



BID DOCUMENT FOR:

**UPGRADE AND MAINTENANCE OF DATA CENTRE FOR A PERIOD OF
THREE (03) YEARS. (RE-ADVERT)
BID NUMBER: 002/2025/26**

BIDDER:

BID PRICE:

CLOSING DATE: 04 JUNE 2026

CLOSING TIME: 12H00

CSD SUPPLIER NUMBER:

PREPARED BY:

SUPPLY CHAIN MANAGEMENT OFFICE
KSD MUNICIPALITY
MUNITATA BUILDING
CORNER OWEN STREET AND GENERAL SABELO VICTOR GQWETHA
MTHATHA
5099
Tel: [047] 495 1127

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INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (KING SABATA DALINDYEBO MUNICIPALITY)					
BID NUMBER:	SCM NO:	CLOSING DATE:	04 JUNE 2026	CLOSING TIME:	12h00
DESCRIPTION	UPGRADE AND MAINTENANCE OF DATA CENTRE FOR A PERIOD OF THREE (03) YEARS. (RE-ADVERT).				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7) or SIGN SLA					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN
THE BID BOX SITUATED AT

KSD LOCAL MUNICIPALITY					
MUNITATA BUILDING					
CORNER OWEN STREET & GENERAL SABELO VICTOR GQWETHA					
MTHATHA					
5099					
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:		OR	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:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM	DEPARTMENT	CORPORATE SERVICES		
CONTACT PERSON	Ms N. Pilani	CONTACT PERSON	Mr P. Ndabangaye		
E-MAIL ADDRESS	pilanin@ksd.gov.za	E-MAIL ADDRESS	pummie@ksd.gov.za		

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B: 3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p>

**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:.....



BID NOTICE

King Sabata Dalindyebo Municipality hereby calls upon accredited service providers to bid for the following tender adverts:

No.	Project Name	CIDB Grading	Evaluation Criteria	Compulsory Briefing Session/ site inspection	Bid Number	Closing Date	Enquiries
1.	Panel of three (03) advertising agencies for a period of two (02) years.	N/A	80/20	N/A	SCM: 030/2025/26	Date: 28/05/2026 Time: 12H00	Technical Enquiries may be directed to: Ms B. Mehlwempi (Budget and Treasury Office) Email: bukiwem2@ksd.gov.za
2.	Conditional Assessment and unbundling of Infrastructure Assets for a period of twelve (12) Months.	N/A	80/20	N/A	SCM: 031/2025/26	Date: 28/05/2026 Time: 12H00	Technical Enquiries may be directed to: Mr D. Mkhokotho (Budget and Treasury Office) Email: dumisanim@ksd.gov.za
3.	Procurement of four (04) travel agency service providers for a period of three (03) years.	N/A	80/20	N/A	SCM: 029/2025/26	Date: 29/05/2026 Time: 12H00	Technical Enquiries may be directed to: Ms B. Mehlwempi (Budget and Treasury Office) Email: bukiwem2@ksd.gov.za
4.	Upgrade and maintenance of Data Centre for a period of three (03) years. (Re-advert)	N/A	80/20	N/A	SCM: 002/2025/26	Date: 02/06/2026 Time: 12H00	Technical Enquiries may be directed to: Mr P. Ndabangaye (Corporate services) Email: pummie@ksd.gov.za
5.	Panel of two (02) service providers to supply and deliver shearing shed equipment for a period of three (03) years. (One additional) (Re-advert)	N/A	80/20	N/A	SCM: 043/2024/25	Date: 01/06/2026 Time: 12H00	Technical Enquiries may be directed to: Mr A. Mandubu (RED) Email: avuyam@ksd.gov.za
6.	Panel of five (5) service providers for co-sourcing of the internal audit services, for a period of three (03) years, as and when needed. (Four additional) (Re-advert)	N/A	80/20	To be held at Mthatha town hall on the 30 th of April 2026 at 10h00	SCM: 034/2024/25	Date: 29/05/2026 Time: 12H00	Technical Enquiries may be directed to: Ms L. Maliti (Internal Audit) Email: mdingil@ksd.gov.za
7.	Panel of thirteen (13) service providers for events management for a period of two (02) years	N/A	80/20	To be held at Mthatha town hall on the 7 th of May 2026 at 09h00 and at Mqanduli town hall on the 7 th of May 2026 at 12h00	SCM: 027/2025/26	Date: 01/06/2026 Time: 12H00	Technical Enquiries may be directed to: Mr A. Mandubu (RED) Email: avuyam@ksd.gov.za

Place of Tender box: **1st Floor, Munitata Building, Next to Room 146.** All bids must be sealed and clearly marked with SCM Number and Project Name and be placed in a tender box. Tender documents can be downloaded free of charge from the National Treasury's tender portal (<http://www.etenders.gov.za/content/advertised-tenders>) and the King Sabata Dalindyebo website (www.ksd.gov.za) as from the **29th of April 2026.**

NO HARD COPIES OF THE TENDER DOCUMENT ARE AVAILABLE FOR SALE, ONLY THE ELECTRONIC VERSION WHICH IS TO BE DOWNLOADED AS PER THE ABOVE WEBSITES IS TO BE USED.

BIDDERS MUST TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- a) Failure to submit comprehensive JV agreement (where applicable), failure to do so will result in a tender deemed non-responsive.
- b) Individual partners of JV are to comply and submit all relevant documents, failure to do so will result in a tender deemed non-responsive.

