new documents, updating documents, indexing documents, verifying documents, viewing document images, faxing documents, viewing secured documents and updating secured documents. System should provide the ability to restrict access to any menu option based on the user's ID. Alternatively, system should provide the ability to create and maintain custom menus for individual users and/or workgroups. | | |
| 11.6 | System must provide the ability to restrict public access to "confidential" indexed documents.(i.e. resolutions marked as confidential) | | |
| 11.7 | The supplier must clearly identify all system components and hardware specifications required to implement this project. | | |
| 11.8 | The system must be capable of receiving simultaneous inputs of scanned data and index data from multiple workstations. | | |
| 11.9 | The system database should be able to be stored in a variety of storage (redundant) systems. Suppliers should estimate 30% of more required storage as appropriate with the proposed system. | | |
| 12. | Remote Access | | |
| 12.1 | Remote access to static copies of documents of the following nature and locatable by PIN or development name: agendas, etc. | | |
| 13. | Reports | | |
| 13.1 | Each user's daily report of every recorded information | | |
| 13.2 | Summary report | | |
| 13.3 | Report with breakdown of document types/codes etc. | | |
| 13.4 | Audit trail report of corrections | | |
| 13.5 | Audit trail report of corrections to recording information | | |
| 13.6 | Staff statistics reports | | |
| 13.7 | Cross reference report - When data entry clerk enters a linked / related document system to generate a report with the book and page # of the original document and the book and page # of the new linked document for the purpose of cross referencing on paper | | |
| 13.8 | Ability to integrate with an SMS application in order for GMM to send linked sms or stand-alone sms to stakeholders as bulk messages | | |
| 14. | Registers | | |
| 14.1 | Ability to capture and retrieve saved Government and Provincial Gazette | | |
| 14.2 | Ability to capture and retrieve saved Policies, Plans and Strategies | | |
| 14.3 | Contract Management | | |
| 14.4 | Tender register | | |
| 14.5 | Provide a register for all deed of sale, deed of donation documents | | |
| 14.6 | Provide a lease register for all GMM;s leased properties with register number, name of lessee, term of lease, amount of lease, flagged expiry date, renewal date and so on. | | |
| 14.7 | Provide register for all GMM's drawings or integrate with the existing application | | |
| 15. | Electronic records retention and disposal | | |
| 15.1 | Record retention and disposal as per requirements of Provincial and National Archives | | |
| 15.2 | Cemetery Management | | |

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| 15.3 | Provide a module for Cemetery management in General, that will be allocating grave numbers, name of a deceased, date of death, place of burial, type of grave and amount paid for such service. | | |
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6.6 TECHNICAL REQUIREMENTS HARDWARE AND SOFTWARE: SPECIFICATIONS

This section presents clarity on hardware requirements for the GMM's hardware and software standards. Actual memory sizes, processor speeds, peripherals and system software standards packages shall be recommended by the proposer. (Probook, 15-inch Laptop - Intel Core i7, 8GB RAM 1TB HDD, Backlighting keyboard, Ethernet, Bluetooth, wifi, Win Pro 11, MS Office home and business + i7 Desktop PC, 19 inch monitor, Keyboard + mouse, 8 GB ram, 1 TB HDD, Ethernet + Wifi) GMM desires to be provided with both the cost to purchase all hardware and connectivity for this solution as well as an optional complete, end-to-end, solution including all hardware necessary for the solution. Suppliers must include a complete itemized hardware recommendation. Supplier's recommended hardware specifications must conform to the GMM's hardware standards to be specified by the ICT section. The goal is to have a high-performance system rather than an economical one. Servers, desktops, laptops and tablet PCs shall/may require administrator rights to operate.

6.7 INTERFACE WITH OTHER SYSTEMS

The proposed system should interface into existing systems running other applications for GMM. The system should have the ability to export as well as import any data required via the XML format. This includes all other system that are in operation in GMM.

6.8 TESTING REQUIREMENTS

The system will undergo a process of certification, which shall include the following, prior to acceptance by the Municipality:

o The proposer shall certify in writing to the municipality that the application system is completely installed, meets all design requirements, is free of defects, the data conversion is complete, accurate, correct and the total system (application, file building, conversion, back-up and recovery procedures) is ready for operation.

- The proposer shall be prepared to demonstrate all functions of the system prior to the start of user acceptance testing.
- The proposer shall provide documentation and interface specifics on each interface to our existing systems.
- Upon receipt of the letter of certification from the proposer by GMM, a sixty (60) day period of user acceptance testing will commence.

User acceptance testing will include an intensive exercise of each component and module of the system simulating a normal workload. This testing will provide assurance that the various components and modules of the system operate as specified. During this period, the system shall demonstrate a total availability of 99.99% or more.

