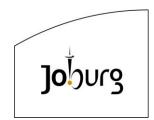


APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

#### **INDEX**

- 1. MBD1 Part A
  - 1.1 Invitation to Bid
  - 1.2 Advert
  - 1.3 Bidder information
  - 1.4 Joint Venture Certificate
  - 1.5 Consortium Certificate
  - 1.6 Subcontracting Certificate
  - 1.7 Partnership Certificate
- 2. MBD 1 Part B
  - 2.1 Important Notice
  - 2.2 Conditions of Bid
  - 2.3 Terms and Conditions of Bid Tax Compliance Requirements
  - 2.4 Tax Matters
  - 2.5 General Terms and Conditions of the Contract
- 3. Section 1
  - 3.1 Returnable Documents
  - 3.2 Pre-qualification Criteria
  - 3.3 Disqualification Criteria
  - 3.4 Conditions of Award
- 4. Section 2
  - 4.1 Bid specifications/terms of reference
  - 4.2 Form of Bid
  - 4.3 Proposal Price Adjustment



# APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

#### 5. Section 3

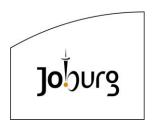
5.1	Invitation to bid	MBD 1
5.2	Price Adjustments -a non-firm prices subject	MBD 3.2
	to escalation	
5.3	Pricing Schedule (Professional Services)	MBD 3.3
5.4	Declaration of interest	MBD 4
5.5	Declaration for procurement above R10 million	MBD5
	(VAT included)	
5.6	Preference Points Claim Form	MBD 6.1
5.7	Declaration of Supply Chain Practices	MBD 8
5.8	Certificate of Independent Bid Determination	MBD 9
5.9	Declaration of municipal accounts	
5.10	Declaration for procurement above R10 Million	
	(VAT included)	MBD 5
5.11	Declaration in Terms of terms of Regulation 21(d)	MBD 10
	(ii) of the Municipal Finance Management	
	Act (NO.56OF 2003)	

## 6. Section 4

6.1 Technical data, omissions, variations and company details.

## 8. Section 5

8.1 Check list



APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

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MBD 1

## PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR [REQUIREMENTS] OF THE CITY OF JOHANNESBURG					
BID NUMBER:	A905	CLOSING DATE:	15 MARCH 2022	CLOSING TIME:	10:30AM
DESCRIPTION	PLANNIN	NG AND PRIORITISA	EVICE PROVIDER TO ATION SYSTEM WITH M RG FOR A PERIOD OF	IAINTENANCE AND	
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT:					

GROUND FLOOR, METROPOLITAN CENTRE

158 CIVIC BOULEVARD

BRAAMFONTEIN, JOHANNESBURG.

## **COMPULSORY BRIEFING SESSION**

There will be a compulsory online briefing session, via Microsoft Teams. Interested bidders are required to register at the following email address SifisoMh@joburg.org.za, up to twenty-four (24) hours prior to the date of the compulsory online briefing session.

DATE: 15 FEBRUARY 2022

TIME: 10:00 AM

SUPPLIER INFORMA	ATION		
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE	CODE	NUMBER	
NUMBER			





CELLPHONE					
NUMBER					
FACSIMILE	CODE				
NUMBER				NUMBER	
		1			
E-MAIL ADDRESS					
VAT					
REGISTRATION					
NUMBER					
TAX COMPLIANCE	TCS PIN				
STATUS	:		OR	CSD No:	
B-BBEE STATUS					
LEVEL			B-BE	REE	
VERIFICATION				TUS	
CERTIFICATE					
[TICK APPLICABLE	Yes		LEV		
BOX]			SWO		☐Yes
	□No		AFF	IDAVIT	
					□ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs)					
MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					



APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

ARE YOU A **FOREIGN** ARE YOU THE ACCREDITED BASED REPRESENTATIVE SUPPLIER IN SOUTH AFRICA FOR THE FOR THE GOODS GOODS  $\square$ No Yes /SERVICES □Yes □No /SERVICES /WORKS /WORKS [IF YES, ANSWER PART B:3 OFFERED? [IF YES ENCLOSE PROOF] OFFERED? TOTAL NUMBER OF **ITEMS** TOTAL BID **OFFERED PRICE** R SIGNATURE OF **BIDDER** DATE **CAPACITY UNDER** WHICH THIS BID IS **SIGNED** BIDDING PROCEDURE ENQUIRIES MAY BE TECHNICAL INFORMATION MAY BE **DIRECTED TO: DIRECTED TO: DEPARTMENT** CONTACT **PERSON** MR. SIFISO MHLONGO **DEVELOPMENT PLANNING CONTACT TELEPHONE** MR. SIFISO MHLONGO **PERSON NUMBER FACSIMILE** E-MAIL Sifisomh@joburg.org.za **NUMBER ADDRESS** Sifisomh@joburg.org.za E-MAIL ADDRESS



APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

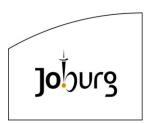
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#### **CITY OF JOHANNESBURG**

### **Proposals are invited for:**

PROPOSAL	DESCRIPTION	COMPULSORY BRIEFING SESSION DATE & TIME	COMPULSORY BRIEFING SESSION VENUE	TECHNICAL ENQUIRIES	TENDER DOCUMENT	CLOSING DATE & TIME	EVALUATION CRITERIA
A905	APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS	15 FEBRUARY 2022 10:00 AM	There will be a compulsory online briefing session, via Microsoft Teams. Interested bidders are required to register at the following email address SifisoMh@joburg.org.za , up to twenty-four (24) hours prior to the date of the compulsory online briefing session.	Mr. Sifiso Mhlongo Email: Sifisomh@joburg. org.za	Can be Downloaded for free from:  www.joburg.org.za and www.etenders.gov. za	15 March 2022 10:30 AM	FUNCTIONALITY AND 80/20 POINT SYSTEM

- Bids will be evaluated in terms of the above stipulated preference point system in line with Preferential Procurement Regulations 2017.
- Bidders are required to, together with their Bids/Proposals submit original and valid BBB-EE Status Level Verification Certificates or certified copies thereof to substantiate their BBB-EE rating claims. Bidders who do not submit their BBB-EE Status Level Verification Certificates will not be disqualified from the bidding process however they will score zero (0) out of maximum points allocated respectively for BBB-EE.
- Copies of the abovementioned Bids/Proposal will be available from 04 February 2022 and can be downloaded on the National Treasury website at <a href="www.etenders.gov.za">www.etenders.gov.za</a> or from the City of Johannesburg's website as <a href="www.joburg.org.za">www.joburg.org.za</a> →tender documents
- BID/PROPOSAL SUBMISSIONS MUST BE IN THE ORIGINAL, AND MUST INCLUDE ALL INFORMATION AS REQUESTED IN THE BID/PROPOSAL DOCUMENT
- Sealed Bids/Proposals marked with the Bid/Proposal number and addressed to the Municipal Manager, City of Johannesburg must be deposited in to tender box at the main entrance, ground floor, Main Administration Building, Metropolitan Centre, 158 Civic Boulevard, Braamfontein not later than 10:30am on the closing date stated above.



## APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

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- ANY BID/PROPOSAL RECEIVED AFTER 10:30 AM WILL NOT BE ACCEPTED.
- The prescribed reading of Bidders names will commence in public in the vestibule (Main Entrance) Ground Floor Main Admin Building, Metropolitan Centre.
- NO TELEGRAPHIC, TELEPHONIC, E-MAIL AND FACSIMILE BIDS/PROPOSALS WILL BE ACCEPTED
- In response to the Covid-19 principles of social distancing, The Tender Box is located on the walkthrough section of the Building and as such bidders do not require to enter the Main building to submit their Bids in the Tenders Box.
- Should Bidders wish to enter the main building, they shall do so only after complying with the City's Covid-19 measures, i.e. (temperature reading, sanitization, screening etc.)
- In keeping with the requirement for social and physical distancing, and to avoid congestion, bidders or their representatives will be required to queue, one Metre apart, and wait for the turn to deposit bid documents. Due to the foregoing requirement, bidders or their representatives may experience delays and should therefore plan and give themselves sufficient time to submit bids, in order to avoid missing the stipulated bid closing times. The City will not be liable for failure to deposit bids within the stipulated times, even if the bidders or their representatives were already on the queue before closing time.

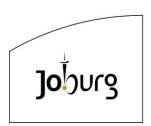
NB: It is the prospective bidders' responsibility to obtain documents in time so as to ensure responses reach the City of Johannesburg timeously.

The City of Johannesburg reserves the right to cancel or withdraw any item published on this day.

CITY MANAGER

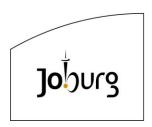
ADVERT NO ADVERTISE IN:

The Citizen
The Sowetan
The Business Day
The Beeld



BUSINESS STRUCTURE		
Individual		
Joint Venture		
Company		
Consortium		
Sub – Contractor		
Other		
	If individual	
Name of Bidder		
Contact Person		
Registration number		
Vat number		
CIDB number		
CSD registration		
number		
Business Address		
[not postal address]		

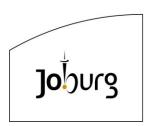
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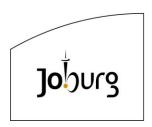
**BID NO: A905** 

Telephone			
Facsimile/Email			
address			
	COMPANY		
Name of Bidder			
Contact Person			
Registration number			
Vat number			
CIDB number			
CSD registration			
number			
Business address [not			
postal address]			
Telephone			
Facsimile/fax			
E mail			
If Joint Venture			
Name of Bidder			



Contact Person	
Registration number	
Vat number	
CIDB number	
CSD registration	
number	
Business address	
[not postal address]	
Telephone	
Facsimile/fax	
E mail	
	If consortium
Name of Bidder	
Contact Person	
Registration number	
Vat number	
Business address	
[not postal address]	

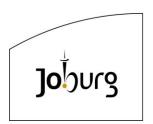
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**BID NO: A905** 

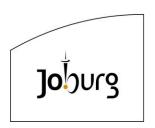
Telephone		
Facsimile/fax		
E mail		
	If subcontracting	
Name of Sub-contractor		
Contact Person		
Registration number		
Vat number		
CIDB registration		
CSD registration number		
Business address		
[not postal address]		
Telephone		
Facsimile/fax		
E mail		
If other		



Initial

**BID NO: A905** 

Name of Bidder	
Contact Person	
Registration number	
Vat number	
CIDB number	
CSD registration	
number	
Hamber	
Business address	
[not postal address]	
Telephone	
Facsimile/fax	
E mail	
	MUNICIPAL DETAILS
	MONOFAL DETAILS
SUPPLIER NUMBER [if	
applicable]	
applicabioj	



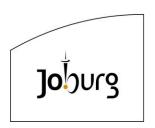
<b>APPOINTMENT OF</b>	A SERVIC	E PRO	VIDER TO RENDE	R CAPI	TAL BUDGE	TING	PLAN	INING A	AND
PRIORITISATION	SYSTEM	WITH	MAINTENANCE	AND	SUPPORT	TO	THE	CITY	OF
JOHANNESBURG	FOR A PE	RIOD O	F THREE (03) YEA	ARS					

## JOINT VENTURE CERTIFICATE

We,	the	undersigned	member	firm	ns	in	the	Joint	Venture
			[Name	of	the	Joint	Venture],	hereby	authorize
Mr./Ms	S			to s	sign	this b	id docume	ent as w	ell as any
contra	ct resulti	ng from this Bid n	umber				and an	y other o	documents
and co	orrespon	dence in connect	ion with this B	id an	nd /	or con	tract for ar	nd on be	half of the
Joint V	enture.								

NAME OF THE FIRM	REPRESENTATIVE OF THE FIRM	DESIGNATION OF THE REPRESENTATIVE OF THE FIRM	SIGNATURE

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<b>APPOINTMENT OF</b>	A SERVIC	E PRO	/IDER TO RENDEI	R CAPI	TAL BUDGE	TING	PLAN	INING A	AND
PRIORITISATION	SYSTEM	WITH	MAINTENANCE	AND	SUPPORT	TO	THE	CITY	OF
<b>JOHANNESBURG</b>	FOR A PE	RIOD O	F THREE (03) YE	ARS					

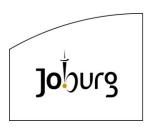
NOTE: Copy of the Joint Venture Agreement must be attached to this Joint Venture Certificate indicating the percentage contribution of each firm to the Joint Venture and the allocation responsibilities.

## **CONSORTIUM CERTIFICATE**

We, the undersigned consortium p	partners, hereby	
authorize	_[Name of entity] to ac	ct as lead consortium partner and
further authorize Mr./Ms		to sign this offer as well as any
contract resulting from this Bid nur	mber	and any other documents
and correspondence in connectior	n with this Bid	
and / or contract for and on behal	f of the consortium.	

CONSORTIUM	FULL	NAME	OF	PARTICIPATION	SIGNATURE
PARTNER	CONSOR	TIUM MEME	BER	%	

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<b>APPOINTMENT OF</b>	A SERVIC	E PRO	/IDER TO RENDEI	R CAPI	TAL BUDGE	TING	PLAN	INING .	AND
PRIORITISATION	SYSTEM	WITH	<b>MAINTENANCE</b>	AND	SUPPORT	TO	THE	CITY	OF
JOHANNESBURG	FOR A PE	RIOD O	F THREE (03) YE	ARS					

NOTE: Copy of the Consortium Agreement must be attached to this Consortium Certificate indicating the allocation of responsibilities of consortium partner to the Consortium.

## SUBCONTRACTING CERTIFICATE

I/We, the undersigned bidder undertakes to subcontract \_\_\_\_\_\_\_% of the total bidding value to the below subcontractor/s.

NAME OF	CONTACT	% TO BE	% TO BE	SIGNATURE
SUBCONTRACTOR	MEMBER OF	SUBCONTRACTED	SUBCONTRACTED	
	THE SUB		TO OWN	
	CONTRACTOR		SUBSIDIARIES	

NOTE: Copy of the Subcontract Agreement must be attached indicating the allocation of responsibilities of each subcontractor. Subcontracting of the work to the bidder's own subsidiaries must be declared.

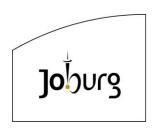
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APPOINTMENT OF A SERVICE PROVIDER T PRIORITISATION SYSTEM WITH MAINT	TENANCE AND SU	
JOHANNESBURG FOR A PERIOD OF THRE	EE (03) YEARS	
PARTNERSHIP CERTIFICATE		
We, the undersigned partners in the busine	ess trading as	
•	rize Mr/Ms	
to sign this bid as well as any contract resu	ulting from the bid an	d any other documents and
correspondence in connection with this bid	d and /or contract for	and on behalf of the
abovementioned partnership.		
NAME OF PARTNER	IDENTITY NO.	SIGNATURE

NOTE: Copy of the Partnership Agreement must be attached to this Partnership indicating the allocation of responsibilities of each firm partner to the Partnership.

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APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

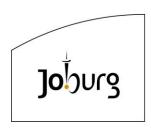
#### **PART B**

#### 1. IMPORTANT NOTICE

A bidder is required to take notice of the following in the preparation and submission of this Bid. THIS IMPORTANT NOTICE APPLIES TO THE BID AS A WHOLE AND MUST BE READ AS PART OF EVERY SECTION AND ANNEXURE TO THIS BID DOCUMENT.

- 1.1 The bidder must read this bid document diligently and where possible take advice or refer to the relevant legislation and regulation applicable to procurement.
- 1.2 The bid document must be completed in black ink and in full, correctly and truthfully. Provided that it's not relevant to the bidder, it must be marked "N/A."
- 1.3 Bid documents must be sealed when submitted. The submission must be at the correct address as it reads from this bid document on or before the closing date and before the closing time. The correct time to be used will be Telkom time. No submission shall be accepted other than the manner described in this paragraph.
- 1.4 Information requested must be provided. Such information must be genuine. Should information be a copy of the original, such copy must be commissioned as the true copy of the original in terms of the relevant laws.
- 1.5 Documents requested [including those under "returnable documents" under specifications/terms of reference] must be attached at the end of that particular annexure requesting such information. Should the information exceed the provided space, an addendum must be attached at the end of that particular annexure requesting such information.
- 1.6 Any requirement for signature must be signed at the appropriate space provided. It shall be deemed that the signatory is the bidder or a duly authorized person of the bidder.
- 1.7 Briefing session must be attended if compulsory. If not, the municipality highly recommends that they be attended.





APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

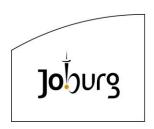
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- 1.8 Error/s made must be scratched and signed next to the error by the same person who signs the bid document. Therefore, no tipex allowed. In addition, error/s made and relating to price must be accompanied by a letter [in the bidder's letterhead] pointing out the error made and acknowledging that it is his or her signature and was signed by the bidder for reasons of correcting the error.
- 1.9 In the event that the bidder:
  - 1.9.1 fails to complete fully this bid document or to provide the information requested, or to sign the bid at the appropriate spaces provided or next to errors, his/her/ its bid may be rejected due to non-compliance or being invalid.
  - 1.9.2 is found to be a role player or commits criminal act/s including fraud, price rigging, corruption, collusion, or forgery, the bidder shall be rejected. In the case of an award already made, the award or contract shall be terminated.
  - 1.9.3 or any of its directors or those of the subcontractor or partner:
    - 1.9.3.1 owe municipal charges and is in arrears for more than three months,
    - 1.9.3.2 had during the last five years failed to perform satisfactory on previous contract with municipality or municipal entity or organ of the state after written notice given to perform satisfactorily;
    - 1.9.3.3 abused the supply chain management of the municipality or municipal entity or committed an improper conduct; and
    - 1.9.3.4 has been listed in the register of tender defaulters, and
    - 1.9.3.5 if you are in the service of the state.

## THE BID MAY BE REJECTED

1.10 Any steps taken because the bidder has failed to comply as provided in terms of this important notice or breached terms and condition of the bid, shall not prevent the municipality from taking any steps available in law in addition to the remedies taken because of none compliance or breach.





PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND

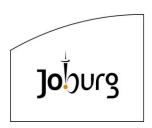
1.11 Failure to take note of the advises and recommendations made under this important notice, it shall be at his/her/its own risk.

1.12 Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly indicate either "Comply/Accept (with a □)" or "Do not comply/Do not accept (with an X)" where required in this bid document. Where necessary, the bidder shall substantiate their response to a specific question.

#### 2 CONDITIONS OF BID

- 2.1 The bidder must read the specifications/Terms of Reference, important notice, the conditions of the bid, the general conditions diligently. It is advised that the bidder takes relevant advice on all the matters relating to the bid and any relevant legislation that impacts on public procurement ignorance is and will not be an excuse.
- 2.2 Bid documents must be collected at the stipulated address, date and time as advertised. Or be downloaded from the appropriate internet address.
- 2.3 No bid will be accepted from persons <u>in the service of the state</u> as it is defined in the Municipal Finance Management Act and Regulations.
- 2.4 The bid terms and conditions remain binding to the bidder for the duration of the validity period or any other extended period.
- 2.5 A consideration of this bid is subject to the preferential laws and policies including those relating to BBBEE, Preferential Procurement Policy Framework Act 5 of 2000 and its Regulations as amended, local content, subcontracting and commissioning of documents. Specifically, and not solely:
  - 2.5.1 relating to economic transformation;
  - 2.5.2 that the tender may not necessarily be awarded to the bidder with the highest point;

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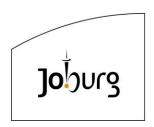
PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND

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- 2.5.3 about price scoring on **90/10** or **80/20**;
- 2.5.4 about historically disadvantaged individuals [HDI] South African citizens. That a person who obtains SA citizenship after the Interim Constitution came into effect is <u>NOT</u> considered an HDI; and
- 2.5.5 Subcontracting and local content.
- 2.5.5.1 Main contractors/ suppliers are discouraged from subcontracting with their subsidiary companies as this may be interpreted as subcontracting with themselves and / or using their subsidiaries for fronting. Where primary contractor subcontracts with a subsidiary this must be declared in tender documents.
- 2.6 The bidder is prohibited from participating in any form of price manipulation or bid rigging including those in MBD 9. If found, the bidder will be disqualified, or award be terminated
- 2.7 Bid documents will be opened after the closing time and all bidders and their prices published in the municipality's website
- 2.8 Negotiations will only be conducted with selected bidder/s.
- 2.9 The bid award shall be published in the municipal websites.
- 2.101 An award may be made to more than one bidder.
- 2.112 If considered necessary, the municipality reserves the right to visit the bidder's place of business and/or its customers.
- 2.12 The specifications are the copyright of the municipality.
- 2.13 The municipality reserves the right to cancel the requests for bids at any time or stage before the award or not to accept any bid.
- 2.14 Should it be found that the bidder has not been truthful and/or dishonest, then municipality shall cancel the award and negotiate with the next best bidder.
- 2.15 Any material submitted by the bidder which it considers confidential must be marked as such by the bidder.





APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

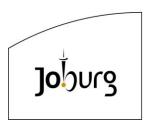
- 2.16 Any dispute arising out of or relating to the bid must first be referred to the Accounting Officer for resolution. Such resolution to be made within 60 days of referral.
- 2.17 The tender may be divisible and be awarded to more than one bidder.

## TERMS AND CONDITIONS FOR BIDDING [ Part B – Tax Compliance Requirements]

- 3.1 Bidders must ensure compliance with their tax obligations.
- 3.2 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.
- 3.3 Application for the tax compliance certificate (TCC) or pin may also be made via efiling. In order to use this provision, taxpayers will need to register with Sars as efilers through the website www.sars.gov.za.
- 3.4 Foreign suppliers must complete the pre-award questionnaire in 3.7 below.
- 3.5 Bidders may also submit a printed TCC certificate together with the Bid. .In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCC certificate / pin / and CSD number.
- 3.6 Where no TCC is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.
- 3.7 If the answer is "no" to all of the below, 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 3.3 above.

Question	Yes	No
Is the entity a resident of the republic of South Africa		
(RSA)?		
Does the entity have a branch in the RSA?		
Does the entity have a permanent establishment in the		
RSA?		

Initial	



APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

Does the entity have any source of income in the RSA?	
Is the entity liable in the RSA for any form of taxation?	

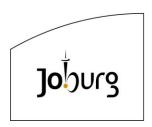
#### 4. TAX MATTERS

Initial

It is a condition of bid that the taxes of the successful bidder must be in order as at the date of award, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations as at the the date of award. The annexure must be read in conjunction with the important notice.

- 4.1 The bidder must submit the tax compliance status PIN/ CSD in order to enable verification of the tax status of the bidder.
- 4.2 The bidder, upon being called to, must submit a valid Tax Clearance Certificate issued by any SARS branch office in order to determine tax compliance. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 4.3 The tax affairs of the bidder, as at the date of award, must be tax compliant.
- 4.4 Provided that the bid has Consortia / Joint Ventures / Sub-contractors involved, the conditions in 4.2 and 4.3 above equally apply to each member of the Consortia/Joint Ventures /Sub contractor.

Signature	Date
Capacity	Name of Bidder



APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

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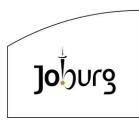
#### 5. GENERAL TERMS AND CONDITIONS OF THE CONTRACT

- a) In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.
- b) The General Conditions of Contract will form part of all bid documents and may not be amended.
- c) Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.
- d) Wherever the following words appear, they will have interchangeable meaning: "purchaser" refers to the "municipality" and "supplier" refers to the "bidder".

#### **Definitions**

- 1. The following terms shall be interpreted as indicated:
- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.





PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

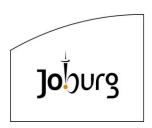
APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND

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1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission)



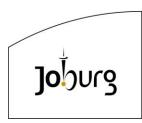


APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

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





APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

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### 2. Application

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

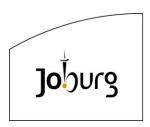
#### 3. General

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

## 4. Standards

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





PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND

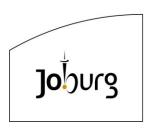
### 5. Use of contract documents and information; inspection.

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

#### 6. Patent rights

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





APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

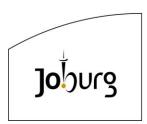
### 7. Performance security

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

## 8. <u>Inspections, tests and analysis</u>

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



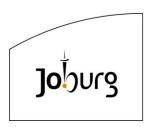


APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

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- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to Cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.





APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

### 9. Packing

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

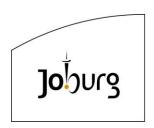
#### 10. <u>Delivery and documents</u>

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

## 11 <u>Insurance</u>

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





APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

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### 12. Transportation

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

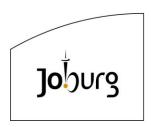
#### 13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
  - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract;

and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

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APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

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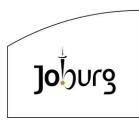
#### 14. Spare parts

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

## 15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract.
  - The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.





APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

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

- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

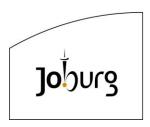
## 16. Payment

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

## 17. Prices

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





APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

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#### 18. Contract amendments

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

#### 19. Assignment

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

## 20. Subcontracts

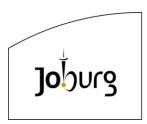
20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

## 21. <u>Delays in the supplier's performance</u>

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

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





APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

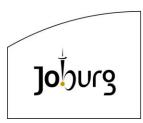
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- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

#### 22. Penalties

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



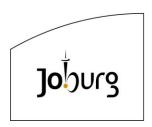


APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

### 23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2:
  - (b) if the supplier fails to perform any other obligation(s) under the contract; if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or





APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

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exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
  - (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

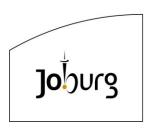
These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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

## 24. <u>Anti-dumping and countervailing duties and rights</u>

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or antidumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase.





APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

#### 25. Force Majeure

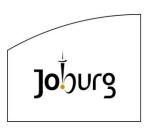
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

#### 26. Termination for insolvency

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

#### 27. <u>Settlement of Disputes</u>



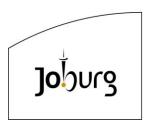


APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

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- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
  - (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
  - (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.





APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

29. Governing language

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

30. Applicable law

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

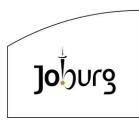
#### 31. Notices

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

#### 32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.





APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

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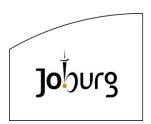
32.3 No contract shall be awarded to any bidder whose tax matters are not in order. A tax clearance certificate must be submitted and if a copy, such must be certified as the true copy of the original. Revenue Services.

- 33. National Industrial Participation (NIP) Programme
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

#### 34. Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s)for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



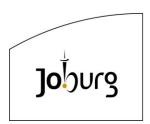


APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

#### **SECTION 1**

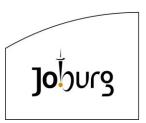
1.1	RETURNABLE DOCUMENTS	Attached
	All proposals must be submitted with the following returnable	
	documents [ make a tick]:	
1.1.1	Valid B-BBEE accreditation certificate or certified copy issued by verification agencies accredited by SANAS; affidavit issued by SAPS or Commissioner of Oath.	
1.1.2	Valid one-time pin (OTP) for tender issued by South African Revenue	
	Services (SARS). Each Joint Venture member should submit own OTP.	
1.1.3	Recent Municipal rates and taxes for company and all directors not in arrears for more than 90 days or an affidavit or lease agreement not older than three (3) months (if in arrears must provide proof of acknowledgement to debt the account with the relevant Municipal Revenue Department).	
1.1.4	Completed and signed MBD forms 1, 3.2, 3.3, 4, 6.1, 8 & 9.	
1.1.5	Curriculum Vitae and certified copies of proof of qualifications and professional registration of the project team (where applicable) assigned to the project as outlined in "Minimum Competencies and Qualifications".	
1.1.6	Total cost breakdown according to the project inclusive of VAT.	
1.1.7	Fully completed and signed form of bid.	
1.1.8	Fully completed and signed declaration of State of Municipal Account.	
1.1.9	Proof of registration on the National Treasury Central Supplier	
	Database or copy of CSD report or M-AAA number.	
1.1.10	List of similar projects/contracts and letters with contactable references	
	on a company letter awarded the contract.	
1.1.11	Company registration.	
1.1.12	Complete the City of Joburg pricing schedule in full and attach a signed quotation on company letter head.	





1.1.13	Project plan covering scope of work, deliverables and milestones as	
	outlined in 7.1.	
1.1.24	Company profile.	
1.1.15	Valid and Verified B-BBEE Certificate (In case of JV'S Companies are	
	required to submit consolidated joint certificates verified by SANAS for	
	this project).	
1.1.16	Joint Venture agreements, where applicable.	
1.1.17	Audited financial statements for the preceding 3 years and or	
	independently reviewed financial statements.	
1.1.18	Implementation Plan must be updated and agreed with the City within	
	14 days of the service provider being issued with an appointment letter	
	by the City.	
1.1.19	Proposed system architectures (software, web interface, database)	
	using an appropriate, detailed schematic Diagram.	
1.1,20	Live demonstration of a similar system.	
1.2	SPECIAL CONDITIONS	
1.2.1	An SLA, the terms and conditions of which will be finalised with the pro-	
	shall be concluded as soon as possible after award of the contract ar	
	commences or any payment is done. The service provider must be ab	le to work with
	other CoJ service providers.	
1.2.2	The CoJ reserves the right to accept the bid in whole or in part. The p	•
	submitted along with a completed Tender Form (including pricing sched	
1.2.3	Bidders are required to include all costing activities against each item v	•
	their prices on the pricing schedule. (The intention is for the Bidde	r to provide a
	complete pricing including branding, licencing etc.)	
1.2.4	Please note that there shall be no upfront payment.	



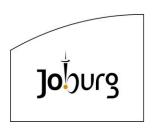


APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

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Failure to attend compulsory briefing session.
Failure to fully complete and sign the form of bid.
Failure to fully complete the City of Joburg pricing schedule in full and attach a signed
quotation on company letter head.
Failure to provide the professional body registrations for the project team members as
contained in with the "minimum Competencies and Qualifications" in these bid.
CONDITIONS OF AWARD
Notwithstanding the suppliers' proposal being recommended for award, an award shall not be made to a supplier whose:
12.1. A supplier whose tax matters are not in order, as confirmed in terms of the
National Treasury's Centralized Supplier Database (CSD) and the SARS.
Municipal Rates and Taxes of the bidder and that of its Directors is in arrears for more
than 90 days and there are no arrangements made with the relevant Municipality.
Directors and Principal members are in the Service of the State as defined in Regulation
1, of the Municipal Supply Chain Management Regulations.
Name of the bidder or that of its directors appear on the National Treasury's database
of Restricted Suppliers.
JOINT VENTURES/CONSORTIUMS
Bidders may enter into joint venture/consortium agreements in respect of this proposal.
The agreements will only be considered where each party's role and share are clearly
stated and where these signed agreements are attached to the submission. Expertise
must also be clearly demonstrated in areas which each party will be providing services.
Documents outlined in section 'Returnable Documents' must be submitted for all
parties.





APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

## **SECTION 1**

#### 1 INTRODUCTION

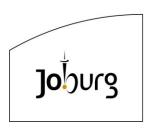
The City of Johannesburg is compelled to have a spatially based, mSCOA compliant capital budget for the Medium-Term Expenditure Framework (MTEF) by the Municipal Finance Management Act 2003 (MFMA Act No 23 of 2003) read together with mSCOA regulations. The City relies on capital budgeting planning and prioritisation system to draw up a capital budget that accurately and comprehensively predict the future status of the City's cash flow taking into consideration the strategic direction of the municipality, backlogs, technical reports, the community, the councillors etc.

The future spatial vision for the CoJ is based on an economically and socially transformed city that is more sustainable, resilient and liveable. A critical aspect of IDP formulation process is the public participation process from which a number of projects are identified by communities as well as interested or affected parties. However, such projects cannot be implemented promptly due to capped budget per medium term. Economically this means that the city need to prioritise projects based on its capped budget.

#### 2. PURPOSE OF THESE TERMS OF REFERENCE

The City of Johannesburg would like to invite suitable, qualified bidders to submit proposals to provide a customisable capital budget planning and prioritisation system for the City of Johannesburg. The system will not replace any financial or spatial systems (where applicable; current and future) of each department or entity, but rather act as a central point of access for integrating financial and spatial data across the organisation.





APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

#### 3. BACKGROUND

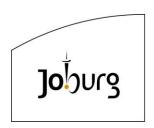
The City of Johannesburg Metropolitan Municipality (CoJ) requires a mature and proven, spatially based project data-base and integrated budgeting system. This system must enable the CoJ to log and register all capital project needs as part of a project preparation process; to dynamically prioritise capital needs in line with the CoJ's needs and requirements; to obtain optimal benefit from the capital budget by fitting the prioritised and committed capital needs into a multi-faceted municipal budget; to report on all capital needs in line with the Municipal Standard Chart of Accounts (mSCOA) requirements as set out by National Treasury; to report on the economic and socio-economic impact of the prioritised capital book; and to seamlessly integrate with the municipality's financial system for the purpose of exchanging information while making sure that project implementation is in line with the CoJ's spatial vision.

The CoJ must be able to use this system as part of the preparation of the Integrated Development Plan (IDP), the Capital Investment Framework (CIF), Service Delivery Budget Implementation Plan (SDBIP) as well as its Built Environment Performance Plan (BEPP). The proposed capital project priorities and budget needs must be represented in a way that makes it easy for the Executive Management of the CoJ to understand, interpret and evaluate it as part of the annual IDP process. The system must support the CoJ in the process of aligning its planning, inter-departmentally as well as organisationally.

#### 4. SCOPE AND DELIVERABLES

Functionality lists are given below for the "Capital Budget Planning and Prioritisation System" covered by these ToR.





PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND

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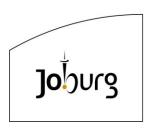
### 4.1. Compliance: legislative reporting requirements

The **SA36** and **SA6** as attached provides the scope of the Municipality's draft capital budget. They are required by the National Treasury as per the MFMA.

These two documents provides the capital projects linked to strategic objectives, hence the system should allow for a model that:

- 4.1.1. allows participation, be transparent and accountable
- 4.1.2. can be scalable, adaptable and flexible
- 4.1.3. accommodates strategies, projects, programmes and portfolios
- 4.1.4. is compliant to laws, regulations and policies applicable to the municipality
  - 4.1.4.1. The Protection of Personal Information Act 2013
  - 4.1.4.2. The Spatial Data Infrastructure Act 2003
  - 4.1.4.3. The Municipal Systems Act of 2000
  - 4.1.4.4. Municipal Finance Management Act 2003
  - 4.1.4.5. Promotion of Access to Information Act 2000
  - 4.1.4.6. Electronic Communications and Transaction Act 2002
  - 4.1.4.7. Any City of Johannesburg ICT Policies and procedures (available from the CoJ IT Department)
- 4.1.5. mSCOA compliant
- 4.1.6. evaluates different types of infrastructure based on their "global" alignment with organizational priorities but also on their own individual merits
- 4.1.7. allows for evidence based tracking, monitoring and evaluation
- 4.1.8. the system password must be set to change within every 30 days
- 4.1.9. the system must generate audit logs for tracking and tracing purposes





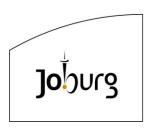
APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

4.2. Prioritisation: Weight allocations and scenario testing as guided by COJ's objectives

The prioritization by the capital budget planning & prioritization system must use multiple scenario analyses including the following criteria:

- 4.2.1. Overarching goals / objectives of the organisation
- 4.2.2. Structured in the form of a "decision-tree"
- 4.2.3. Goals and objectives concept be Qualitative and Quantitative
- 4.2.4. Spatial and financial
- 4.2.5. The capital budget must be prioritized using balanced and equitable budget allocations
- 4.2.6. Fitting the needs into a stratified and multi-dimensional budget
- 4.2.7. Understanding the implication of specific budget decisions by exploring alternatives
- 4.2.8. Financial modelling: revenue and expenditure; project integration, value for money
- 4.2.9. System provides budget fit proposal as first pass by utilising a filtering system
- 4.2.10. Make negotiated budget amendments
- 4.2.11. Allows for the "What if? Scenario development and testing"
- 4.2.12. Results in a capital works plan for the municipality
- 4.2.13. Social impact analysis of the capital budget e.g. Livability Index.





PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND

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## 4.3. Reporting

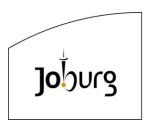
## The system must allow for the following Reporting and Tracking amongst other:

- 4.3.1. Export projects; programme and portfolio reports (e.g. progress, cashflow, and milestone, etc.) in different formats (to name a few MS Office applications, cvs, dgw, shapefiles and pdf)
- 4.3.2. SDBIP Project schedule and cash-flow projections.
- 4.3.3. Evidence-based expenditure and physical progress monitoring and evaluationuploading of documents, photos to name a few.
- 4.3.4. Export Standardised National Treasury reports (Excel-based) such as SA36 (Detailed project list)
- 4.3.5. mSCOA data-string including but not limited to function, project, asset, cost, regional, ward and fund segments.
- 4.3.6. Spatial Map reporting and importing of GIS layers
- 4.3.7. Profile system activities

#### 4.4. Systems Management

- 4.4.1. GIS interface
- 4.4.2. Integration with current systems(SAP, iRIS and MS Office applications)
- 4.4.3. The system must be up to date
- 4.4.4. The system must be backed up and recoverable
- 4.4.5. The system must be upgraded to the latest version
- 4.4.6. The system must be fully licensed by the service provider
- 4.4.7. The system must be monitored, maintained and supported 24/7





APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

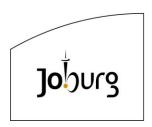
- 4.4.8. The system must be secured
- 4.4.9. Access must be limited to CoJ designated users
- 4.4.10. All rights to system data must belong to the city
- 4.4.11. All data must be in a usable format
- 4.4.12. All data captured and processed by the system must sync with CoJ internal servers on real time

#### 4.5. CBPPS: Technical

The system must:

- 4.5.1. Be web based and compatible to all web browsers (not limited to internet explorer)
- 4.5.2. Have a web-based GIS interface where different layers of data can be shown, overlain, and metadata viewed.
- 4.5.3. Must be able to run all operating systems (not limited to Microsoft windows)
- 4.5.4. Must be able to run on all latest versions of operating systems
- 4.5.5. The system must have an electronic form to capture projects
- 4.5.6. Capture projects, programmes and portfolios as per CoJ format
- 4.5.7. System must have a data base which must be SQL latest version
- 4.5.8. Allow Municipal Entities to access the Capital Budget system (role based)
- 4.5.9. Allow Access to the system by Departments from the COJ
- 4.5.10. Manage grouping of projects, programmes and portfolios
- 4.5.11. Calculate CAPEX and OPEX on projects, programmes and portfolios





APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

- 4.5.12. Have user accounts management
- 4.5.13. Project Maturity at different phases (project management)
- 4.5.14. Prevent duplication of already existing projects, programmes and portfolios
- 4.5.15. Do budget fitting (ensuring that projects fit to the allocated budget and not go over creating overspending)
- 4.5.16. The system must have a search engine
- 4.5.17. Be able to project 20 years budget
- 4.5.18. Allow for seamless migration of previous data to the new system
- 4.5.19. The system must be customisable to COJ user requirements.
- 4.5.20. The system must have interface with SAP HANA; GIS and all other identified CoJ systems

#### 4.6. Data and System Security

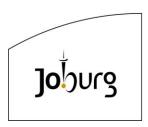
The systems must comply with industry best practice regarding data and system security. The system must protect the integrity of the data and from malicious attacks (e.g. hacking).

- 4.6.1 The system must be hosted behind a firewall
- 4.6.2 The system must be anti-virus protected
- 4.6.3 The system must hosted in a protected and monitored environment 24/7
- 4.6.4 All changes to the system must be approved by the CoJ designated representative prior to being effected.

## 4.7. Infrastructure and architecture design requirements

- 4.7.1. Design: the systems must be tiered of nature which will have the following;
  - 4.7.1.1. Internal focus (O/S, Application and Data)





PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND

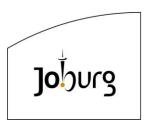
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- 4.7.1.2. External Focus (Web Services, O/S, Application). Please take note that the Data component will be placed internally behind our firewalls
- 4.7.2. Architecture layout should make provision for the following SDLC environments;
  - 4.7.2.1. High Availability
  - 4.7.2.2. Archive
  - 4.7.2.3. Backup
  - 4.7.2.4. Disaster Recovery
  - 4.7.2.5. Production
- 4.7.3. The infrastructure and storage environments are currently running in a virtualised environment and all systems should be cloud enabled.

#### 4.8. Maintenance and support

- 4.8.1. The service provider must provide a maintenance and support for the duration of the contract.
- 4.8.2. Constant upgrading of the system
- 4.8.3. Updates and patching
- 4.8.4. The system must be upgraded to the latest version
- 4.8.5. The system must be fully licensed by the service provider
- 4.8.6. The system must be monitored, maintained and supported 24/7
- 4.8.7. New reports development, scenario, analysis and evaluation





APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

#### 4.9. System Users:

4.9.1. The Bidder must provide access to the following:

4.9.1.1. Super user = 4

4.9.1.2. Administrator = 4

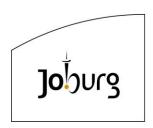
4.9.1.3. Total number of users is not expected to exceed 300

#### 5. PRICING SCHEDULE

The CoJ reserves the right to accept the tender in whole or in part. The pricing must be submitted along with a completed Tender Form (including Pricing Schedule).

ITEM	UNIT	QUANTITY	RATE	AMOUNT	AMOUNT	AMOUNT	TOTAL
				FOR	FOR	FOR	AMOUNT
				YEAR 1	YEAR 2	YEAR 3	
Administrators training	Numbers	15					
(issue certificates)	of						
	administra						
	tors						
Capital budget planning	months	35					
and prioritisation							
services (from the day							
the system is handed							
over to the city to the							
last day of the contract)							
Maintenance & Support	months	35					
(from the day the							
system is handed over							
to the city to the last day							
of the contract)							

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APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

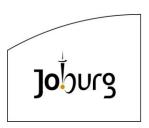
#### 6. MINIMUM COMPETENCIES AND QUALIFICATIONS

- 6.1. The bidder (company or consortium) must have successfully completed a minimum of two 2 enterprise projects of a similar nature with verifiable references within the borders of South Africa, and within the past ten (10) years.
- 6.2. The bidder must have a project team comprising of the following appropriate skills, experience and capacity
  - 6.2.1. GIS expert with minimum 5 years relevant experience and registered as a Technician, Technologist or Professional with the South African Geomatics Council.
  - 6.2.2. With minimum National Diploma in Town Planning and 5 years' relevant experience.
  - 6.2.3. With minimum Bachelor's degree in Economics and 7 years relevant experience.
  - 6.2.4. Professional Civil Engineer with minimum 5 years relevant experience, post registration with Engineering Council of South Africa (ECSA).
  - 6.2.5. System Developer with minimum 3 similar projects.
  - 6.2.6. System Engineer with minimum 2 similar projects.

#### 7. EVALUATION CRITERIA

Proposals will be evaluated in terms of the Preferential Procurement Policy Framework Act of 2000 using the 80:20 points system of the revised Preferential Procurement Regulations 2017. Proposals will initially be evaluated in terms of functionality and then in respect of the Preferential Procurement Policy Framework Act using the 80:20 points system. Bidder/s will be evaluated on the information as contained in their submissions. Evaluations will be based on the evaluation criteria set out in this bid document. Bidder/s must meet the required compliance requirement, failure to which your bid submission will be considered non-responsive and therefore disqualified.





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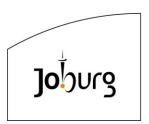
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The evaluation of bids shall be based on functionality; Bidder/s must score **70 points** or more out of 100 points in terms of the evaluation criteria. Bidder/s who score **70 points** or more out of 100 points will then be evaluated further and in terms of price competitiveness and Bidder/s BBBEE level contribution in line with the **80/20-point** system of the preferential procurement policy framework Act. No 5 of 2000 and preferential procurement regulation, 2017. The minimum threshold of **70 points** out of 100 points has been predetermined and all Bidder/s below 70 points will not be considered for further evaluation.

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CRITERIA	GUIDELINES	POINTS
7.1. Project	A project plan outlining the process, activities, timeframes,	
Plan and	project dependencies and how the service provider will	
System	meet the deadline to achieve this project. A live	
Demonstration	demonstration of a similar system by the bidder is	
	required.	
	7.1.1.Detailed approach and methodology for undertaking the	
	work (5 points)	
	7.1.2.Demonstrate the Proposed system architectures	20
	(software, web interface, database) using an appropriate,	
	detailed schematic Diagram (5 points)	
	7.1.3. Detailed project Plan including timelines linked to budgets	
	and personnel resources, detailed implementation plan	
	covering "Scope of Work, Deliverables and Timeframes"	
	of the bid and detailed skills transfer plan (5 points)	
	7.1.4. Live demonstration of similar system (5 points)	

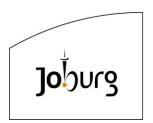




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NB: Bidders will score 5 points per statement if ALL the requirements in that statement are met otherwise 0 7.2. Company track Submission of letter on company letter head signed by the record (past 10 organisation of reference from contactable referees: years in RSA) Contactable 7.2.1. Successfully completed (with confirmatory references) at references least two (2) projects of a similar nature (10 points) 20 7.2.2. Successfully completed (with confirmatory references) three to four (3 to 4) projects of a similar nature (15 points) 7.2.3. Successfully completed (with confirmatory references) five or more (5) projects of a similar nature (20 points) Service provider must demonstrate that the project team 7.3. Relevant Experience has the minimum required experience in the relevant field. project team 7.3.1. Town Planning experience members Less than 5 Years: 0 points 5 years: 6 points 6 or more years: 12 points 7.3.2. GIS Expert 60 Less than 5 Years: 0 points 5 years: 5 points 6 years: 8 points 7 or more years: 10 points 7.3.3. Experience in Economics Less than 7 Years: 0 points





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7 years: 6 points

8 or more years: 8 points

7.3.4. Civil Engineer

Less than 5 Years: 0 points

5 years: 6 **points** 6 years: 8 **points** 

7 or more years: 10 points

7.3.5. System Engineer

Less than 2 Projects: 0 points

2 projects: 4 **points** 3 projects: 8 **points** 

4 or more projects: 10 points

7.3.6. System Developer

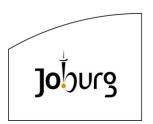
Less than 3 Projects: 0 points

3 projects: 4 **points** 4 projects: 8 **points** 

5 or more projects: 10 points

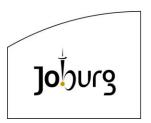
TOTAL POINTS 100





PRICE POINTS		80
B-BBEE STATUS		
LEVEL OF		20
CONTRIBUTOR		
BBEE STATUS	NUMBER OF POINTS	
LEVEL		
1	20	
2	18	
3	14	
4	12	
5	8	
6	6	
7	4	
8	2	
	NON- COMPLIANCE CONTRIBUTIONS	0
	TOTAL	100





**BID NO: A905** 

APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

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#### FORM OF BID/PRICING SCHEDULE

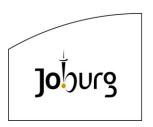
NB. ERROR/S MADE MUST BE SCRATCHED AND SIGNED NEXT TO THE ERROR BY THE SAME PERSON WHO SIGNS THE BID DOCUMENT. THEREFORE, NO TIPEX ALLOWED. IN ADDITION, ERROR/S MADE AND RELATING TO PRICE MUST BE ACCOMPANIED BY A LETTER [IN THE BIDDER'S LETTERHEAD] POINTING OUT THE ERROR MADE AND ACKNOWLEDGING THAT IT IS THE DELIGATED SIGNATORY AND WAS SIGNED BY THE BIDDER FOR REASONS OF CORRECTING THE ERROR.

IN THE EVENT THAT THE BIDDER FAILS TO COMPLETE FULLY THIS FORM OF BID/PRICE SCHEDULE OR TO PROVIDE THE INFORMATION REQUESTED, OR TO SIGN THE BID AT THE APPROPRIATE SPACES PROVIDED OR NEXT TO ERRORS, THE BID WILL BE REJECTED AS NONE RESPONSIVE

#### BIDDERS TO FILL IN THE FOLLOWING TABLE

ITEM	DESCRIPTION	TOTAL AMOUNT
	APPOINTMENT OF A SERVICE PROVIDER TO	
1	RENDER CAPITAL BUDGETING PLANNING AND	
'	PRIORITISATION SYSTEM WITH MAINTENANCE	
	AND SUPPORT TO THE CITY OF JOHANNESBURG	R
	FOR A PERIOD OF THREE (03) YEARS	

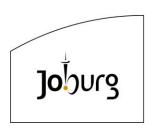
Prices include Value Added Tax
Rate of Value Added Tax Ø%
Ø To be inserted by the Proposer
Total points brought forward in respect of B-BBEE Verification Level (to be inserted
by the Proposer)
If section 4: (Conditions pertaining to B-BBEE Verification Certificate) is not submitted NO
POINTS pertaining to B-BBEE Verification Level shall be awarded).



**BID NO: A905** 

APPOINTMENT OF	A SERVIC	E PRO	/IDER TO RENDEI	R CAPI	TAL BUDGE	TING	PLAN	INING A	AND
PRIORITISATION	SYSTEM	WITH	MAINTENANCE	AND	SUPPORT	TO	THE	CITY	OF
<b>JOHANNESBURG</b>	FOR A PE	RIOD O	F THREE (03) YEA	ARS					

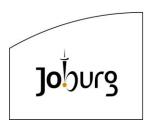
Name of Proposer (in full):		
PROPOSAL PRICE ADJUSTMENT		
s this a firm price proposal?		
The answer to the above question mus	st either	be YES/NO
NB: If neither Yes or No is inserted the B	id price	will be taken to be firm and no adjustment
will be allowed, notwithstanding anything	to the co	ontrary elsewhere contained.
•	of the pron acrost	icing elements that will fluctuate. An sthe Bid period stipulating base rates that sequent year. Failure to provide details in
Name of firm (in full)	:	
Company Registration Number	:	
VAT Registration Number	:	
Business address	:	
Postal address		
r cotal dadi coc	•	
Telephone number	:	



APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

Name of B	idder (in full)		:	
Fax numbe	er		:	
Name of p	erson authori	zed to sign this	Bid :	(DLOCK LETTERS)
Signature	of person autl	horized to sign	this Bid	(BLOCK LETTERS)
Date	: _			2022
As witness	; :			

Initial



APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

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#### **SECTION 3**

**MBD 3.2** 

## PRICE ADJUSTMENTS A NON-FIRM PRICES SUBJECT TO ESCALATION

NAME OF BIDDER: ..... BID NUMBER: A905

CLOSING TIME: 10:30AM CLOSING DATE: 15 MARCH 2022

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa = The new escalated price to be calculated.

(1-V) Pt = 85% of the original bid price. **Note that Pt must always be the** 

original bid price and not an escalated price.

D1, D2.. = Each factor of the bid price eg. labour, transport, clothing,

footwear, etc. The total of the various factors D1,D2...etc. must

add up to 100%.

R1t. R2t..... = Index figure obtained from new index (depends on the number

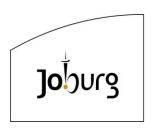
of factors used).

R1o, R2o = Index figure at time of bidding.

VPt = 15% of the original bid price. This portion of the bid price

remains firm i.e. it is not subject to any price escalations.





3.

**BID NO: A905** 

PERCENTAGE OF BID PRICE

<b>APPOINTMENT OF</b>	F A SERVIC	E PRO	/IDER TO RENDE	R CAPI	TAL BUDGE	TING	PLAN	INING A	AND
PRIORITISATION	SYSTEM	WITH	<b>MAINTENANCE</b>	AND	SUPPORT	TO	THE	CITY	OF
<b>JOHANNESBURG</b>	FOR A PE	RIOD O	F THREE (03) YEA	ARS					

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

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

FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

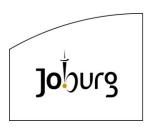
**FACTOR** 

(D1, D2 etc. eg. Labour, transport etc.)

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

FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED

1. Please the conversion	PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS  1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.										
PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD					
				ZAR=							
				ZAR=							
				ZAR=							
				ZAR=							
				ZAR=							
				ZAR=							

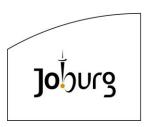


<b>APPOINTMENT OF</b>	A SERVIC	E PRO	/IDER TO RENDE	R CAPI	TAL BUDGE	TING	PLAN	INING .	AND
PRIORITISATION	SYSTEM	WITH	MAINTENANCE	AND	SUPPORT	TO	THE	CITY	OF
JOHANNESBURG	FOR A PE	RIOD O	F THREE (03) YEA	ARS					

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

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





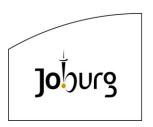
APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

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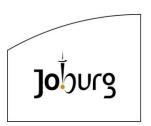
**MBD 3.3** 

# PRICING SCHEDULE (Professional Services)

	F BIDDER:	CLOSING DATE: 15 MARCH 2022							
OFFER	OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.								
ITEM NO APPLIC	DESCRIPTION CABLE TAXES INCLUDED)	BID PRICE IN RSA CURRENCY **(ALL							
1. 2.		be used for the formulation of proposals. ing price based on the total estimated time uding all expenses inclusive of all							
3.	PERSONS WHO WILL BE INVOLVE RATES APPLICABLE (CERTIFIE RENDERED IN TERMS HEREOF	D INVOICES MUST BE							
4.	PERSON AND POSITION DAILY RATE	HOURLY RATE							
		R							
		R							
	Initial								

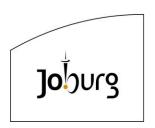


5.	PHASES ACCORDING TO W COST PER PHASE AND MAN				MPLETED,
			R		days
			R		- days
			R		days
			R		- days
O	ravel expenses (specify, for examinally actual costs are recoverable. ertified invoices.				
DESCRIF	PTION OF EXPENSE TO BE INC	URRED	RATE	QUANTITY	AMOUNT
				R	
				R	
				R	
				R	
**"all app	licable taxes" includes value-add	ed taxes,	pay as you e	arn, income tax	ζ,
unemploy	yment insurance fund contribution	ns and ski	lls developm	ent levies.	
break	expenses, for example accommendation expenses, for example accommendation ces will be checked for correctroes.	cost, etc.	). On basis o	of these particula	ars, certified
In	itial				



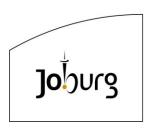
**BID NO: A905** 

DESCRIF	PTION OF EXPENSE TO BE INCURRED RATE QUANTITY AMOUN	т
	RR	
	RR	
	TOTAL: R	
6.	Period required for commencement with project after acceptance bid	of
7.	Estimated man-days for completion of project	
8.	Are the rates quoted firm for the full period of contract?	
	*YES/ NO.	
9.	If not firm for the full period, provide details of the basis on which adjustments will be	
	applied for, for example consumer price index	



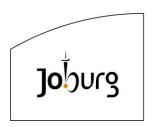
**BID NO: A905** 

	HANNESBURG FOR A PERIOD OF THREE (03) YEARS	—
*D	elete if not applicable  MBD 4	ı
DE	CLARATION OF INTEREST	
1.	No bid will be accepted from persons in the service of the state <sup>1</sup> .	
2.	Any person, having a kinship with persons in the service of the state, including a ble relationship, may make an offer or offers in terms of this invitation to bid. In view possible allegations of favouritism, should the resulting bid, or part thereof, be award to persons connected with or related to persons in service of the state, it is require that the bidder or their authorised representative declare their position in relation to evaluating/adjudicating authority.	v of ded irec
3.	In order to give effect to the above, the following questionnaire must be comple 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):	
1 (6	ASCM Regulations: "in the service of the state" means to be —  (i) any municipal council; (ii) any provincial legislature; or (iii) the national Assembly or the national Council of provinces;	
(t) (c)	an official of any municipality or municipal entity;	inance



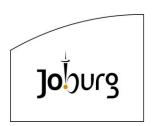
**BID NO: A905** 

;	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.
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? <b>YES / NO</b>
(e) a	Management Act, 1999 (Act No.1 of 1999); a member of the accounting authority of any national or provincial public entity; or An employee of Parliament or a provincial legislature.
<sup>2</sup> Share the con	cholder" 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 npany.



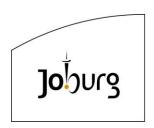
**BID NO: A905** 

JUNAI	VIVESBURG FOR A FERIOD	OF THREE (03) TEARS	
	3.11.1 If yes, furnish partic	culars	
3.12	Are any of the company's stakeholders in service of		agers, principle shareholders or
	3.12.1 If yes, furnish		
3.13	•		's directors, trustees, managers,
0.10	Principle Shareholders or	•	_
	3.13.1 If yes, furnish partic	culars	
3.14.	•	any have any interest in	ngers, principle shareholders, or any other related companies or ntract? <b>YES / NO</b>
	3.14.1 If yes, furnish partic	culars:	
4. Fu	II details of directors / truste	ees / members / sharehol	ders.
Ful	I Name	Identity Number	State Employee Number
		•	



APPOINTMENT OF	F A SERVIC	E PRO	/IDER TO RENDE	R CAPI	TAL BUDGE	TING	PLAN	INING A	AND
PRIORITISATION	SYSTEM	WITH	MAINTENANCE	AND	SUPPORT	TO	THE	CITY	OF
<b>JOHANNESBURG</b>	FOR A PE	RIOD O	F THREE (03) YEA	ARS					

Signature	Date		
Capacity	 Name of B	idder	
eclaration of interest			
Initial			



APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

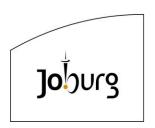
, ,

In order to give effect to the declaration of interest [MBD 4], the following questionnaire must be completed. The bidder is required to respond by yes or no to the declarations and furnish information in the format provided in the event that the response is YES. By appending signature at the end, the bidder confirms the declarations to be true and correct. The declaration must be read in conjunction with the important notice.

- 1. Have you been in the service of the state for the past twelve months? YES / NO
- 2. Are any of the bidder's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES/NO**
- 3. Is any spouse, child or parent of the bidder's directors, trustees, managers, major shareholder/s or stakeholder/s in service of the state? **YES/NO**
- 4. Do you or any of the director/s, trustee/s, manager/s, major shareholder/s, or stakeholder/s of the bidder have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**
- 5. If yes in any or all of the above, furnish particular in the format below.

Paragraph	Full Name	ldentity number	State employee number	Status [currently or past employed]	Relationship to bidder
1					

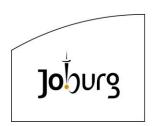




APPOINTMENT OF	F A SERVIC	E PRO	VIDER TO RENDE	R CAPI	TAL BUDGE	TING	PLAN	INING A	AND
PRIORITISATION	SYSTEM	WITH	<b>MAINTENANCE</b>	AND	SUPPORT	TO	THE	CITY	OF
<b>JOHANNESBURG</b>	FOR A PE	RIOD O	F THREE (03) YEA	ARS					

Signature	 	
	 Date	
4		
3		
2		

Initial	



**BID NO: A905** 

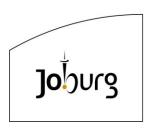
APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

MBD 5

# **DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)**

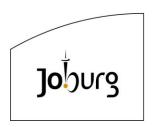
For all procurement expected to exceed R10 million (VAT included), bidders must complete the

	llowing questionnaire:	complete
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 a municipality or any other service provider in respect of which payment is overdue for more than 30 days?	YES/NO
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider 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  Initial	YES/NO



**BID NO: A905** 

	ORRECT.  ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS	S DECLARATION
CERT	THE UNDERSIGNED (NAME)ERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLAR	
	CERTIFICATION	
4.1	1 If yes, furnish particulars	
	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?	
4.	4. Will any portion of goods or services be sourced from outside	YES/NO
3.1	1 If yes, furnish particulars	
	during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	



APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

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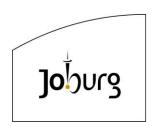
#### **DECLARATION FOR PROCUREMENT ABOVE R10 MILLION**

In order to give effect to the Declaration For Procurement Above R10 Million [MBD 5] (Vat Included), The bidder is required to furnish information in the format provided in the event that the response is NO. By appending signature at the end, the bidder confirms the declarations to be true and correct. The declaration must be read in conjunction with the important notice.

 Is the bidder is not required by law to <u>prepare</u> annual financial statements for auditing, it must submit reliable books of accounts for the past three years or since the date of establishment during the past three years from which to determine the true financial position of the bidder.

Signature	Date
Capacity	Name of Bidder





APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

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#### **MBD 6.1**

# PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

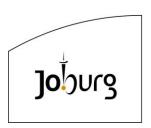
1. GENERAL CONDITIONS

- 1.1 The following preference point system is applicable to this bid:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)

1.2

- a) The value of this bid is estimated not to 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) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:





APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

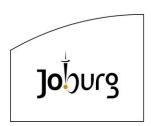
	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

#### 2. **DEFINITIONS**

- (a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) "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;

Initial



PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND

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(f) **"Functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

- (g) "prices" includes all applicable taxes less all unconditional discounts;
- (h) "proof of B-BBEE status level of contributor" means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
  - (i) "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;
- (j) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

#### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left( 1 - \frac{Pt - P\min}{P\min} \right)$$

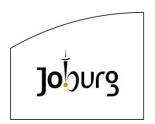
Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid





APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

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

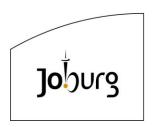
4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

## 5. BID DECLARATION

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

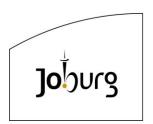




APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

6.		TATUS LEVEL PHS 1.4 AND 4.1	OF CONT	RIBUTOR	CLAIMED	IN TERM	IS OF
6.1	B-BBEE S	Status Level of Co	ntributor:	=	(maximum	of 20 point	s)
	reflected i	aimed in respect on paragraph 4.1 a sel of contributor.					
7.	SUB-CONT	RACTING					
7.1	Will any p	ortion of the contr	act be sub-c	ontracted?			
	(Tick app	licable box)					
	YES	NO					
7.1.1	If yes, indi	cate:					
7.1.1	i) What	cate: percentage		the %	contract	will	be
7.1.1	i) What subco ii) The	percentage	······	% of	contract the	will	be sub-
7.1.1	i) What subcontii) The contra	percentage ntractedname	e status	oflevel		will the	

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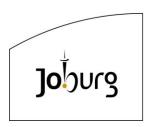


APPOINTMENT OF	A SERVIC	E PRO	VIDER TO RENDE	R CAPI	TAL BUDGE	TING	PLAN	INING A	AND
PRIORITISATION	SYSTEM	WITH	<b>MAINTENANCE</b>	AND	SUPPORT	TO	THE	CITY	OF
<b>JOHANNESBURG</b>	<b>FOR A PE</b>	RIOD O	F THREE (03) YEA	ARS					

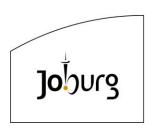
v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned	EME	QSE
by:	$\sqrt{}$	$\checkmark$
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or		
townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8.	DECLARATION WITH REGARD TO COMPANY/FIRM							
8.1	Name of company/firm:							
8.2	VAT registration number:							
8.3	Company registration number:							
8.4	TYPE OF COMPANY/ FIRM							
	□ Partnership/Joint Venture / Consortium							
	☐ One person business/sole propriety							
	□ Close corporation							



	□ Company
	□ (Pty) Limited
	[TICK APPLICABLE BOX]
8.5	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES
8.6	COMPANY CLASSIFICATION
	□ Manufacturer
	□ Supplier
	□ Professional service provider
	☐ Other service providers, e.g. transporter, etc.
	[TICK APPLICABLE BOX]
8.7	MUNICIPAL INFORMATION
	Municipality where business is situated
	Registered Account Number:
	Stand Number:
8.8	Total number of years the company/firm has been in business
8.9	I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of
	Initial



APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

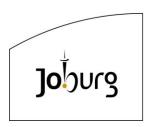
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contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

WITNESSES	
1	
1	
2	
<u>-</u>	

SIG	NATURE(S) OF BIDDERS(S)	
DATE:		
ADDRESS		



APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

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MBD 8

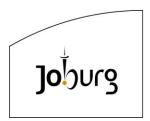
#### **DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Municipal Bidding Document must form part of all bids invited.
- 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.
- 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).
- 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	Yes	No
	as a company or person 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 National Treasury after the audi alteram		
	partem rule was applied).		
4.1.1	If so, furnish particulars:		

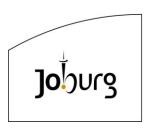
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4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No

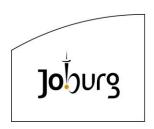
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APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

4.5.1	If so, furnish particulars:	
С	ERTIFICATION	
l,	THE UNDERSIGNED (FULL NAME)	CERTIFY
	THAT	
Т	HE INFORMATION FURNISHED ON THIS	S DECLARATION FORM TRUE AND
С	ORRECT.	
1.	ACCEPT THAT, IN ADDITION TO CANC	ELLATION OF A CONTRACT, ACTION MAY
В	E TAKEN AGAINST ME SHOULD THIS I	DECLARATION PROVE TO BE FALSE.
	Cimpature	Date
	Signature	Date
		Name of Bidden
	Capacity	Name of Bidder

Initial



APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

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MBD9

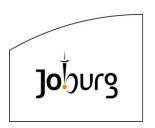
#### CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1. This Municipal Bidding Document (MBD) must form part of all bids<sup>3</sup> 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). Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
- a. take all reasonable steps to prevent such abuse;
- b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
- c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

<sup>&</sup>lt;sup>4</sup> 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 <u>process</u>. <u>Bid rigging</u> is, therefore, an agreement between competitors not to compete.

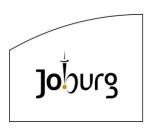


<sup>&</sup>lt;sup>3</sup> Includes price quotations, advertised competitive bids, limited bids and BIDs.



**BID NO: A905** 

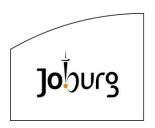
5.	In order to give effect to the above, the attached Certificate of Bid Determination (MBD
	9) must be completed and submitted with the bid:
	I, the undersigned, in submitting the accompanying bid:
	(Bid Number and Description)
	In response to the invitation for the bid made by:
	(Name of Municipality / 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)
	CERTIFICATE OF INDEPENDENT BID DETERMINATION
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 consortium<sup>5</sup> 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

<sup>&</sup>lt;sup>5</sup> 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.





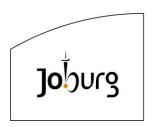
APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

and conditions or delivery particulars of the products or services to which this bid invitation relates.

- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

	<del></del>
Signature	Date
Capacity	Name of Bidder



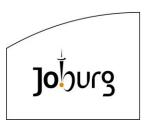


APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

#### **DECLARATION ON STATE OF MUNICIPAL ACCOUNTS**

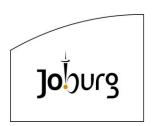
- A Any bid may be rejected if:
  - Any municipal rates and taxes or municipal service charges owed by the bidder and any of the directors to the municipality or a municipal entity, or to any other municipality or municipal entity, are in arrears for more than three months.
  - In the case of International companies having South African Agencies and that business premises are leased, proof of lease agreements and / or monthly rental statements must be submitted.
  - The above will also be applicable for directors of the bidder/s who are leasing residential premises. Where the directors of the bidder/s reside outside the country, this requirement is not applicable.

В	Bid Information
i.	Name of bidder
ii.	Registration Number
iii.	Municipality where business is situated
iv.	Municipal account number for rates
٧.	Municipal account number for water and electricity
	Initial



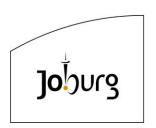
**BID NO: A905** 

		Signature Date			
		wing documents are attached to this form:			
	I/We	declare that the abovementioned information is true and correct an	nd that th		
	iii.	months) Proof of directors			
	i. ii.	A copy of municipal account mentioned in B (iv) & (v) (Not older than 3 A copy of municipal accounts of all directors mentioned in B (vi) (Not of	-		
2	D	Documents to be attached.			
5.					
	11	Names of all directors, their ID numbers and municipal account number.			



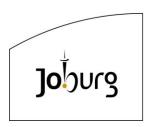
**BID NO: A905** 

PRIORITI	APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF IOHANNESBURG FOR A PERIOD OF THREE (03) YEARS					
LEASE (	SPECIMAN RELATING TO SUBMISSION OF PROOF OF MUNICIPAL ACCOUNTS, LEASE OR CONFIRMATION LETTER MUNICIPAL ACCOUNT					
AFFIDA	VIT RELATING TO THE MUNICIPAL CHARGES/RATES/TAXEX					
I, the und	dersigned,					
do hereb	y make oath and say the following:					
	I am an adult female/male and the[INSERT OCCUPATION] of the[INSERT NAME OF BIDDER] ("the bidder"), and been authorised to depose to this affidavit whose main place of business is at					
1	The facts contained in this affidavit are within my personal knowledge, save where otherwise stated or where the converse appears from the context, and are, to the best of my belief, both true and correct.					
	Briefly, this affidavit is to relate facts in conformity with the bid requests that the bidder provides municipal account as proof that it is not in arrears by more than three months.					

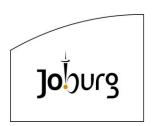


**BID NO: A905** 

4.	The Ridder resides within the	municipality
т.		make it not to be able to accede to the request
	4.1	
-	-	DEPONENT sworn to before be at
after (s (s)he h (s)he (	s)he declared that (s)he knew and unad no objection to taking the prescrib	understood the contents of this declaration, that bed oath and has taken the prescribed oath which science, having complied with the regulations
		COMMISSIONER OF OATHS
		Full names:
		Capacity:
		Designation:

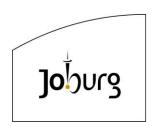


PRIO	INTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND RITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF NNESBURG FOR A PERIOD OF THREE (03) YEARS
LEAS	SE AGREEMENT
AFFII	DAVT RELATING TO LEASE AGREEMENT
I, the	undersigned,
	reby make oath and say the following:
5.	I am an adult female/male and the[INSERT OCCUPATION] of the[INSERT NAME OF BIDDER] ("the bidder"), and been authorised to depose to this affidavit whose main place of business is at
6.	The facts contained in this affidavit are within my personal knowledge, save where otherwise stated or where the converse appears from the context, and are, to the best of my belief, both true and correct.
7.	Briefly, this affidavit is to relate facts in conformity with the bid requests that the bidder provides lease agreement as proof that it does not own the property it carries its business on.
8.	The following are the facts which make it not to be able to produce and provide lease agreement in respect of the property it carries on business:  Initial



APPOINTMENT OF	F A SERVIC	E PRO	/IDER TO RENDEI	R CAPI	TAL BUDGE	TING	PLAN	INING .	AND
PRIORITISATION	SYSTEM	WITH	MAINTENANCE	AND	SUPPORT	TO	THE	CITY	OF
<b>JOHANNESBURG</b>	<b>FOR A PE</b>	RIOD O	F THREE (03) YEA	ARS					

4.1	
4.2	
	DEPONENT
I certify that this Affidavit was signed	and sworn to before be at or
this the day of	, by the Deponen
after (s)he declared that (s)he knew	and understood the contents of this declaration, that
(s)he had no objection to taking the pr	escribed oath and has taken the prescribed oath which
	r conscience, having complied with the regulations
contained in Government Notice R12	58 of 21 July 1972, as amended.
	COMMISSIONER OF OATHS
	Full names:
	Capacity:
	Designation:
	Address:
Initial	



APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

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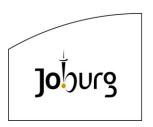
# CONFIRMATION LETTER OF MUNICIPAL RATES/TAXES WHERE ARRANGEMENTS HAVE BEEN MADE WITH THE MUNICIPALITY

PROCUREMENT
CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY
JOHANNESBURG

Dear Sir/Madam

Re: Confirmation	letter of	f municipa	l accounts/rates
------------------	-----------	------------	------------------

1.	This serves t	o confirm that		resides within the	
			_municipality.		
2.	That his/her/	its municipal accounts	are:		
	2.1				
	2.2				
	2.3				
3.	It is hereby of more than 3		l municipal accou	unts above, are not in arrea	rs for
4.	Alternatively,			concluded and exists with t	
		rom the municipality/co		of municipal rates/ affidavit	·
SIGN	ED AT	ON THIS	DAY OF	20	
	ATURE				
	Initial				



<b>APPOINTMENT OF</b>	A SERVIC	E PRO	/IDER TO RENDEI	R CAPI	TAL BUDGE	TING	PLAN	INING A	AND
PRIORITISATION	SYSTEM	WITH	MAINTENANCE	AND	SUPPORT	TO	THE	CITY	OF
<b>JOHANNESBURG</b>	<b>FOR A PEI</b>	RIOD O	F THREE (03) YEA	ARS					

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**MBD 10** 

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.560F 2003)

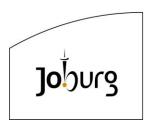
In order to give effect to the declaration in this annexure, it must be completed and signed. By appending signature at the end, the bidder confirms the declarations to be true and correct. The declaration must be read in conjunction with the important notice.

- 2. To the extent that the bidder or any director/member/partner of the bidder is in arrears for a longer period than 3 [three] months, an acceptable arrangement has been agreed. Such arrangement appears more fully in the letter from the municipality/confirmation letter of municipal rates/ affidavit relating to the municipal rates/taxes.

Signature	Date
Capacity	Name of Bidder

Initial



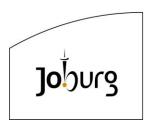


APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS **SECTION 4** Technical data, omissions, variations 1. **Bank Details** Name of Bankers: Address of Bankers: Branch of Bank: Bank Account Number:

#### 2. **Details of Similar Work Recently Carried Out**

OF WORK	DATE	CLIENT NAME AND CONTACT DETAILS	VALUE (R)

L		
	Initial	



APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

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### 3. Qualifications by Bidder

Should the bidder desire to make any departures from or modifications to the General Conditions of Contract, Specification, Drawings, or in any other way to qualify this bid, he must set out his BIDs clearly hereunder, or alternatively state them in a covering letter attached to this bid and referred to hereunder, failing which the bid 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 bidder.

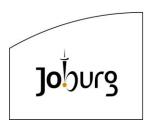
PAGE	CLAUSE OR ITEM

#### 4 Work to be done by others

Full details must be provided here of any work required from the Council or others to provide complete execution of the work to the satisfaction of the Council.

DESCRIPTION OF WORK	TO BE EXECUTED BY

1 141 1	
Initial	



APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

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## 5 **Sub-Contractors**

Full details must be provided here of any work regarding sub-contractors which may be used for installation, maintenance, repair, supply of accessories and supply of parts.

DESCRIPTION OR WORK/EQUIPMENT	TO BE EXECUTED

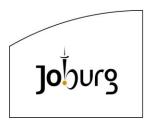
# 6 Plant, Transport and Staff Available

Bidders must list all equipment available for use on the contract, and must fully describe the equipment and/or plant and must further state whether owned or leased.

DESCRIPTION	OF	QUANTITY	OWNED/LEASED
EQUIPMENT/PLANT			

Initial	





**BID NO: A905** 

Omissions and Variations from to Bids will be held to be entirely in a	accordance with the Council's specification excep
in the respects stated hereunder	and the goods and/or services will be subject t
rejection if it is found on delivery that	at they do not/it does not comply with the Council'
specification on additional points w	which have not been approved in writing:
If the bid is in accordance with the	e Council's specification in all respects, the bidde
must state so here:	
Indemnity Clause	
I/We the undersigned, do hereby ir of all loss, cost, damage or injury	that may be caused to any premises or to an
I/We the undersigned, do hereby ir of all loss, cost, damage or injury person or animal by reason of the I/We, further indemnify the Council	in respect of all legal and other expenses that ma
I/We the undersigned, do hereby in of all loss, cost, damage or injury person or animal by reason of the I/We, further indemnify the Council be incurred by the Council in exar	that may be caused to any premises or to an performance of this contract.  in respect of all legal and other expenses that mamining, resisting or settling any damage, injury of
of all loss, cost, damage or injury person or animal by reason of the I/We, further indemnify the Council be incurred by the Council in exar	that may be caused to any premises or to an performance of this contract.



APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

#### **SECTION 5**

#### **DOCUMENT CHECKLIST**

Part	Description	Yes	No	Comment
Part A:				
Invitation to Bid - MBD	Complete the requested information using a black ink/pen			
Advert  Bidder information	<ul> <li>Attach:         <ul> <li>Registration documents of the bidder</li> </ul> </li> <li>Affiliation certificates [ if belonging to professional body; if applicable]</li> <li>CIDB certificate/grading certificate [if contractor; if applicable]</li> <li>CSD registration summary report or MAAA number</li> </ul> <li>Joint venture agreement or consortium agreement or other agreement relevant to the structure of business [if applicable]</li>			

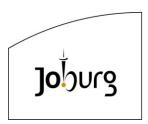






	Tax certificate  All at the end of section 1 marked annexures  to section 1		
Certificates	Attach:  • Related agreement to the certificate		
Part B:			
Important Notice			
Conditions of Bid			
Terms and			
Conditions of Bid –			
Tax Compliance			
Requirements	Read diligently and it is recommended that the bidder takes advise.		
Tax Matters			
General Terms and			
Conditions of the			
Contract			

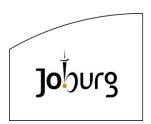




SECTION 1			
Returnable			
Documents			
Pre-qualification Criteria	<ul> <li>Read diligently and it is recommended that the bidder takes advise.</li> <li>Attach the referred documents</li> </ul>		
Disqualification			
Criteria			
Conditions of Award			
SECTION 2			
Bid			
Specifications/terms			
of reference	Read diligently and it is recommended		
Form of Bid	<ul><li>that the bidder takes advise.</li><li>Attach the referred documents</li><li>Provide the annexure</li></ul>		
Proposal Price			
Adjustment			
SECTION 3			
MBD 3.2	Pricing Adjustment		
MBD 3.3	Price Schedule [Professional Services]		







APPOINTMENT OF A SERVICE PROVIDER TO RENDER CAPITAL BUDGETING PLANNING AND PRIORITISATION SYSTEM WITH MAINTENANCE AND SUPPORT TO THE CITY OF JOHANNESBURG FOR A PERIOD OF THREE (03) YEARS

MBD 5 Declaration for procurement above r10 million (VAT included) MBD 4 Declaration of interest Preference Points Claim Form MBD 6.1 MBD 8 **Declaration of Supply Chain Practices** MBD 9 Certificate of Independent Bid Determination Declaration in Terms of Clause 112(1) of the **MBD 10** Municipal Finance Management Act (NO.56 of 2003) **SECTION 4** Technical data, • Read diligently and it is recommended omissions, variations that the bidder takes advise. and company Attach the referred documents Provide details. the annexure **SECTION 5** Check List Complete the information in the checklist

Initial	