- c) Failure to complete properly and/ or in full tender forms, MBD 1 to MBD 9 and Annexures A to F will result in a tender deemed non-responsive.
- d) Failure to declare in MBD 4 companies involve in, will result in a tender deemed non-responsive.
- e) Bidders must sign MBD 5 for any offer amounting or exceeding R10 million. "If the value of the transaction is expected to exceed R10 million - VAT included), require bidders to furnish- if the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements -for the past three years; or since their establishment if established during the past three years.
- f) Bidders holding a CIDB grading of Level 6 or higher who are a legible to work allocation of more than 10 million must submit audited financial statements for the past three (3) financial years.
- g) In cases where a bidder has already been awarded work and the Employer issues a subsequent advertisement to appoint additional bidders to the panel, such awarded bidders shall not submit new bids, as they are already appointed on the panel.
- h) The bidder to submit Audited financial statements for the past three financial years for any offer amounting to or exceeding R10 million inclusive of VAT.
- i) Failure to submit or complete supplementary information will result in the tender being null, void and non-responsive.
- j) Bidders must submit latest municipal rates statement (not older than three months) showing that municipal rates are not in arrears for periods in excess of three months, bidder who operate on leased properties are to submit a valid lease agreement and bidders residing on areas not subjected to Municipal rates are to submit a confirmation from the Municipality's Finance Department confirming that such a bidder is not liable for municipal rates, lastly bidders must provide municipal rates statement of the director's properties, failure to do so will result tender deemed non-responsive.
- k) The KSD Municipality reserves the right to disqualify any service provider whose members and or shareholders owe municipal rates & taxes.
- l) The KSD Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid or to withdraw the bid.
- m) All certified copies submitted with a tender document must not be older than six months, failure to do so will result tender deemed non-responsive.
- n) All alterations in prices/quotes must be signed for and failure to sign will result in tender deemed non-responsive.
- o) Use of erasing fluids is prohibited, and the bidder will be deemed non-responsive.
- p) Bid document must be filled in black pen and are not to be typed in.
- q) Bids submitted will hold good for a period of 90 days.
- r) Failure to be registered on Central Supplier Database registration will result in a tender being disqualified.
- s) Bids that are late, incomplete, unsigned, or submitted by fax, mail or electronically including copy of a tender document, will not be accepted.
- t) All bidders who fail to attend compulsory briefing sessions for SCM NO: 034/2024/25 and SCM NO: 027/2025/26, their bids will not be considered.
- u) All bids must be sealed and clearly marked with SCM Number and Project Name and be placed in a tender box; failure to do so the document will not be considered.
- v) In terms of the Preferential Procurement Policy Framework ACT 2022 (PPPFA) Points will be evaluated based on the following criteria:
 - a. Stage 1 Compliance.
 - b. Stage 2 Functionality (with a minimum threshold of 70 points out of 100 points to be attained by bidder in order to be evaluated further on the next stage).
 - c. Stage 3 Price and Specific goals. (Proof of attainment - Full Central Supplier Database report)
- w) All queries must be in a form of an e-mail, and there will be no queries that will be entertained 5 working days before the closing date.
- x) The total cost based on rates calculated in the pricing schedule must match the amount reflected on the front page of the bid (Bid price). Failure to provide a match total cost based on rates will render the bid non-responsive.
- y) The tender will be evaluated and adjudicated on the basis of the Preferential Procurement Policy Framework Act, and the regulations pertaining thereto (2022 Regulations), as well as the King Sabata Dalindyebo Municipality's Supply Chain Management policy. The preference point system to be used is specified for each project as per the KSDLM SCM policy.
- z)

SCM related enquiries may be directed to the SCM Unit at pilanin@ksd.gov.za

N. Pakade (Mr)
Municipal Manager

B. SUPPLY CHAIN MANAGEMENT POLICY PREREQUISITES

The King Sabata Dalindyebo Municipality has identified a general set of prerequisites for procurement. Bids will not be considered should the prerequisites not be met.

1.1 GENERAL PREREQUISITES

Introduction

This Section covers a general set of prerequisites that have been identified for supply chain management by the King Sabata Dalindyebo Municipality. All Bidders must submit the information requested below. Pro-forma data sheets can be found in the Annexure. Bidders will not be considered should the prerequisites not be met.

Criteria

- a) Proof of company registration and/or any other form of legal standing must be submitted by all bidders and the company composition form must be completed. See **Annexure "D"**.
- b) The Declaration of Interest form must be completed.
- c) The bid document must be completed in all respects in black ink.
- d) Bids must be submitted on original bid documents.
- e) Bid documents must remain intact and no portion may be detached.

Joint Ventures

- f) A joint venture that is awarded a contract with King Sabata Dalindyebo Municipality must be registered as a separate company with the Registrar of Businesses.
- g) The joint venture must be registered with South African Revenue Services.
- h) A separate bank account must be in place for the joint venture.
- i) A joint venture must submit a joint venture B-BBEE Verification Certificate (if accredited)

Clauses (g) and (h) will only be applicable after the awarding of the contract to the successful bidder.

C. GENERAL CONDITIONS OF BID

1. INTERPRETATION

The word "Bidder" in these conditions shall mean and include any firm of Contractors or any company or body incorporated or unincorporated.

The word "Municipality" in these conditions shall mean the King Sabata Dalindyebo Municipality.

2. EXTENT OF BID

UPGRADE AND MAINTENANCE OF DATA CENTRE FOR A PERIOD OF THREE (03) YEARS. (RE-ADVERT)

3. CONTRACT TO BE BINDING

The formal acceptance of this Bid by the Municipality will constitute a contract binding on both parties, and the Municipality may require sureties to its satisfaction from the contractor, for the due fulfilment of this contract.

4. MODE OF BID

All Bids shall be completed and signed: All forms, annexures, addendums and specifications shall be signed and returned with the Bid document as a whole. ***The lowest or any Bid will not necessarily be accepted.***

The Municipality wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

5. QUALITY

Should the specifications and / or descriptions not address any aspects of quality as specified, this should be clarified with the Municipality prior to the submission of a Bid.

6. INSURANCE CLAIMS, ETC.

The Council and Municipality shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The contractor shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify the Council and the Municipality against all risks or claims which may arise.

It will be required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to Council for scrutiny. Failure to do so within 14 (fourteen) days of acceptance of this Bid will be deemed to be a material breach of this contract and will render the contract null and void.

7. SIGNING OF DOCUMENTS

Bidders are required to return the complete set of documents duly signed.

8. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE

All Bids must remain valid for a period of 90 (ninety) days from the closing date as stipulated in the Bid document.

8.1 **PENALTY PROVISION**

Should the successful Bidder:

- [a] Withdraw the Bid during the afore-mentioned period of validity; or
- [b] Advise the Municipality of his / her / their inability to fulfil the contract; or
- [c] Fail or refuse to fulfil the contract; or
- [d] Fail or refuse to sign the agreement or provide any surety if required to do so;

Then, the Bidder will be held responsible for and is obligated to pay to the Municipality:

- [a] All expenses incurred by the Municipality to advertise for or invite and deliberate upon new Bids, should this be necessary.
- [b] The difference between the original accepted Bid price (inclusive of escalation) and:
 - [i] A less favourable (for the Municipality) Bid price (inclusive of escalation) accepted as an alternative by the Municipality from the Bids originally submitted; or
 - [ii] A new Bid price (inclusive of escalation).

9. **VALUE ADDED TAX**

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

VAT must be included in the Bid price, but must be shown separately.

10. **PRICE ESCALATION**

No claim in respect of any price escalation will be considered by the Municipality unless it is specifically stated in the Pricing Annexure that the Bid is subject to price escalation. When escalation is claimed for during the contract period, proof of such escalation must be furnished and the calculation itself must be submitted to corroborate such proof. Escalation will only be calculated on the official index figures supplied by the Department of Statistics or the Price Controller, which ever may be applicable. All orders placed will be based on the current Bid prices. It is the responsibility of the Bidder to inform Council of any escalation prior to implementation of the escalated price. Failure to do so will negate any such claims to Council.

11. **AUTHORITY TO SIGN BID DOCUMENTS**

In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Municipality at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity.

12. **DURATION OF THE BID**

It is envisaged that the successful Bidder will be appointed within 90 days from the closing date and will be required to begin work on the assignment immediately upon appointment.

