



GAMAGARA LOCAL MUNICIPALITY

GM2023/23

RE-ADVERT

PROVISION OF INFRASTRUCTURE AS A SERVICE (IaaS) AND SOFTWARE AS A SERVICE (SaaS) FOR GAMAGARA LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS

NAME OF BIDDER	
TOTAL BID PRICINCE (VAT INCL.)	
CSD SUPPLIER NO:	

PREPARED AND ISSUED BY:
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Supply Chain Management Unit
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PROVISION OF (IaaS) AND (SaaS) FOR GLM FOR A PERIOD OF 36 MONTHS -DRAFT

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1. TENDER ADVERT

GAMAGARA MUNICIPALITY



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PROVISION OF INFRASTRUCTURE AS A SERVICE (IaaS) AND SOFTWARE AS A SERVICE (SaaS) FOR GAMAGARA LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS

The municipality invites prospective bidders to submit bids for the provision of Infrastructure as a service and software as a service for a period of 36 months

The bid document will be available on the municipal website at www.gamagara.gov.za and on the e-tender portal at www.etenders.gov.za

Bid documents in a sealed envelope and **a soft copy**, on a read-only/write protected media, clearly marked " **BID: GM2023/23 PROVISION OF INFRASTRUCTURE AS A SERVICE (IaaS) AND SOFTWARE AS A SERVICE (SaaS) FOR GAMAGARA LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS**" must be deposited in the bid box, Cnr Hendrik van Eck & Frikkie Meyer Road, Kathu, not later than **10:00, 08 May 2023**.

A compulsory briefing session will be held virtually via MS Teams on the 13th of April 2023, 10:00 AM. Please forward an email to gm2023-23@gamagara.gov.za to request a link for the briefing session.

Bids will be evaluated according to Gamagara Municipality's Supply Chain Management Policy and the Preferential Procurement Policy Framework Act.

All administrative enquiries must be directed to Mrs. J. Nampa @ 053 722 6000 or nampaj@gamagara.gov.za and technical enquiries must be directed to Mr. Tshenolo Tshekedi @ 053 723 6000 or tshekedit@gamagara.gov.za during office hours.

Important notice

No faxed, e-mailed or late tenders will be considered. The municipality is not obliged to accept the lowest bid, or any bid.

L. Seetile
Acting Municipal Manager
P.O.Box 1001
KATHU, 8446

2. PROBLEM STATEMENT

Currently, the Municipality has a multiple, unmanaged Wide Area Network (WAN) links and several outstations connected via Virtual Private Network (VPN) and partial Software defined Wide Area Network (SD-WAN) solution.

The overall Municipality ICT Infrastructure (Networks, Physical Server hosting and Telephony System) has reached its end of useful life span.

3. ICT STRATEGIC OBJECTIVE

ICT Strategic objectives as per IDP

To develop ICT as an enabler to:

- a) Increase municipal growth opportunities.
- b) Reduce vulnerability to natural disaster.
- c) Improve efficiency on municipal operation.

Gamagara Local Municipality intends to select a preferred bidder for the management of its new Municipal Wide Area Network (WAN) and private cloud services, which includes a Voice Over IP (VOIP) solution and Virtual Servers Hosting, to enhance its end-user experience, by providing high availability to all its Municipal Stations. By implementing the latest technologies (hardware and software) which will ensure the Municipality's ICT infrastructure and voice services are aligned to its Digital Transformation objective as in ICT Strategic objectives.

Due to technology advancement and operational resilience requirement, during disasters such as COVID pandemic, natural disasters and civil unrests, the Municipality may require flexibility in its operation, of which the preferred bidder

will be required to accommodate mobility, additions, and changes on a national and local scale.

The Municipality's ICT environment is becoming increasingly decentralised and therefore a reliable SD-WAN connectivity between Head Office, outstations and cloud providers sites is required, to maintain high levels of system availability. In line with its strategic objectives, Municipality endeavours to reach under serviced areas (All Gamagara Outstations) by increasing its delivery network. This objective demands an agile service provider with an extensive network coverage that can offer flexible connectivity options (directly or via third parties).

The preferred connectivity requirement would be that all offices **must** at least have a ***last-mile fibre or fixed LTE or a licenced frequency link***.

The Municipality seek to: -

- Improved security that ensures the confidentiality, integrity and availability of the Municipality's ICT infrastructure and Systems.
- Identify opportunities for increased network performance and availability, which includes a technology refresh over the contract period.
- Identify opportunities for faster and easier provisioning and configuration.

4. SCOPE OF WORK AND DELIEVERABLES

4.1 SERVICE PROVIDER' SUPPORT INFRASTRUCTURE

- 4.1.1 Supplying, installing, commissioning managing and maintaining of Cloud infrastructure Service such as SD-WAN (broadband link or combination of various connectivity links)
- 4.1.2 The Bidders are therefore required to provide proposals, implementation plans and costing for each of the proposed work streams i.e., Network, Parameter security and protection, Cloud hosted Private Automatic Branch Exchange (PABX) and Voice over Internet Protocol (VoIP) using Microsoft Teams, and Cloud Virtual Server(s) Hosting.
- 4.1.3 The bidder needs to supply a converged scalable network, with a view of delivering a futuristic service and technology refresh that will reduce costs and provide high availability.
- 4.1.4 The bidder should supply an Internet Breakout on the SD-WAN that terminates at the main provider Datacentre and should start off with **50 Mbps** with a 1:1 contention ratio and will be either increased or decreased over the contract period according to the needs of the Municipality.
- 4.1.5 Internet traffic from the local Municipality outstations should be transported via local Provider Edge (PE) routers (shortest path) to the Internet.
- 4.1.6 A hosted managed firewall service/module capable of web, layer 3 and layer 4 filtering, intrusion detection, and reporting and auditing should be supplied.
- 4.1.7 Provide a secure reverse billed (corporate) Access Point Name (APN) as an extension of the SD-WAN network.
- 4.1.8 A portal that must be provided for the provisioning and management of Subscriber Identification Module (SIM) cards connecting to the APN.

