

THE MSUNDUZI MUNICIPALITY



SENIOR MANAGER: SUPPLY CHAIN MANAGEMENT
Mrs D.N. Gambu

333 Church Street, Private Bag X205,
Pietermaritzburg, 3200
Tel: 033-392 2472, Fax: 033-392 2532

CONTRACT No. SCM 1 OF 25/26

MAINTENANCE AND SUPPORT OF THE EXISTING ENTERPRISE VMWARE SERVERS, STORAGE AND BACKUP HARDWARE INFRASTRUCTURE AND THE SUPPLY, INSTALLATION, UPGRADING AND COMMISSIONING OF NEW SOFTWARE AND HARDWARE AND ANNUAL LICENCE RENEWALS

Tenderer's Name:																					
Postal Address:																					
																Postal Code					
Tel. No.												Cell. No.									
Contact Person:																					
E Mail Address:																					
CSD NUMBER : MAAA										TAX REF. NUMBER											

Sealed tenders containing the original hand written priced tender document and a digital copy of the same on a CD/USB Flash Drive and endorsed on the envelope with the “**CONTRACT No.**” and “**CONTRACT DESCRIPTION**”, must be placed in the Tender Box located at the Central Stores, 2 Abattoir Road, (Off Kershaw Road), Pietermaritzburg, 3201 not later than **12h00 on Thursday, 14 August 2025**, when they will be publicly opened. Only tenders placed in the Tender Box shall be accepted. Under no circumstances whatsoever will any extension of time be allowed for submission of tenders.

THE MSUNDUZI MUNICIPALITY

TENDER SUBMISSION CHECKLIST

The Checklist below is attached hereto to assist Tenderers with the completion of the tender document. Tenderers are required to **TICK** the relevant boxes for verification purposes. Where information is not applicable to the tender, the symbols **N/A** must be inserted in the space provided.

It must be noted that the Council shall not be held liable for any loss or damage incurred to the Tenderer should the Tenderer fail to fulfil the requirements of the Tender.

	Description	<u>Tenderer to Tick (√)</u>	<u>For Official Use Only</u>	
1	Has the Tender Document been completed in handwriting and all corrections counter-signed? (No correction fluid used)		D	
2	Has all tendered rates been priced in handwritten and corrections counter-signed? (No correction fluid used)		D	
3	Has all tendered amounts been arithmetically checked and the correct total amounts carried forward to the Summary Page and Tender Form?			
4	Has all information as required in terms of the Tender Document been submitted with the tender?		D	
5	Has the compulsory "Site Inspection/Tender Briefing" meeting been attended and has the "Site Inspection/Tender Briefing" Certificate been completed and signed at the meeting?		D	
6	Have all Declarations contained in the Tender Document been completed and signed by the Tenderer, and before a Commissioner of Oaths (if applicable)?		D	
7	Has the "Tender Form" been completed and signed?		D	
8	Is a valid ' Copy ' Tax Clearance Certificate and a Tax Clearance Status Verification Pin attached to the tender document?		D	
9	Has the CSD Supplier Number and Unique Registration Reference Number been submitted with the Tender Document?		D	

***** D: Failure to comply with these Sections will prejudice the tender.**

Name of Tenderer : _____

Signature : _____

Date : _____

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STORAGE AND BACKUP HARDWARE INFRASTRUCTURE AND THE SUPPLY, INSTALLATION,
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LICENCE RENEWALS**

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PLEASE NOTE:

- 14.1 Tenderers are advised to check the number of pages and should any be missing or duplicated, or the reproduction thereof indistinct, or any descriptions ambiguous, or if this document contains any obvious errors they shall inform the Senior Manager: Supply Chain Management or the Engineer at once and have same rectified. No liability whatsoever will be incurred by the Council in respect of errors in any tender due to the Tenderer's failure to observe this requirement.
- 14.2 The Tender Notice appeared in The Witness newspaper, Msunduzi Municipality website and eTender Publication Portal on **14 July 2025**. The tender closes at **12h00 on 14 August 2025**, at the Central Stores, 2 Abattoir Road, (Off Kershaw Road), Pietermaritzburg, 3201

THE MSUNDUZI MUNICIPALITY

TENDER NOTICE

CONTRACT No. SCM 1 OF 25/26

**MAINTENANCE AND SUPPORT OF THE EXISTING ENTERPRISE VMWARE SERVERS,
STORAGE AND BACKUP HARDWARE INFRASTRUCTURE AND THE SUPPLY, INSTALLATION,
UPGRADING AND COMMISSIONING OF NEW SOFTWARE AND HARDWARE AND ANNUAL
LICENCE RENEWALS**

The Msunduzi Municipality hereby invites tenders from suitably qualified and experienced Tenderers for the above works.

Tender documents will be made available to tenderers from **12h00 on 15 July 2025**. Tender documents can be downloaded and printed at the Tenderer's cost from the National Treasury e-Tender Publication Portal on **www.etenders.gov.za**.

Printed copies of the tender documents shall also be available from the Supply Chain Management Unit Offices, 5th Floor, A S Chetty Centre, 333 Church Street, Pietermaritzburg, 3201, as from the abovementioned date and time, at a non-refundable tender deposit fee of **R1 327.86 (including VAT)** for each document drawn. Only cash or EFT payments will be accepted.

For any technical related enquiries regarding the Specifications, Tenderers must contact Sibusiso Ndlela (ICT Business Unit) on either Tel. No. 033-392 229 3 or e-mail: sibusiso.ndlela@msunduzi.gov.za.

For any procurement related enquiries, Tenderers must contact Vinesh Govender (Supply Chain Management Sub-Unit) on Telephone No. 033 – 392 2027 or e-mail address vinesh.govender@msunduzi.gov.za.

A **compulsory Tender Briefing Meeting** will be held at 10h00 on Wednesday, 30 July 2025, in Auditorium No. 1, 1st Floor, Bessie Head Library, 260 Church Street, Pietermaritzburg, 3201. An official will chair the meeting and answer queries raised by prospective Tenderers. Any amendment to the tender documentation arising from such answers will be circulated in terms of the meeting's attendance register.

Sealed tenders containing the original hand written priced tender document and a digital copy of the same on a CD/USB Flash Drive and endorsed on the envelope with the “**CONTRACT No.**” and “**CONTRACT DESCRIPTION**”, must be placed in the Tender Box located at the Central Stores, 2 Abattoir Road, (Off Kershaw Road), Pietermaritzburg, 3201, (Co-ordinates: -29.6126297,30.3610014) not later than **12h00, Thursday, 14 August 2025**, when they will be publicly opened. Only tenders placed in the Tender Box shall be accepted. Under no circumstances whatsoever will any extension of time be allowed for submission of tenders

Tender Validity Period: Four (4) months commencing from the closing date of tender.

Tender Evaluation & Adjudication Criteria: The tender shall be evaluated on a Two Stage Evaluation System, Stage One Functionality and Stage Two 80/20 Preference Point System.

Adjudication criteria will be as per the tender document, the allocation of points will be in line with specific goals as prescribed in terms of the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, Act No. 5 of 2000, including Chapter 4 of the Public Procurement Act No. 28 of 2024.

The Functionality for Stage One shall be evaluated on the following criteria:

No.	Criteria	Max Points Awarded
1	No. Of Projects Undertaken For Maintenance And Support Of Server Infrastructure VMWARE, Veeam, HPE Storage Maintenance And Support.	10
2	No. Of Projects Undertaken For The Supply, Installation, Commissioning Of VMWARE, Veeam, HPE Storage.	10
3	Partnership Level Tier with Agents:-	
	HP OEM Partnership Level	10
	VMWARE Partnership Level	10
	Veeam Partnership Level	10
	Microsoft Partnership Level	10
4	Engineer/S Skills, Specializing Certifications And Relevant Experience:-	
	HP MASE (Master Accredited Solutions Expert)	10
	VMWARE VCP Certification	10
	Veeam Enterprise Certification	10
	Microsoft 365 Certified: Exchange Online Support Engineer	10
	Microsoft 36 Certified: Administrator Expert	10
5	DBA Administrator/s Skills, Certification And Relevant Experience	10
Total Points Awarded		120
Threshold		90 Points or 75%

The allocation of Preference Points will be according to the following Specific Goals:

Specific goals	Description	Max Points Awarded
BOE	≥ 51% Black Owned Enterprise or 51% management Control by South African Black People.	10
WOE	≥ 51% Woman Owned Enterprise and Controlled by one or more woman or 51% Management control by one or more woman.	5
Locality	Business Situated Within the Msunduzi Municipality's Area of Jurisdiction	5
Total Preference Points		20

The Msunduzi Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender. Each tenderer will be informed of the tender result.

The Msunduzi Municipality expects businesses within the Pietermaritzburg and Midlands Region to support its contract and BEE/SMME initiatives.

MRS. N M NGCOBO (ACTING CITY MANAGER)

THE MSUNDUZI MUNICIPALITY
STANDARD CONDITIONS OF TENDER

1. DOCUMENTS

This document comprises of the Standard Conditions of Tender, Standard Conditions of Contract, Special Conditions of Contract (if any), Legislation, Definitions, Specifications, Pricing Schedule, Tender Form, Drawings (if any), Data Sheets and Annexures thereto.

2. COMPULSORY TENDER BRIEFING MEETING

Where in the tender document reference is made to a compulsory Site Inspection/Tender Briefing Meeting, Service Providers shall be required to attend the meeting prompt on the date and time mentioned in the tender document. Service Providers are to ensure that they complete and sign the Attendance Register circulated at the meeting. Service Providers shall also be required to complete and sign the Site Inspection/Tender Briefing Meeting Certificate attached hereto prior to the commencement of the meeting, and to also ensure that the Site Inspection/Tender Briefing Certificate is duly signed by the authorised official at the end of the meeting.

Only one representative per Company or Consortium will be allowed to attend the above meeting. No person will be allowed to represent more than one Company at the meeting.

An official will Chair the meeting and answer queries raised by prospective Service Providers. Any amendment to the tender documentation arising from such answers will be circulated in terms of the meeting's attendance register.

Tenders will not be considered from Service Providers who do not attend the meeting and whose Site Inspection/Tender Briefing Certificate had not been signed by the authorised official.

3. SUBMISSION OF TENDERS

Tenders must be made out on the Tender Form annexed hereto. Tenderers are advised that this document must be completed in ink and submitted in its entirety. Failure to comply with this condition shall result in the tender being disqualified.

Only original hand written priced tender documents will be considered. Tenders submitted by electronic mail, telex or facsimile shall not be considered. ***The use of correction fluid is strictly prohibited.*** All corrections are to be countersigned.

Tenderers using Courier Companies or any other mode of transport to deliver their tender documents must ensure that the tender documents are delivered to the Central Stores, 2 Abattoir Road, (Off Kershaw Road), Pietermaritzburg, 3201, and placed in the Tender Box situated in the Foyer, Ground Floor by the close of tenders.

The Council shall not be held liable for any tender document which is not timeously delivered, mislaid or incorrectly delivered due to the negligence of the Courier Company or any other party involved in the delivery of the tender documents, including any employee of the Council.

Sealed tenders endorsed with the appropriate Contract No. and Contract Title, must reach the Central Stores, 2 Abattoir Road, (Off Kershaw Road), Pietermaritzburg, 3201 not later than the closing date and time stated in the public advertisement inviting tenders, when they will be opened in public.