The project duration is three (03) years.

13. **DELIVERY PERIODS**

Delivery periods, where indicated must be adhered to. Notwithstanding the termination date of the assignment the bidder will be required to submit progress reports to the Municipality. The contract form, frequency and dates thereof will be stipulated and agreed upon by the parties upon the awarding of the Bid.

14. CLOSING DATE / SUBMITTING OF BIDS

Completed bid documents are to be placed in a sealed envelope endorsed “**SCM NO: 002/2025/26, UPGRADE AND MAINTENANCE OF DATA CENTRE FOR A PERIOD OF THREE (03) YEARS. (RE-ADVERT)**”

Must be deposited in the Bid Box, at the offices of the King Sabata Dalindyebo Municipality, Munitata Building Corner Owen Street and General Sabelo Victor Qwetha, Mthatha 5099, not later than **12h00 on THURSDAY, 04 JUNE 2026**, at which time the bids will be opened in public.

Bids which are not submitted in a properly sealed and marked envelope and/or deposited in the relevant bid box on or before the closing date and time will not be considered. Faxed or e-mailed Bids will not be considered.

16. BID AND PROJECT ENQUIRIES

Please refer all SCM enquiries to **Ms N. Pilani** via e-mail on pilanin@ksd.gov.za. All Project enquiries to **Mr Ndabangaye** via e-mail on pummie@ksd.gov.za

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

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

- 1.17 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.21 **“Purchaser”** means the organization purchasing the goods.
- 1.22 **“Republic”** means the Republic of South Africa.
- 1.23 **“SCC”** means the Special Conditions of Contract.
- 1.24 **“Services”** means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.
- 1.25 **“Written”** or **“in writing”** means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and in the institution’s website.

4. Standards

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

5. Use of contract documents and information; inspection

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

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

6. Patent rights

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

6.2 When a provider developed documentation/projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership or such documents or projects will vest in the municipality or municipal entity.

7. Performance security

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

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

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

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the

providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.

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

9. Packaging

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

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

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the provider in accordance with the terms specified in the contract.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The provider may be required to provide any or all of the following services, including additional services, if any:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
- (b) in the event of termination of production of the spare parts:

- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. **Warranty**

- 15.1 The provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

16. **Payment**

- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified
- 16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

17. **Prices**

- 17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. **Increase/decrease of quantities**

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. **Contract amendments**

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

20. **Assignment**

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

21. **Subcontracts**

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

22. **Delays in the provider's performance**

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

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

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

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

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

23. **Penalties**

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

24. **Termination for Default**

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

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

24.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the provider shall

be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

25. Anti-Dumping and Counter-Vailing Duties and Rights

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

26. Force Majeure

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

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

27. Termination for Insolvency

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

28. Settlement of Disputes

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

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

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

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

29. Limitation of Liability

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

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

30. Governing Language

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

31. Applicable Law

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

32. Notices

- 32.1 Every written acceptance of a bid shall be posted to the provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 32.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

33. Taxes and Duties

- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

34. Transfer of Contracts

- 34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

35. Amendment of Contracts

- 35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

D. SPECIFICATION & EVALUATION CRITERIA

BACKGROUND INFORMATION

KSD Municipality hosting facility (Data Centre) needs to be established or designed to achieve the environment specifications to house equipment designed to work under certain conditions, this is the reason for creating a suitable environment for equipment to operate in a secure and safe area. The municipality upgraded server room and needs to upgrade Registry & Archives to comply with all minimum standards to house paper-based documents. The preventative maintenance of data centre equipment will be maintained every quarter for the duration of 3 years.

OBJECTIVES AND OUTPUTS

To have professional service provider to provide data centre, registry and archives upgrade and equipment maintenance for a period of 3 years.

All municipal council information will be kept safe and secured at municipal data centre for future retrieval.

DELIVERABLES

The municipality request service providers to provide the following equipment:

- Supply, deliver, install and maintain data centre equipment.
- A comprehensive maintenance plan detailing how the bidder will liaise with the municipality's ICT unit on equipment repairs and keeping equipment serviced with clear time frames.
- All ICT goods supplied must be on 3-year warranty period.
- Service providers must deliver on current available products with specification that will be able to accommodate growth of technology within years in use of equipment.
- Skill transfer must be conducted to Municipal ICT Technicians on installed equipment.
- On your proposal detail how Support and Maintenance for period of 36 months will be carried out and detail call out costs per hour and rates per KM for travelling for onsite support as per transport gazette tariffs with return trip not more than 500KM, more than 500KM the service provider will be liable for the costs.
- Service provides must be accredited partners of equipment they supply.
- Service Provider must detail physical address of their functioning office or offices.
- The item price will be for once-off implementation and maintenance over 3 years as per call-out fees.
- Turnaround time of 30 days' maximum must be clearly indicated on delivery of requested equipment.

Preventative maintenance service agreement

Preventative Maintenance Service Agreement for equipment in data centre, registry and archives ((Per Service Round- once every 3 months) – 4 x Service rounds per year required) for 3-year agreement.

Physical requirements:

A false floor (Access Floor),

A suspended ceiling,
Two-hour fire rated drywall partitions where required,
Two-hour fire rated firebreak in ceiling where required,
Two-hour fire rated firebreak to seal off existing windows where required, Adequate fluorescent lighting,
A fire detection system and environmentally friendly suppression solution,
Access control system,
Environmental monitoring system,
Air-conditioning,
All necessary heat-resistant cabling,
Pipe work and fittings,
Two-hour fire rated door and appropriate steel frame,
Electricity,
Necessary alarms and sirens
All current water pipes must be removed from the room and all waterways re-routed.
Portable fire extinguishers.
Necessary detectors, (water, smoke, temperature, humidity, electrical, etc)

Power Points

Adequate dedicated, UPS and Normal power points must be installed in the power-skirting rail. A strip of power points is to be fixed on the floor, covered by the false floor
All network and related infrastructure equipment in the server room must be connected to UPS power.

Data Centre Room Detail Specification:

Provide an effective, safe and stable environment for all computer equipment.
It is required that a server room is constructed of:

Lights

- Light units consisting of 600 x 1200 drop-in light units with a prismatic diffuser must be installed in the server room.
- The fluorescent lights must be connected to a separate power switch.
- All lights in the server room must be connected to UPS power.
- Emergency lights need to be installed where the normal lights is not connected to a UPS and Generator.

False Floor

The standard false floor be installed covering the complete floor area.

The floor must be able to carry the load and according to fire regulation specifications

A high-pressure anti-static laminated finish must be provided.

A Ramp with the necessary markings must be installed where required with not more than a 10 degree angle

The false floor must have 120mm round cut-outs; complete with pothole covers or to accommodate the cabinets, allowing cables to reach an equipment that will be installed, be provided with finished edges.

