



MAKHUDUTHAMAGA LOCAL MUNICIPALITY

Lim473/digital system/24/25/05

PROCUREMENT OF ELECTRONIC CONTENT DIGITAL SYSTEM WITH A MAINTENANCE PLAN FOR THE PERIOD OF 36 MONTH.

ISSUED BY:	PREPARED BY:
<u>Supply Chain Management Unit</u>	<u>Budget & Treasury Department</u>
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NAME OF BIDDER	:
TENDER AMOUNT	:
TEL NUMBER	:
FAX NUMBER	:
EMAIL ADDRESS	:

PROCUREMENT OF ELECTRONIC CONTENT DIGITAL SYSTEM WITH A MAINTENANCE PLAN FOR THE PERIOD OF 36 MONTH.

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MAKHUDUTHAMAGA LOCAL MUNICIPALITY

Bid Notice and Invitation to Bid

Bidders are hereby invited to bid for the following project:

No.	Project Number	Project Description.	Closing Date.
01	Lim473/digital system/24/25/05	Procurement of electronic content digital system with a maintenance plan for the period of 36 month.	09 September 2024 @ 12H00

The employer is Makhuduthamaga Local Municipality represented by the Municipal Manager.

Bid documents will be obtainable from Makhuduthamaga Local Municipal offices from **14 August 2024 from (Mon-Fri from 08:00-16:30)** from the cashiers; at a non-refundable deposit of **R560.00** payable in cash or bank-guaranteed cheque. Bid documents can also be downloaded from an online service www.etender.gov.za at **no cost**.

Completed and signed tender documents must be sealed in an envelope and marked with the relevant project number and project description and be deposited in the tender box at Makhuduthamaga Local Municipality Offices in Jane Furse before the closing date and time.

The municipality shall evaluate bids in accordance with the Preferential Procurement Policy Framework Act. 5/2000 and revised procurement regulation with effect 16 January 2023 read with amended regulation 14 December 2023 at **80/20 points system** and **100 points for functionality where 80 points are for the price and 20 points for municipal specific goals** (according to the said legislation). Details for functionality will be in a tender document.

The lowest tender will not necessarily be accepted and the municipality reserves the right not to consider any tender not fully completed. Tenderers are required to initial each page of the tender document and sign where necessary.

For enquiries contact:

Supply Chain Unit	:	Mr Mothapo K.J. 013 265 8607
Corporate services	:	Mr Matsetse P.E. 013 265 8600
Mr MOGANEDI RM		
MUNICIPAL MANAGER		
PRIVATE BAG X 434		
Jane Furse 1085		

PROCUREMENT OF ELECTRONIC CONTENT DIGITAL SYSTEM WITH A MAINTENANCE PLAN FOR THE PERIOD OF 36 MONTH.

Bid offers will only be accepted if the bidder is free of any common conflict of interest with the Makhuduthamaga Local Municipality.

Part Number	Bid Data
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1.2.1.	The employer is MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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1.2.2	The bid documents issued by the employer comprise:
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1.1	Bid notice and invitation to bid
-----	----------------------------------

1.2	Bid data
-----	----------

2.1	List of returnable documents
-----	------------------------------

Part 1: Agreements and contracts data	
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C1.1	Form of offer and acceptance
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Part 2: Pricing data	
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C2.1	Pricing instructions
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C2.2	Specification
------	---------------

1.2.3	The employer's agent is: Municipal manager
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Tel:	(013) 265 8600
------	----------------

Fax:	(013) 265 1975
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1.2.4	Only Bidders who are registered with central supplier database (CSD) will be considered.
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1.2.5	The arrangements for a compulsory clarification meeting are as stated in the Bid Notice and Invitation to Bid where applicable.
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1.2.6	If a bidder wishes to submit an alternative bid offer, the only criteria permitted for such alternative bid offer is that it demonstrably enables the Employer's objectives for the services as stated in the Scope of Work to be achieved.
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1.2.7	All parts of each bid offer communicated on paper shall be submitted as the original.
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1.2.8	The employer's address for delivery of bid offers and identification details to be shown on each bid offer package is:
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BID BOX (TENDER BOX)
MAKHUDUTHAMAGALOCALMUNICIPALITY
GROBLERSDAL ROAD
JANE FURSE