Acceptance Criteria

- The Application Software meets the current published product specifications and documentation;
- The Application Software is capable of running a variety of data on a repetitive basis without failure;
- The Application Software meets the requirements and specifications described in this document and discussed with developer/project leader during the analysis;
- All Documentation has been delivered and reasonably accurately reflects the operation of the Application Software;
- All specified training has been conducted and accepted by the municipality.
- The Interfaces properly provide the data necessary without disrupting the performance of the system or disrupting any of the original data files.
- Once this acceptance testing is complete and the Municipality verifies the acceptable installation, the warranty period will begin.
- The system will be considered "unavailable" if any of the following conditions occur:
- Any component or module capability is not available to all active workstations.
- Any feature or specification either required within this document or stated in the manufacturer's response or literature does not perform as stated.
- Conversion of all existing data files is not complete or is incompatible
- Interface to existing systems has not been completed (Exception can be granted)
- Reporting features are not available

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- Training for support and user personnel is incomplete or has not been accepted by the administrator.

In addition, if the system is reloaded in entirety, either manually or automatically, the system will be assumed to be down for one full hour or actual time if greater, per occurrence. Scheduled system reloads will be counted as actual time down only. In the event that the required level of reliability is not demonstrated at the end of the sixty day period, the Municipality may, completely at its own discretion, allow a period, not to exceed sixty (80) days, during which the Proposer is allowed to correct any deficiencies with the system. If this extension is allowed, the Proposer shall reinitiate certification by submitting a revised letter of certification to the Municipality within the sixty (80) day extension period specifying the corrections made to the system. The certification process described here will then be repeated. This statement of the possibility of extension in no way obligates the Municipality to do so.

Final acceptance will be made after the warranty period begins. This period will be a sixty-day (80) period of on-site post implementation support provided by the proposer to resolve any issues that arise after the system has been placed into production.

6.9 TRAINING REQUIREMENTS

The Supplier shall provide a detailed training plan outlining the documentation to be provided, training goal, learning objectives, and learning methods. The training plan shall also include any prerequisites required for training for both the user and technical support. If learning objectives are not met at the end of the training period, the Supplier shall provide alternate means to meet learning objectives.

6.9.1 USER TRAINING

The types and amounts of user training that will be supplied at no additional cost shall be described. The proposer shall include a plan that results in acceptable training for system operation. Supplier shall recommend best practices and system configuration for effective system set up. Using this information, the Supplier will prepare a manual if possible (DVD/CD or any form) that defines all work flow processes and procedures for users. The supplier shall provide a sample of the typical manual or training approach as part of the response.

6.9.2 DoIT TRAINING

The proposer shall prepare a training plan for GMM staff that will enable them to operate and support the system. This plan shall include any courses to be provided off-site, classroom training, and on-the-job training necessary for systems administrators and technicians, computer operators, security personnel, and web and network personnel. Training to provide complete support and custom reporting will be provided to ICT staff. Describe any prerequisite knowledge or skills required. If there are additional costs for this training it shall be clearly identified in the proposal. Additionally, a description of the number and type of staff required to support the system must be provided. The skill sets required of each individual should be included in this description. The description of staffing requirements should include all management, technical and functional areas for the ongoing support of the system. Training should be provided for a minimum of two employees in all support roles. "Train the trainer" methods of instruction will also be accepted.

During this training, GMM will designate senior technical personnel in each class to evaluate the training provided in order to ensure that the training and the instruction provided is sufficient to provide the necessary knowledge and skills. At the end of the first day of any training class, a signoff must be obtained from this designee in order for the proposer to meet this requirement.

6.10 APPLICATION DOCUMENTATION

It is required that the Supplier provide an electronic copy, and optionally a paper copy of the following documentation. Please list all reproducible (DVD or CD format only) copies of documentation that will be provided prior to final system acceptance. For example:

1. User training manuals for all transactions and functions supported
2. Data Dictionary
3. Data model/entity relationship diagrams and data flow diagrams
4. System module chart (application flow) showing each application module and its relation to the other modules
5. General system design and reference information
6. System transaction flow and control
7. List of all application programs, with summary of their purpose or function including a table of all procedures or processes and which processes are called by what other processes.
8. Detailed program documentation within each source module.
9. Table definitions and record layouts.
10. Definition of all system control tables.
11. Report and workstation display formats

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12. A listing of all “canned” reports complete with full descriptions of these reports.

GMM shall be granted the rights and the approval to duplicate application documentation at no additional charge provided that all proprietary markings of the Proposer are retained on all duplicates. Any duplicates produced will be utilized for the municipality only.

6.11 WARRANTY AND USABILITY

Warranty may be defined as the promise or guaranteed that a product or service will meet its agreed requirements. The warranty shall commence upon completion of an evaluation period of the go-live period. The go-live period is defined as the instance in which the users begin to utilize the software application in a production environment and all testing has been complete and deemed successful.

The proposed solution shall be available when needed, in sufficient capacity, and dependable in terms of continuity and security. The proposed solution must have the capability to be highly available which means at a rate of 99.99% based on the agreed upon availability. In the event the proposed solution is unavailable due to a software fault, the time period from system failure to system operational shall be minimum and of minimal impact to the users. The Proposer agrees that it will make corrections of the software application malfunctions during the warranty period which are necessary to ensure usability. Usability may be defined as the ease with which the proposed solution may be used in reference to the agreed requirements. The Proposer agrees that software malfunctions that result in an inoperable system resulting in a financial impact to the municipality or inefficient workaround will be given the highest priority with the problem corrected as soon as practically possible. The Proposer shall strive to have any and all malfunctions resolved within no more than two (2) days.