Door and Access

A door and frame enabling access to the server room must have a two-hour fire resistance capability. The proper fire rating is a CLASS B door.

Access to the server room must be possible by making use of an access control system, utilising proximity readers or biometric readers.

The access system must provide for proximity or biometric reader entrance, as well as exit from inside the room.

An electronic access mechanism to the server room must be installed to enabling personnel access to the building.

A foolproof key box with a breakable glass, containing the key to manually open the door or override the access system in case of an emergency must be installed on the **inside** and **outside** of the computer room.

A 5-lever security lock must be installed in the fire door as an additional measure, should there be a problem on the access system.

Fire Detection System

Smoke detectors to be installed must be of the ionisation type.

A minimum of 6 x ionisation smoke detectors must be placed within the data centre, with at least one to be installed below the false floor, and one in the ceiling void.

Zone Control Panel

A 6-Zone control panel must be installed as a minimum specification:

- Ceiling

- Room

- Floor void

- Water

- Fire

- Electrical Failure

- Temperature

Air-Conditioning

At least two air-conditioner units with a capacity (Btu) determined by the size / heat load of the room must be supplied and installed.

The air-conditioners can be mid wall-split, under ceiling, hide away or down blow units. The units used will determine the ceiling and floor void.

The outlet and outlet pipe for condensed water from the air-conditioners must conform to the regulations as subscribed in the SABS building regulations. SABS pipe work must be specified and installed.

The air-conditioners must be remote controlled to eliminate any personnel from tampering with the equipment and stepping over cables. These remotes must be kept in a safe place outside the server room or in a controlled box.

An auto start relay switch must be installed to restart the air-conditioners and all other relevant equipment in case of power failures.

The air-conditioner must have "auto defrost" capabilities (Heating and cooling units)

Environmental Monitoring System with the following characteristics:

- Duty Switching (Fixed 10-hour duty)

- Continuous temperature monitoring and dual operation control (user selectable) a dual operation set point.

- Dual operation indication.

- High temperature alarm indication.

- Air-conditioning system fault indication

- Airflow monitoring

- Water floods or leak detection

- Security or access monitoring
- Fire or smoke detection
- Automatic notification feature via phone line, Cellular operation SMS.

Alarms and Sirens

An alarm bell, with battery backup, must be installed indicating that a fire has been detected.

One siren must be installed indicating the release of the extinguishing gas.

A manual alarm activation point (foolproof key box with breakable glass) must be installed outside the server room.

Fire Suppression Solution

The GAS system to be supplied and installed must be a “double knock” system that will minimise gas discharge due to nuisance alarms.

It is required that at the entrance of the server room there must be a device to indicate the status of the suppression system.

It is required that at the entrance to the server room the capability must be provided and installed to switch the gas system status between manual and automatic

An environmentally friendly gas (Pyroshield or FM200) must be used as suppression medium. Suppressed gas cylinders complete with electrical release must be supplied and securely installed inside the server room.

The gas cylinders can be neatly accommodated in the data centre in a lockable cabinet, or they can be free standing.

Portable Co2 Fire Extinguishers

A portable Co2 extinguisher 5 Kg must be installed on the **outside** of the data centre.

A portable Co2 extinguisher 2 Kg must be installed on the **inside** of the data centre.

Breathing Apparatus

It is required that breathing apparatus be installed inside a foolproof lockable box, on the **outside and the inside** of the data centre. Access to the key of these boxes must be possible by breaking a small glass on a foolproof key box. These BA Sets will only be necessary to be installed if a gas is proposed that will require this as people will be accommodated within the server room.

Fire Panel

A fire panel must be installed indicating the following status as a minimum to be indicated by LED's, complete with battery backup.

Indication of a Fire or Fault

Indication of Mains / Power or Fail

Indication of Charger or Fail on all rechargeable batteries in the server room

Indication of Bells and Sirens that are activated.

Indication that the system is functional or not.

A silence button must be present to stop the Bells and Sirens.

Indication of the temperature and an alarm

Indication of water detection and alarm

A reset button must be present.

Fire Panel Power Supply

A regulated and smoothed power supply must be installed to convert 220V mains into a usable voltage for electronic circuitry used by the fire detection system.

The power supply must also charge the emergency back-up batteries, which also have to be supplied.

The emergency batteries must be able to supply power to the system for at least 8 hours.

Safety Signs

The signs to be put in place must be SABS approved.

On the door enabling access to the data centre a sign must be installed announcing gaseous fire system in place and type gas.

On the foolproof boxes that are installed to manually control the suppression gas, the gas used must be identified.

Signs applicable and specified by the SABS must be put in place ensuring personnel safety.

General Building

A new suspended ceiling with mineral fibre covered ceiling tiles must be installed where required.

Two-hour fire rated drywall partitions must be installed where required.

Two-hour fire rated firebreaks must be installed in the ceiling where required

Two-hour fire rated firebreaks to seal off existing windows must be installed where required

The following additional keys need to be supplied:

Five (5) access cards to operate the fire door,

One (1) Master access card,

Three (3) keys for the Environmental Control Panel,

Three (3) keys to access the breathing apparatus,

Three (3) keys for the 5-lever security lock,

Two (2) keys to isolate the system and to switch between manual and automatic and Two (2) lock-off gas release keys to disable gas release in case of alarm sounding.

The following keys need to be kept inside the Environmental Control Panel box:

One (1) key to isolate the system and to switch between manual and automatic, and

One (1) lock-off gas release key to disable gas release in case of alarm sounding.

All keys and access cards will be labelled with the site's name and purpose, or as specified by the municipality at the time.

Documentation

Documentation explaining the functionality and numbering, of the detection and suppression system **must** be supplied with the submission.

A copy of the documentation explaining the functioning of the fire suppression and detection system will be left in charge of the person responsible for the fire equipment applicable to the building after completion of installation. A full diagram of the layout of all components in the data centre and the interaction thereof with one another will be supplied.

A copy of all documentation (operating manuals) explaining the functionality of all installed equipment including all diagrams must be handed to the relevant representative at KSD Municipality.

NB: The service provider will also maintain already existing server room equipment.

Provider COC Certificate for electrical cabling.

Below is the bill of material to be quoted on rate base so that the municipality orders what they need to install.