Under no circumstances will any extension of time be allowed for the submission of tenders. Tenders shall remain valid for four (4) calendar months from the date of opening, except for the initial five (5) working days grace period after the close of tenders within which period a tenderer may be permitted to withdraw its tender subject to an application with good and sufficient reasons being submitted in writing to obtain approval of such withdrawal, at the sole discretion of the Senior Manager: Supply Chain Management.

All literature submitted must be securely attached to the tender. The Council shall not be held liable for any loss or damages sustained due to the Tenderer's failure to comply with this condition.

In the case of a Tenderer withdrawing its tender after the expiry of the grace period, the Council may refuse to receive or consider, for such period as it may think fit, any further tenders from that Tenderer.

4. COMMUNICATION WITH MEMBERS OF THE COUNCIL OR COUNCIL EMPLOYEES

Without detracting from any prevailing law, no Tenderer shall offer, promise or give any person or persons connected with the adjudication, or awarding of the tender, any gratuity, bonus, discount or consideration of any kind in connection with the obtaining of a contract. Nor shall any Tenderer communicate with any member of the Council or a Council employee on a question affecting the awarding of a contract which is the subject of a tender, during the period between the closing date of tenders and the date of notification of the successful Tenderer; provided always that the Senior Manager: Supply Chain Management may, in exceptional circumstances, obtain additional information from a Tenderer to enable her to formulate her recommendation to Council.

Any attempt to contravene this condition which is brought to the notice of the Senior Manager: Supply Chain Management shall result in the disqualification of the Tenderer.

Prospective Tenderers are further advised that s118 of the Municipal Finance Management Act prohibits the interference, by any person, with the supply chain management system of the Municipality and the amendment of or tampering with any tender, quotation, contract or bid after its submission.

5. IMPORT PERMITS

The Council will not undertake to secure any import permits or currency for the import of any goods or materials required for the execution of this contract. The Tenderer must apply directly for any import permits or currency needed. However, the Council will furnish the successful Tenderer with a supporting statement, if required.

6. REGISTRATION WITH THE CENTRAL SUPPLIER DATABASE (CSD)

The National Treasury's Central Supplier Database (CSD) has been open for registration from 01 September 2015. The CSD serves as one single source of supplier information to all spheres of government.

Within this system, suppliers are required to register once when they do business with the state. This will significantly reduce the administrative burden for businesses, especially small and medium sized enterprises.

The database interfaces with the South African Revenue Service (SARS), the Companies and Intellectual Property Commission (CIPC) and the payroll system. It will electronically verify a supplier's tax and B-BBEE status and enable public sector officials doing business with the state to be identified.

All prospective suppliers can register any time on the CSD website www.csd.gov.za. Prospective suppliers may also visit the Provincial Treasury Database office situated at Treasury House, Ground Floor, 145 Chief Albert Luthuli Road, Pietermaritzburg from 08h00 to 15h00, Mondays to Fridays, for any assistance with on-line registration on CSD.

For further information or enquiries, please contact 033 – 897 4516 / 033 – 897 4212 / 033 – 897 4624 / 033 – 897 4535 / 033 – 897 4676 / 033 – 897 4509 or Toll-Free at 0800 201 049 during office hours or via e-mail at database@kzntreasury.gov.za.

With effect from 01 July 2016, the Msunduzi Municipality will not award any tender to a supplier not registered as a prospective supplier on the CSD. Negotiations for the tender award will only be concluded with the qualify tenderer(s) who is/are registered on the CSD on or after 01 April 2016.

In order for Council to verify your Company's registration with CSD, please provide the following information for verification purposes:

CSD Supplier Number	
Unique Registration Reference Number	
CRS Number	

7. TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

Tenderers shall be required to submit, together with the tender document, a valid Tax Clearance Certificate and a Tax Compliance Status Verification Pin issued by SARS. Failure to submit a valid Tax Clearance Certificate and a Tax Compliance Status Verification Pin will result in the invalidation and disqualification of the tender.

Further to the above, Tenderers are to note that the Tax Clearance Certificate must be valid for the full duration of the tender validity period i.e. four (4) months commencing from the closing date of the tender.

Should the validity of the Tax Clearance Certificate expire prior to the final award of the contract being made, the Council reserves the right to request the Tenderer to submit a further valid Tax Clearance Certificate. In this instance, the Tenderer shall be given seven (7) working days written notice in which to comply. Should the Tenderer fail to comply with this request, the Council further reserves the right to make no award to the Tenderer and the Council shall not be held liable for any loss or damages sustained by the Tenderer.

If a tenderer has already submitted a Tax Clearance Certificate when registering on the Central Supplier Database (CSD), then there is no need to submit a hardcopy of another Tax Clearance Certificate provided that the Tax Clearance Certificate is still valid for the full duration of the validity period for this tender.

In this instance, the Tenderer will be required to indicate below the CSD Supplier Number and Unique Registration Reference Number for verification purposes:

Tax pin	
Tax reference number	

8. RATES

The prices, rates or percentages quoted in the proposal shall be deemed to include all costs, including but not limited to materials, plant, labour, patent rights and royalties, freight, insurance, customs, railage, delivery, etc, unless the Service Providers states otherwise in the proposal.

9. INCOMPLETE TENDERING

Tenders may be rejected if they show any additional, conditional or incomplete offers or irregularities of any kind in either the Tender Form or the Pricing Schedule, or if the prices tendered in the Schedule are not market related i.e. the tendered rates does not conform to current day prices.

Partial awards **may** be made where this is perceived by the Senior Manager: Supply Chain Management or the Engineer to be in the best interests of the Council. Council reserves the right to take into account the principle of the distribution of works in order to empower SMME's and BEE's.

Should there be any difference or discrepancy between the prices and particulars contained in the Tender Form and those contained in any covering letter submitted by the Tenderer, the prices and particulars contained in the Tender Form shall prevail.

10. ACCEPTANCE OF ANY TENDER

- 10.1 The Council does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender.
- 10.2 Where less than three (3) tenders are received, the Senior Manager: Supply Chain Management reserves the right to purchase such items on the open market notwithstanding the acceptance of an offer.
- 10.3 The procedure/s which shall be followed with the acceptance of a tender are as follows:
 - 10.3.1 Where in the tender document, Service Providers are required to submit Works Insurance, Sureties, Public Liability Insurance or any other provisional criteria, a letter of Provisional Acceptance will be sent to the successful Service Provider/s stipulating which amount or rate/s have been accepted and the requirements for the final award.
 - 10.3.2 In this instance, the Service Provider/s shall be required to satisfy the requirements of the Provisional Letter of Acceptance within fourteen (14) days from date of issue of the Provisional Letter of Acceptance.
 - 10.3.3 Should the Service Provider/s, fail to comply with the requirements of such provisional acceptance within the period specified in same or any variation thereto, and the Council elects not to confirm the provisional acceptance of the tender on that ground, the Council may refuse to receive or consider for such period as it may think fit, any further tenders from that/those Service Providers.

- 10.3.4 Once the requirements of the Provisional Letter of Acceptance have been satisfied, a Final Letter of Acceptance will be sent by the Senior Manager: Supply Chain Management to the successful Service Provider/s notifying the Service Provider/s of Council's intent to make an award of the contract.
- 10.3.5 Prior to the undertaking of any works, the successful Service Provider/s shall be required to enter into a Service Level Agreement (SLA) with the Council to address any post award qualification requirements as per the tender document.
- 10.3.6 Once the SLA has been concluded, the Tender, Provisional Letter of Acceptance, the Final Letter of Acceptance and the SLA, shall constitute a binding agreement between the Service Provider/s and the Council.
- 10.3.7 Should the Service Provider/s fail to enter into a contract when called upon to do so, then the Council may refuse to receive or consider for such period as it may think fit, any further tenders from that/those Service Provider/s.
- 10.4 Where no Insurances, Sureties or any other provisional criteria are required, a Final Letter of Acceptance stipulating which rate/s has been accepted will be sent by the Senior Manager: Supply Chain Management to the successful Service Provider/s notifying the Service Provider/s of Council's intent to make an award of the contract.
- 10.10 Prior to the undertaking of any works, the successful Service Provider/s shall be required to enter into a Service Level Agreement (SLA) with the Council to address any post award qualification requirements as per the tender document.
- 10.11 Once the SLA has been concluded, the Tender, the Final Letter of Acceptance and the SLA, shall constitute a binding agreement between the Service Provider/s and the Council.
- 10.12 Should the Service Provider/s fail to enter into a contract when called upon to do so, then the Council may refuse to receive or consider for such period as it may think fit, any further tenders from that/those Service Provider/s.

Unless otherwise stipulated in the covering letter submitted with the tender, the Service Provider shall have waived, renounced and abandoned any conditions printed or written upon any stationery used for the purpose of, or in connection with, the submission of the tender which are in conflict with the Council's Conditions of Tender and the Standard Conditions of Contract. The Service Provider is warned that any material divergence from the official conditions or specification may render the tender liable to disqualification.

11. DOMICILIUM CITANDI ET EXECUTANDI

For the purpose of the service of all documents and the giving of notice as may be required in terms of this contract, or as a result of any action arising in conjunction with it, the Council chooses City Hall, 169 Chief Albert Luthuli Street (formerly Commercial Road), Pietermaritzburg as its *domicilium citandi et executandi*.

The Tenderer's *domicilium citandi et executandi* shall be whatever street address is given in the Tender Form attached hereto.

Either party may, at any time, give one (1) month notice, in writing, of a change of its *domicilium citandi et executandi* provided that such address shall be within the Republic of South Africa.

12. DATA SHEETS

Service Providers must complete the following Data Sheets, **Declarations of interest, Authority to sign, Pricing Schedule, Declaration of Bidders Past Supply Chain Management Practices, Certificate of Independent Bid Determination and the Tender Form** and any other applicable data sheets attached hereto in their entirety for adjudication purposes.

Where Data Sheets and/or any other documentation as contained herein are required to be commissioned, such Data Sheets and/or documentation must be stamped and signed by a Commissioner of Oaths (where applicable).

Failure to comply with these provisions will render the offer unresponsive (invalid).

13. PROHIBITION ON AWARDS TO PERSONS IN THE SERVICE OF THE STATE

The Supply Chain Management Regulations states that the Council may not make any award to a person:

- (a) Who is in the service of the state;
- (b) If that person is not a natural person, of which and director, manager, principal shareholder or stakeholder is a person in the service of the state; or
- (c) Who is an advisor or consultant contracted with the municipality or municipal entity.

14. MUNICIPAL FEES

All Tenderers are to sign the Declaration herein declaring that their Municipal Fees are in order, or that proper arrangements have been made with the Council. Tenderers must include the relevant account numbers in the declaration.

15. APPEALS AND/OR OBJECTIONS

Any Tenderer aggrieved by decisions or actions taken by the Municipality may lodge within fourteen (14) calendar days of the date of the decision or action, a written objection or complaint to the City Manager / Senior Manager: Supply Chain Management. In the event that an appeal and/or objection is lodged, the following procedure shall apply:

The Tenderer shall be required to pay an appeal/objection fee in the amount of **zero point five percent (0.5%) of the total contract sum, including VAT or R2 000.00, whichever is the greater to a maximum value of R20 000.00.**

The fee is to be paid in cash or by bank guarantee cheque on or before the expiration of the above period and proof of such payment is to be submitted together with the letter of appeal/objection to the City Manager / Senior Manager: Supply Chain Management. No appeal/objection will be entertained should the afore-mentioned condition not be adhered to and the Municipality shall not be held liable for any loss or damage sustained by the Tenderer due to the Tenderer's failure to adhere to the above condition.