- 4.1.9 All traffic from the APN must pass through the firewall at the Internet breakout as a security measure.
- 4.1.10 APN will be to provide connectivity for the Municipal mobile users to the SD-WAN.
- 4.1.11 APN will be used for providing connectivity to Cloud server hosting provider(s), which must incorporate an extra layer of security such as radius authentication or some identity management.
- 4.1.12 All routers including the Internet breakout router should have the ability to be remotely managed and export data to the Municipality management tools.
- 4.1.13 Connectivity devices' operating systems must be patched regularly to the latest versions as per software releases.
- 4.1.14 Bidders must be able to supply a managed firewall services for which they must be duly certified by appropriate vendors (e.g., Sophos, Cisco, or Meraki). The successful bidder must maintain such firewall security certification, for duration of the contract.
- 4.1.15 Detailed Project Plan including milestones and project phases.
- 4.1.16 Risk Management Plan that will address risks associated with scope, quality, schedule, and cost.
- 4.1.17 Provide Project Management methodology like Agile, PRINCE 2.

4.2 SERVICE MONITORING GUIDELINE (NON-DISQUALIFYING)

- 4.2.1 All services to be delivered as per timelines, mutually defined, and agreed by Municipality and the preferred bidder. This will include the management of 3rd party vendors.
- 4.2.2 The successful bidder will ensure support (24 hours, every day, x 365 days in each year) for any issue related to availability and accessibility.
- 4.2.3 The successful bidder would be solely responsible for any defect in the solution(s).

- 4.2.4 Service uptimes per location - The successful bidder will be required to adhere to the service levels outlined in the table below, which contains the classification of Service Levels by priority and location type.
- 4.2.5 Project Execution Plans, detailing the execution and monitoring of the project.
- 4.2.6 Project Acquisition Plan, describing the acquisition of materials, goods and enabling system services supplied.
- 4.2.7 Project Quality Plan that describes the quality criteria of the project deliverables
- 4.2.8 Project Requirements and Change Control Plan
- 4.2.9 Project Communications and Change Management Plan
- 4.2.10 Project Resource Plan that describes the key resources who will be assigned to the project including the Project manager and Project manager's certification.
- 4.2.11 A Service Transition Plan to ensure that there are no disruptions during the changeover phase between service providers if applicable covering a maximum period of eight (8) weeks.
- 4.2.12 Change control processes and roll-back plans.
- 4.2.13 Preliminary information gathering such as sites visits and site surveys and infrastructure assessments.
- 4.2.14 Service continuity obligation to provide support for the smooth transition to new services.

Service Level Type	Time to Respond	Time to Resolve	Target Uptime	Maximum Monthly Downtime	Typical Local Locations	Gamagara Municipality
Priority 1	15 mins	2 hours	90%	2 hours	Municipality Head Office Municipality Cloud hosting site(s)	
Priority 2	20 mins	3 hours	90%	3 hours	Municipality office internet breakout	
Priority 3	20 mins	3 hours	90%	4 hours	Municipality outstations offices internet breakout	

4.2.15 Link performance requirements, the bidder will be required to proactively monitor the SD-WAN and its related services, to ensure high availability of the service to Municipality, in compliance with required service levels as outlined in the link performance requirement table below.

Link	Latency	Packet Loss	Jitter
Municipality Head Office Municipality Cloud hosting site(s)	<100ms	<1%	<25ms
Municipality outstations offices	<150ms	<1%	<25ms

5. SPECIFICATIONS

Gamagara Local Municipality is looking for systematic approach in addressing the required improvements as listed in the objectives above. The proposed solution in response to Municipality's specific situation, should be guided by best practice, industry trends and key architectural principles.

The proposed Infrastructure as a Service (IaaS) and Software as a Service (SaaS)

Solution should have the following minimum features:

ITEM/COMPONENT	QTY/ CAPACITY	SITE ADDRESS & COORDINATES
MS 365 Business Std Licensing	160	Cloud
Router - Hardware (Rental)	1	DC Router(S) Cost per device
Router - Installation	1	
Router - Management	1	
Router - Software	1	
Router - Hardware (Rental)	1	Head Office Router(S) Cost per device Gamagara Head Office Cnr Hendrik Van Eck and Frikkie Meyer 27°41'57.0"S 23°03'00.7"E - 27.699165, 23.050185
Router - Installation	1	
Router - Management	1	
Router - Software	1	
Router - Hardware (Rental)	1	Branch Office (Small) Router(S) Cost per device Deben Office Cnr of Main and Gemsbok Street 27°35'44.3"S 22°52'29.7"E - 27.595643, 22.874902
Router - Installation	1	
Router - Management	1	
Router - Software	1	
Router - Hardware (Rental)	1	Branch Office (Small) Router(S) Cost per device Olifantshoek Municipal Office , Cnr of Van Riebeeck and Ianham street 27°57'33.2"S 22°42'03.3"E - 27.959209, 22.700921
Router - Installation	1	
Router - Management	1	
Router - Software	1	
Router - Hardware (Rental)	1	