BILL OF MATERIAL

ITEM DESCRIPTION	QUANTITY
BUILDING WORK	
Supply & Install Break out Existing Door and Frame	1
Supply & Install New 2 Hour Fire Rated (Class B) Door and Frame with Viewing Window	1
Supply & Install Heavy Duty Door Closer and Maglock for new Door	1
Supply and Installation of Two-Hour Fire Rated Partitioning to close off room (Per running meter)	1
Close off Ceiling with Two-Hour Fire Rated Board Including Steel Support Structure (Per m2)	1

Close Off Windows and Openings to Two-Hour Fire Rated Integrity Standard (Per Meter ²)	1
Core Drilling into room for Power and Data Cables and Air-conditioning (Per Core Drill)	1
Prepare and Paint walls (Per Square meter) Base Coat + 2 Coats	1
Remove rubble from site (per Skip load – all rubble)	1
ACCESS FLOORING	
Supply & Install new access floor 300mm high- HPL Covering (Per Square Meter) including sub-structure & Jacks	1
Supply & Install a step at Entrance (Per Step 1m x 1m x 300mm)	1
Supply & Install Stairnosing with rubber nonslip finish (per 3meter strip)	1
Supply & Install Cadesda tiles Grey with no slip finish for Entrance (per Square meter)	1
Supply Double suction Cup lifter (1 heavy duty lifter)	1
Cut cable entry holes 120mm x 120mm (per hole)	1
SUSPENDED CEILING	
Supply and Install Suspended Ceiling with Mineral Fibre Panels (per Square meter)	1
ELECTRICAL DISTRIBUTION IN SERVER ROOM	
Supply and Install New Hager Two Compartment DB including all breakers (Per DB complete with all wiring and breakers inside DB)	1
Supply and Install New 16mm 4 Core Feeder cable from Mains DB to New DB in data centre (Per Meter) including Trunking	1
Electrical Connection of UPS to New DB in Server Room by Electrician	1
Supply and Install 32 Amp Switched Socket Plugs (Female) from Dedicated 32 Amp Circuit Breakers in UPS DB (A and B Feed for Racks) (per socket)	1
Supply and Install Power Distribution Units (PDU) with Male Socket Plugs for Dedicated Power Supply to Racks (per 10-Way PDU strip)	1
Supply & Install 1200 x 600 Lights with fitting in server room with White Light Tubes (per four tube fitting)	1
Supply & Install a separate light switch including wiring	1
Supply & Install Dedicated Plugs under access floor (Red Plugs) per plug including wiring and trunking	1
Supply & Install Normal Plugs above access floor including wiring and trunking	1
Supply & Install additional Dedicated electrical outlets for access control and fire panel from UPS power (Red Plugs) per plug including wiring	1
Supply & Install 300mm cable trays for Data cables underneath access (Per 3m Length) including mounting to floor	1
Supply & Install New Power Skirting Under raised Floor in Server Room (Per 3m Length) including mounting to floor	1
Supply & Install an Emergency light	1
Issue Certificate of Compliance for Electrical Work	1
Supply & Install 10kVA Single Phase Double conversion UPS (per machine)	1
Supply & Install Battery Bank for 2 hours Battery Autonomy (per additional external battery bank for longer back-up time in steel cabinet)	1

Installation and Commissioning of UPS including all wiring and testing)	1
ACCESS CONTROL SYSTEM	
Supply & Install Finger Tech Biometric Finger Print Access Control reader and take-on reader with Network port.	1
12 V battery backup (per power supply) including electrical Installation	1
Relay Board	1
No Touch Exit	1
Software	1
Breakglass	1
Installation (Including all wiring/cables and trunking)	1
FIRE DETECTION AND SUPPRESSION SYSTEM	
Design and Supply of Gas Control Unit and 3 Zone Fire Panel (per complete kit including-	1
- 2 x Warning Bells Inside and Outside Server Room to Warn that Gas is about to be discharged	
- Fashini Beacon and Sounder Combination to Signal that Gas Discharge has occurred	
- Manual Override Key to Disable System when accessing room	
- Fire Resistant Cabling and Conduits	
- Piping, bends and Clamps	
- Power Supply with Battery Back-up system	
32L Gas Module with Brackets and low Pressure Switch	1
Pyroshield or FM200 Gas (per Gas Cylinder fill)	1
Optical Smoke Detectors with Base (per Detector – 4 detectors required)	1
Siphon and Male and Female Valves (per set)	1
Knock-off Piston	1
Guage and Filling Valve	1
Busting Disk	1
Actuator, Solenoid	1
Nozzels and Discharge Hose	1
Signage (per set)	1
5kg hand held CO2 Fire Extinguishers and Backing Boards	1
Labour to Install and Commission System	1
REDUNDANT AIR-CONDITIONING SYSTEM	
Supply & Install 18000BTU Heatpump INVERTER Midwall Split Air-Conditioning (Per Unit) (Minimum of Two Units required per server room for redundancy)	1
Electrical Installation including Cabling, Breaker and Isolator switch. (per unit) – 2 required	1
Piping, drainage and plumbing (per Aircon Unit) 2 required	1
ROOM MONITORING SYSTEM	
Supply & Install Room Monitoring System complete for Monitoring of:-	1
- Spot Fluid Detectors (x 4 included)	
- Temperature Sensors (x 4 included)	

- Humidity (Humidity Sensor included)	
- Dry contacts for monitoring of UPS, Electrical and Fire Panel	
Camera Pod	1
1TB Rack-Mount DVR SYSTEM connected on network for viewing on phones.	1
Installation and Set-Up of System.	1
PROJECT MANAGEMENT, LOGISTICS AND TRAINING	
Project Management (Ps & Gs) per 30-day project	1
Travelling (per km) (Claim return trip not more than 500KM)	
Accommodation per Team of Installers (per night)	1
Training & Skills Transfer: ICT Municipal staff	1
PREVENTATIVE MAINTENANCE SERVICE AGREEMENT	
Preventative Maintenance Service Agreement for Equipment In Server Room and Disaster Recovery Server Room (Per Service Round- once every 3 months) – 4 x Service rounds per year required)	1

**Figure 1.
Health and Safety Compliance**

A Bidder is required to demonstrate the health and safety standards compliance and that all staff members are physically fit to carry the task. Proof of compliance to this effect should be included in the bid response. <i>Be able to produce valid medical certificates of fitness for each employee. 5 points on functionality assessment if Service Provider comply</i>	Comply	Do Not Comply
Substantiate:		
A Bidder must develop a Health and Safety Plan before it commences with the project. A bidder must demonstrate the understanding of Health and Safety Plan in compliance to this specific requirement in line with construction regulation 5(1) of the OHS act. <i>A designated trained and appointed health and safety representative in compliance with 5 points on functionality assessment if Service Provider comply</i>	Comply	Do Not Comply
Substantiate:		
A Bidder is also required to include a valid Letter of Good Standing from the Department of Labour, Compensation Commissioner for compliance to <i>Compensation for Occupational Injuries and Disease Act. 5 points on functionality assessment if Service Provider comply</i>	Comply	Do Not Comply
Substantiate:		
A Bidder must provide a proof of Public Liability insurance to cover any damages to the property that may occur as results of the Bidder or Bidder's staff working on the premises of KSD Municipality Building as the Municipality shall not be responsibility for such damages. Minimum Public Liability Insurance requirement is R 650 000.00. 5 points on functionality assessment if Service Provider comply	Comply	Do Not Comply

TIME FRAMES

Project duration is three (03) years, as and when required.