16. PREFERENCE POINTS CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

Tenderers claiming preference points shall be required complete Annexure "C" hereto in its entirety and to fully comply with the General Conditions, Definitions and Directives stated therein.

Failure to do so shall result in no preference points being awarded to the tenderer and the Council shall not be held liable for any loss or damages in this regard.

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, 2022, Preference points must be awarded for specific goals stated in the tender.

Tenderers are required to submit, together with the tender document, proof or documentation required in terms of this tender to claim points for specific goals with the bid, will be interpreted to mean that preference points for specific goals are not claimed.

17. JOINT VENTURE AGREEMENTS AND CONSORTIUMS

Service Providers intending to tender in the form of Joint Ventures/Consortiums **must submit** the following documentation together with the tender:

- 1) Valid Tax Clearance Certificates or a Tax Compliance Status Verification Pins issued by SARS of all parties of the Joint Venture/Consortium;
- 2) CSD Reports of all parties of the Joint Venture/Consortium
- 3) All parties of the Joint Venture/Consortium must submit **individually signed copies** of:
 - a) The Declaration of Interest Form;
 - b) The Declaration of Bidder's Past Supply Chain Management Practices Form, and
 - c) The Certificate of Independent Bid Determination Form.
- 4) An undertaking duly signed by all parties of the Joint Venture/Consortium indicating their intention to enter into an agreement for the purposes of this contract.

Further to the above, the name of the Joint Venture/Consortium must appear on the relevant pages of the document. Failure to comply with these requirements shall lead to disqualification.

18. COMBATIVE TENDERING

The Supply Chain Management Regulations states that Combative tendering practices are unethical and illegal. These include but are not limited to:

- (a) Suggestions to fictitious lower quotations;
- (b) Reference to non-existent competition;
- (c) Exploiting errors in tenders;
- (d) Soliciting tenders from Tenderers whose names appear on the list of restricted tenderers/suppliers/persons, and
- (e) Submission of two tenders by a Tenderer.

Any attempt by a Tenderer to contravene this condition which is brought to the notice of the Municipal Manager or the Senior Manager: Supply Chain Management shall result in the disqualification of the tender. The Council further reserves the right to take any other action as it may deem necessary.

19. ADJUDICATION CRITERIA

The tender shall be evaluated in accordance with the Evaluation Criteria as outlined in the Specifications contained herein.

20. ALTERATIONS BY TENDERER

If a tenderer wishes to submit alternative proposals for consideration or wishes to change the Conditions of Contract, Specifications, Quantities or Drawings, or to qualify the tender in any way, such changes and/or proposals are to be listed in Annexure A hereto, failing which the tender will be deemed to be unqualified. It must be clearly understood that the Council will be under no obligation to accept any such qualification.

21.0 OCCUPATIONAL HEALTH AND SAFETY ACT

The attached Annexure "B" hereto must be completed thereby indemnifying the Msunduzi Municipality of any claims which may arise in terms of the Occupational Health and Safety Act (Act 85 of 1993), as amended.

THE MSUNDUZI MUNICIPALITY

STANDARD CONDITIONS OF CONTRACT

1. DEFINITIONS AND INTERPRETATIONS

The following definitions shall apply:-

"Council" means the Msunduzi Municipality.

"Engineer" means the Senior Manager of the day of the Msunduzi Municipality or the said Manager's duly appointed Representative.

"Senior Manager: Supply Chain Management" means the Senior Manager: Supply Chain Management of the day of the Msunduzi Municipality or the Senior Manager: Supply Chain Management's duly appointed Representative.

"Contractor" means the person, firm or company whose tender has been accepted by the Msunduzi Municipality and includes the supplier's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Council, any assignee of the Supplier.

"Contract Document" means the Standard Conditions of Tender, Standard Conditions of Contract, Special Conditions (if any), Specifications, Schedule of Quantities/Equipment, Priced Schedule of Rates and Prices, Drawings (if any), Tender Form and Annexures thereto and the final Letter of Acceptance.

"Contract Price" means the sum named in the tender, subject to such additions thereto or deductions therefrom as may be made from time to time under the provisions hereinafter contained.

"Special Conditions" means any addition to or departure from or amendment of these Standard Conditions as set out in Annexure "A": Alterations by Tenderer hereof.

"Drawings" means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.

"Goods" means the equipment, plant, vehicles or materials to be supplied in accordance with the Contract.

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

"SARS" means the South African Revenue Services.

2. ASSIGNMENT AND SUBLETTING

Neither the Supplier nor the Council shall assign the contract or any part thereof or any benefit or interest therein or thereunder without the written consent of the other.

The Supplier shall not sub-let the whole or any part of this contract without the written consent of the Engineer and such consent, if given, shall not relieve the Supplier from any liability or obligation under the contract.

3. CONTRACT DOCUMENTS

The several documents forming the contract are to be taken as mutually explanatory of one another and in case of ambiguities or discrepancies, shall be referred to the Engineer for decision.

No claim for extras arising out of such obscurity or discrepancy will be considered unless such shall have been referred to the Engineer for decision prior to submission of the tender.

4. DAMAGE TO PERSONS AND PROPERTY

The Supplier shall indemnify the Council against all losses and claims for injuries or damage to any person or property whatsoever which may arise out of or in consequence of the manufacture, demonstration, supply, delivery and, where applicable, installation and commissioning of the goods and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

5. ACCIDENT OR INJURY TO WORKMEN

The Supplier shall indemnify the Council against any damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Supplier and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

The Supplier shall insure against such liability with an Insurer approved by the Council.

6. QUANTITY

The Council does not guarantee to purchase any specific quantity and orders will be placed for the goods as and when they are required. The tendered rates shall apply to all purchases. Should the Supplier wish to place any limit on the quantity to be supplied, this must be clearly stated in the tender.

7. DELIVERY

The Contract Price shall include for the delivery of goods to the site or sites detailed in the specification and shall include for off-loading and stacking where applicable.

The Supplier shall be responsible for all damages or breakages in transit until the goods have been accepted by the Engineer at the delivery site.

Immediately after forwarding any goods, an advice note shall be sent in duplicate to the Manager: Fire & Rescue Services, Private Bag X205, Pietermaritzburg, giving the size and mass of each article, where applicable, and the date of despatch.

8. QUALITY OF MATERIALS AND WORKMANSHIP AND TESTS

All materials and workmanship shall be of the respective kinds described in the contract and in accordance with the Engineer's instructions and shall be subjected to such tests, carried out by such persons, as the Engineer may direct at the place of manufacture or fabrication or at the delivery site or at all or any of such places.

The Supplier shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, mass or quantity of any materials used and shall supply samples of materials for testing as may be required by the Engineer.

The Supplier may be present at any tests which the Engineer decides to carry out.

9. SAMPLES

All samples shall be supplied by the Supplier at his/her own cost. All samples approved by the Engineer will be retained by him as standards for the duration of the contract.

The Council reserves the right to purchase any sample submitted at the tender price. Samples not so purchased will be recoverable by the Supplier at his/her expense.

10. REMOVAL OF IMPROPER GOODS

All goods delivered to the delivery site will be inspected by the Engineer and should any be delivered which, in the opinion of the Engineer, are inferior in quality or workmanship to the deposited sample or to the standard required in the Specification or be found to be damaged on delivery, such goods shall be immediately removed by the Supplier.

No payment will be made for any goods so rejected or for any loss incurred by the Supplier as a consequence of such rejection.

11. PERIOD FOR COMPLETION

Subject to any requirement in the Specification as to the installation and/or delivery of any portion of the goods before the installation and/or delivery of the whole, the whole of the goods shall be installed and/or delivered within the time stated in the tender calculated from the date of the final Letter of Acceptance.

12. PENALTY FOR LATE DELIVERY

Upon any delay in installation and/or delivery beyond the tendered completion period, the Council shall be entitled forthwith to purchase goods of the same description and quantity as and in lieu of those specified to be supplied, or forthwith to cancel the contract and to purchase elsewhere such goods as may be required to complete the contract and the Supplier shall bear any difference in price between any goods so purchased and the Contract Price.

The amount of such difference shall be paid by the Supplier to the Council immediately on demand, or the Council may deduct such difference from moneys (if any) otherwise payable to the Supplier in respect of goods already delivered under this or any other contract.

Nothing contained herein shall prejudice the right of the Council to recover from the Supplier such other damage or loss it may suffer by reason of the failure of the Supplier to deliver the goods within the completion period and in accordance with the contract.

The delivery and/or installation and commissioning and testing (where applicable) shall not be deemed to be complete until a certificate in writing to that effect has been issued by the Engineer.

13. VARIATION OF QUANTITIES

The Engineer shall have the power to vary the quantity of any item or items listed in the Schedule of Quantities/ Equipment.

14. TERMS OF PAYMENT

Payment will be made by the Chief Financial Officer (CFO) within thirty (30) days on receipt of a certificate of payment issued by the Engineer and will be made by means of a cheque drawn upon the Council's bankers in Pietermaritzburg. No cash payments shall be made.

Where the value of the works exceed R3 000.00 excluding VAT, the Contractor must quote the Council's VAT Registration No. 4600107835 on all Tax Invoices for payment purposes.

Where offers of discounts, eg for payment within thirty (30) days of rendering accounts, are made by the Contractor, these will be taken into account in the adjudication of tenders.

Contractors shall be required to have a bank account in the legal name of the Contractor as indicated on the Tax Clearance Certificate. No payment whatsoever will be made should the Contractor fail to comply with this requirement and the Council shall not be held liable for any loss or damages sustained by the Contractor in this regard.

Payment will be certified as follows:-

Equipment, Mobile Plant and Vehicles

100% of the Contract Price will be paid on delivery and, where applicable, installation and/or commissioning of all items listed in the Schedule of Quantities/Equipment, together with all accessories, manuals, etc., required in terms of the contract.

15. PRICE ADJUSTMENT

In any case in which a Tenderer tenders a price subject to adjustment, the Council, if it accepts the tender, shall not be liable to pay any such price adjustment unless the Tenderer has:-

- (a) stipulated in his tender the precise manner by which the price adjustment is to be calculated; and
- (b) quoted in his tender all formulae necessary for the calculation of the price adjustment; or alternatively
- (c) has quoted in his tender a particular price adjustment index by reference to which the price adjustment shall be determined.

In any case where a successful Tenderer has complied with the conditions set out above, the Council shall nonetheless not be liable for adjustment unless the Tenderer, in submitting an account, submits, on each occasion he/she does so, a separate account reflecting the adjustment claim together with all calculations and documents necessary to verify the claim.

Upon receipt of the claim accounts referred to above, the Council shall not however be obliged to settle the account until the amount claimed is verified by the Council's auditors in terms of the preceding paragraphs.

16. MAINTENANCE

The Supplier shall accept responsibility for, and within a reasonable time after receipt of written notice from the Engineer, shall at his/her own cost and expense and to the entire satisfaction of the Engineer, refit, replace or repair any defective part, article or materials or make good and restore any deficits not attributable to fair wear and tear that may become apparent or develop under normal working conditions within a minimum period of twelve (12) months from the date of accepted delivery, provided that this maintenance period shall be extended for a further period equivalent to that during which the goods are out of service due to such refitting, replacement or repair up to a maximum of an additional fifty (50) per cent.

17. FORWARD COVER

The Supplier will be required to arrange Forward Cover on all imported goods or materials, the cost thereof to be included in the price schedule reimbursed by the Council to the supplier on proof of payment. In any case in which a Tenderer tenders a price subject to exchange rate fluctuations, the exchange rate(s) at which the goods or materials offered are based must be clearly indicated in Annexure "A" – Alterations by Tenderer. If no exchange rate(s) are indicated, the tender prices shall be considered not subject to exchange rate fluctuation.