- 1.2.9 The closing time for submission of bid offers is as stated in the Bid Notice and Invitation to Bid.
- 1.2.10 Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will not be accepted.
- 1.2.11 The bid offer validity period is ninety (90) days.
- 1.2.12 The bidder is required to submit with his/her bid all required documents as listed in the list of returnable documents as part of the eligibility criteria.
- 1.2.13 The Bid/Proposal will be opened immediately after the closing time for bids only to confirm the bidder, at:

**MAKHUDUTHAMAGALOCALMUNICIPALITY
GROBLERSDAL ROAD
JANE FURSE**

- 1.2.14 **The procedure for the evaluation of responsive bids will be on 100 points for functionality and 80/20 points system, where 80 points are for price and 20 points are for Municipal Specific goals**

1.2.15 Bid offers will only be accepted if:

- 1.2.15.1 The bidder or any of its directors is not listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- 1.2.15.2 The bidder has not:
- abused the Employer's Supply Chain Management System; or
 - failed to perform on any previous contract and has been given a written notice to this effect;
- 1.2.15.3 The bidder has completed the Compulsory Enterprise questionnaire and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the bid process; and
- 1.2.15.3 The bidder or any of its directors is not employed by the state.

FUNCTIONALITY

The quality criteria and maximum score in respect of each of the criteria are as follows:

Quality Criteria	Sub-Criteria	Weighting
Methodology	-Organogram -Curriculum Vitae -Detailed duties of staff -Implementation plan	20
Experience and qualifications of the project leader (assigned personnel) in relation to the scope of work	Curriculum vitae with contactable references	15
	Qualifications	30
Company Experience	- reference letters or completion certificates attached	35
Maximum possible score for quality (M_s)		100 points

1. Methodology (20)

Item	Organisational structure	Points allocations	Tick the applicable one	Points by the municipality
1.	Methodology not attached	0		
2.	Methodology attached with organogram, curriculum vitae, duties of staff and without Implementation plan	10		
	Methodology attached with organogram, curriculum vitae, duties of staff and with Implementation plan	20		
The methodology should address the need, terms of references and the output expected to be achieved by the municipality				

2. Experience of Project Leader in digital system development and project management – Attach CV (15)

Item	Experience on curriculum vitae	Points allocation	Tick the applicable one	Points by the municipality
1.	1 – 2 projects led and completed	5		
2.	3 – 4 projects led and completed	10		
3.	With >5 projects led and completed	15		
Curriculum Vitae should have contactable references, failure to disclose references will results in zero score.				

3. Qualifications of the project leader in information technology or equivalent – Attach qualifications (30),

Item	Qualifications	Points allocation	Tick the applicable one	Points by the municipality
1.	No qualification attached or qualification below level 5	0		
2.	NQF level 5	10		
3.	NQF level 6	20		
4.	NQF level 7 or above	30		

4. Company Experience in digital system implementation: (35)

-Tick the applicable one and attach the previous reference letters or completion certificates attached.

- Reference letters or completion certificates attached should have the contact details for verification if need be.

Item	Experience	Points allocation	Tick the applicable one	Points by the municipality
1.	No reference letters or completion certificates attached.	0		
2.	1–3 reference letters or completion certificates attached	20		
3.	4-5 reference letters or completion certificates attached	30		
4.	6-9 reference letters or completion certificates attached	35		

Note: The Municipality has the right to verify the validity of the supporting documents.

Minimum score for functionality is 60%. Bidders who score 60 points and above, will be evaluated further on 80/20 points system where 80 points will be for price and 20 points will be for Specific goals .

Price formula

$$Np = \frac{80[1 - (Pt - Pmin)]}{Pmin}$$

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

20 points will be for specific goals

NO	DESIGNATED GROUP	SPECIFIC GOALS (20 POINTS)
1	Black People	4
2	Youth	4
3	Women- ownership of more than 50 %	2
4	Small, Medium and Micro Enterprises (SMMEs)	4
5	People with disability	2
6	Enterprises within Makhuduthamaga jurisdiction	4

- a. The points scored by a tenderer in respect of the specific goals above must be added to the points scored for price.
- b. Only the tender with the highest number of points scored may be selected.