SPECIAL CONDITIONS

Medical certificates of fitness for each employee
Designated trained and appointed health and safety representative in compliance
Letter of Good Standing from the Department of Labour
Bidder must have an insurance in any event of accident that may occur in the current existing data centre system.

CRITERIA FOR EVALUATION OF PROPOSALS

PRE-QUALIFICATION REQUIREMENTS

NO.	CRITERIA	WEIGHTING
1.	Experience	40
2.	Expertise	40
3.	Methodology	20
GRAND TOTAL		100

FUNCTIONALITY ASSESSMENT – POINTS SCORING

Functionality Category & Description	Points Allocation
Experience	Total = 40
Data centre or server room projects that were successfully conducted (10 points per project with a maximum of 4 projects) Appointment Letter or Purchase Order and Reference Letters to be provided to claim full points. (A full set of appointment letters or purchase order and reference letters for each project is required to claim points and no partial award of points will be allocated for partial submissions)	(40)
Expertise	Total = 40
Project team comprising of skilled officials to successfully complete the project, the project team must have minimum of 2 years' experience: network certified Installer, trade test and COC. <ol style="list-style-type: none"> 1. Network Certified Installer - 10 points. 2. Trade test & COC - 10 points. 3. Health & Safety (Refer to figure 1)- 20 points. To claim points, the bidder should attach a detailed CVs with ID copy & certificates. Also OHS compliance documents.	
Methodology	Total = 20

<p>Detailed work plan with time frames, clearly explaining how the project will be implemented and will commence work within seven days of appointment – 15 points.</p> <p>(Failure to submit all the required items listed below, will prohibit you from obtaining full 15 points)</p> <ul style="list-style-type: none"> • Planning • Installation • Analysis, Configuration & Champion Training • End-user Training • Go-Live <p>The bidders must provide a copy of a product rating report proving the rated strength of the proposed solution in relation to its competitors – 5 points</p>	
---	--

Bidders should take note of the above Pre-qualification criteria.

- [a] All the necessary documentation must be submitted for the Evaluation Panel to make an informed evaluation. Evaluation of the Technical (Quality) Requirements will be based on the information provided by the bidder.
 - [i] **Experience** - The experience annexure must be completed. Only list projects of a similar nature undertaken.
 - [ii] **Expertise** – The qualifications and capacity of the company/team to undertake the work must be provided for evaluation purposes.
 - [iii] **Methodology** – The bidder must clearly demonstrate how the contract will be managed, detailing a work plan with time frames and clearly explaining how the works will be implemented.
- [b] Bids that do not meet a minimum of **70** out of **100** in total for the criteria listed above will not be considered further.

Table 1: Specific goals for the tender and points claimed are indicated per the table below. 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Local SMMES		10		
Youth		10		
Price		80		

N/B Points will be awarded to a bidder upon submitting proof of attainment of specific goals.

1 Full CSD Report

2 Annexure D (Company Information)

PRICING SCHEDULE

NO.	DESCRIPTION	QUANTITY	UNIT PRICE	YEAR 1	YEAR 2	YEAR 3
BUILDING WORK						
1.	Supply & Install Break out Existing Door and Frame	1				
2.	Supply & Install New 2 Hour Fire Rated (Class B) Door and Frame with Viewing Window	1				
3.	Supply & Install Heavy Duty Door Closer and Maglock for new Door	1				
4.	Supply and Installation of Two-Hour Fire Rated Partitioning to close off room (Per running meter)	1				
5.	Close off Ceiling with Two-Hour Fire Rated Board Including Steel Support Structure (Per m2)	1				
6.	Close Off Windows and Openings to Two-Hour Fire Rated Integrity Standard (Per Meter2)	1				
7.	Core Drilling into room for Power and Data Cables and Air-conditioning (Per Core Drill)	1				
8.	Prepare and Paint walls (Per Square meter) Base Coat + 2 Coats	1				
9.	Remove rubble from site (per Skip load – all rubble)	1				

ACCESS FLOORING						
10.	Supply & install new access floor 300mm high- HPL Covering (Per Square Meter) including sub-structure & Jacks	1				
11.	Supply & install a step at Entrance (Per Step 1m x 1m x 300mm)	1				
12.	Supply & Install Stairnosings with rubber non slip finish (per 3meter strip)	1				
13.	Supply & Install Cadesda tiles Grey with no slip finish for Entrance (per square meter)	1				
14.	Supply Double suction Cup lifter (1 heavy duty lifter)	1				
15.	Cut cable entry holes 120mm x 120mm (per hole)	1				
SUSPENDED CEILING						
16.	Supply and Install Suspended Ceiling with Mineral Fibre Panels (per square meter)	1				
ELECTRICAL DISTRIBUTION IN SERVER ROOM						
17.	Supply and Install New Hager Two Compartment DB including all breakers (Per DB complete with all wiring and breakers inside DB)	1				
18.	Supply and Install New 16mm 4 Core Feeder cable from Mains DB to New DB in data centre (Per Meter) including Trunking	1				
19.	Electrical Connection of UPS to New DB in Server Room by Electrician	1				
20.	Supply and Install 32 Amp Switched Socket Plugs (Female) from Dedicated 32 Amp Circuit Breakers in UPS DB (A and B Feed for Racks) (per socket)	1				
21.	Supply and Install Power Distribution Units (PDU) with Male Socket Plugs for Dedicated Power Supply to Racks (per 10-Way PDU strip)	1				
22.	Supply & Install 1200 x 600 Lights with fitting in server room with White Light Tubes (per four tube fitting)	1				
23.	Supply & install a separate light switch including wiring	1				

24.	Supply & Install Dedicated Plugs under access floor (Red Plugs) per plug including wiring and trunking	1				
25.	Supply & Install Normal Plugs above access floor including wiring and trunking	1				
26.	Supply & Install additional Dedicated electrical outlets for access control and fire panel from UPS power (Red Plugs) per plug including wiring	1				
27.	Supply & Install 300mm cable trays for Data cables underneath access (Per 3m Length) including mounting to floor	1				
28.	Supply & Install New Power Skirting Under raised Floor in Server Room (Per 3m Length) including mounting to floor	1				
29.	Supply & Install an emergency light	1				
30.	Issue Certificate of Compliance for Electrical Work	1				
UPS SYSTEM						
31.	Supply & Install 10kVA Single Phase Double conversion UPS (per machine)	1				
32.	Supply & Install Battery Bank for 2 hours Battery Autonomy (per additional external battery bank for longer back-up time in steel cabinet)	1				
33.	Installation and Commissioning of UPS including all wiring and testing)	1				
ACCESS CONTROL SYSTEM						
34.	Supply & Install Finger Tech Biometric Finger Print Access Control reader and take-on reader with Network port.	1				
35.	12 V battery backup (per power supply) including electrical Installation	1				
36.	Relay Board	1				
37.	No Touch Exit	1				
38.	Software	1				
39.	Break-glass	1				