18. SECURITY OF INFORMATION

Subject to the provisions of the Promotion of Access to Information Act, the information revealed in this tender document is to be classified as confidential. Accordingly, the Engineer reserves the right to request references and generally examine bona fides and available facilities of any company of firm wanting to participate in this contract.

19. LAW TO APPLY

The contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise between the Council and the Contractor in regard to the contract shall be settled in the Republic of South Africa.

20. PATENT RIGHTS

The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trade marks or other protected rights, and shall hold the Council indemnified and harmless against any claims for loss or damage to (including legal expenses) arising therefrom.

21. SEQUESTRATION OR SURRENDER OF CONTRACTOR'S ESTATE

In the event of an order being made for sequestration of the Contractor's estate, whether provisional or final, or in the event of an application being made for such order, or in the event of the Contractor making application for the surrender of the Contractor's estate, or if the Contractor shall enter into, make or execute any deed of assignment or other composition or arrangement with, or assignment for the benefit of the Contractor's creditors, or purport to do so, or if the Contractor, being a company, shall pass a resolution, or if the Court shall make an order for the liquidation of such company, the Council shall have the right, summarily and without recourse to law, to terminate the contract without payment of any compensation to the Contractor, and without prejudice to the right of the Council to sue the Contractor for any damages sustained by it in consequence of one or the other of the afore-mentioned events.

22. CONTRACT TO BE IN CONFORMITY WITH BY-LAWS AND ANY OTHER APPLICABLE LAWS

The contract shall be carried out subject to and in conformity with any law, regulation or By-law which is of application thereto and shall be conditional upon any necessary consent required by law being obtained.

THE MSUNDUZI MUNICIPALITY

LEGISLATION

1.0 GENERAL

- 1.1 Contractors will be deemed by virtue of submitting a tender to have undertaken to be aware of and comply fully for all purposes under this contract with all current legislation and related regulations. The following Acts, as amended from time to time, are listed for the attention of the Contractor, without prejudice and without in any way relieving the Contractor of the obligation to continuously comply with all the laws of South Africa for the entire duration of this contract, the cost of so doing being expressly included in the contract sum. It is the sole duty of the Contractor to ensure that it acquaints itself and complies with all applicable legislation. **The Council shall not be liable in any way whatsoever for any errors or omissions in the legislation listed herein.**

2.0 THE OCCUPATIONAL, HEALTH AND SAFETY ACT (ACT 85 OF 1993) (OHS ACT)

- 2.1 The OHS Act covers *inter alia* "any work in connection with –

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of an addition to a building;
- b) the installation, erection or dismantling of machinery;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, railway, street, runway, sewer or water reticulation system or work on any similar project;
- d) the moving of earth, clearing of land or making of an excavation or work on any similar project." (General Administrative Regulations Clause 1).

It is recorded that the subject of this contract falls within the scope of the foregoing work definition, and that the Employer in terms of this contract is the Mandator and that the Contractor is the Mandatory in terms of the OHS Act.

- 2.2 The OHS Act covers *inter alia* "any work in connection with -

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of an addition to a building;
- b) the installation, erection or dismantling of machinery;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, railway, street, runway, sewer or water reticulation system or work on any similar project; and
- d) the moving of earth, clearing of land or making of an excavation or work on any similar project." (General Administrative Regulations Clause 1).

It is recorded that the subject of this contract falls within the scope of the foregoing work definition, and that the Employer in terms of this contract is the Mandator and that the Contractor is the Mandatory in terms of the OHS Act.

- 2.3 The arrangements and procedures to ensure compliance by the Mandatory with the provisions of the OHS Act referred to in the Agreement, in Annexure "B", between the Employer and the Contractor in this contract are:

- 2.3.1 The Mandatory shall keep a record of all incidents in terms of Clause 10 (1) of the General Administration Regulations (GAR).
- 2.3.2 The Mandatory shall cause every incident to be investigated in terms of Clause 10 (2) of the GAR.

- 2.3.3 The Mandatory shall cause all such records to be examined by a Safety Committee in terms of Clause 10 (3) of the GAR.
- 2.3.4 The Mandatory shall on demand furnish the divisional inspector with such returns as may be required in terms of Clause 14 of the GAR.
- 2.3.5 The Mandatory shall charge a full-time employee designated in writing by the Mandatory with the duty of supervising the performance of the work (or the Mandatory may personally undertake this duty) in terms of Clause 11 of the General Safety Regulations.
- 2.3.6 The Mandatory shall, before commencing or carrying out the work, inform the divisional inspector in writing of:-
- a) the address of the premises on which such work will be carried out;
 - b) the nature of such work;
 - c) the date on which it is expected that such work will be commenced; and
 - d) the date on which it is expected that such work will be completed.
- all in terms of Clause 15c of the GAR
- 2.3.7 The Mandatory shall comply with all other aspects of the OHS Act relative to the nature of the works and shall scrupulously observe and execute any instruction given by an official inspector with reference thereto.

3.0 THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (ACT 130 of 1993) (COID ACT)

- 3.1 Contractors are required to register as employers in terms of the COID Act.
- 3.2 Contractors must pay the assessments due in terms of the COID Act relative to their employee records including all sub-contractors and community based labour.
- 3.3 In this specific contract the Contractor further acknowledges that the Employer shall have the right, without prejudice, to deduct any shortfall in compensation due to any employee of the Contractor (or sub-contractor) from monies due or which may become due to the Contractor, and so effect settlement of the matter.

4.0 THE LABOUR RELATIONS ACT (ACT 66 of 1995) (LR ACT)

- 4.1 Contractors are required to register as employers in terms of the LR Act.
- 4.2 Contractors are required to pay all employee and employer contributions to the Unemployment Benefits Fund, other than in respect of casual employees defined as persons who work for less than eight hours in any one week, or in respect of persons who by virtue of lawful reasons are exempt therefrom.

5.0 THE BASIC CONDITIONS OF EMPLOYMENT ACT (ACT 3 of 1983) (BCE ACT)

- 5.1 Contractors in their capacity as employers are required to comply with the provisions of the BCE Act with special reference to their employees' terms and conditions of employment.

6.0 THE INCOME TAX ACT (ACT 58 of 1962)

- 6.1 Contractors in their capacity both as business enterprises and employers are obliged to register and comply with the requirements of the Receiver of Revenue.

7.0 THE VALUE ADDED TAX ACT (ACT 89 of 1991)

- 7.1 Contractors in their capacity as business enterprises are required, if their annual turnover exceeds or is expected to exceed R150 000 by the end of February each year, to register as VAT vendors with the Receiver of Revenue for the purpose of paying, recovering, charging and returning VAT to the State via the Receiver of Revenue.
- 7.2 It is recorded that the Employer in this contract is registered as a VAT vendor.

8.0 THE ENGINEERING PROFESSION ACT OF SOUTH AFRICA (ACT 114 of 1990)

- 8.1 Where work undertaken in connection with this contract falls within the meaning of "*kinds of work reserved for professional engineers*" as fully set out in the Engineering Profession Act of South Africa 1990, or any amendments thereof, only persons registered in terms of the above Act, may assume full responsibility, according to competency under the Act, for the respective sections and phases of such work, as described in the Act, particularly in regard to design, supervision of construction and installation, and commission where applicable.
- 8.2 The Service Providers shall submit a certificate with the tender certifying compliance with all these requirements in connection with the preparation and submission of the tender and shall give an undertaking to comply in full during the contract period. Where applicable the Service Providers shall submit at the time of tendering the name(s), qualifications and address(es) of the Professional Engineer(s) responsible for the various disciplines and portions of the work comprising this contract.

9.0 NON-COMPLIANCE

- 9.1 The Employer in this contract will not under any circumstances be, or become party to, any act or omission by the Contractor and/or the Contractor's Sub-contractors and/or employees, which contravenes South African law.
- 9.2 Notwithstanding anything to the contrary in this tender document, and in addition to any other remedies the Council may have, if at any time during this contract, the Council discovers any contravention of the laws expressly mentioned herein or any other applicable law, then the Council shall have the right to cancel this contract forthwith. In such event, the Council shall not be liable for any loss or damages caused by such cancellation.

MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 1 OF 25/26

**MAINTENANCE AND SUPPORT OF THE EXISTING ENTERPRISE VMWARE SERVERS,
STORAGE AND BACKUP HARDWARE INFRASTRUCTURE AND THE SUPPLY, INSTALLATION,
UPGRADING AND COMMISSIONING OF NEW SOFTWARE AND HARDWARE AND ANNUAL
LICENCE RENEWALS**

**STANDARD SPECIFICATION FOR THE PURCHASE OF
EQUIPMENT, PLANT, VEHICLES AND MATERIALS**

1. SCOPE

This specification covers the general responsibilities applicable to the contract.

2. DEFINITIONS

Approved/Approval: Approved/approval by the Engineer.

Satisfactory: Capable of fulfilling or having fulfilled the intended function to the satisfaction of the Engineer.

3. ABBREVIATIONS

Wherever the following abbreviations and terms are used, they shall be deemed to refer to the latest edition, including all amendments, published before the day which is 90 days before the closing date for receipt of tenders, and shall be interpreted as follows:

ASTM	:	American Society for Testing Materials
BS	:	British Standard
BSCP	:	British Standard Code of Practice
SABS	:	South African Bureau of Standards
SMTM	:	Standard Methods of Testing Materials of the Department of Transport of the Republic of South Africa
SIS	:	Swedish Institute of Standards
AASHTO	:	American Association of State Highway and Traffic Officials
CSIR	:	Council for Scientific & Industrial Research
BRTA	:	British Road Tar Association
CBR	:	California Bearing Ratio
DDL	:	Draw Down Level
FSL	:	Full Supply Level
USBR	:	United States Bureau of Reclamation
RL	:	Reduced Level

4. NO LIMITATION BY DESCRIPTION

Nothing appearing in the Specification or Schedule of Quantities/Equipment shall limit the obligations and liabilities of the Supplier, the Engineer or the Council under the Standard Conditions of Contract.

5. APPROVAL

Any approval by the Engineer of any materials or plant and its operation, will not imply any relaxation of the Clauses of the Specifications governing the quality of the materials or of the finished work, nor relieve the Supplier of his responsibilities under the Contract.

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 1 OF 25/26

**MAINTENANCE AND SUPPORT OF THE EXISTING ENTERPRISE VMWARE SERVERS,
STORAGE AND BACKUP HARDWARE INFRASTRUCTURE AND THE SUPPLY, INSTALLATION,
UPGRADING AND COMMISSIONING OF NEW SOFTWARE AND HARDWARE AND ANNUAL
LICENCE RENEWALS**

SPECIFICATIONS

1.0 SCOPE OF WORKS

The appointed service provider will be expected to:

- 1.1 Deliver comprehensive support and technical expertise for enterprise VMware environments, storage, and backup systems both on-site and remotely.
- 1.2 Supply, install, upgrade, and configure new hardware components including servers, drives, and storage arrays that meet current OEM specifications.
- 1.3 Perform ongoing maintenance and proactive monitoring of the infrastructure to ensure optimal uptime and system resilience.
- 1.4 Renew and manage licenses for enterprise software including Microsoft platforms, VMware suites, and Veeam backups.
- 1.5 Establish, operate, and maintain a 24/7/365 Service Desk capable of delivering high-performance issue resolution and support services.
- 1.6 Facilitate the implementation of disaster recovery plans and provide related testing and documentation.
- 1.7 Conduct a structured and measurable skills transfer program, including certification-focused training for internal municipal IT staff.
- 1.8 Propose and implement innovations and enhancements throughout the contract term.
- 1.9 Provide change management documentation and maintain a configuration management database (CMDB).
- 1.10 Regularly review, assess and optimize the infrastructure to meet future scalability, performance, and compliance requirements.