Router - Installation	1	Branch Office (Small) Router(S)
Router - Management	1	Cost per device Gamagara Fire
Router - Software	1	Station and Parks , Sekgame offices (Ian Flemming road) 27°42'12.0"S 23°02'21.4"E - 27.703321, 23.039271
Router - Hardware (Rental)	1	Branch Office (Small) Router(S)
Router - Installation	1	Cost per device Gamagara
Router - Management	1	Traffic
Router - Software	1	Ian Flemming street No. 2 27°42'32.0"S 23°02'13.1"E - 27.708884, 23.036977
Router - Hardware (Rental)	1	Branch Office (Small) Router(S)
Router - Installation	1	Cost per device Gamagara
Router - Management	1	Workshop , Cnr of Ian Flemming and Jaspes (Jaspes 31) 27°42'30.0"S 23°02'18.2"E - 27.708337, 23.038399
Router - Software	1	
Router - Hardware (Rental)	1	Branch Office (Small) Router(S)
Router - Installation	1	Cost per device Gamagara
Router - Management	1	Mapoteng Library , 6th Street, Sesheng, Gamagara Local Municipality, South Africa (- 27.695593, 23.011131)
Router - Software	1	
Router - Hardware (Rental)	1	Branch Office (Small) Router(S)
Router - Installation	1	Cost per device Gamagara
Router - Management	1	Siyathemba , Gamagara Ward 1, Gamagara Local Municipality, 8446, SA
Router - Software	1	

		(27°42'39.3"S 23°03'20.6"E - 27.714941, 23.067033)
Internet Bandwidth (MBPS)	50	Cloud Hosting
Internet Setup	1	
Static IP address	4	
Hosting Connectivity	3	
Hosting (Rack Space) U's	2	
Virtual Server 1 - Setup	1	
RAM	32	
Hard Drive 1 per GB	250	
Hard Drive 2 per GB	2000	
NIC	2	
Other (Please specify)		
Virtual Server 2 - Setup	1	
RAM	16	
Hard Drive 1 per GB	250	
Hard Drive 2 per GB	1000	
NIC	2	
Other (Please specify)		
Virtual Server 3 - Setup	1	
RAM	16	
Hard Drive 1 per GB	250	
Hard Drive 2 per GB	500	
Hard Drive 3 per GB	1000	
NIC	2	
Other (Please specify)		
Virtual Server 4 - Setup	1	

RAM	16	
Hard Drive 1 per GB	250	
Hard Drive 2 per GB	500	
Hard Drive 3 per GB	1000	
NIC	2	
Other (Please specify)		
Virtual Server 5 - Setup	1	
RAM	16	
Hard Drive 1 per GB	250	
Hard Drive 2 per GB	500	
Hard Drive 3 per GB	1000	
NIC	2	
Other (Please specify)		
Additional Licenses - Remote Desktop (RDS)	10	
Additional Licenses - SQL (Std, Latest)	1	
Additional Licenses - Standard Edition CAL	2	
Additional Licenses - Backup	1	
Backup Service - comms	1	
Backup Service - Setup	1	
Backup Service - Storage Per GB	6000	
APN Connectivity	1	APN Service
APN Data Bundle Per (GB)	500	
APN Setup	1	
APN Management	1	
APN Expense Management	1	
APN - SIM	35	

Telephone Management - Setup	1
Telephone Management - Monthly	1
Number porting	5
Telephony Licensing - PBX Std	150
Telephony Licensing - PBX Std Setup	150
Telephony Licensing - PBX Advanced	150
Telephony Licensing - PBX Advanced Setup	150
Auto Attendant	1
Auto Attendant Setup	1
Receptionist License	2
Receptionist Setup	2
Voicemail License	150
Handset - Conference Phone - Rental	2
Handset - Conference Phone - Setup	2
Handset - Basic Phone - Rental	98
Handset - Basic Phone - Setup	98
Handset - Manager Phone - Rental	52
Handset - Manager Phone - Setup	52
Handset - Receptionist Phone - Rental	2
Handset - Receptionist Phone - Setup	2
Handset - Receptionist Expansion Module - Rental	2
User Training (Per Hour)	4
Administrator Training (Per Hour)	4

Telephony Services

Head Office Internet Bandwidth (MBps)	86	Head Office WAN Connectivity
Head Office Internet setup	1	
Head Office Static IP addresses	2	
Head Office Connectivity (Last mile) (MBps)	86	
Head Office Last Mile setup	1	

Head Office SIP Service	1	
Head Office SIP Setup	1	
Head Office Connectivity Other		
Branch Office Internet Bandwidth (MBps)	20	Branch Office WAN Connectivity - Deben Office
Branch Office Internet setup	1	
Branch Office Static IP addresses	1	
Branch Office Connectivity (Last mile) (MBps)	20	
Branch Office Last Mile setup	1	
Branch Office SIP Service	1	
Branch Office SIP Setup	1	
Branch Office Connectivity Other		
Branch Office Internet Bandwidth (MBps)	20	Branch Office WAN Connectivity - Olifantshoek
Branch Office Internet setup	1	
Branch Office Static IP addresses	1	
Branch Office Connectivity (Last mile) (MBps)	20	
Branch Office Last Mile setup	1	
Branch Office SIP Service	1	
Branch Office SIP Setup	1	
Branch Office Connectivity Other		
Branch Office Internet Bandwidth (MBps)	20	Branch Office WAN Connectivity - Fire & Parks
Branch Office Internet setup	1	
Branch Office Static IP addresses	1	
Branch Office Connectivity (Last mile) (MBps)	20	