40.	Installation (Including all wiring/cables and trunking)	1				
FIRE DETECTION AND SUPPRESSION SYSTEM						
41.	Design and Supply of Gas Control Unit and 3 Zone Fire Panel (per complete kit including-	1				
42.	- 2 x Warning Bells Inside and Outside Server Room to Warn that Gas is about to be discharged					
43.	- Fashini Beacon and Sounder Combination to Signal that Gas Discharge has occurred					
44.	- Manual Override Key to Disable System when accessing room					
45.	- Fire Resistant Cabling and Conduits					
46.	- Piping, bends and Clamps					
47.	- Power Supply with Battery Back-up system					
48.	32L Gas Module with Brackets and low-Pressure Switch	1				
49.	Pyroshield or FM200 Gas (per Gas Cylinder fill)	1				
50.	Optical Smoke Detectors with Base (per Detector – 4 detectors required)	1				
51.	Siphon and Male and Female Valves (per set)	1				
52.	Knock-off Piston	1				
53.	Guage and Filling Valve	1				
54.	Busting Disk	1				
55.	Actuator, Solenoid	1				
56.	Nozzels and Discharge Hose	1				
57.	Signage (per set)	1				
58.	5kg hand held CO2 Fire Extinguishers and Backing Boards	1				
59.	Labour to Install and Commission System	1				

REDUNDANT AIR-CONDITIONING SYSTEM						
60.	Supply & Install 18000BTU Heatpump INVERTER Midwall Split Air-Conditioning (Per Unit) (Minimum of Two Units required per server room for redundancy)	1				
61.	Electrical Installation including Cabling, Breaker and Isolator switch. (per unit) – 2 required	1				
62.	Piping, drainage and plumbing (per Aircon Unit) 2 required	1				
ROOM MONITORING SYSTEM						
63.	Supply & Install Room Monitoring System complete for Monitoring of:-	1				
	- Spot Fluid Detectors (x 4 included)					
	- Temperature Sensors (x 4 included)					
	- Humidity (Humidity Sensor included)					
	- Dry contacts for monitoring of UPS, Electrical and Fire Panel					
	Camera Pod	1				
	1TB Rack-Mount DVR SYSTEM connected on network for viewing on phones.	1				
	Installation and Set-Up of System.	1				
PROJECT MANAGEMENT, LOGISTICS AND TRAINING						
64.	Project Management (Ps & Gs) per 30-day project Travelling (per km) (Claim return trip not more than 500KM)	1				
65.	Accommodation per Team of Installers (per night)	1				
66.	Training & Skills Transfer: ICT Municipal staff	1				
PREVENTATIVE MAINTENANCE SERVICE AGREEMENT						
67.	Preventative Maintenance Service Agreement for Equipment In Server Room and Disaster Recovery Server Room (Per Service Round- once every 3	1				

	months) – 4 x Service rounds per year required)					
	Total cost based on rates Year 1, 2 and Year 3					
	SUBTOTAL (Year 1, 2 and Year 3 cost based on rates (Excl. VAT))					
	15% VAT					
	TOTAL Year 1, 2 and Year 3 (cost based on rates)					
<p>NB: Bidders are required to complete the pricing schedule in full, including the total based on rates. Failure to provide a complete and accurate pricing schedule will render the bid non-responsive. Please ensure that all prices are clearly indicated and calculated correctly and that the total bid price is clearly stated.</p>						

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

MBD 3.1
PRICING SCHEDULE
(Professional Services)

Name of Bidder:.....	Bid Number:
Closing Time:	Closing Date

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX
---------	-------------	--

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of VAT for the project. R

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

	PERSON AND POSITION	HOURLY RATE	DAILY RATE
-----		R-----	-----
-----		R-----	-----
-----		R-----	-----
-----		R-----	-----
-----		R-----	-----

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

-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days

5.1 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.....
.....	R.....
TOTAL:			
R.....			

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

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

PRICING SCHEDULE – NON-FIRM PRICES

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

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

Name of Bidder.....	Bid number.....
Closing Time	Closing Date

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

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

- Required by:
.....

- At:
.....

- Brand and model
.....

- Country of origin
.....

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

-If not to specification, indicate deviation(s)

- Period required for delivery

-Delivery: *Firm/Not firm

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

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$P_a = (1 - V) P_t D_1 \frac{R_{1t}}{R_{1o}} + D_2 \frac{R_{2t}}{R_{2o}} + D_3 \frac{R_{3t}}{R_{3o}} + D_4 \frac{R_{4t}}{R_{4o}} + VP_t$$

Where:

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

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

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

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

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

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

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.

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.

¹MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (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);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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.

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars.....

3.10 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**

3.10.1 If yes, furnish particulars.

.....

3.11 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**

3.11.1 If yes, furnish particulars

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

3.14 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**

3.14.1 If yes, furnish particulars:

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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:

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 establishment if established during the past three years.

.....
.....

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 other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

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

* Delete if not applicable

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material noncompliance or dispute concerning the execution of such contract? ***YES / NO**

3.1 If yes, furnish 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

***YES / NO**

transferred out of the Republic?

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

The applicable preference point system for this tender is the **80/20** preference point system.

80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	
Local SMMEs	10
Youth	10
Total points for Price and SPECIFIC GOALS	100

B. Points be awarded to a bidder upon submitting proof of attainment of specific goals

- 1 Full CSD Report
- 2 Annexure D (Company Information)

NB: Failure to submit the documents required above no points will be

allocated. if not all the documents are submitted partial points will be allocated for partial submissions.

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \mathbf{Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)} \quad \mathbf{33}
 \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below. (80/20 preference point system is applicable, corresponding points must also be indicated as such. Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Local SMMEs		10		
Youth		10		
Price		80		

Points be awarded to a bidder upon submitting proof of attainment of specific goals.

1 Full CSD Report

2 Annexure D (Company Information)

NB: Failure to submit the documents required above no points will be allocated. if not all the documents are submitted partial points will be allocated for partial submissions.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) **King Sabata Dalindyebo Municipality** in accordance with the requirements and specifications stipulated in bid number **002/2025-26** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for specific goals in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

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

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2.
DATE:	

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

ITEM NO.	PRICE APPLICABLE (ALL TAXES INCLUDED)	<u>BRAND</u>	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 ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

DECLARATION OF BIDDER’S 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:
 - a. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. 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? <u>(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 audi alteram partem rule was applied).</u> <u>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.</u>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? he Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
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 <input type="checkbox"/>	No <input type="checkbox"/>

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 <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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).² Collusive 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:
 - a. take all reasonable steps to prevent such abuse;
 - b. 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
 - c. 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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of 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: _____ that:

(Name of Bidder)

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

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.

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

RESOLUTION TO SIGN

Signatory for companies shall confirm their authority thereto by either signing the below or attaching a duly signed and dated copy of the relevant resolution of the boards of directors to this form.