2.0 PROJECT CHAMPION

For any **technical related enquiries regarding these specifications**, Tenderers must contact the following Project Champion:

Name and Surname	:	Sibusiso E Ndlela
Contact number	:	033 392 2293
E-mail	:	Sibusiso.ndlela@msunduzi.gov.za
Business Unit	:	Corporate Services – ICT

3.0 TENDER BRIEFING AND/OR SITE INSPECTION MEETING

A **compulsory Tender Briefing Meeting** will be held at 10h00 on Wednesday, 30 July 2025, in Auditorium No. 1, 1st Floor, Bessie Head Library, 260 Church Street, Pietermaritzburg, 3201.

4.0 DETAILED SPECIFICATION

This tender calls for the support and maintenance of the entire Enterprise VMware servers, Backup and storage hardware infrastructure.

This also includes purchasing, upgrades, installation and replacement of servers, storage hardware and any other server-related hardware, software licenses or applications as per business requirements when need arise.

In addition to the above, Msunduzi Municipality requires a technology partner with the required set of skills and certifications to provide an end-to-end managed service for a period of three years to cover and support the following technologies below.

Table 1

ITEM		DESCRIPTION
1.	04 X Hosts Servers – Data Centre	HP ProLiant DL360 Gen10 Plus
2.	03 X HP Hosts Servers – DR Site	HP ProLiant DL 380 Generation 11
3.	01 X Host Server - SITA	HP ProLiant DL360 Gen10 Plus
4.	HP Storage – Data Centre	HPE Alletrav 6030 184TB 24x7 Raw dHCI
5.	HP Storage – DR Centre	HPE Alletrav 5030 184Tb Raw dHCI Storage
6.	HP Storage – Sita	1 x HP StoreOnce 3640 48TB
7.	Microsoft Exchange	Microsoft Exchange 2016
8.	Microsoft Exchange	Microsoft Exchange online
9.	Email Archiving	Mimecast Messaging 4.0
10.	Servers	Microsoft Windows Server 2012, 2016, 2019 & 2022
11.	SQL Server	Microsoft SQL 2012, 2014, 2019 & 2022
12.	Microsoft SharePoint Hybrid	Microsoft SharePoint 2019 & SharePoint online
13.	Active Directory Hybrid	AD on Premise and AD online
14.	VMware Enterprise Virtual Environment and OPS Manager 5.5	VMware Enterprise Virtual Environment and OPS Manager 6.5
15.	Linux Server	SuSe Linux Enterprise Server 10
16.	Anti-Virus	MacAfee Endpoint Anti-Virus Trellix 10.7
17.	Backup Software	Enterprise Veeam Backup Software V12

4.1 Current Environment For Maintenance And Support

4.1.1 Main Data Centre – Production

- 4.1.1.1 X 04 Physical ESX Hosts Servers
- 4.1.1.2 X 1 Management Server (To manage ESX Hosts)
- 4.1.1.3 X 120 Virtual Servers
- 4.1.1.4 X 1 X HPE Alletrav 6030 184TB 24x7 Raw DHCI

4.1.2 Disaster Recovery – Mkhondeni

- 4.1.2.1 X 03 Physical ESX Hosts Servers
- 4.1.2.2 X 120 Virtual Servers (replica of main site - failover site)
- 4.1.2.3 X 01 Alletrav 5030 184Tb Raw dHCI Storage

4.1.3 Secondary Disaster Recovery – SITA

- 4.1.3.1 X 01 Physical ESX Host
- 4.1.3.2 HP StoreOnce 3640 48TB
- 4.1.3.3 X 03 Virtual Server

4.2 Service Requirements

The Msunduzi Municipality requires the following services.

- 4.2.1 Dedicated On-site Enterprise Server support during official office hours, 07:30 to 16:30, Monday to Friday, excluding public Holidays.
- 4.2.2 After Hour Standby and Support on a 24/7/365 basis.
- 4.2.3 Dedicated 24x7x365 Helpdesk.
- 4.2.4 Comprehensive Monthly SLA reporting on all Servers and Systems (e.g.Veaam).
- 4.2.5 Enterprise Mimecast Unified Messaging Support and Service Level Agreement.
 - 4.2.5.1 Unified Email Management Enterprise for 1500 users.
 - 4.2.5.2 Business Support.
 - 4.2.5.3 Legacy Archive Data Management for 3750 GB
 - 4.2.5.4 Targeted threat Protection
- 4.2.6 Backup maintenance and support using Veaam Enterprise Software 10.0
- 4.2.7 Dedicated Skills transfer programme in place for the two in-house administrative support staff
- 4.2.8 Send Msunduzi Administrators to certification training for items listed on BoQ.
- 4.2.9 Buying, installation of new or replacement servers, storage hardware and systems associated with this tender as needed.

4.3 Service Desk Requirements

The Msunduzi Municipality requires the potential service provider to have a Service Desk facility that will be responsible for the following:

- 4.3.1 **Call Logging**: 24x7x365 call logging.
- 4.3.2 **IT Service Management**: Actively managing the lifecycle of each call and ensuring the system and relevant ICT staff are well informed on the progress of each incident.
- 4.3.3 **Request For Service**: Managing requests from ICT staff and ensuring the relevant escalations and approvals for the request are carried out.
- 4.3.4 **Reporting and Trend Analysis**: provide comprehensive custom reporting on call and trend analysis
- 4.3.5 **Service Level Agreement Reports**: Monthly SLA Performance meeting

5.0 CONTRACT PERIOD

The contract period shall be thirty six (36) Months from the date of award.

6.0 PLACE OF DELIVERY AND DELIVERY PERIOD

The goods are to be delivered to the Information, Communications and Technology Unit, 2nd Floor, A S Chetty, 333 Church Street, Pietermaritzburg, within 14 days from date of receiving an official Purchase Order. (ATT Senior Manager Information Communication Technology).

NB: The Service Provider shall bear the entire cost of any delivery.

7.0 INSURANCES REQUIRED

Not Applicable

8.0 RETENTION AND SURETIES

Not Applicable

9.0 PENALTIES

All materials shall be delivered within one week of the date of order unless otherwise stipulated in an accepted offer. Failure to comply with the above, penalties in the amount of **R500.00 per calendar day including VAT** shall be imposed. The Municipality reserves the right to deduct such costs from any monies due to the Contractor, or which may become due to the Contractor.

A six (6) months' probation period in which the contract will be monitored for which, if performance is unsatisfactory, the contract will be terminated.

10.0 COMPLIANCE WITH ANY LEGISLATION, BYLAWS, ETC.

Compliance with the following Legislation and Regulations is required:

- 10.1 OHS Act No, 85 of 1993
- 10.2 MSCOA Compliance
- 10.3 MFMA Act No, 56 of 2003
- 10.4 PFMA Act No, 1 of 1999
- 10.5 ECT Act No, 25 of 2002
- 10.6 SAP Compliance

11.0 GUARANTEE/WARRANTY/DEFECTS LIABILITY PERIOD

The 12 Months guarantee on equipment from the date of project completion and 36 Months warranty for all hardware shall apply.

12.0 ESCALATION

Price to remain firm for the period of the first 12 months and after subject to escalation in accordance with CPI for maintenance and support, and Rate of Exchange (ROE) for hardware, software and licenses, or Original Equipment Manufacturer (OEM) Annual increase.

Note that only one equipment annual escalation at a time will be considered for the period of this contract i.e. Roe or OEM

13.0 MAINTENANCE PERIOD

The service provider must provide support and maintenance for a period of 36 months, from the date of the award.

14.0 EVALUATION CRITERIA

This contract will be evaluated on the 80/20 Preferential Point System, where,

Price	= 80 Points
Specific goals	= 20 Points
<u>TOTAL</u>	<u>100 Points</u>

15.0 **FUNCTIONALITY**

- 15.1 The municipality reserves the right to verify the validity of the information submitted.
- 15.2 Bidders who not submit the required information mentioned below, shall not be disqualified but will not be awarded any points.
- 15.3 Bidders must obtain 90 points or 75% to progress into the next evaluation stage.

Table 2

Item No.	Category	Allocation of Points	Verification Methods
1	3 or more projects undertaken for Maintenance and support of Server Infrastructure VMWare, Veaam, HPE Storage maintenance and Support for a minimum period of 24 Months.	10	Bidders to provide the following proof of experience in the past 10 years to obtain points. 1. Provide each undertaken project award letter for Maintenance and Support of VMWARE Enterprise Servers, Veaam Backup and HPE Storage Infrastructure for a period of minimum 24 months. 2. And signed reference letters with Company letterhead for point 1 projects above to obtain points.
	1 to 2 projects undertaken for supply, installation, commissioning, Maintenance and support for Server Infrastructure VMWare, Veaam, HPE Storage maintenance and Support for a minimum period of 24 Months.	5	
2.	3 or more projects undertaken for supply, installation, commissioning of VMWare, Veaam, HPE Storage.	10	Bidders to attach the following proof of experience in the past 10 years to obtain points. 1. Provide each project Sign-off or completion certificate for Supply, Installation and commissioning of VMWare, Veaam, HPE Storage Infrastructure. 2. And signed reference letters with Company letterhead for point 1 projects above to obtain points.
	1 to 2 projects undertaken for the supply, installation, commissioning of VMWare, Veaam, HPE Storage.	5	
3	<u>PARTNERSHIP LEVEL TIER WITH AGENTS:-</u>		
3.1	HP OEM Partnership Level		Bidders to provide and attach proof of partnerships to obtain points: 1. HP OEM Partnership
a	Platinum Partner	10	
b	Gold Partner	5	
c	Business	0	

3.2	VMWARE Partnership Level		2. VMWare Partnership 3. Veeam Partnership 4. Microsoft Gold Partnership 5. Mimecast Certified Partner
a	Premier	10	
b	Enterprise	5	
c	Professional	0	
3.3	Veeam Partnership Level		
a	Platinum Partner	10	
b	Gold Partner	5	
c	Silver Partner	0	
3.4	Microsoft Partnership Level		
a	Gold	10	
b	Silver	5	
c	Network Member	0	
4	<u>ENGINEER/S SKILLS, SPECIALIZING CERTIFICATIONS AND RELEVANT EXPERIENCE</u>		
a	HP MASE (Master Accredited Solutions Expert)	10	Bidders to attach each Engineers comprehensive CV/s, certified copies of below listed specializing certificates, with contactable references. Points will be allocated to a Bidder with Engineer\ s in possession of a minimum of 4 listed Certification including HP MASE, 5 or more years of experience as Engineer\ s. Engineers may jointly have certifications to obtain Points. 1. Comprehensive CV 2. HP MASE 3. VMWARE VCP 4. Veeam Enterprise Certification 5. M365 Certified: Exchange Online Support Engineer 6. M365 Certified: Administrator Expert
b	VMWARE VCP Certification	10	
c	Veeam Enterprise Certification	10	
d	Microsoft 365 Certified: Exchange Online Support Engineer	10	
e	Microsoft 365 Certified: Administrator Expert	10	
5	<u>DBA ADMINISTRATOR/S SKILLS, CERTIFICATION AND RELEVANT EXPERIENCE</u>		
a	SQL Database Certification	10	Bidders to attach DBA comprehensive CV/s with certified copies of below listed Certification with contactable references. Points will be allocated to a DBA with all listed requirements and 5 or more years of experience as a DBA. 1. Microsoft SQL Database Certificate or Microsoft latest SQL certification