2.1. Criteria for breaking deadlock in scoring

- (1) If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.
- (2) If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

2.2. Exemption

The Minister may, on request, exempt an organ of state from any or all the provisions of this Act if-

- (a) It is in the interest of national security
- (b) The likely tenderers are international suppliers; or
- (c) It is in the public interest

2.3. AWARD OF CONTRACTS TO TENDERERS NOT SCORING HIGHEST POINTS

2.3.1. contract may be awarded to a tenderer that did not score the highest points only in accordance with Section 2(1)(f) of the Act.

2.3.2. If the entity intends to apply objective criteria in terms of Section 2(1)(f) of the Act, the entity should stipulate in the tender documents.

3.1 List of Returnable Documents

The bidder must complete the following returnable documents:

Returnable schedules required for bid evaluation purposes (This Document)

- Original bid document
- Fully complete and initial all the pages of the tender document
- Company profile
- Proof of company registration
- JV agreement submitted (Where applicable)
- CSD registration documents or provide MAAA number for CSD verification
- In the case of a joint venture/consortium, CSD registration documents or provide MAAA number for CSD verification of each entity constituting the joint venture/consortium, must be submitted with the bid document;
- SARS or TCS PIN Number;
- In the case of a joint venture/consortium, the TCS Pin number of each entity constituting the joint venture/consortium, must be submitted with the bid document;
- Certified ID copies of directors/shareholders/members to be attached
- Valid letter of good standing (Compensation for Occupational Injuries and Disease Act (COIDA) from Department of Labour OR any company accredited by Department of Labour (to be verified)
- Copy of Municipal rates and taxes not older than 3 months to be attached (Both for the company and each of the directors) or a recent affidavit from SAPS must be attached in case of bidders who are not paying rates and taxes e.g. in a rural areas
- Microsoft registration certificate

3.2. Other documents that will be incorporated into the contract

- 2.3.1 Original bid document
- 2.3.2 Addendum – if issued

NB: All copies must be certified, the certification must not be older than 3 months of the closing date.

- : Use black pen only.**
- : All correction must be signed by the authorised person.**
- : Use of correction pen (tippex) is prohibited.**
- : Failure to adhere any of the above will lead to automatic disqualification**

4. Record of Addendum to Bid Documents

We confirm that the following communications received from the Employer before the submission of this bid offer, amending the bid documents, have been taken into account in this bid offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attached additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Bidder _____

5. Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.		
Section 1:	Name of enterprise:	
Section 2:	VAT Registration number, if any:	
Section 3:	Particulars of sole proprietors and partners in partnerships	
Name*	Identity Number*	Personal income tax number*
*Complete only if sole proprietor or partnership and attach separate page if more than 3 partners		
Section 5:	Particulars of companies and close corporations	

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

If any of the above boxes are marked, disclose the following:

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

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

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

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

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

***insert separate page if necessary**

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

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

Signed _____ Date _____

Name _____ Position _____

Enterprise Name _____

6. Certificate of Authority

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for company

I,....., chairperson of the board of directors of hereby confirm that by resolution of the board (copy attached) taken on20..., Mr/Mrs.....acting in the capacity of.....,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....
Chairman

2.....
Date

B. Certificate of partnership

We, the undersigned, being the key partners in the business trading as

hereby authorise Mr/Mrs....., acting in the capacity of.....to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs....., authorised signatory of the company,

Acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract.....and any other contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY

D. Certificate for sole proprietor

I,, hereby confirm that I am the sole owner of the business trading as.....

As Witness:

1.....

Signature: Sole owner

2.....

Date

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs.....

Acting in the capacity of....., to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all key members upon who rests the direction of the affairs of the Close Corporation as a whole.

6. CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS

TO: MUNICIPAL MANAGER, MAKHUDUTHAMAGA LOCAL MUNICIPALITY

FROM: _____ (Name of Bidder)

FURTHER DETAILS OF BIDDER(S); DIRECTORS/SHAREHOLDERS/PARTNERS, ETC.

Directors/shareholder s/Partner	Physical address of the Business	Municipal Account No.	Physical residential address of the Director/Shareholder/Part ner	Municipal Account No.

NB: Please attach certified copy (ies) of ID document(s) and proof of payment not older than 3 months

Signatory

Date

Witnesses

1. _____

Full Names

Signature

Date

2. _____

Full Names

Signature

Date

7. AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

TO: MUNICIPAL MANAGER, MAKHUDUTHAMAGA LOCAL MUNICIPALITY

FROM: _____ (Name of the Bidder or Consortium)

I, _____ the undersigned, hereby authorise the Makhuduthamaga Local Municipality to deduct the full amount outstanding by the business organisation/Director/Shareholder/Partner, etc. from the payment that will be made to me.