Branch Office Last Mile setup	1	
Branch Office SIP Service	1	
Branch Office SIP Setup	1	
Branch Office Connectivity Other		
Branch Office Internet Bandwidth (MBps)	20	Branch Office WAN Connectivity - Traffic
Branch Office Internet setup	1	
Branch Office Static IP addresses	1	
Branch Office Connectivity (Last mile) (MBps)	20	
Branch Office Last Mile setup	1	
Branch Office SIP Service	1	
Branch Office SIP Setup	1	
Branch Office Connectivity Other		
Branch Office Internet Bandwidth (MBps)	20	Branch Office WAN Connectivity - Workshop
Branch Office Internet setup	1	
Branch Office Static IP addresses	1	
Branch Office Connectivity (Last mile) (MBps)	20	
Branch Office Last Mile setup	1	
Branch Office SIP Service	1	
Branch Office SIP Setup	1	
Branch Office Connectivity Other		
Branch Office Internet Bandwidth (MBps)	20	Branch Office WAN Connectivity - Mapoteng
Branch Office Internet setup	1	
Branch Office Static IP addresses	1	

Branch Office Connectivity (Last mile) (Mbps)	20	
Branch Office Last Mile setup	1	
Branch Office SIP Service	1	
Branch Office SIP Setup	1	
Branch Office Connectivity Other		
Branch Office Internet Bandwidth (Mbps)	20	Branch Office WAN Connectivity - Siyathemba
Branch Office Internet setup	1	
Branch Office Static IP addresses	1	
Branch Office Connectivity (Last mile) (Mbps)	20	
Branch Office Last Mile setup	1	
Branch Office SIP Service	1	
Branch Office SIP Setup	1	
Branch Office Connectivity Other		
Optional Extras		
Router - Cold Spare Hardware (Rental): Head Office	1	Cold Spare Hardware (Rental)
Router - Cold Spare Hardware (Rental) Branch Office (Small)	1	
Other (Please specify)		

6. ALTERNATIVE OFFERS.

Bidders can submit alternative offers/solutions that could satisfy our scope of work; however, the bidder will still be expected to complete the original bid as per our specification and submit a priced alternative offer/solution separately.

Where an alternative offer/solution is offered, the bidder might be invited to present such offer/solution.

Short-listed bidders will be invited to do a presentation of their proposals, including any alternative offers. The presentation will follow the layout below.

No.	Evaluation	Criteria	Check
1	Suppliers Presentation	1. Demonstrate the overall proposed technical solution	
		2. Demonstrated transition and implementation plan	
		3. Demonstrated enhanced capabilities and innovations aligned to Municipality's future digital requirements	
		4. Demonstrated reporting and deployment capabilities	
		5. Demonstrated technical support model	
		6. Demonstrated value-added services	
	No Points will be allocated to this presentation. The presentation is to enable the Municipality, to clarify and understand the solution the bidder is seeking to offer.		

7. SPECIAL CONDITIONS OF CONTRACT (SCC)

The bid is for the **PROVISION OF INFRASTRUCTURE AS A SERVICE (IaaS) AND SOFTWARE AS A SERVICE (SaaS) FOR GAMAGARA LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS.**

- 7.1.1 The bid documents must be neatly packaged and arranged accordingly, in a sealed envelope, and a soft copy, on a read-only/write protected media.
- 7.1.2 The price should include VAT, supply and delivery and be valid for 90 days.
- 7.1.3 A complete spreadsheet of all equipment delivered with all the relevant data of each machine to keep a proper asset track.
- 7.1.4 Rates shall include and make provision for all shipping and clearance obligations and costs thereof for the supply, delivery, and installation of goods at Corner Hendrik Van Eck and Frikkie Meyer, Kathu.
- 7.1.5 The warranty shall remain valid for 24 months after the goods have been received in full. The bidder's offered total amount should be inclusive of the warranty cost.
- 7.1.6 Time for delivery of the goods and performance of services must be indicated by the supplier within the tender response.
- 7.1.7 All prices must be firm for year 1 and bidders must indicate the % escalation for annual and monthly costs. Bidders must use the appended excel sheet (PROVISION OF (IaaS) AND (SaaS) FOR GLM FOR A PERIOD OF 36 MONTHS - PRICE SCHEDULE) for pricing.
- 7.1.8 All services must be delivered to the Main Municipal Buildings at Corner Hendrik Van Eck & Frikkie Meyer, Kathu.
- 7.1.9 The total value of the contract will be used for evaluation purposes.
- 7.1.10 Only Manufacture factory assembled units will be acceptable.
- 7.1.11 The Bidder must have at least three (3) years' experiences and must have implemented SD-WAN and VoIP Solution in at least two (2) institutions in the last 2 calendar years. The Bidder (Service Provider) must also have

delivered Cloud infrastructure hosting and have managed at least to 5 sites across South Africa, VoIP, or similar solutions.