			2. DBA Contactable References 3. 5 Years' experience as a Database Administrator (DBA)
TOTAL POINTS AWARDED		120	
MINIMUM THRESHOLD		90 POINTS OR 75%	

16.0 SPECIFIC GOALS

Table 3

Item No.	Criteria	Basis Of Points Allocation	Claimable Points	Verification Document (Signed references with contact details)
1.	Black Owned Enterprise (BOE)"	Black Owned Enterprise (BOE)" in this context refers to a "black-owned enterprise" with at least 51% South African black ownership and/or more than 51% management control by South African black people.	10 Points	Companies and Intellectual Property Commission (CIPC) OR Central Supplier Database (CSD)
2.	Business Enterprises owned by Women	A woman-owned business that is a continuing, independent, for profit business which performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one or more women; or, in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned and controlled by one (1) or more women and whose management and daily business operations are under the control of one (1) or more women.	5 Points	Companies and Intellectual Property Commission (CIPC) OR Central Supplier Database (CSD)
3.	Location of a Business Enterprise	Means Business location is defined as a place or structure occupied by a firm or enterprise to run its operations. This includes any structure or establishment used in conducting a business within the Msunduzi municipality jurisdiction.	5 Points	Utility Bill or Lease agreement document

17.0 OBJECTIVE CRITERIA

- 17.1 A service provider whose case is still being dealt with by the Blacklisting Committee cannot be awarded.
- 17.2 Ruling to be finalized within a reasonable time frame to ensure that there is no substantial loss of income for the service providers; if such time has passed, the service provider is eligible to bid for tenders.

- 17.3 If the supplier's performance (as per reference letter requirements) is a qualifying/disqualifying criterion and the service provider feels as if they were unfairly graded/rated. The service provider will have to provide supporting documents to prove that the poor/ unsatisfactory performance rating was of external factors beyond their control.

18.0 ANY OTHER IMPORTANT INFORMATION

- 18.1 In the event that the detailed specification is discontinued, ICT will consider the most recent developments in the manufacturer's specification and standardize from that point forward in consultation with Supply Chain Management (contract Management). It is important to acknowledge that the ICT industry undergoes frequent changes to introduce new cutting-edge sophistication and development that improve the industry. The new commodities that were not included in the original tender will not be included in this.
- 18.2 Msunduzi Municipality will enter into a 36-month Service Level Agreement (SLA) with a successful Bidder/Service Provider before the delivery of any services.
- 18.3 Reference letters should consist of the following: Organizations' letterhead, Description of the contract; time frame of the project; performance evaluation of the service provider (was it satisfactory, was the project completed on time); contact details of the respective referee; letters should be stamped and signed.
- 18.4 Bidders' failure to fully price the BOQ (Bill of Quantities) will result in automatic disqualification.
- 18.5 NB: the municipality reserves the right to verify the validity of the information submitted.
- 18.6 In the event where a Bidder had supplied, installed, commissioned VMWare, Veeam and HPE Storage in a Contract for Maintenance and Support of VMWARE Enterprise Servers, Veeam Backup and HPE Storage Infrastructure for a period of minimum 24 months, a Bidder will need to provide clear proof of evidence to obtain points. **Refer to FUNCTIONALITY Table 2.**

19.0 PRICE SCHEDULE

- 19.1 Pricing to be structured around the response time, escalation and overtime hours to be included
- 19.2 The "Dedicated on-site support" pricing in the below table will be used for evaluation.

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PRICING SCHEDULE-BILL OF QUANTITIES

HARDWARE REPLACEMENT PARTS					
ITEM 1 - PRODUCTION / DISASTER RECOVERY SEVERS					
No.	CODE	Product Description	Qty	Unit Cost Excl. VAT	Total Cost Excl. VAT
1	P28948-B21	HPE DL360 Gen11+ 8SFF NC CTO Server	1	R	R
2	P36936-B21	INT Xeon-G 6342 CPU for HPE	2	R	R
3	P06033-B21	HPE 32GB 2Rx4 PC4-3200AA-R Smart Kit	8	R	R
4	P06035-B21	HPE 64GB 2Rx4 PC4-3200AA-R Smart Kit	8	R	R
5	P26427-B21	HPE DL360 Gen11+ 8SFF SAS/SATA BC BP Kit	1	R	R
6	P26471-B21	HPE DL36x Gen11+ LP Riser Kit	1	R	R
7	P26262-B21	BCM 57414 10/25GbE 2p SFP28 Adptr	1	R	R
8	P12965-B21	HPE NS204i-p Gen11+ Boot Ctrlr	1	R	R
9	P10115-B21	BCM 57414 10/25GbE 2p SFP28 OCP3 Adptr	1	R	R
10	P26477-B21	HPE DL36x Gen11+ High Perf Fan Kit	1	R	R
11	P38997-B21	HPE 1600W FS Plat Ht Plg LH Pwr Sply Kit	2	R	R
12	E5Y43A	HPE OV for DL 3y 24x7 FIO Phys 1 Svr Lic	1	R	R
13	867998-B21	HPE 1U Gen11 Bezel Kit	1	R	R
14	P13771-B21	HPE Gen11 Plus TPM BR Module Kit	1	R	R
15	P14604-B21	HPE Gen11+ Intrusion Detection Kit	1	R	R
16	P07818-B21	HPE DDR-4 DIMM Blanks Kit	1	R	R
17	P26479-B21	HPE DL360 Gen11+ High Perf Heat Sink Kit	2	R	R
18	P26485-B21	HPE DL300 G11+ 1U SFF Easy Inst Rail Kit	1	R	R
19	P26489-B21	HPE DL300 Gen11+ 1U CMA for Rail Kit	1	R	R

20	AC114A	HPE Door/dock Medium Delivery SVC	1	R	R
21	HA114A1	HPE Startup Entry 300 Series OS SVC	1	R	R
22	HU4A6A5	HPE 5Y Tech Care Essential SVC	1	R	R
23	HU4A6A5	HPE Proliant DL360 Gen11+ Support	1	R	R
24	HU4A6A5	HPE One View w/llo Support	1	R	R
TOTAL EXCLUDING VAT CARRIED TO SUMMARY PAGE					R

ITEM 2 - V-CENTRE AND WITNESS SERVER					
No.	CODE	Product Description	Qty	Unit Cost Excl. VAT	Total Cost Excl. VAT
25	P55241-B21	HPE DL360 G11+ 4310 MR416i-a NC 8SFF Svr	1	R	R
26	P06033-B21	HPE 32GB 2Rx4 PC4-3200AA-R Smart Kit	1	R	R
27	P38995-B21	HPE 800W FS Plat Ht Plg LH Pwr Sply Kit	1	R	R
28	AC114A	HPE Door/dock Medium Delivery SVC	1	R	R
29	P40502-B21	HPE 480GB SATA MU SFF BC MV SSD	1	R	R
30	HA114A1	HPE Installation and Startup Service	1	R	R
31	HA114A1	HPE Startup Entry 300 Series OS SVC	1	R	R
32	HU4A6A5	HPE 5Y Tech Care Essential SVC	1	R	R
33	HU4A6A5	HPE Proliant DL360 Gen11+ Support	1	R	R
TOTAL EXCLUDING VAT CARRIED TO SUMMARY PAGE					R

ITEM 3 – SWITCHES					
No.	CODE	Product Description	Qty	Unit Cost Excl. VAT	Total Cost Excl. VAT
34	JL678A	Aruba 6100 24G 4SFP+ Switch (Management Switch0	1	R	R
35	JL640AAE	Aruba NetEdit Single Node 3yr Sub E-STU	1	R	R
36	J9583B	Aruba X414 1U Universal 4-post RM Kit	1	R	R
37	R9G09A	Aruba 8360-32Y4Cv2 Pwr2Prt Bundle HPE (SAN Switch)	1	R	R
38	R9F87A	Aruba 1G SFP RJ45 T 100m Cat5e XCVR HPE	4	R	R

39	R9F89A	Aruba 25G SFP28 LC SR 100m MMF XCVR HPE	4	R	R
40	R9G37AAE	Aruba NetEdit Single Node 3yr E-STU HPE	1	R	R
41	487655-B21	HPE BLc 10G SFP+ SFP+ 3m DAC Cable	1	R	R
42	844477-B21	HPE 25Gb SFP28 to SFP28 3m DAC	4	R	R
43	844480-B21	HPE 25Gb SFP28 to SFP28 5m DAC	4	R	R
44	R9F77A	Aruba 100G QSFP28 to QSFP28 1m DAC HPE	1	R	R
45	R9F57A	Aruba 1U Universal 4-post RM Kit for HPE	1	R	R
46	H7J34A5	HPE 5Y Foundation Care 24x7 SVC	1	R	R
47	H7J34A5	HPE Aruba 6100 24G Support	1	R	R
48	H7J34A500 BF	HPE Aruba 8360 32Y4C Support	1	R	R
TOTAL EXCLUDING VAT CARRIED TO SUMMARY PAGE					R

ITEM 4 - ALLETRAV 5030 184TB RAW DHCI STORAGE					
No.	CODE	Product Description	Qty	Unit Cost Excl. VAT	Total Cost Excl. VAT
49	R7L27A	HPE NS dHCI with Alletra 6030 CTO Array	1	R	R
50	HA124A1	HPE Technical Installation Startup SVC	1	R	R
51	HA124A1	HPE Nimble Storage dHCI Expan Deploy SVC	1	R	R
52	R8E17A	HPE NS dHCI with Alletra 6000 CTO Trk	1	R	R
53	R0R12A	HPE Alletra 6000 2x10/25GbE 2p FIO Adpr	2	R	R
54	R7D07A	HPE Alletra 6000 SFP28 100m FIO XCVR	4	R	R
55	R7S86A	HPE Alletra 6000 184TB 24x7.68TB FIO Bdl	1	R	R
56	R9D23A	HPE C13 - C14 2m WW PDU FIO Pwr Cord	4	R	R
57	R9X15A	HPE Alletra Tier 1 Storage Array Std Trk	1	R	R
58	R7G13A	HPE Alletra 6000/H 4x1600W FIO AC PS Kit	1	R	R
59	R8E99A	HPE NS dHCI NOS PB for ESXi 7.0 FIO SW	1	R	R
60	S1E76AAE	HPE Alletra 6000 SW/Sup SaaS	1	R	R
61	S1E76AAE	5yr Subscription	832	R	R

62	HU4A6A5	HPE 5Y Tech Care Essential SVC	1	R	R
63	HU4A6A5	HPE Alletra 6000 2x10/25GbE 2p Kit Supp	2	R	R
64	HU4A6A5	HPE Alletra 6030 Base Array Supp	1	R	R
65	HU4A6A5	HPE Alletra 6000 AF184TB 7.68 Flash Supp	1	R	R
TOTAL EXCLUDING VAT CARRIED TO SUMMARY PAGE					R

ITEM 5 - SOFTWARE LICENCES – (ANNUAL RENEWALS)