6.12 MAINTENANCE AND SUPPORT

In the event, the Proposer fails to provide maintenance and support as agreed, the required pay shall be reduced to reflect such lack of maintenance and support services. A service level of 36 months shall be entered to with the Proposer.

If the Proposer should discontinue the maintenance and support package, the municipality must obtain the new replacement package at the same rate as the original during the term of the original contract as well as renewals.

The escalation on maintenance shall not increase by not more than 2% of the previous year or CPI (Consumer Price Index), whichever is lower. The renewal of the annual software maintenance will take in consideration the increase in cost from one year to the next.

6.13 SOFTWARE LICENSES

GMM shall be charged the original published rate at the time of purchase for license fees for the duration of the contract which shall include any subsequent renewals of the contract. The fixed rate shall be applied to the renewal of licenses purchased during the initial contract as well as those that are purchased in addition to original licenses. The cost paid in initial contract, the cost as posted in published fee schedule, or the cost as listed on sale contract, whichever is lesser amount.

7. PAYMENTS

Payment will be in accordance with the tendered pricing schedule and the Key Performance Indicators as indicated in the Terms of Reference. All prices should be inclusive of VAT. A valid tax invoice must be submitted by the 25 of each month with all mandatory information and reporting as indicated in the scope of work.

N.B, Payment will not be processed without the submission of reports as indicated above.

Payment will be made within 30 days from receipt of invoice by the finance department.

8. ELIGIBILITY CRITERIA

Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

8.1 Tenderer receives the minimum required points for functionality (80)

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- 8.2 Tenderer has the managerial capacity, reliability and experience regarding the nature of the tender.
- 8.3 The tenderer is not in arrears for more than 3 months with municipal service account;
- 8.4 The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
- 8.5 The tenderer has not:
- Abused the Employer's Supply Chain Management System; or
 - Failed to perform on any previous contract and has been given written notice to this effect.
 - It is considered that the performance of the services will not be compromised through any conflict of interest.)

9. MANDATORY INFORMATION TO BE SUBMITTED

All attachments as indicated on the tender advert and all supporting documents requested for evaluation purposes.

10. JOINT VENTURES AND CONSORTIUMS

The following documents must be attached:

- Copy of Signed Joint Venture Agreement
- Combined Joint Venture BBBEE certificate / CIDB certificate
- Summary report of Central Supplier Database of JV

11. PERIOD OF TENDER

The period of the tender will be 36 months (THREE year), but should work rendered be unsatisfactory the contract will be summarily terminated and a new contractor will be appointed.

12. SERVICE LEVEL AGREEMENT

A service level agreement will be entered into with the successful bidder.

13. ACCEPTANCE OF OFFER

The Municipality reserves the right not to award the tender or any part of the tender subject to the availability of budgetary funds.

The Municipality reserves a right to appoint more than one service provider to achieve the objective set out in this bid document.

The Municipality reserves the right to seek a second opinion or give another service provider the vehicle to proceed with repairs in the absence of positive or progressive feedback or progress report for more than 30 days after receiving the vehicle/ machine for repairs.

14. EVALUATION

Tenders will be evaluated on functionality first. Only tenders who receive the minimum eligible points of 80 and above will be further evaluated on price and preference points.

15. PENALTIES

The following penalties shall apply. If at any stage during the Contract period or extensions thereto, the Contractor fails to provide the service in the manner described in the contract, then the Contractor shall pay to the Municipality a penalty or penalties for each occurrence that such event

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or such requirements are not met. The Relevant Authorised Person shall be entitled to apply the penalty or penalties in terms of this Clause. The events or requirements for which penalties shall be applied and the corresponding amounts of the penalties are described below:

FOR SUPPLY AND DELIVERY:

If the service provider fails by the delivery date to deliver the goods at the specified target area / final destination in accordance with the specifications and in the quantity ordered, then the service provider shall be liable to the MUNICIPALITY for the sum(s) stated below as penalty/-ies for every day which lapses between the due date and the actual date of delivery of the goods. The penalty for delay shall be as follows:

The penalty for delay shall be 5 % of the total order (excluding VAT) per calendar day that delivery of the goods is delayed, to be deducted from a subsequent payable invoice.

FOR SERVICES / PROJECT:

If the service provider fails by the due completion date to complete or render the works / services specified, then the service provider will be liable to the Municipality in the amount of 5% of the total invoice amount (excluding VAT) in respect of such work / services per calendar day that completion thereof is delayed, to be deducted from a subsequent payable invoice.

16. VALIDITY PERIOD

The tender shall be valid for 90 days from date of opening the tender.

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract are not included in this document and may be downloaded from the following website – <http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions>.

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ALL DOCUMENTS MUST BE ATTACHED HERE

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