- 7.1.12 The Bidder must have their own Network Operation Centre (NOC) existence in South Africa for at least three years, with a centralised call logging facility to provide 24 hours, 7 Days, Year(24X7X365) customer support.
- 7.1.13 The Bidder must have a back-to-back service level agreement with Original Equipment Manufacturer (OEM) provider of physical devices.
- 7.1.14 The Bidder must provide proof of Independent Communication Authority Of South Africa (ICASA) Certifications Electronic communications services (ECS) / Electronic communications network services (ECNS) Licensees) for WAN infrastructure and if applicable, any partnership arrangement where ICASA certification is not issued directly to the bidder, that must be proven.
- 7.1.15 The bidders are required to structure their tariffs for extending SD-WAN, VoIP, and Internet services to new locations on a fixed-cost basis per technology and service type for the contract duration, while allowing flexibility for periodic price benchmarking for similar services in the market, to enable Municipality to benefit from cost reductions as technologies and services become cheaper.
- 7.1.16 Router information and configurations must be made available for audit purposes and Municipality, or any third party appointed to audit Municipality's network security.
- 7.1.17 Municipality will supply the successful bidder a set of rules for the initial configuration of the firewall and further change requests will be logged via the successful bidder's Service Desk.
- 7.1.18 Read-only access to the firewall must be supplied to designated Municipality technical contacts for the purposes of troubleshooting and auditing. A DEMILITARISE ZONE (DMZ) must be supplied to host services such as the Website and Web portal, etcetera in this segment. The Service Provider must have the capability to provide Municipality with hosted virtual machine instances when required in the DMZ segment.

- 7.1.19 Successful bidders will be subjected to security vetting of their key personnel who will be working on the SD-WAN Infrastructure supplied by the bidder when requested and ensure that such clearance is maintained.
- 7.1.20 Successful Bidder will enter into a contract performance agreement, failure of which may nullify the appointment.

8. INCASE OF PROPOSAL FROM A JOINT VENTURE, CONSORTIUM OR SUBCONTRACTING THE FOLLOWING MUST BE SUBMITTED TOGETHER WITH THE PROPOSAL: -

- 8.1.1 Joint Venture Agreement including split of work and signed by both parties;
- 8.1.2 The original or certified copy of the consolidated B-BBEE certificate of the joint venture.
- 8.1.3 The Tax Clearance Certificate of each joint venture member.

9. EVALUATION CRITERIA

9.1 Administrative Requirements

Bidders' must submit all required documents and all forms must be fully completed and duly signed at the closing date and time of the bid. Bidders who fail to comply with the entire administrative requirements may be disqualified.

10. FUNCTIONALITY

Only bidders who have complied with the administrative requirements will be evaluated further for functionality. During this phase, bidders' responses will be evaluated on functionality based on achieving a minimum score of **70 Points**. The scores will be based on the submission of documents that supports the points claimed, e.g., reference letters for similar work carried out.

No.	Technical Evaluation	Mark Allocation	Compliance Y/N	Bidder reference page
1	<p>Firewall Security OEM certifications</p> <p>The bidder is required to provide Valid Firewall Security OEM certifications (personnel)</p> <ul style="list-style-type: none"> - Advanced Certification - 15 Points Professional Certification - 10 Points - Entry Certification - 5 Points <p><i>NB: Only the highest provided certificate will be awarded points. Submit the certified copies (Not older than 3 months) of certificate to claim points.</i></p>	15		
2	<p>Technical Resources Certifications</p> <p>The bidder is required to provide: -</p>	35		

No.	Technical Evaluation	Mark Allocation	Compliance Y/N	Bidder reference page
	<p>a) CV's Provided for all levels of technical Support staff.</p> <p>CVs should demonstrate the following minimum skills of technical staff being recommended for this project: -</p> <ul style="list-style-type: none"> • Please attach certified advanced level certification for OEM of the infrastructure/devices to be offered (e.g., CCIE, CHE, CISSP, CCSP or equivalent); – 15 Points • Please attach certified professional level certification for OEM of the infrastructure/devices to be offered (e.g., CCDP, SSCP, MCITP, MCSA, MCSE or equivalent); – 10 Points • Please attach certified Entry/Associate Level certification for OEM of the infrastructure/devices to be offered (e.g., CCNA, CCT, MTA, Network+, Security+ or equivalent); – 5 Points 			

No.	Technical Evaluation	Mark Allocation	Compliance Y/N	Bidder reference page
	<p>NB: Provide all three (3) Certificates levels to score 15+10+5= 30 points.</p> <p>b) Please provide post certification experience working on projects of a similar nature, scope, size and scale in planning, installation, configuration and supporting of MPLS/SD-WAN/VPN/WAN and ISP Services.</p> <ul style="list-style-type: none"> • 5 years or more post certification experience (for professional and advanced level) provided – 5 Points <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> • <i>Less than 5 years' post certification experience (for all levels) provided - 2 Points</i> <p>NB: Submit the certified copies (Not older than 3 months) of certificate to claim points, and CVs with at least 3 contactable references</p>			
3	Project Manager	20		

No.	Technical Evaluation	Mark Allocation	Compliance Y/N	Bidder reference page		
	<p>The bidder is required to provide the detailed Curriculum Vitae of the Project Manager(s) who will be assigned to the project who has acquired the following certification and skills:</p> <ul style="list-style-type: none">- Post Certification Experience in the management of projects of a similar nature, scope, size and scale in planning, installation, configuration and supporting of SD-WAN technology and ISP Services. <p>Note:</p> <p>1) PM Certificates must be provided with the Project Managers' CV to be awarded points for this evaluation criteria, in addition to</p> <p>2) Relevant experience, which can be verified.</p> <table><tr><td><ul style="list-style-type: none">• 5+ Years' similar experience plus Certificate</td><td>20 Points</td></tr></table>	<ul style="list-style-type: none">• 5+ Years' similar experience plus Certificate	20 Points			
<ul style="list-style-type: none">• 5+ Years' similar experience plus Certificate	20 Points					

No.	Technical Evaluation			Mark Allocation	Compliance Y/N	Bidder reference page
		OR				
		<ul style="list-style-type: none">3<5 Years' experience plus Certificate	15 Points			
		OR				
		<ul style="list-style-type: none">Less than 3 Years' experience plus Certificate	5 Points			
		NB: Submit the certified copies (Not older than 3 months) of certificate to claim points, and CVs with at least 3 contactable references				
4	Experience and Track Record (Company)			15		

No.	Technical Evaluation	Mark Allocation	Compliance Y/N	Bidder reference page
	<p>To prove experience and understanding of the scope, size, and scale of this project for SD-WAN/VPN/WAN and Internet Service Provider (ISP) Services, the bidder is required to provide a minimum of three (3) detailed case studies of same/ similar projects successfully implemented to claim maximum points.</p> <p>- Requirements fully met: - 15 Points</p> <p>Has successfully implemented all services of the same, size and scale and has adequately experience in SD WAN technology and ISP Services contained in three (3) separate reference letters outlining the scope of services implemented from the client with contactable details to fully meet verification requirements.</p> <p>OR</p>			

No.	Technical Evaluation	Mark Allocation	Compliance Y/N	Bidder reference page
	<p>- Requirements partially met: - 10 Points</p> <p>Has not implemented projects on same size and scale comprising of all the elements of SD WAN technology and ISP services contained in two (2) /or less case studies presented to prove partial reference verification.</p> <p>NB: Where there is a JV, partners can submit case studies for the work done individually and JV will score based on the sum.</p>			
5	<p>Project Methodology</p> <p>To be considered.</p> <ul style="list-style-type: none"> • Alignment to the scope of work and deliverables. • Resource Allocation (finance and Personnel) 	15		

No.	Technical Evaluation	Mark Allocation	Compliance Y/N	Bidder reference page
	<ul style="list-style-type: none"> • Cost breakdown • Timeline and implementation phases. • Duration • Approach <p>Provide the overview of the project management methodology to be used and the phases included in the methodology in line with the delivery of this project.</p> <p>Methodology provided – 5 Points</p> <p>Detailed Project Plan on how these systems will be implemented. A detailed project implementation plan (including but not limited to Gantt Charts, Work Breakdown Structure (WBS), Resource Allocation, Timelines and Critical Path) with respect to operational readiness.</p>			

No.	Technical Evaluation	Mark Allocation	Compliance Y/N	Bidder reference page
	(i) Very Good – 10 Points OR (ii) Good – 5 Points OR (iii) Average – 3 Points OR (iv) Poor – 2 Points			
	Total Points	100		

VERY IMPORTANT: Technical documents must be arranged in sequence of the above criteria in a pack with clearly marked sections according to the headings listed above.

11. PRICE & PREFERENCE

Only bidders who have scored a minimum of 70 points under functionality will be evaluated for price and preference.

The bid will be evaluated in terms of the 80/20 preference system, where 80 points will be for price and 20 points will be BBEE

12. TECHNICAL CHEKLIST

11.1 FAILURE TO SUBMIT THE DOCUMENTS LISTED UNDER THIS SECTION WILL LEAD TO DISQUALIFICATION

- 12.1.1 A minimum of two (2) contactable Client reference letters, duly signed by authorised signatory and dated.
- 12.1.2 Letter in a company/joint venture's letterhead, confirming existence of the NOC, duly signed by authorised signatory and dated.
- 12.1.3 Letter of undertaking on company/joint venture's letterhead confirming bidder's support centres, duly signed by authorised signatory and dated.
- 12.1.4 Letter of undertaking of back-to-back SLA with OEM on company/joint venture's letterhead, duly signed by authorised signatory and dated.
- 12.1.5 A valid and certified ICASA Certificate (ECS/ECNS Licenses).

11.2 FAILURE TO SUBMIT THE DOCUMENTS LISTED UNDER THIS SECTION WILL LEAD TO POINTS NOT BE SCORED/ALLOCATED

- 11.2.1 Valid Firewall Security OEM certifications (personnel)
- 11.2.2 Detailed (Current support role, Experience track record, technical certifications) Curriculum Vitae (CV) of key technical staff (Certified Certificates must be provided)
- 11.2.3 Detailed (Current support role, Experience track record, Certified PM Certificate) Curriculum Vitae of the Project Manager.
- 11.2.4 A minimum of three (3) detailed case studies
- 11.2.5 Detailed Project Plan and an overview of the project management methodology.