No.	Software	Qty	Unit Cost Excl. VAT Per Annum	Total Cost Excl. VAT Per Annum
66	VMware Enterprise Virtual Environment and OPS ManaQer6.5 (VMware Aria Operations)	1	R	R
67	Enterprise Veeam Backup Software 10.0	1500	R	R
68	SuSe Linux Enterprise Server 10	1	R	R
69	MacAfee Endpoint – Trellix Agent Antivirus	1500	R	R
70	Manage Engine AD Manager	1	R	R
71	Manage Engine AD Audit Plus Workstation	1500	R	R
72	Manage Engine AD Audit Plus Servers	120	R	R
73	Manage Engine Self-service Plus	1500	R	R
74	Manage Engine Patch Manager Plus Enterprise	1	R	R
75	Manage Engine Endpoint Central Enterprise Edition	1500	R	R
76	Wildcard Certificate	1	R	R
77	Exchange Admin Centre	1	R	R
78	AnyDesk Remote Tool End User Licence	1500	R	R
79	Anydesk Remote Tool License - Admin	15	R	R
80	Adobe Sign Licences	100	R	R
81	Adobe Acrobat Professional DC	50	R	R
82	Adobe Suite	4	R	R

83	Adobe InDesign	2	R	R
84	StoreOnce Maintenance Backup Software	1	R	R
85	Trados Team Enterprise Licence	12	R	R
86	Trados Studio and Online Editor	12	R	R
TOTAL EXCLUDING VAT CARRIED TO SUMMARY PAGE				R

ITEM 6 - FORMAL TRAINING CERTIFICATION – Incl. EXAMS

No.	Certification	Rate Per Course/pp	Full Exam/pp	Total
87	CompTIA A - Plus	R	R	R
88	CompTIA N - Plus	R	R	R
89	Azure Fundamental Certification	R	R	R
90	Azure Associate Certificate	R	R	R
91	Azure Expert Certification	R	R	R
92	CCNA	R	R	R
93	Linux RHCSA	R	R	R
94	Cloud Security	R	R	R
95	Cyber Défense	R	R	R
96	Offensive Operations	R	R	R
97	Security Management	R	R	R
98	Digital Forensics and Incident Response	R	R	R
99	VMWare VCP	R	R	R
100	Veeam Certified Engineer – VMCE V12	R	R	R
101	Veeam Certified Architect – VMCA V12	R	R	R
102	SQL DBA Administrator Certificate	R	R	R
103	Patch Manager Plus Certificate	R	R	R
104	HP MASE (Master Accredited Solutions Expert)	R	R	R
105	Microsoft 365 Certified: Exchange Online Support Engineer	R	R	R

106	Microsoft 365 Certified: Administrator Expert	R	R	R
107	ITIL Certification	R	R	R
108	Project Management Certificate	R	R	R
109	Trados Studio 2022 – Level 1 Certificate	R	R	R
110	Trados Studio 2022 – Certificate Bundle	R	R	R
111	Trados Team – Level 1 Training	R	R	R
112	SAPTEC - Technology Fundamentals of SAP S/4HANA and SAP Business Suite	R	R	R
113	ADM110 - Installing and Updating SAP S/4HANA and SAP Business Suite	R	R	R
114	ADM328 - SAP S/4HANA Conversion and SAP System Upgrade	R	R	R
115	HA200 - SAP HANA Installing and administering.	R	R	R
116	HA250 - Database Migration using DMO - SAP HANA 2.0 SPS07	R	R	R
117	ADM900 - SAP System Security Fundamentals	R	R	R
118	GRC100 - Principles of SAP Governance, Risk and Compliance	R	R	R
119	GRC300 - SAP Access Control Implementation and Configuration	R	R	R
TOTAL EXCLUDING VAT CARRIED TO SUMMARY PAGE				R

ITEM 7 – SERVICES				
No.	Professional Services	Qty	Rate Per Person Per Hr Excl. VAT	Rate Per Person Per Day Excl. VAT
120	Project Management	1	R	R
121	VMWARE VCP Engineer	1	R	R
122	Veeam Specialist	1	R	R
123	Microsoft Exchange Specialist	1	R	R
124	Microsoft AD Specialist	1	R	R

125	Installation and Configuration	1	R	R
126	Dedicated on-site support engineer during official office hours, 07:30 to 16:30, Monday to Friday	1	R	R
127	Dedicated on-site support Server Administrator during office hours 08:00 to 17:00 Monday to Friday	1	R	R
128	Dedicated on-site support DBA Administrator during official office hours, 08:00 to 17:00 Monday to Friday	1	R	R
129	S&T Rate Per Kilometre (AA Rate)	1	R	R
130	On-Site Support Engineer – Mon – Fri During Official Office Hours, 07:30 To 16:30	1	R	R

ITEM 8 - STANDBY CALL OUT SERVICES		
No.	Description	Rate Per Hour Excluding VAT
131	Engineers after hours/holidays/weekends remote standby and Support on a 24/7/365 basis.	R
132	Engineers After hours/holidays/weekends on-site standby support per hour 24/7/365 basis.	R
133	Rate per Kilometre – AA rate	R

Notes:-

1. Pricing to be structured around the response time, escalation and overtime hours included.
2. When pricing this tender, Tenderers are referred to the Specifications for guidelines.
3. For adjudication purposes, the Municipality reserves the right to correct any arithmetical errors.
4. Tenderers who are non-VAT Vendors must insert the symbols **“NVV”** in the VAT column.
5. The Price Schedule must be completed in original handwriting.
6. The Tenderer must price all items in order to be considered for appointment.
7. The Council reserves the right to enter into price negotiations with the appointed Tenderer with the objective of achieving uniform costing for the services provided.

Name of Tenderer:

Full Name of Signatory:

Capacity of Signatory:

Signature:Date:

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SUMMARY PAGE

Description	Total Excluding VAT
ITEM 1 - PRODUCTION / DISASTER RECOVERY SEVERs	R
ITEM 2 - V-CENTRE AND WITNESS SERVER	R
ITEM 3 – SWITCHES	R
ITEM 4 - ALLETRAV 5030 184TB RAW DHCI STORAGE	R
ITEM 5 - SOFTWARE LICENCES – (ANNUAL RENEWALS)	R
ITEM 6 - FORMAL TRAINING CERTIFICATATION – Incl. EXAMS	R
Total Cost Excluding VAT	R
ADD: VAT @ 15%	R
Total Cost Including VAT	R

Name of Tenderer:

Full Name of Signatory:

Capacity of Signatory:

Signature:Date:

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DATA SHEET 1: INVITATION TO BID DOCUMENT

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MSUNDUZI MUNICIPALITY					
BID NUMBER:	SCM 1 of 25/26	CLOSING DATE:	14 AUGUST 2025	CLOSING TIME:	12H00
DESCRIPTION	MAINTENANCE AND SUPPORT OF THE EXISTING ENTERPRISE VMWARE SERVERS, STORAGE AND BACKUP HARDWARE INFRASTRUCTURE AND THE SUPPLY, INSTALLATION, UPGRADING AND COMMISSIONING OF NEW SOFTWARE AND HARDWARE AND ANNUAL LICENCE RENEWALS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM					

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

2 ABATTOIR ROAD,				
(OFF KERSHAW ROAD),				
PIETERMARITZBURG 3201				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS / SERVICES / WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE INCL. VAT	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM UNIT	CONTACT PERSON/S	Sibusiso Ndlela
CONTACT PERSON	VINESH GOVENDER	TELEPHONE NUMBER	033-392 2293
TELEPHONE NUMBER	033 – 392 2027	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N.A	E-MAIL ADDRESS	SEE BELOW
E-MAIL ADDRESS	vinesh.govender@msunduzi.gov.za	sibusiso.ndlela@msunduzi.gov.za	

PART B

1. BID SUBMISSION:										
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>										
2. TAX COMPLIANCE REQUIREMENTS										
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>										
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO									

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

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DATA SHEET 2: AUTHORITY TO SIGN DOCUMENT

I/We*, the undersigned, am/are* duly authorised to sign the tender document on behalf of

.....

by virtue of the Articles of Association/Resolution of the Board of Directors*, of which a certified
copy is attached, or

Full Name of Signatory:

Capacity of Signatory:

Signature:

Date:

Witnesses:-

(1) Full Name:

Signature:Date.....

(2) Full Name:

Signature:Date.....

* ***Delete whichever is inapplicable or complete as indicated if none are applicable.***

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 1 OF 25/26

**MAINTENANCE AND SUPPORT OF THE EXISTING ENTERPRISE VMWARE SERVERS,
STORAGE AND BACKUP HARDWARE INFRASTRUCTURE AND THE SUPPLY, INSTALLATION,
UPGRADING AND COMMISSIONING OF NEW SOFTWARE AND HARDWARE AND ANNUAL
LICENCE RENEWALS**

DATA SHEET 3: STATEMENT OF PREVIOUS EXPERIENCE

The nomination of works, preferably of a similar nature to the works in this contract and which the Tenderer has successfully completed, is invited for adjudication purposes.

Tenderers are hereby required to complete the schedule below in its entirety.

Alternatively, Tenderers without experience may submit statements from a person or persons or organisation as to their abilities and standing in support of their tender, for adjudication purposes.

Name of Company	Contact Person	Contact No.	Nature of Works	Value of Works and Duration

SIGNATURE DATE.....

CONTRACT No. SCM 1 OF 25/26

DATA SHEET 4: SCHEDULE OF RESOURCES

[illegible]

DATE.....

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DATA SHEET 5: DECLARATION OF MUNICIPAL FEES

I/We do hereby declare that the Municipal Fees of ***(Full Name of Tenderer)***

Is/are, as at the date of the tender closing, fully paid up, or arrangements have been concluded with the Municipality to pay the said Fees:-

DESCRIPTION

ACCOUNT No.

Electricity _____

Water _____

Rates _____

(Attach a copy of the current Utility Bill)

I/We acknowledge that should it be found that the Municipal Fees are not up to date, the Council may take such remedial action as it required, including termination of contract, and any income due to the Contractor shall be utilised to offset any monies due to the Council.

NB: If the Tenderer is leasing the premises, a copy of the Lease Agreement must be submitted for adjudication purposes.

Full Name of Signatory.....

Capacity of Signatory.....

I.D. Number.....

Duly authorised to sign on behalf of.....

.....

Physical Address.....

.....

.....

Signature Date

THE MSUNDUZI MUNICIPALITY

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DATA SHEET 6: 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.

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

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

3.9.1 If yes, furnish particulars

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.10.1 If yes, furnish particulars

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.11.1 If yes, furnish particulars

.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES / NO

3.12.1 If yes, furnish particulars

.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?

YES / NO

3.13.1 If yes, furnish particulars

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?

YES / NO

3.14.1 If yes, furnish particulars:

.....

.....

4. Full details of Directors / Trustees / Members / Shareholders.

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, THE UNDERSIGNED, (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE MSUNDUZI MUNICIPALITY

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**DATA SHEET 7: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN
MANAGEMENT PRACTICES**

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 ***In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.***

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

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
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, (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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DATA SHEET 8: 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 *per se* prohibited 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.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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**DATA SHEET 9: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
(ALL APPLICABLE TAXES INCLUDED)**

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

* Delete if not applicable

1. Are you by law required to prepare annual financial statements for auditing? ***YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other Service Providers in respect of which payment is overdue for more than 30 days? ***YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other Service Providers in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....

.....

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

***YES / NO**

3.1 If yes, furnish particulars

.....

.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

***YES / NO**

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED, (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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DATA SHEET 10 - SITE INSPECTION/TENDER BRIEFING CERTIFICATE

As required by the General Conditions of Contract, I/we attended the Tender Briefing Meeting on the date specified below.