Signed at _____ Date_____ Month _____ 20_____

Print Name: _____

Signature: _____

Thus done and signed for and on behalf of the bidder

Signatory

Date

Witnesses

1. _____

Full Names

Signature

Date

2. _____

Full Names

Signature

Date

8. PROCUREMENT OF ELECTRONIC CONTENT DIGITAL SYSTEM WITH A MAINTENANCE PLAN FOR THE PERIOD OF 36 MONTH.

Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers for
PROCUREMENT OF ELECTRONIC CONTENT DIGITAL SYSTEM WITH A MAINTENANCE PLAN FOR THE PERIOD OF 36 MONTH.

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

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

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

----- (Rands VAT Inclusive / exclusive)

----- (Amount In words)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the bidder before the end of the period of validity stated in the bid data, whereupon the bidder becomes the party named as the Service Provider in the conditions of contract identified in the contract data.

for the bidder

Signature Date

Name

Capacity

(Name and address of organization)
.....

Name and signature of witness
.....

Acceptance

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the bidder receives on fully completed original copy of this document. Unless the bidder (now service provider) within five working days of the data of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature Date

Name

Capacity

for the Makhuduthamaga Local Municipality

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

Name and signature Date
of witness

9. Data Provided by the Service Provider

Clause	
7.1	The Service Provider is Address: Telephone: Fax simile:
7.2	The authorized and designated representative of the Service Provider is: Name: The address for receipt of communication is:
7.3	Telephone: Fax simile: Address:

10. Pricing Instructions

The Service Provider is required to provide the services in accordance with the Scope of Work. This embraces all things necessary and incidental to complete the work.

1. TENDER SPECIFICATIONS

1.1 BACKGROUND

Makhuduthamaga Local Municipality intends to fully automate all its business processes as at current stage most of its operations are manual.

Makhuduthamaga Local Municipality intends to install an Electronic Content-Digital System to fully digitalise and automate all its business processes.

The municipality is currently using Microsoft Products such as Windows Server and Microsoft 365.

The Municipality is using **Sage 300** as its main financial system, Sage 300 Employee for leave Management as well Sage 300 Payroll.

Key Responsibilities of the Service provider:

A service provider is required to conduct a full assessment of the current business processes and develop a system to fully automate identified processes.

Develop process flows as guided by the Municipal operations.

Develop customised forms for every Department/ Division for easy flow of tasks/ assignments and approvals.

Include a digital signature module to allow users to sign documents online.

Signature Module to allow users to sign any document even if not from the system.

System should allow signature pads to capture signatures for later use.

The system should be able to link with Current Electronic Document Management System (Therefore) to archive documents as per the adopted file plan

The system should be able to develop E-Forms

The system should have security features, Access control features

Off-shelf systems should be customised to meet Municipal Requirements

System should be accessible from anywhere including on mobile devices

The system should be able to link with other municipal systems

The Municipality has total number of 300 users

The aim is to automate following municipalities department's operations

Budget and Treasury – Supply Chain, Expenditure, Budget and Reporting and Assets management

Corporate Services – Information Technology, General Administration, Legal Services, Human Resources Management and Human Resources Development

Community Services – Library Services, Disaster Management, Road Safety and Traffic Management Services, Waste Management Services, Sports Arts and Culture

Executive Support – Office of the Municipal Manager, Office of the Mayor, Speakers Office, Chief Whips office

Local Economic Development -

The system should be hosted on a cloud platform

The project should take three (3) months to be completed from the date of appointment.

1.2 PROFESSIONAL SERVICES

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

1. Project planning,
2. Requirements definition,
3. Design,
4. Development,
5. Integration and test,
6. Implementation,
7. Operation and maintenance.

1.2.1 PROJECT PLANNING PHASE

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

- project plan and schedule
- comprehensive listing of scheduled activities for the requirements phase

1.2.2 REQUIREMENTS DEFINITION PHASE

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

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

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

1.2.3 DESIGN PHASE

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

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

1.2.4 DEVELOPMENT PHASE

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

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

- Implementation plan

1.2.5 INTEGRATION AND TEST PHASE

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

- Integrated software
- Implementation plan
- Acceptance plan which include test cases

1.2.6 IMPLEMENTATION

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

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

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

1.2.7 OPERATION AND MAINTENANCE

The operation and maintenance of the application will consist of a partnership of the supplier and Information Communication Technologies; therefore, the supplier shall provide documentation that describes the requirements for the software application to function in a normal environment. The supplier shall provide all requirements needed for the application to be maintained in an operational environment.