13. RETURNABLE SCHEDULES & DOCUMENTS

A. CENTRAL SUPPLIER DATABASE REGISTRATION SUMMARY

PLEASE ATTACH THE CSD REGISTRATION SUMMARY NOT OLDER THAN 1 MONTH

B. SARS TAX COMPLIANCE PIN

C. BROAD-BASED BLACK ECONOMIC EMPOWERMENT

PLEASE ATTACH THE COMPANY'S ORIGINAL OR CERTIFIED BBBEE CERTIFICATE

FAILURE THE REQUIRED CERTIFICAT WILL NOT LEAD TO DISQUALIFICATION, PREFERENCE POINTS WILL NOT BE AWARDED

D. MUNICIPAL ACCOUNTS OF THE COMPANY

PLEASE ATTACH THE MUNICIPAL ACCOUNT / LEASE AGREEMENT / PROOF OF RESIDENCE FROM TRIBAL AUTHORITY (whichever is applicable)

- The account must not be, older than one month prior to the closing date of this tender and owing for more than 90 days
- Please proof of residence or letter from tribal authority will not be accepted in an area where the municipality issues accounts
- Unsigned and expired lease agreement will not be accepted
- Where the company and the director share the same premises, an explanatory letter must be submitted
- A municipal clearance account must indicate the age analysis of the account and all outstanding amount(s)

E. MUNICIPAL ACCOUNT(S) OF COMPANY DIRECTORS

PLEASE ATTACH THE MUNICIPAL ACCOUNT / LEASE AGREEMENT / PROOF OF RESIDENCE FROM TRIBAL AUTHORITY (whichever is applicable)

- The account must not be, older than one month prior to the closing date of this tender and owing for more than 90 days
- Municipal accounts for ALL the directors listed on the company must be submitted
- Please proof of residence or letter from tribal authority will not be accepted in an area where the municipality issues accounts
- Unsigned and expired lease agreement will not be accepted
- Where the company and the director share the same premises, an explanatory letter must be submitted
- A municipal clearance account must indicate the age analysis of the account and all outstanding amount(s)

F. AUTHORITY TO SIGN A BID

1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

1.1 I, _____, the undersigned, hereby confirm that I am the sole owner of the business trading as _____

OR

1.2 I, _____, the undersigned, hereby confirm that I am submitting this tender in my capacity as a natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

2. COMPANIES AND CLOSE CORPORATIONS

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

2.2. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, **a resolution by its members**, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

**PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE
COMPANY/MEMBERS OF THE CC**

Date Resolution was taken	
Resolution signed by (name and surname)	
Capacity	
Name and surname of delegated Authorised Signatory	
Capacity	
Specimen Signature	

Full name and surname of ALL Director(s) / Member (s)

Full name and surname of ALL Director(s) / Member(s)			
1		6	
2		7	
3		8	
4		9	
5		10	
Is a CERTIFIED COPY of the resolution attached?		YES	NO
SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2	

3. PARTNERSHIP

We, undersigned partners in the business trading as:

hereby authorize Mr. / Ms.

to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and / or any contract for and on behalf of the abovementioned partnership.

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

Full name and surname of partner (s)			
1		6	
2		7	
3		8	
4		9	
5		10	
Is a CERTIFIED COPY of the resolution attached?		YES	NO

SIGNED ON BEHALF OF PARTNERSHIP		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2	

4. **CONSORTIUM**

We, the undersigned consortium partners, hereby authorize

(name of entity) to act as lead consortium partner and further authorize
Mr. / Ms _____ to
sign this offer as well as any contract resulting from this tender and any
other documents and correspondence in connection with this tender and
/ or any contract for and on behalf of the consortium

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

Full name of partner			Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

G. MBD 3.1 PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of Bidder..... Bid Number.....

Closing Time Closing Date

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
PLEASE USE THE ANNEXED PRICING SCHEDULE (ANNEXURE O)			

- 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

- Delivery basis

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

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment

insurance fund contributions and skills development levies.

*Delete if not applicable

H MBD 4 DECLARATION OF INTEREST

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

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

3.2. Identity Number:

3.3. Position occupied in the Company (director, trustee, shareholder²):.....

.....

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.

Section 3.9.1: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

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

* Insert separate page if necessary

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.

Section 3.13.1: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

☐ a member of any municipal council
☐ a member of any provincial legislature
☐ a member of the National Assembly or the National Council of Province
☐ a member of the board of directors of any municipal entity
☐ an official of any municipality or municipal entity

☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
☐ a member of an accounting authority of any national or provincial public entity
☐ an employee of Parliament or a provincial legislature

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

* Insert separate page if necessary

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

I. MBD 6.1 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).
- a) The applicable preference point system for this tender is the 90/10 preference point system.
 - b) The applicable preference point system for this tender is the 80/20 preference point system.
 - c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.
- 1.3.1 The bid conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, to be attained.
- 1.3.2 Bids for *income-generating contracts* points will be allocated in terms of the following goals:

Goals	80/20	90/10
Locality	10	05
B-BBEE Status Level Contributor	10	05

- 1.3.3 Bids for *acquisition of goods and/or services*, a maximum of 20 or 10 points must be allocated for specific goals. The specific goals are as follows:

Goals	80/20	90/10
Locality	10	05
B-BBEE Status Level Contributor	10	05

- 1.3.4 For B-BBEE points the below table shall apply:

B-BBEE Status Level of Contributor	Number of points (80/20 system)	Number of points (90/10 system)
1	10	05
2	09	4.5
3	07	3.5
4	06	03
5	04	02
6	03	1.5
7	02	01
8	01	0.5
Non-compliant contributor	00	0.0

- 1.3.5 Bidder must submit proof of B-BBEE status level contributor certificate.

- 1.3.6 B-BBEE status level contributor certificate must be issued by SANAS or authorised person(s) or authorised body.

- 1.3.7 B-BBEE status level contributor certificate must be original or certified.
- 1.3.8 Other than the B-BBEE Status Level of Contributor certificate, the bidder must submit the original B-BBEE sworn affidavit.
- 1.3.9 Bidder failing to submit proof of B-BBEE status level of contributor or original sworn B-BBEE affidavit shall claim zero points for B-BBEE points.
- 1.3.10 Locality points shall be allocated as follows:

Locality	Number of Points for Locality 80/20	Number of Points for Locality 90/10
Within boundaries of Gamagara Local Municipality	10	05
Outside boundaries Gamagara Local Municipality, but within the boundaries of Northern Cape Province	05	2.5
Outside boundaries of the Northern Cape	0.00	0.00

- a. When the municipality invites and evaluates bids based on locality as a set preference goal, it must be stated as such on the invitation.
 - b. Locality shall be deemed as all bidders operating and stationed within the boundaries of Gamagara Local Municipality
 - c. Expanded term for locality shall be deemed for bidders operating and stationed outside of John Taolo Gaetsewe District but with the Northern Cape Province.
 - d. Bidders shall provide proof of locality by submitting one or more of the following:
 - i. Municipal Account in the bidder's name.
 - ii. Proof of residence in the bidder's name.
 - iii. Bank statement with the bidder's address.
 - iv. Lease agreement indicating a local address, where the lessee is the bidder.
 - e. The bidder must submit proof of locality to claim points for locality.
 - f. Bidder failing to provide the proof of locality, shall claim zero points for locality.
- 1.4 **To be completed by the organ of state:**
- The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
LOCALITY	10
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and SPECIFIC GOALS	100

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (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)
LOCALITY		10		
B-BBEE STATUS LEVEL OF CONTRIBUTOR		10		

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:

J. MBD 7.2 CONTRACT FORM – RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (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 services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
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 fulfillment 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

.

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

K. MBD 8 – 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	<p>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?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>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.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <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

L. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).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
- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 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

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.

M. CERTIFICATE FOR PAYMENT OF MUNICIPAL RATES & SERVICES

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003)

I, _____,
(full names) (ID no.),

Hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Gamagara Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of:

(Name of the firm)

and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct.

The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER / COMPANY	MUNICIPAL ACCOUNT NUMBER

FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:

Director / Shareholder / Partner	Physical address of the Dir	Municipal Account number(s)

NB:

- a) Please attach certified copy (ies) of ID document (s)
- b) Copies of municipal account(s) not owing more than 90 days for the company **and** all its directors must be attached. **If any of the municipal accounts are outstanding for more than days, the bidder will be disqualified from further evaluation.**
- c) Where the bidding company or any of its directors are residing in a tribal authority, then a proof of residence from the tribal authority must be attached.
- d) If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender
- e) In case of a joint venture, all bidding companies must submit the above-mentioned.

Signature	Position	Date

N. GENERAL CONDITIONS OF CONTRACT (GCC)

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

- 1.13. 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.
- 1.14. "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.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

- 1.27. "Tort" means in breach of contract.
- 1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity 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 supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all

copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

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

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

7. Performance security

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

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

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

7.3.1. 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

7.3.2. a cashier's or certified cheque

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

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 inspections tests and analysis, the bidder or contractor's premises 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 clauses 8.2 and 8.3 show the goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

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

shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

10. Delivery

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

11. Insurance

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

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

13. Incidental

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
 - 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - 13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - 14.1.1. Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
 - 14.1.2. in the event of termination of production of the spare parts:
 - 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - 14.1.2.2. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

16. Payment

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

17. Prices

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

18. Variation orders

In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable 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. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the

delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - 23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or

- 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days, the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 23.6.2. the date of commencement of the restriction
 - 23.6.3. the period of restriction; and
 - 23.6.4. the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters.

When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will

not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Notwithstanding any reference to mediation and/or court proceedings herein,
- 27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability

- 28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- 28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- 28.1.2. The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

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

33. Transfer of contracts

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

34. Amendment of contracts

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.

35. Prohibition of restrictive practices.

- 35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

- 35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

O. PRICING SCHEDULE

Please attach the pricing schedule here

P. CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

	YES	NO
Central Supplier Database Registration Summary Report		
SARS Tax Compliance Pin		
BBBEE Certificate		
Authority to Sign a Bid Is the form duly completed and is a certified copy of the resolution attached?		
MBD 3.1 (firm Prices) Is the form duly completed and signed		
MBD 4 (Declaration of Interest) Is the form duly completed and signed?		
MBD 6.1 (Preference Points claim form for purchases/services) <ul style="list-style-type: none"> Is the form duly completed and signed? 		
<ul style="list-style-type: none"> Is a CERTIFIED copy of the B-BBEE Certificate or the original B-BBEE Certificate or Sworn affidavit attached? 		
MBD 7.1 (Contract form – Goods) Is the form duly completed and signed?		
MBD 8 (Declaration of Past Supply Chain Practices) Is the form duly completed and signed?		

MBD 9 (Certificate of independent Bid determination)		
Certificate of Payment of Municipal Accounts <ul style="list-style-type: none"> Is the form duly completed and signed? 		
<ul style="list-style-type: none"> Are there Identity numbers, residential addresses and municipal account numbers of the company and ALL member, Partners, directors, etc. provided on the form as requested? 		

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			