I/We carefully examined the contract documents, and have made myself/ourselves fully conversant with all the circumstances likely to influence the cost of the Works.

I/We further certify that I am/we are satisfied with the description of the Works and the explanation given by or on behalf of the Engineer's Representative at the meeting, and that I/we understand perfectly the work to be done, as specified and implied, in the execution of the contract.

SITE INSPECTION/TENDER BRIEFING CERTIFICATE
(To be completed by the Tenderer prior to the meeting)

NAME OF COMPANY: _____

PHYSICAL ADDRESS: _____

This will certify that _____ (Name)

Representing _____ (Firm)

visited the site of the Works and/or attended the tender briefing meeting for this contract on

_____ day _____ Month _____ Year

SIGNATURE OF TENDERER: _____

SIGNED: _____ DATE: _____
for Municipal Representative

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TENDER FORM

The City Manager
City Hall
PIETERMARITZBURG
3201

Dear Madam,

Having examined the Standard Conditions of Tender, Standard Conditions of Contract, Legislation and Specification of the above contract, I/we offer to supply and deliver the whole of the said Works in conformity with the Standard Conditions of Tender, Standard Conditions of Contract, Legislation and Specification, save as amended by any modifications under Annexure "A" hereto, for the total price as set out in the Pricing Schedule herein.

I/We are registered VAT vendors and the Total Price as tendered **EXCLUDES/INCLUDES 15% VAT.**

In the event of there being any errors of extension or addition in the Pricing Schedule, I/we agree to their being corrected, the Unit Prices being taken as correct.

I/We undertake to complete and deliver the whole of the Works comprised in the Contract within the timeframes stated.

I/We confirm that I am/we are fully acquainted with the current South African laws and regulations applicable to this contract including inter alia those laws to which my/our attention has been drawn in the Legislation Section of this document.

I/We are affiliated to _____
(Enter Nil if no affiliations)

My/Our VAT vendor registration number is _____

I/We bank at the _____

Branch of _____

Where I/we have a _____ account.

Tender Deposit Receipt No. _____
(Include a copy of the Tender Deposit Receipt only if purchased at the Municipality)

It is agreed and understood that should there be any changes on the banking details provided for the entity, a duly signed resolution by all its directors and minutes whereby a resolution for changing the banking details was passed will be submitted to Council including the original letter from the bank confirming the details.

It is agreed and understood that this tender is valid for four (4) months commencing from the closing date of the tender and that it, together with your final letter of acceptance, shall constitute a binding Contract between us.

I/We understand that the Council is not bound to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender received.

I/We understand that the Council is not bound to accept the lowest or any tender and acknowledge that the Senior Manager: Supply Chain Management may, if in her absolute discretion good and sufficient grounds are brought to her attention in writing within five (5) working days from the date hereof, decline to consider my/our offer.

I/We, the undersigned, warrants that I am/We are duly authorised to do so on behalf of the enterprise, certifies that the enterprise complies with all statutory and municipal requirements and that the information supplied in terms of this documents with additional information is correct and accurate and acknowledges that if the information supplied is found to be incorrect then the Msunduzi Municipality in addition to any remedies, it may have: may:-

- i Recover from the Enterprise all costs, losses or damages incurred or sustained by the Municipality as result of the award of the contract, and /or
- ii Cancel the contract and claim any damages which the Municipality may suffer by having to make less favourable arrangements after such cancellations, and/or
- iii Impose a penalty on the Enterprise as provided in the Tender Document, and/or
- iv Take any other action as may be deemed necessary.

I/we further undertake to submit documentary proof regarding any tendering issue to the Council when so required.

Full Name of Signatory.....

Capacity of Signatory.....

I.D. Number.....

Duly Authorised to sign on behalf of.....

Physical Address.....

.....

SIGNATURE.....DATE.....

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LICENCE RENEWALS****ALTERATIONS BY TENDERER**

Should the Tenderer desire to make any departures from or modifications to the Standard Conditions of Contract or Specification, or to qualify his/her tender in any way, he/she shall set out his/her proposals clearly hereunder or, alternatively, state them in a covering letter attached to his/her tender and referred to hereunder, failing which the tender will be deemed to be unqualified.

If no departures or modifications are desired, the Schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	SECTION OR ITEM	PROPOSED DEPARTURE/MODIFICATION

SIGNATURE..... DATE.....

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OCCUPATIONAL HEALTH AND SAFETY ACT (ACT No. 85 OF 1993)

SECTION 37(1)

Whenever an employee does or omits to do any act which would be an offence in terms of this Act for the employer of such employee or a user to do or omit to do, then, it is proved that –

- (a) in doing or omitting to do the act the employee was acting without connivance or permission of the employer or any such user;*
- (b) it was not under any condition or in any circumstance within the scope of the authority of the employee to do or omit to do an act, whether lawful or unlawful, of the character of the act or omission charged; and*
- (c) all reasonable steps were taken by the employer or any such user to prevent any act or omission of the kind in question,*

the employer or any such user himself shall be presumed to have done or omitted to do that act, and shall be liable to be convicted and sentenced in respect thereof; and the fact that he issued instructions forbidding any act or omission of the kind in question shall not, in itself, be accepted as sufficient proof that he took all reasonable steps to prevent the act or omission.

SECTION 37(2)

The provisions of subsection (1) shall “mutatis mutandi” apply in the case of a mandatory of any employer or user, except if the parties have agreed in writing to the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of this Act.

ACCEPTANCE BY MANDATORY

In terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 85 of 1993,

I, _____

(Name of PRINCIPAL CONTRACTOR / Representative) acting for and on behalf of _____ (Name of

PRINCIPAL CONTRACTOR / Company) undertake to ensure that the requirements and provisions of the Health and Safety Specifications issued by the client at the following site:

_____ (Name of

Site) are complied with in the following manner:

- To produce, review, monitor and enforce a Health and Safety Plan which has been approved by the Client, an Agent for the Client or a Principal Contractor;
- To include a risk assessment in the Health and Safety Plan which identifies all hazards pertaining to the project;
- To ensure that all relevant documentation required by the Occupational Health and Safety Act and Regulations, including the Construction Regulations, the Compensation for Occupational Injuries and Diseases Act as well as any other statutory laws as amended from time to time is available on site in the health and safety file;
- Enforce precautionary measures stipulated in the risk assessments.

The person signing this agreement confirms that he/she has the authority to so sign and to bind his/her employer, the said Contractor.

Signature: _____ Date: _____
(on behalf of PRINCIPAL CONTRACTOR)

Signature: _____ Date: _____
(CLIENT- Msunduzi Municipality)

Print Name: _____
(Name of CLIENT Representative)

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS 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 all bids:
- The 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - The 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 Preference Point System shall be applicable.
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim points for specific goals, if the bidder did not submit proof or documentation required to claim for specific goals 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 Service Provider, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (b) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“Functionality”** means the ability of a Service Provider to provide goods or services in accordance with specifications as set out in the tender documents.
- (d) **“highest acceptable tender”** means a tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders;
- (e) **“lowest acceptable tender”** means a tender that complies with all specifications and conditions of tender and that has lowest price compared to other tenders;
- (f) **“price”** means amount of money tendered for good or services, and includes all applicable taxes less all unconditional discounts;
- (g) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (h) **“Rand Value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation;
- (i) **“specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (j) **“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;
- (k) **“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;

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

Where: -

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

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

Where: -

P_s = Points scored for price of bid under consideration
 P_t = Price of bid 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.

4.2 ***For the purpose of this tender points will be allocated in accordance with the specific goals as outlined in the Tender Document specification contained herein and must be supported by proof /documentation as stated therein.***

4.3 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.

5. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

5.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%?

ii) The name of the sub-contractor.....

.....
iii) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

iv) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2022:

Designated Group: An EME or QSE which is at last 51% owned by:	EME <input checked="" type="checkbox"/>	QSE <input checked="" type="checkbox"/>
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Co-operative owned by black people		
Black people who are military veterans		
OR		
Msunduzi EME		
Msunduzi Manufacturing Enterprise		
Location of a Business Enterprise		

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of company/firm.....

6.2 VAT registration number.....

6.3 Company registration number.....

6.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

6.6 COMPANY CLASSIFICATION

[TICK APPLICABLE BOX]

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional Service Provider
- ☐ Other Service Providers, e.g. transporter, etc.

6.7 MUNICIPAL INFORMATION

Municipality where business is situated.....

Registered Account Number:

Stand Number:

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 5.2, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser 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 purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES: 1..... 2.....

SIGNATURE(S) OF BIDDER(S)..... DATE:

ADDRESS:

.....

ANNEXURE "D"

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 1 OF 25/26

**MAINTENANCE AND SUPPORT OF THE EXISTING ENTERPRISE VMWARE SERVERS,
STORAGE AND BACKUP HARDWARE INFRASTRUCTURE AND THE SUPPLY, INSTALLATION,
UPGRADING AND COMMISSIONING OF NEW SOFTWARE AND HARDWARE AND ANNUAL
LICENCE RENEWALS**

TAX CLEARANCE CERTIFICATE

Tenderers are required to attach hereto a Valid Tax Clearance Certificate and a Tax Compliance Status Verification Pin issued by SARS as required in terms of Regulation 16 of the Preferential Procurement Regulations, 2001 for adjudication purposes.

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 1 OF 25/26

MAINTENANCE AND SUPPORT OF THE EXISTING ENTERPRISE VMWARE SERVERS,
STORAGE AND BACKUP HARDWARE INFRASTRUCTURE AND THE SUPPLY, INSTALLATION,
UPGRADING AND COMMISSIONING OF NEW SOFTWARE AND HARDWARE AND ANNUAL
LICENCE RENEWALS

CIPC REGISTRATION CERTIFICATE

Tenderers are required to attach hereto proof of registration with the Companies and Intellectual Property Commission (CIPC) for adjudication purposes.

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 1 OF 25/26

MAINTENANCE AND SUPPORT OF THE EXISTING ENTERPRISE VMWARE SERVERS,
STORAGE AND BACKUP HARDWARE INFRASTRUCTURE AND THE SUPPLY, INSTALLATION,
UPGRADING AND COMMISSIONING OF NEW SOFTWARE AND HARDWARE AND ANNUAL
LICENCE RENEWALS

CENTRAL SUPPLIER DATABASE (CSD)
REGISTRATION REPORT

Tenderers are required to attach hereto proof of registration with the Central Supplier Database (CSD).

A full Report is required for adjudication purposes.

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 1 OF 25/26

**MAINTENANCE AND SUPPORT OF THE EXISTING ENTERPRISE VMWARE SERVERS,
STORAGE AND BACKUP HARDWARE INFRASTRUCTURE AND THE SUPPLY, INSTALLATION,
UPGRADING AND COMMISSIONING OF NEW SOFTWARE AND HARDWARE AND ANNUAL
LICENCE RENEWALS**

COMPACT DISC (CD) OR USB-FLASH DRIVE

Tenderers are required to attach hereto a scanned copy of the completed tender document on either a Compact Disc (CD) or USB-Flash Drive for adjudication purposes.

The Compact Disc (CD) or USB-Flash Drive must be submitted in a sealed envelope and attached hereto.

SIGNED ON BEHALF OF THE SERVICE PROVIDER:

Name of Service Provider

Name of Signatory:

Capacity of Signatory:

Signature Date

All literature and attachments submitted must be securely attached to the tender. The Council shall not be held liable for any loss or damages sustained due to the Tenderer's failure to comply with this condition.