An example is given below:

By resolution of the board of directors passed at a meeting held on

Mr/Mrs , whose signature appears below, has been duly authorised

to sign all documents in connection with the Bid for Contract No. and any Contract that may arise there from on behalf of (name of Bidder in block capitals)

.....

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

- WITNESSES:**
- 1.
 - 2.

**ANNEXURE B
COMPANY DETAILS**

The following company details schedule must be completed to ensure that the prerequisite requirements to bidding are met. Also attach the copy of the company registration certificate in order to qualify for bidding.

Registered Company Name:

.....

Company Registration Number:

VAT Number:

Bank Name and Branch:

Bank Account Number:

Professional Registration Details:

.....

.....

.....

.....

Professional Indemnity Details:

.....

.....

**ANNEXURE C
JOINT VENTURE DISCLOSURE FORM**

GENERAL

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) the contributions of capital and equipment
 - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.
- vii) A joint venture that is awarded a contract with KING SABATA DALINDYEBO MUNICIPALITY must be registered as a separate company with the Registrar of Businesses.
- viii) The joint venture must be registered with South African Revenue Services.
- ix) A separate bank account must be in place for the joint venture.

1. JOINT VENTURE PARTICULARS

- a) Name.....
- b) Postal address.....
.....
.....

- c) Physical address
-
-
- d) Telephone
- e) Fax

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

- 2.1(a)** Name of Firm
- Postal Address.....
- Physical Address
- Telephone
- Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

- 2.2(a)** Name of Firm
- Postal Address.....
- Physical Address
- Telephone
- Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

(Continue as required for further non-Affirmable Joint Venture Partners)

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm
Postal Address.....
Physical Address
Telephone.....
Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:
.....

3.2(a) Name of Firm
Postal Address.....
Physical Address
Telephone.....
Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:
.....

3.3(a) Name of Firm
Postal Address.....
Physical Address
Telephone.....
Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:
.....

4. **BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

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

5. **OWNERSHIP OF THE JOINT VENTURE**

- a) Affirmable Joint Venture Partner ownership percentage(s)%
 - b) Non-Affirmable Joint Venture Partner ownership percentage(s)%
 - c) Affirmable Joint Venture Partner percentages in respect of : *
 - (i) Profit and loss sharing
 - (ii) Initial capital contribution in Rands
-
.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

- (iii) Anticipated on-going capital contributions in Rands
-
.....
.....
- (iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.
-
.....
.....

6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

NO	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

NO	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

- (a) Joint Venture cheque signing
 -
 -
 -
- (b) Authority to enter into contracts on behalf of the Joint Venture
 -
 -
 -
- (c) Signing, co-signing and/or collateralising of loans
 -
 -
- (d) Acquisition of lines of credit
 -
 -

-
- (e) Acquisition of performance bonds

.....

.....

- (f) Negotiating and signing labour agreements

.....

.....

.....

8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

- (a) Supervision of field operations

.....

- (b) Major purchasing

.....

- (c) Estimating

.....

- (d) Technical management

.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

- (a) Identify the “managing partner”, if any,

.....

.....

.....

.....

- (b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

(c) Describe the management structure for the Joint Venture’s work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”.)

10. PERSONNEL

(a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON-AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner").

(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

(c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

(Continue as necessary)

ANNEXURE E
DECLARATION OF INTERESTS (KINSHIP, RELATIONSHIP WITH PERSONS EMPLOYED BY KING SABATA DALINDYEBO MUNICIPALITY)

In terms of the Municipal Supply Chain Management Regulations, no person or persons employed by the State may be awarded a bid by any municipality.

Any legal person, or persons having a kinship with persons employed by the KING SABATA DALINDYEBO MUNICIPALITY including a blood relationship, may make an offer in terms of this bid invitation. In view of possible allegations of favouritism, should the resulting bid or part thereof be awarded to persons connected with or related to an employee of KING SABATA DALINDYEBO MUNICIPALITY, it is required that the bidder or his/her authorized representative declare his position vis-à-vis the evaluating authority and/or take an oath declaring his/her interest, where–

- the legal person on who's behalf the bid document is signed, has a relationship with persons/a person who are/is involved with the evaluation of the bid(s), or where it is known that such a relationship exists between the person or persons for or on who's behalf the declarer acts and persons who are involved with the evaluation of the bid.

In order to give effect to the above, the following questionnaire shall be completed and submitted with the bid.

Do you, or any person have any relationship (family, friend, other) with a person employed with the KING SABATA DALINDYEBO MUNICIPALITY or its King Sabata Dalindyebo Municipality administration and who may be involved with the evaluation, preparation and/or adjudication of this bid?

Yes/No

If so, state particulars

.....

.....

Are you or any other person connected with the bid, employed by any organ of State?

Yes/No

If so, state particulars

.....

.....

SIGNATURE OF DECLARER

DATE

POSITION OF DECLARER

NAME OF COMPANY OR BIDDER

ANNEXURE F
DECLARATION (VALIDITY OF INFORMATION PROVIDED)

I.....declare that the information provided is true and correct, the signature to the bid document is duly authorised and documentary proof regarding any bidding issue will, when required, be submitted to the satisfaction of the King Sabata Dalindyebo Municipality.

.....
SIGNATURE OF DECLARER

.....
DATE

.....
POSITION OF DECLARER

.....
**NAME OF COMPANY OF
BIDDER**

Should the bidder have, in the opinion of the KING SABATA DALINDYEBO MUNICIPALITY, acted fraudulently illegally, in bad faith or in any improper manner, misrepresented itself with regard to the bid, then the KING SABATA DALINDYEBO MUNICIPALITY may, in its sole discretion:

- * Ignore any bids without advising the bidder thereof
- * Cancel the contract without prejudice to any legal rights the KING SABATA DALINDYEBO MUNICIPALITY may have

Should the bidder disregard this or conduct affairs in a way that transgresses from good business practices, this could seriously impair future business relations between the KING SABATA DALINDYEBO MUNICIPALITY and such bidder.

ANNEXURE G
BID CHECK LIST

All King Sabata Dalindyebo Municipality bid documents will have the typical bid check list as an attachment. This list is to assist all bidders to submit complete bids.

Bidders are to check the following points before the submission of their bid:

1. All pages of the bid document have been read by the bidder.
2. All pages requiring information have been completed in black ink.
3. The Schedule of Quantities have been checked for arithmetic correctness.
4. Totals from each sub section of the Schedule of Quantities have been carried forward to the summary page.
5. The total from the summary page has been carried forward to the Bid Form.
6. Surety details have been included in the bid.
7. All sections requiring information have been completed.
8. The bidder has submitted the correct documentation, e.g. original and current certificates in terms of SARS and Levies, etc.
9. The bid document is submitted before 12h00 on the due date at the designated bid box of King Sabata Dalindyebo Municipality.