1.2.8 MODIFICATIONS AND ADDITIONAL SERVICES

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

1.3 PROJECT MANAGEMENT

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

1.3.1 INITIATING

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

1.3.2 PLANNING

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

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

1.3.3 EXECUTING

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

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

1.3.4 CONTROLLING AND MONITORING

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

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

1.3.5 CLOSING

This phase entails making sure you have delivered everything expected of the project based upon the agreed terms in the requirements gathering phase as well as the acceptance criteria. MLM will provide an internal Project Manager to coordinate with the Project Manager of the Supplier.

This project manager will be responsible for providing all necessary MLM resources and for providing a status report to the municipality on the progress of the project as well as obtaining the necessary approvals for each milestone.

The following services will be required of the Project Manager:

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

1.3.6 CONTRACT ADMINISTRATION AND MANAGEMNET

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

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

1.3.7 SYSTEMS REQUIREMENTS MATRIX

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

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

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

(E)- Requirement is fully and completely met proposed system and can be demonstrated in the proposed software package.

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

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

(O)- Requirements will be provided by a standard option. The cost of these options shall be provided in the cost section of the proposal

(C)- Requirements cannot be provided.

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

1.6 TECHNICAL REQUIREMENTS

HARDWARE AND SOFTWARE: SPECIFICATIONS

This section presents clarity on hardware requirements for the MLM’s hardware and software standards. Actual memory sizes, peripherals and system software standards packages shall be recommended by the processor. (Please provide complete hardware specifications within your response. Please contact our ICT Manager for minimum acceptable configuration information). MLM desires to be provided with both the cost to purchase all hardware and connectivity for this solution as well as an optional complete, end-to-end, solution including all hardware necessary for the solution. Suppliers must include a complete itemized hardware recommendation. Supplier’s recommended hardware specifications must conform to MLM’s hardware standards to be specified by the ICT section. The goal is to have a high- performance system rather than an economical one. Servers, desktops, laptops, tablet and PC’s shall/ may require administrator rights to operate.

1.7 INTERFACE WITH OTHER SYSTEM SYSTEMS.

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

1.8 TESTING REQUIREMENTS

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

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

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

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

Acceptance Criteria

- The Application Software meets the current published product specifications and documentation;

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

In addition, if the system is reloaded in entirety, either manually or automatically, the system will be assumed to be down for one full hour or actual time if greater, per occurrence. Scheduled system reloads will be counted as actual time down only. In the event that the required level of reliability is not demonstrated at the end of the sixty day period, the municipality may, completely at its own discretion allow a period, not to exceed sixty (60) days, during which the proposer is allowed to correct any deficiencies with the system. If this extension is allowed, the proposer shall reinitiate certification by submitting a revised letter of certification to the Municipality within sixty (60) day extension period specifying the corrections made to the system. The certification process described here will then be repeated. This statement of the possibility of extension in no way obligates the Municipality to do so.

1.9 TRAINING REQUIREMENTS

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

1.9.1. USER TRAINING

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

1.9.2. Do IT TRAINING

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

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

1.10. APPLICATION DOCUMENTATION

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

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

MLM shall be granted the rights and the approval to duplicate application documentation at no additional charge provide that all proprietary marking of the Proposer are retained on all duplicates.

1.11. WARRANTY AND USABILITY

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

The proposed solution shall be available when needed, in sufficient capacity and dependable in terms of continuity and security. The proposed solution must have the capability to be highly available which means at a rate of

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

1.12. MAINTENANCE AND SUPPORT

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

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

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

1.13 SOFTWARE LICENCES

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

For more information contact: 013 265 8611

Email: Johannesm@makhuduthamaga.gov.za

Price schedule (Bill of Quantities)

ITEM	DESCRIPTION	UNIT	QUANTITY	TOTAL
1.	Total System Cost for 300 users including digital Signature module, Hosting Services and Training (ONCE OFF)	1	ONCE OFF	R
2.	Annual System Licensing	3	3 YEARS	R
3.	Administration support per hour		3 YEARS	R
Sub-Total				R
VAT @ 15%				R
				R

Vendor.

MAAA NO -----

10. DURATION OF CONTRACT

This is a 3 (three) years project and work will be done as and when instructed by the municipality represented by the user department in the form of official municipal order document .

11. Payments

Payments will be made within thirty days of submission of (Tax) invoice.

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority where-
- The bidder is employed by the state; and/or
 - The legal person on whose behalf the bidding document is signed, has a relationship with persons/ a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
- 2.1. Full Name of bidder or his or her representative:.....
- 2.2. Identity Number:.....
- 2.3. Position occupied in the Company (director, trustee, shareholder²):.....
- 2.4. Company registration number:.....
- 2.5. Tax Reference Number:.....
- 2.6. VAT Registration Number:.....
- 2.6.1 The names of all directors/ trustees/ shareholders/ members, their individual identity numbers, tax reference numbers and, if applicable, employee/ persal numbers must be indicated in paragraph 3 below.

¹“State” means –

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- a. Any national or provincial department, national or provincial public entity or constitution within the meaning of Public Finance Management Act, 1999 (Act No. 1 of 1999);
- b. Any municipality or municipal entity;
- c. Provincial legislature;
- d. National Assembly or the national Council of provinces; or
- e. Parliament.

2"shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7. Are you or any person connected with them bidder ☐ YES NO ☐
 NO
 presently employed by the state?

2.7.1. If so, furnish the following particulars:

Name of person / director / trustee/ shareholder/ member:

.....

Name of state institution at which you or person
 connected to the bidder is employed:

.....

Position occupied in the public institution:

.....

Any other particulars:

.....

.....

.....

2.7.2. If you are presently employed by the state, did you obtain ☐ YES ☐
 NO
 the appropriate authority to undertake remunerative
 work outside employment in the public sector?

2.7.2.1. If yes, did you attached proof of such authority to the bid ☐ YES ☐
 NO
 document?

(Note: Failure to submit proof of such authority, where
 applicable, may result in the disqualification of the bid.

2.7.2.2. If no, furnish reasons for non-submission of such proof:

.....

.....

...

.....
...

- 2.8. Did you or your spouse, or any of the company's directors/ trustees/ ☐ YES ☐
NO
shareholders/ members or their spouses conduct business with the
state in the previous twelve months?

2.8.1. If so, furnish particulars:

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

- 2.9. Do you, or any person connected with the bidder, have any relationship ☐ YES ☐
NO
(family, friend, other) with a person employed by the state and who may
be involved with the evaluation and or adjudication of this bid?

2.9.1. If so, furnish particulars:

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

- 2.10. Are you, or any person connected with the bidder, aware of any ☐ YES ☐
NO
relationship (family, friend, other) between any other bidder and any person
employed by the state who may be involved with the evaluation and or
adjustment of this bid?

2.10.1. If so, furnish particulars:

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

2.11. Do you or any of the directors/ trustees/ shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1. If so, furnish particulars:

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

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

Full Names	Identity Number	Personal Tax Reference Number	State Employee Number/ Persal Number

3. DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPH 2 and 3 ABOVE IS
CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name Of Bidder

MBD 9.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

MBD 9.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or

arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

MBD 9

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)				
BID NUMBER:		CLOSING DATE:		CLOSING TIME:
DESCRIPTION				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

Where the recommended bidder is not tax compliant, the bidder should be notified of their non-compliant status and the bidder must be requested to submit to the municipality or municipal entity, within 7 working days, written proof from SARS of their tax compliance status or proof from SARS that they have made an arrangement to meet their outstanding tax obligations. The proof of tax compliance status submitted by the bidder to the municipality or municipal entity must be verified via the CSD or e-Filing.

The accounting officer should reject a bid submitted by the bidder if such a bidder fails to provide proof of tax compliance status within the timeframe stated above.

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐
YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐
YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐
YES ☐ NO

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender)

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

1.3 Points for this tender shall be awarded for:

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of

this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black People	4	
Youth	4	
Women- ownership of more than 50 %	2	
Small, Medium and Micro Enterprises (SMMEs)	4	
People with disability	2	
Enterprises within Makhuduthamaga juristiction	4	
Total	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company / firm

4.3. Company registration number:

4.4. TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary

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

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of 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	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

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CERTIFICATION

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

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

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder