



Waterberg
District Municipality

on the Go for Growth

RE ADVERT

BID NUMBER: WDM/2023/24-05

**BID: UPGRADING OF ICT INFRASTRUCTURE AND DEVELOPMENT OF DISASTER
RECOVERY SOLUTION FOR WATERBERG DISTRICT MUNICIPALITY**

ADVERT DATE: 02 AUGUST 2024

CLOSING DATE: 02 SEPTEMBER 2024 @ 11H00 AM

NAME OF TENDERER: _____

CONTACT PERSON: _____

TENDERED AMOUNT: _____

TENDERED AMOUNTS IN WORDS: _____

CELL NUMBER: _____

FAX NUMBER: _____

OFFICE NUMBER: _____

EMAIL ADDRESS: _____

POSTAL ADDRESS: _____

PHYSICAL ADDRESS: _____

NB! The tender document and forms must be completed and signed in black ink

A. INTRODUCTION

1. Invitation to submit proposals:

Waterberg District Municipality (WDM) invites service providers to submit proposals for the **UGPGRAING OF ICT INFRASTRUCTURE AND DEVELOPMENT OF DISASTER RECOVERY SOLUTION FOR WATERBERG DISTRICT MUNICIPALITY** described in the Specification document. Proposals received will be the basis for the contract negotiations and ultimately appointment of the suitable panel of two service providers. It is therefore important that Bidders familiarise themselves with the municipality's processes and WDM supply chain management policy and to take them into account in preparing their proposal.

2. Bidders must note that the costs of preparing the proposal and of negotiating the contract are not reimbursable and Waterberg District Municipality is not bound to accept any of the proposals submitted.

3. At any time before submission of the proposals, Waterberg District Municipality may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify these Specifications by amendments. Waterberg District Municipality may at its discretion extend the deadline for the submission of proposals.

B. FINANCIAL PROPOSAL

In preparing the financial proposal, Panel of two service providers are expected to take into account the requirements and the conditions of these Specifications. The financial proposal should list all costs associated with the project and relevant taxes. The proposal must be fixed cost and remain valid for **90 days** after the closing date of the tender submissions. The rate of exchange of this bid is not subject to any foreign currency and the prize must be firm.

C. NEGOTIATIONS

Negotiations to reach agreement on all points and sign a contract will be held at a time and place to be determined by the Waterberg District Municipality. Negotiations will include a discussion of the technical proposal, the proposed work plan and any suggestions made by the appointed service provider to improve the Terms of Reference. The agreed work plan, service level agreement and final Terms of Reference will then be incorporated into the "Description of Services" and form part of the contract.

WDM reserves the right to increase or reduce the scope of work depending on the availability of financial resources.

D. SUBMISSION, RECEIPTING AND OPENING OF TENDER PROPOSAL

The proposal tender document shall be placed in a sealed envelope clearly marked “project name, project number and the closing date”. The envelope shall be deposited in the tender box at the municipality's offices situated at:

HARRY GWALA STREET, MODIMOLLE

Note that any proposal received after the closing date and time for submission, will not be considered.

Enquiries regarding the bid may be directed to:

Technical Enquiries regarding the bid may be directed to:

Mr F Lekoma

IT Network Administrator

flekoma@waterberg.gov.za

Telephone Number: 014 718 3359/ fax no. 086 729 9507

AND

Administrative Enquiries to Supply Chain Unit: - Mr George Matlou

Telephone number:-014 718 3352

gmatlou@waterberg.gov.za

The proposal will be opened immediately after the closing time for submission. No bid outside the box will be accepted. At the proposal opening all service providers proposal will be read aloud and the proposal amount shall be made public and recorded.

Waterberg District Municipality will take ownership of the outcomes and deliverables, thereby reserving the right to reproduce information from, copy and / or distribute such outcomes and deliverables without the prior consent of and / or reference to the service provider.

WATERBERG DISTRICT MUNICIPALITY

TERMS OF REFERENCE FOR– UGPGRADING OF ICT INFRASTRUCTURE AND DEVELOPMENT OF DISASTER RECOVERY SOLUTION FOR WATERBERG DISTRICT MUNICIPALITY

It is the intention of the Waterberg District Municipality to enter into a service agreement with a appointed service provider that will carry out the services described hereunder. These Terms of Reference and the service provider's proposal will form the basis of the contract.

SECTION 1: DETAILS

Province	Limpopo
Municipality	Waterberg District Municipality
Project Name	UGPGRADING OF ICT INFRASTRUCTURE AND DEVELOPMENT OF DISASTER RECOVERY SOLUTION FOR WATERBERG DISTRICT MUNICIPALITY

SECTION 2: SUMMARY OF BRIEF

Proposals are requested from service providers who have the necessary stature, extensive experience and qualifications for UGPGRADING OF ICT INFRASTRUCTURE AND DEVELOPMENT OF DISASTER RECOVERY SOLUTION FOR WATERBERG DISTRICT MUNICIPALITY.

SECTION 3: PROJECT DESCRIPTION

1. INTRODUCTION / BACKGROUND

Waterberg Municipality's mission is to invest in a constituency of talented human capital who are motivated and innovative to build a sustainable economy in the field of energy, minerals and eco-tourism for the benefit of all our communities. It needs Infrastructure solutions that will help transform the data center by enabling key IT initiatives:

- **Standardize**—Simplify, standardize, and reduce the number of data centers, applications, servers, storage, and network resources.
- **Virtualize**—Move towards modular, virtualized architectures built on hyper-convergence from the ground up
- **Secure**—Optimize across all endpoints, protect the business with resilient operations.

Waterberg Municipality organization strategy must align with the IT division strategy which is to:

- Transforming workplace relations
- Enhance Service Delivery
- Mobility for business users with access anywhere, anytime
- Require visibility of success status worldwide, preferably as a dashboard
- Business continuity in case of a disaster in any of the sites
- Automation of operational activities and monitoring
- Increased agility and flexibility
- Waterberg Municipality's long-term data archival and data security
- Reduced cost
- Managed risk
- Improved customer experience
- Enhanced employee experience

This document specifies how upgrading of ICT infrastructure and development of disaster recovery solution installations should be undertaken on all Municipality sites to maintain consistency and quality

2. PURPOSE / OBJECTIVES OF THE PROJECT

Purpose of assignment

Waterberg Municipality is in the process of acquiring a new IT Infrastructure Solution. This project will be delivered to ensure that the major operations are supported, and all the critical data is secured, and the environment is stable. This will include install and deployment of services and systems, migration of systems, training (where necessary), support and maintenance of the environment for 36 months.

- 2.1 **Power Backup (UPS):** Install power backup for both Datacenters in Modimomolle Disaster Centre and Waterberg District Municipality (Main Building).
- 2.2 **Security:** Install the 36 months subscription firewall and antivirus licenses.
- 2.3 **Upgrade the overall Server Infrastructure in line with best practices:** The Waterberg District Municipality ICT Infrastructure was last upgraded more than ten (10) years back and is currently obsolete in that the support in terms of spares and software updates is not feasible. The aim is to establish the Hyperconverged infrastructure to allow for high-availability and redundancy of services. **Disaster Recovery:** The municipality has currently no disaster recovery site which may result in difficulty in recovering the network should the disaster strike. The aim of this project is to establish the disaster recovery site in the form of hyper-converged infrastructure and establish the cloud disaster recovery on mission critical applications.
- 2.4 **Network Refresh:** The Network infrastructure is not up to standard and all remote sites of the municipality are stand alone and not centrally managed. No proper core-switch to

link the backbone of the network in the main building instead an old 24-port switch is used to link the switches using UTP links. The goal of network refresh is

- To link all the sites using WAN connections so as to establish the collaboration and central management of devices in terms of software patches, updates and Support. to easily integrate remote branch offices with multiple employees into corporate network.
- To install new POE LAN switches across the organisation
- To install a core switch in the main building to link all other switches using fibre connections.
- To have all the network points patched properly and labelled accordingly.
- To refresh Wireless Access Points and improve wireless coverage.

2.5 Multimedia Collaboration Systems Upgrade: The cooperation systems in the boardrooms and the council chamber are outdated and unable to keep up with modern technological trends. All systems are to be updated to the newest models.

2.6 Software Licensing: The software is not properly managed currently the software that is used is off-shelf retail software, which is expensive, old, and has no software assurance.

The objective is to centralise all the software under a volume license agreement which has software assurance and offers low costs and easy migration to new versions of software.

2.7 Develop a Backup Strategy: The purpose is amongst others to develop a proper data backup strategy and to implement a data storage cloud replication.

2.8 ICT Policies: Review, Align and develop ICT policies in-line with current infrastructure and best practices

2.9 The service provider must develop **BCP and DR** plans

2.10 ICT Strategy: Develop the 5-year ICT strategy or roadmap for Waterberg District Municipality

THE CURRENT INFRASTRUCTURE LANDSCAPE:

Servers:

Server	Discription	RAM	Storage Capacity	Operating system
HP Server	Payroll and HR			Server 2012 R2
HP Proliant DL 580 G7	(Domain Controller and WSUS)	32GB	2.72TB (2.3TB Free)	ESXI 6.7 (Server 2019 R2 Server 2019 R2)
HP Proliant ML350 G5	File Server and Storage	2GB	1.09TB (231GB Free)	Server 2012 R2

IBM System x3650 G3	Domain Controller	8GB	407GB (382GB Free)	Server 2019 R2
HP Proliant DL360 G5	Backup server	6GB		Server 2012 R2 Symantec Backupexec 2014
HP Proliant ML350 G5	Exchange Server (Exchange 2007)	16GB	1.09TB (261GB Free)	Server 2008 R2

Storage:

Currently there is no dedicated shared storage

Data Protection:

Backup Exec, Backup to Tape

Networking:

Netgear Ethernet switches and Cisco switches

Firewall:

Sophos XGS126 Appliance and Xstream Protection Bundle

3. SCOPE OF WORK

The scope of this assignment is based on the requirements for upgrading the ICT infrastructure by establishing the hyper-converged server infrastructure which also develops the disaster recovery site for Business Continuity.

The following services are required to provide the Installs Adds, Moves, Changes (IMACs) Maintenance, and Support to meet the Waterberg District Municipality's new requirement.

PHASE 1

1.1. Power Backup (UPS): (Main Building).

Backup/Alternative Energy Solution

Description	Quantity
Supply and Install power backup for both Datacenters in Modimomolle Disaster Centre and Waterberg District Municipality	
Hybrid Inverter 8Kw 48V	2
Battery Lithium Ion 5.32Kw	4
2x pair of battery Cables 35mm2 1m pack	2
Solar Panel 545W Mono	20
Installation materials including mc4 connectors, breakers, surge protection device, db, trunking, conduit and sundries.	2
Norsk 6mm 4 Core Surfex cable	20
Dc 3p Battery Disconnect Box 160a Nh0	2
Inge: Dc 125a Blade Fuse 48vdc Nh0	4
8kw Inverter Installation	2
Certificate Of Compliance	2

- Installation of solar systems and inverters should be done on two datacenters in Modimolle number 44 Harry Gwala Street and number 1 Oktaan Steet.
- 10 panels per site
- 1x Hybrid Inverter 8Kw 48V
- 2x Battery Lithium Ion 5.32Kw
- 2x Battery Lithium Ion 5.32Kw

1.2 Security

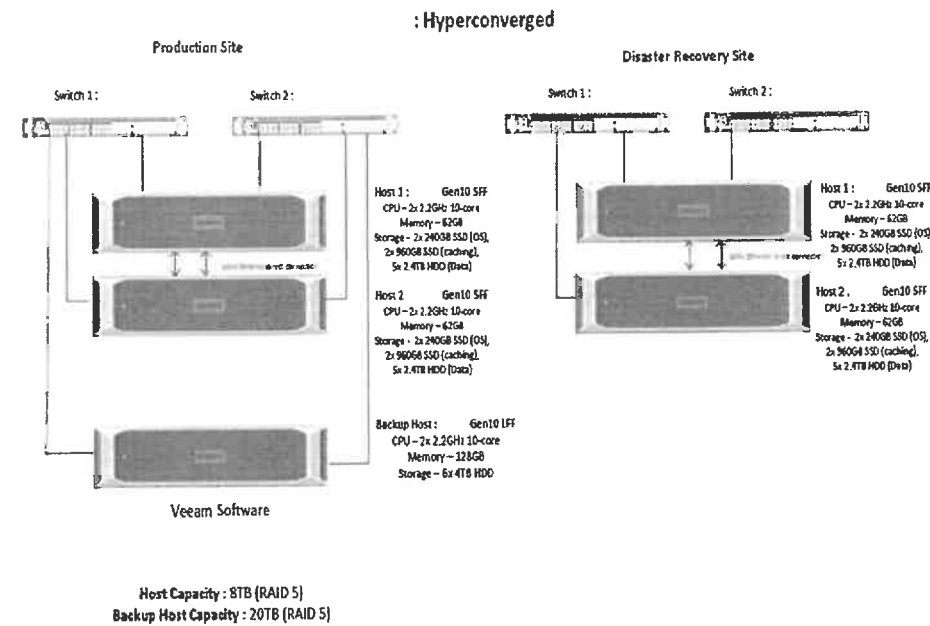
Product Description	Quantity
Firewall Protection (Supply and Install firewall with a 36 Months Licence) • Base Firewall • Stateful Firewall, VPN, Wireless • Network Protection • IPS, ATP, SD-RED Device Management • Web Protection • Web Security and Control, Application Control, Web Malware Protection • Zero-Day Protection • Machine Learning, Sandboxing File Analysis, Threat Intelligence • Central Orchestration • SD-WAN VPN Orchestration, CFR Advanced • Enhanced Support • Enhanced Support	1

• Email Protection • Anti-spam, Antivirus, DLP, Encryption, Email Malware Protection • Web Server Protection • Web Application Firewall • Enhanced Plus Support • Enhanced Plus Support	
Antivirus (Supply and Install antivirus with a license for 36 Months Licence) • Endpoint Detection and Response (EDR) • Managed Threat Response (MTR) • HIPS (Intrusion Prevention System) • DLP (Data Loss Prevention) • Single portal to manage Endpoint Protection and Encryption • Integration with Next Generation Firewall • Central Update Server • Server Lockdown support • File integrity monitor • Runtime Protection • Anti-Ransomware Engine • Ransomware rollback • Prevent Credential Theft	150

PHASE 2

- 2.1 Server Infrastructure and Disaster Recovery:** Establish the Hyperconverged infrastructure to allow for high-availability and redundancy of services. Establish the disaster recovery site in the form of hyper-converged infrastructure.

The following diagram is the high level design of the required solution:



2.1.1 VM Hosts

Product Description	Quantity
2U Rack mount server with modular drive bay configuration options with up to 24 SFF, • 2x (2.2GHz/10-core/85W) FIO Processor • 4x 16GB (1x16GB) Dual Rank x8 DDR4-2933 CAS-21-21-21 Registered Smart Memory Kit • 2x 240GB SSD Read Intensive (Operating System) • 2x 960GB SSD Read Intensive (Catching) • 5x 2.4TB (Data) • 2x 1600W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit • 1x Ethernet 1Gb 4-port BASE-T BCM5719 Adapter • 1x Ethernet 10/25Gb 2-port SFP28 BCM57414 Adapter • 96W Smart Storage Lithium-ion Battery with 145mm Cable Kit • 1x Raid Controller (8 Internal Lanes/2GB Cache/SmartCache) 12G SAS Modular Controller • 1x iLO remote control License with 3yr Support on iLO Licensed Features • 2U Small Form Factor Easy Install Rail Kit	4

2.1.2 Backup Host

Product Description	Quantity
2U Rack mount server with modular drive bay configuration options with up to 12 LFF • 2x (2.2GHz/10-core/85W) FIO Processor • 8x 16GB (1x16GB) Dual Rank x8 DDR4-2933 CAS-21-21-21 Registered Smart Memory Kit • 6x 4TB SAS 12G Midline 7.2K LFF (3.5in) SC 1yr Wty Digitally Signed Firmware HDD • 2x 1600W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit • 1x Ethernet 1Gb 4-port BASE-T BCM5719 Adapter • 1x Ethernet 10/25Gb 2-port SFP28 BCM57414 Adapter • 96W Smart Storage Lithium-ion Battery with 145mm Cable Kit • 1x Raid Controller (16 Internal Lanes/4GB Cache/SmartCache) 12G SAS Modular Controller • 1x iLO remote control License with 3yr Support on iLO Licensed Features • 2U Small Form Factor Easy Install Rail Kit • 4x 25Gb SFP28 to SFP28 3m Direct Attach Copper Cable	1

- Obtain All relevant server Licenses, CAL's, and certificates
- Install the power backup system to the server room In Modimolle Disaster Management Center and Waterberg Head-Office preferably renewable energy with hybrid functionality.
- Install the latest server operating system on all the servers.
- Configure the Hyper-converged infrastructure on servers
- Implement a virtualized environment consisting of two domain controllers.
- Migrate active directory services, DNS and DHCP
- Implement SCCM server and configure WSUS
- Install and Configure Deployment Server
- Install and Configure the Sharepoint server with departmental and user directories.
- Install and configure 1 server for File storage
- Install and configure email filtering software.
- Implement the new Email Exchange Server and install all SSL certificates.
- Install a local Data Backup System with replication to the cloud storage.
- Implement replication for the virtual servers (ASR)
- Obtain and install antivirus on servers and clients with 36 months license validity
- Review and develop the ICT policies in-line with the best practices and newly developed infrastructure
- Configure the firewall with a 36 months Protection License

2.1.3 HCI Switches

Product Description	Quantity
24G PoE 4SFP Switch	4
1G SFP RJ45 T 100m Cat5e Transceiver	8
10G SFP+ to SFP+ 3m Direct Attach Copper Cable	4

2.2 Network Refresh:

The goal of network refresh is

- To link all the sites using WAN connections so as to establish the collaboration and central management of devices in terms of software patches, updates and Support.
- To install new POE LAN switches across the organisation
- To install 2x core switches in the main building to link all other switches using fibre connections.
- To have all the network points patched properly and labelled accordingly.
- To refresh Wireless Access Points and improve wireless coverage.

Install new POE LAN switches across the organisation

Install 2x core switches in the main building to link all other switches using fibre connections.

Patched Network points properly to the Patch Panels and label them accordingly.

Install 10x Wireless Access Points and Create two SSID production and guests

The following is a summary of the required: Core Switches, Access Switches and Wireless Access Points etc.

Location	Core Switch	24 Port Access Switch	48 Port Access Switch	Wireless Access Point	SD-RED	Fiber Patch Panel	24 port patch panel	48 port patch panel
Head-Office(WDM)	2	3	3	10	0	5	3	3
Modimolle disaster centre	0	1	0	2	0	1	1	0
Mokopane EHP	0	1	0	0	1	0	1	0
Lephalale Disaster centre	0	1	0	0	1	0	1	0
WDM Abattoir (Modimolle)	0	1	0	1	0	0	1	0
TOTAL =	2	7	3	13	2	6	7	3

Technical Compliance

2.2.1 Core Switches

Description	Quantity
Non-blocking equipment Total RU with BPS: 1 RU maximum Support, if necessary, Internal Redundant Power Supplies AC/DC SFP's HotSwap Minimum of 8 SFP+ ports (10Gbps) Equipment with support of 8 SFP+ with MACSec capable ports High availability with virtual chassis concept up to 8 elements, redundant stacking links, primary/secondary unit failover, hot-swappable power options and configuration rollback Minimum stacking aggregated of 80Gbps Minimum raw fabric capacity (Gbps): 240 Gbps Minimum Processing Capacity (Mpps): 208 Mpps Operating Temperature: 0 ° C to 45 ° C Humidity (operation): 5% to 95% non-condensing	2

2.2.2 24 Port Access Switches

Description	Quantity
Non-blocking architecture Total RU: 1 RU maximum Power Supply must be internal and integrated into the switch. SFP's Hot Swap Minimum of 24 ports 10/100/1000 Base T RJ45 with PoE+ Minimum of 2 SFP+ ports (1/10Gbps) for Uplink or VFL Minimum of 2 1000BaseT/SFP combo ports Stack up to 4 elements (Single Management IP) Minimum switching capacity of 92Gbps Minimum switch capacity with all ports (full-duplex + VFL) of 92Gbps Minimum VFL (aggregated) of 40Gbps Minimum Processing Capacity (Mpps): 68.5 Mpps Operating Temperature: 0°C to 45°C Humidity (operation): 5% to 95% non-condensing Minimum power supply efficiency (max load) of 93.5% Minimum MTBF (hours) @ 25°C: 1.447.000 Maximum system power consumption idle of 21W Maximum system power consumption 100% traffic all ports of 28W Minimum PoE Budget of 180W	7

2.2.3 48 Port Access Switches

Description	Quantity
48 RJ-45 autosensing 10/100/1000 Mbps ports including 40 CL4 and 8 CL6 PoE ports (IEEE 802.3 Type 10BASE-T, IEEE 802.3u Type 100BASE-TX, IEEE 802.3ab Type 1000BASE-T, IEEE 802.3at Class 4, IEEE 802.3bt Class 6); Duplex: 10BASE-T/100BASE TX: half or full; 1000BASE-T: full only 2 SFP+ 10GbE ports 2 10GBASE-T port	3

2.2.4 Core to Access Connectivity (Fiber Backbone)

Description	Quantity
Indoor 4 Core MM fiber cable (500m Drum)	1
Splice Tray with Fiber patch-panel	4
Pigtail	20
1G SFP LC SX 500m OM2 MMF Transceiver	16
Network Points (CAT 6)	163
48-Port CAT6A FTP Shielded 1U Patch Panel 19-Inch Loaded w/Tool-Less Keystone Jacks Rackmount or Wallmount	3
24-Port CAT6A FTP Shielded 1U Patch Panel 19-Inch Loaded w/Tool-Less Keystone Jacks Rackmount or Wallmount	3
Cable Tray Trunking (500m)	1
2km fiber link from Head Office to Disaster Management Center	2km
SFP-10G-LR-1310nm DDM 10KM Optical Transceiver	6

- All cables must be neatly labeled and enclosed in a trunking.

2.2.5 Wireless Access Points

Description	Quantity
Support Wireless Standards 802.11, 802.11a, 802.11ax, 802.11b, 802.11g, and 802.11n The wireless management devices must be centralized managed. Roaming between the Aps Tri-radio AP with 6GHz radio frequency. VOIP technology over wireless Multiple VLANs for SSIDs and 1 Management VLAN High availability wireless controllers Alert for any detected coverage holes with mitigation options with neighboring APs AP Central Management Quality of service to manage traffic of wireless clients	13

AP should support 1Gig switch speed Wireless controllers should support 1Gig / 10Gig switch speed;(10Gig Fibre or 1Gig Copper) Devices software/firmware and configurations up to date as well as Configuration Management Database (CMDB). The WDM should be granted access to the devices/equipment for internal monitoring The Access Point shall support up to 32 SSIDs (16 per radio). If a band/channel (2.4GHz/5GHz) is overloaded (high medium utilization) and even if it is not crowded, an AP shall guide a new client to the less loaded band/channel. If all bands/channels (2.4GHz/5GHz) are overloaded (high medium utilization) and the 5GHz is crowded, an AP shall guide a new client to the 2.4GHz band. When a new client discovers multiple APs to associate to, the new client shall be guided to the AP that has the fewest associated clients, thus allowing smart/dynamic load balancing. The WLAN solution shall force clients to the 5GHz only when there are dual band capable. The WLAN solution shall deny connection to an AP when the signal of the client becomes too weak and disconnect a client to force it to roam when the signal becomes too weak. The WLAN solution shall support the IEEE 802.11v and 802.11k standards to facilitate network guided roaming. The WLAN solution shall support data rate control to encourage clients to roam at higher rates. The WLAN solution shall propose APs that have the ability to scan the air in order to provide interfering/rogue APs and wireless attacks detection, and shall not rely on dedicated scanning equipment. The scanning function of the APs shall not impact active voice or video calls (SIP and H.323). At least for the 5GHz band, the WLAN solution shall allow to define the list of channels which can participate in dynamic configuration. The WLAN solution shall allow to define a range of transmit power per band (min & max) even if power settings are configured for automatic and dynamic assignments. The WLAN solution shall propose Access Points which can all be configured and deployed in a dedicated scanning mode. The WLAN solution shall propose Access Points with wireless packet capture capabilities. The WLAN solution shall make it simple to review the roaming history for a given client device. The WLAN solution shall allow the definition of flexible policies to classify an AP as a Rogue AP. The WLAN solution shall allow the definition of flexible AP attacks detection policies. The WLAN solution shall be able to blacklist a WLAN client, either manually or automatically after a client attack has been detected. The WLAN solution shall allow to configure a blacklist duration. The WLAN solution shall allow to configure an authentication failure times threshold.	
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2.2.6 Management

Functionality:	Quantity
The wireless LAN solution shall propose a centralized management function based on an embedded and secure WEB GUI, irrespective of the deployment model (“small” or “large”) In addition to a centralized management function, all Access Points of the wireless LAN solution shall propose a dedicated web interface to monitor and configure a single AP in the global infrastructure, irrespective of the deployment model (“small” or “large”) If the centralized management function requires the deployment of a dedicated application, this one shall be in the form of a Virtual Appliance that can be installed on top of any of following hypervisors: VMware ESXi, Microsoft HyperV and Oracle VirtualBox. The centralized management function shall be able to handle wired equipment (switches) management for a “unified management” approach. The WLAN solution shall be able to automatically discover new APs added to the network. The centralized management function shall allow to display the physical topology of the network, including wireless links between APs. The centralized management function shall allow per equipment configuration and software backup and restore, and bulk backup and restore. The centralized management function shall allow access to all wIPS/wIDS features. The centralized management function shall offer, on the basis of an application signature file, insight at application layer (e.g. facebook.com, youtube.com, salesforce.com...) even if the applications run on top of the HTTP or HTTPs protocols. It shall also allow control of those applications. The centralized management function shall allow to display the Wi-Fi coverage quality within a given area (“Heat Map”). The centralized management function shall allow, before deployment, to determine optimal placement of Access Points (APs) in a location (RF Planning). The centralized management function shall be collocated with the Guest and BYOD management applications.	1

2.2.7 WAN Collaboration Devices (SD-RED)

Description	Quantity
Sophos WAN Device	2
Sophos Firewall	
Sophos UTM	
Maximum throughput	
LAN interface	
WAN interfaces	
SFP interface	
USB interfaces	
Power supply	

Dimensions width x depth x height	225 x 44 x 150 mm	
Weight	1 kg	
Power consumption	75 (max.)	

- a) Service providers are welcome to call and make appointments to visit the site.
- b) Structured voice, video and data cabling;
- c) Re-cabling of all end-points using CAT6 connections that are connected to a patch panel on each floor/cabinet;
- d) New cable Trunks where applicable;
- e) Reuse of existing cabinets where possible;
- f) Installation of Wireless Access Points;
- g) Labelling the network points and termination unit

PHASE 3

- 3.1 Multimedia Collaboration Systems Upgrade:** The cooperation systems in the boardrooms and the council chamber are outdated and unable to keep up with modern technological trends. All systems are to be updated to the newest models.

3.1.1 Supply and Install Flat Panels

Description	Quantity
86-inch infrared Interactive flat panel (2x Board Rooms and Council Chamber)	3
Wall Mount Bracket	1
OPS,I5-10500,DDR4 8GB,128GB SSD,Windows10 IOT Enterprise SAC,195mm,180mm,30mm (2x Board Rooms and Council Chamber)	4
75-inch infrared Interactive flat panel (Council Chamber)	1
Remote Controller	4
Presentation Dongle	4
86-inch infrared Interactive flat panel Technical Support 12 Months	4
OPS,I5-10500,DDR4 8GB,128GB SSD,Windows10 IOT Enterprise SAC,195mm,180mm,30mm Technical Support 12 Months	4
75-inch infrared Interactive flat panel Technical Support 12 Months	4

3.1.2 Supply and Install Video Wall.

Description			Unit	Quantity
4200X2050mm Screen Display Parameters		Display Size	M ²	8.505
Pixel Pitch	P 1.87			
Lamp Type	SMD	Panel Size (mm)		
		Width		
Density	285968 dots/m ²	Height		
		Panel Quantity		
Viewing Angle	Horizontal ≥160°, Vertical ≥160°	Total Modules		
Refresh Rate	3840Hz	Total Size (mm)		
Brightness	≥600	Surface Area (m ²)		
Greyscale	14 bits	Resolution	2246	1083
Lifetime	≥100,000 hours (70% brightness)	Total Dots	2432154	
Power Consumption	Max: 342W/m ² , Ave: 152W/m ²			
Novastar-VX600			Each	1
Receiving Card			Each	14
Power Supplies			Each	4
LED Module			Each	6
Receiving Card			Each	2
Power Supplies			Each	1

3.1.3 Supply and Install Audio Conference Systems

Description	Quantity
Full Digital Conference System Controller	1
Economic Full Digital Conference Embedded Chairman Unit	1
Economic Full Digital Conference Embedded Delegate Unit	51
Extension cable, with male and female connector, 20 meters	7
Inserted socket	6
HDMI to HDMI and Optical TOSLINK SPDIF + Analog RCA L / R Stereo Audio Extractor Converter	1

3.1.4 Supply and Install Control System for Audio Conference System

Description	Quantity
Room Automation Controller with 10.1" Touch Screen and Stand	1
4K@60Hz 4:4:4 18Gbps scaler and auto switcher with 6 video inputs. Supports HDMI 2.0, HDCP 2.3, 3D, CEC, Smart EDID and HDR 10. INPUTS: 3xHDMI, 1x USB C, 1x DP, 1x VGA (with 3.5mm audio), OUTPUT: 1xHDMI with de-embedded audio on Phoenix, 3.5mm jack and optical audio outputs. Controllable by IP, button, IR and RS232.	1
HDMI2.0, Extender package consisting of a transmitter & receiver. It extends 1080p up to 492ft(150m) and 4K2K up to 328ft(100m) over CAT6 cable & enables IR & RS-232 passthrough to control source or display device remotely	1
Touch panel Software	1
Pop up Connection Box - Power, HDMI, Lan, Audio	1
4 Way HDMI Splitter	1

3.1.5 Training

Officials	Quantity
Training of ICT officers	3

3.1.6 Cabling and Accessories

Description	Quantity
Cat 6 Cable	8
HDMI Cable 10m	9
HDMI Extenders	2
Support structures	28
Trunking, plugs, convertors, connectors etc.	10
XLR Cables	4
Audio & USB Cables	5
Custom Swivel & Tilt Bracket for 86" inch Screen	1

3.2 Software Licensing:

The objective is to acquire a volume license agreement with software assurance and offers low costs and easy migration to new versions of software. This will also allow for the management and centralization all the software license copies.

3.2.1 Software And Licensing

Product Description	Quantity
Microsoft Windows Server 2022 (16-Core) Datacenter FIO English SW	4
Microsoft Windows Server 2022 (4-Core) Datacenter FIO English SW	4
Microsoft Windows Server 2022 (16-Core) Standard FIO English SW	1
Microsoft Windows Server 2022 (4-Core) Standard FIO English SW	1
Veeam Availability Suite Enterprise E-LTU 5-year	8
Microsoft SCCM	1
Microsoft Exchange 2019	1
Microsoft Sharepoint 2023	1

VMware License	4
Office 2019	150
Windows 11 23H2	150

- 3.3 Develop a Backup Strategy:** The purpose is amongst others to develop a proper data backup strategy and to implement a data storage cloud replication.

Description	Quantity
Backup Strategy	1

- 3.4 ICT Policies:** Review, update and develop ICT policies in-line with current infrastructure and best practices

Description	Quantity
Backup Policy Review and update	12

- 3.5 The service provider must develop Business Continuity Plan (BCP) and Disaster Recovery Plan (DRP)**

Description	Quantity
IT Policies	12

- 3.6 ICT Strategy:** Develop the 5-year ICT strategy or roadmap for Waterberg District Municipality

Description	Quantity
ICT Strategy	1

NB: The bidder must be able to integrate, configure and install the above components

SECTION 4: PROJECT OUTCOMES/ OUTPUTS/ DELIVERABLES

The following is required of the service provider on completion of the project:

1. Phase 1

- 1.1 Power Backup (UPS):** Installed power backup for both Datacenters in Modimomolle Disaster Centre and Waterberg District Municipality (Main Building).
- 1.2 Security:** Supplied and Installed the 36 months firewall and antivirus licenses.

2. Phase 2

- 2.1 Upgraded the overall Server Infrastructure in line with best practices:** The established Hyperconverged infrastructure with high-availability and redundancy of services and Disaster Recovery Solution.
- 2.2 Network Refresh:** The link of all the sites using WAN connections so as to establish the collaboration and central management of devices in terms of software patches, updates and Support. to easily integrate remote branch offices with multiple employees into corporate network.
- Installed new POE LAN switches across the organisation
 - Supplied and Installed core switches in the main building linking all other switches using fibre connections.
 - All network points patched properly and labelled accordingly.
 - Supplied and installed of new Wireless Access Points and improved wireless coverage.

3. Phase 3

- 3.1 Multimedia Collaboration Systems Upgrade:** New collaboration systems supplied and installed in the boardrooms and the council chamber.
- 3.2 Software Licensing:** All server and client software's centralised under a volume license agreement which has software assurance and offers low costs and easy migration to new versions of software.
- 3.3 Develop a Backup Strategy:** A proper data backup strategy developed and cloud replication.
- 3.4 ICT Policies:** All ICT policies reviewed, Aligned and developed in-line with current infrastructure and best practices
- 3.5 Developed Business Continuity Plan (BCP) and Disaster Recovery Plan (DR)**
- 3.6 ICT Strategy:** 5-year ICT strategy developed

SECTION 5: PROJECT PLAN/IMPLEMENTATION SCHEDULE

Bidders must include a detailed work-plan/methodology with the detailed budget reflecting all costs and the implementation plan as per proposal in their bid.

The following information must be included in the work plan:

- (a) Project implementation Plan that indicates the following:
- Clearly defined milestones that are 100% aligned to each of the key objectives as well as each of the expected outputs/ deliverables as outlined in the scope of work.
 - Well defined timelines for each of the activities and deliverables.
 - Allocation of Human Resources & Cost-breakdown of each of the activities and deliverables.

- (b) Proposed Governance Arrangements to support project implementation which may include but not limited to:
- The establishment of a project steering committee.
 - The establishment of a project management team inclusive of the service provider and the WDM team.
 - Provision of secretariat support for the governance structures that will be established.
- (c) Skills Transfer Plan developed in line with the Terms of Reference.
- The establishment of a project steering committee.
 - The establishment of a project management team inclusive of the service provider and the WDM team.
 - Provision of secretariat support for the governance structures that will be established.
- (d) Previous and current similar contracts awarded to the bidder as well as client references')
At least two (2) client references in relation to ICT Infrastructure Upgrade, Server Consolidation (Virtualization), Disaster Recovery Solution and Microsoft Licensing

SECTION 6: PROJECT COSTS / PRICING SCHEDULE AND PAYMENT MILESTONE

Service providers are expected to provide an estimate of disbursements in their proposal and indicate payment at specific milestones successfully completed. The project cost must be inclusive of all chargeable costs to the municipality. The municipality will not pay any amount outside the projected/quoted amount.

The successful Bidders will be remunerated in accordance with previously agreed upon milestones being achieved, within 30 days after presentation of an approved invoice.

The proposal must be fixed cost and remain valid for **90 days** after the closing date of the tender submissions. The rate of exchange of this bid is not subject to any foreign currency and the prize must be **firm**.

SECTION 7: SKILLS ,EXPERTISE AND QUALIFICATION REQUIREMENTS

The successful service provider project team members must have the relevant experience for the project.

- The project team leader/project manager and team members should have proven experience and qualifications in (VMware, PMP, ITIL, MCITP/MCSE, CCNA/CCNP)

NB: At least one comprehensive CV of team leader/project manager or team member with certified copies of above-stated qualifications must be attached. Failure to submit CV with certified qualifications will result in key staff functionality points not being allocated.

SECTION 8: DELIVERY TIMEFRAME

The project is expected to be completed within **36 months** from the date of signing of the service level agreement. The Successful Bidders will be required to commence with the assignment immediately upon appointment and must supply the municipality with a detailed revised work schedule with time frames.

SECTION 9: REPORTING

The Successful Bidders must submit monthly reports on or before the 7th of each month to WDM on progress made. Team leaders are required to be present as and when their meetings.

SECTION 10: PROJECT TEAM

At least one CVs of the project team must be included in the proposal. Project team must be available for the whole implementation of the project. Declaration letters of availability of the team members must be attached, and in case of resignation of the member, the service provider must inform the municipality in writing. The resigned member must be replaced by a team member of the same qualifications and experience. The CV's must include years of experience in related projects, including project names and contactable reference list.

SECTION 11:- EVALUATION CRITERIA

Proposal will be evaluated as follows:

A. Mandatory requirements

Bids will be evaluated on mandatory requirements as stated below.

B. Mandatory requirements

Bids will be evaluated on mandatory requirements as stated below.

MANDATORY REQUIREMENTS

- Tender proposal will be evaluated on 80/20 preferential points system;
- Price(s) quoted must be firm and inclusive of VAT (if VAT registered)
- Detailed price schedule as per the full scope of work (compliance to specification)
- Price(s) quoted must be valid for at least ninety(90) days from the closing date of the tender;
- Pricing schedule must be correctly quantified and calculated. Miscalculations will result in a disqualification;
- Municipal accounts for the physical address of the business and residential addresses of each of its directors must be attached. The municipal accounts submitted may not be older than 2 months from the closing date of tender.
 - If the proof submitted is not in the name of the company or director, written explanations and evidence must be attached indicating how the proof submitted relates to the said business or director;
 - In cases where the address of the business or director is not through ownership but through a lease agreement, a copy of municipal account for the owner of the building must be attached as well as a copy of the lease agreement with the said business or director;
 - This should provide clear evidence that the municipal accounts of the business' address and the residential addresses of every individual director are not in arrears for more than 90 days;
- Copy Valid Tax Compliance Status Pin –if the recommended bidder is not tax compliant, the bidder will be notified of their non-compliant status and the bidder will be requested to submit to the municipality, within 7 working days proof of tax compliant status.
The proof of tax compliance status submitted by the bidder to the municipality will be verified via the CSD or e-Filing.
- Exclusion of other items will cause a disqualification, all quotes must be prepared according to the scope of work;
- No pricing options will be allowed, only one pricing schedule must be submitted by the tendering service provider;
- Form must be signed in black ink (no pencil is allowed or other colour);
- All MBD Forms must be completed and signed in black ink;

- In case of a Joint Venture, Association or Consortium a formal contract agreement must be signed by both parties and be attached; and all required documents for both companies must be attached.
- Any alterations on the proposals or the tender document must be initialed.
- Copy of Central Supplier Database registration report must be attached.
- Initial each page of National Treasury General Conditions of Contract must be attached.
- Certified copy of ISO 9001:2015 certificate must be attached.
- Service provider to submit their audited financial statement for the past three years or since their establishment if established during the past three years (if required by law)

Failure to submit the abovementioned documents will result in the tender submitted not being considered for further evaluation”

Bids that met the mandatory requirements will be evaluated on functionality.

Functionality Assessment

FUNCTIONAL AREAS (100)	SCORE
Company Experience	50
Key Staff Qualification	50
Total	100

FUNCTIONALITY BREAKDOWN

COMPANY EXPERIENCE (ICT Infrastructure or ICT Disaster Recovery) (50)	SCORES
completed 5 or more projects	50
completed 4 projects	40
completed 3 projects	30
completed 2 projects	20
Completed 1 project	10
Less than 1 project	0

Note:-Complete the table above on company experience (compulsory table). Attachment will not serve as a substitute for completing the table, but may be submitted additionally.

NB! It is **compulsory** that service providers attach proof of similar project executed from institutions e.g

Appointment letter/ Official purchase order / letter from the institution indicating that the work was indeed executed successfully.

The Municipality has the right to score the service providers zero if the evidence is not attached / the referees indicated above are not traceable and they are unable to submit or recall the project as indicated above. It is the responsibility of the service provider to ensure that the contact person and number given for the project executed are still available for verification.

Evaluation on 80/20 preferential point system

Service Providers that met the minimum functionality points will then be evaluated in terms of 80/20 preferential point system as follows:

Price Assessment	80
Specific goals	20
TOTAL	100

The formulae to be utilized in calculating points scored for price are as follows:

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

Where

P_s = Points scored for comparative price of bid or offer under consideration

P_t = Comparative price of bid or offer under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid or offer.

Specific goals will be allocated as follows:

Historically Disadvantaged Individuals - HDI	80/20 Preferential Point System	Means of Verification
	20	
Race – people who are Black, Coloured or Indian	10	CSD report and Copy of Identification Documentation
Gender – Women	3	CSD report and Copy of Identification Documentation
Youth	4	CSD report and Copy of Identification Documentation
Disability	3	Certified copy of Doctor's Certificate with medical practice number

NB! Suppliers are required to submit the documents listed in means of verification as per above table for points allocation during 80/20 preferential point system evaluation.

Points will not be allocated on specific goals without supporting documents as listed in means of verification column above.

The specific goals allocated points will be apportioned in line with percentage on ownership of the company.

A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.

The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points. 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.

If two or more bids have equal points, including equal specific goals, the successful bid must be the one scoring the highest score for functionality.

If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots by the bid evaluation committee.

NB! The two service providers scoring the highest number of points on price and specific goals will be appointed.

SELECTION CRITERIA

The following criteria in conjunction with accepted procurement criteria will be applied during the evaluation of the proposals to the Waterberg Municipality:

- A demonstrated understanding of the requirements of the brief;
- The strength of the company's ability to complete the job successfully.
- The strength of the creative material in meeting the objectives;
- Relevant and related experience of the team of people who will work on the project;
- The ability to deliver within the time frame set;

SERVICE LEVEL AGREEMENT

Once your Company has been selected, you will need to sign a contract which outlines the agreed duties of each party, as well as the required deliverables, remuneration, mutual delegations and terms and conditions of the appointment. The contract will be for the duration of the project including the liability period. The following considerations should be noted when contractual negotiations begin:

- Intellectual property
- Privacy of information
- Terms and conditions

REQUIRED BIDDER PROFILE:

A company profile should be submitted, while interested parties should also indicate in their proposals their expertise and capacity to undertake the project in question. Previous experience reference list with recent contacts telephone numbers must be attached.

PAYMENT:

Payment will be done against a fixed term contract according to Supply Chain Policy of Waterberg District Municipality, which must be inclusive of travelling and accommodation. All payments shall be made on the presentation of quality controlled; accepted, agreed deliverables and as per quotation. No variable cost not quantified will be allowed, all cost must be quantified unless the tender is of nature that cannot be quantified and it is stated as such in the financial proposal.

REFERENCES:

The proposal should include a client reference list with contact details and a brief description of projects successfully completed with clear indication of project awarded amounts, time frame and description of the relevant project.

BID PROPOSAL:

The submission of bid proposals will close on the date and time as per the advert. Note that all bid proposals are to be deposited into the bid box at Waterberg District Municipality, Harry Gwala Street, Modimolle, 0510. No fax or email will be considered for the submission of the tender proposals.

ENQUIRIES:

General Enquiries regarding this request for proposals should be directed either by Telephone, or preferable/ advisable by E-mail to Mr. G Matlou or Senior SCM Admin available in Supply Chain Management Unit and contacts are as follows:

- E-mail address: gmatlou@waterberg.gov.za
- Tel. Number: (014) 718-3300/52

N.B! Enquiries must be **forwarded in writing through e-mail address** above. No enquiries will be attended to **5 days before closing of the tender.**

The shortlisted companies and the directors or shareholders will be subjected to clearance or verification tests that the institution might deem necessary. Also note that the reference list attached might be contacted for verification process on the municipality's discretion.

RECOMMENDED:-

ALL INTERESTED SERVICE PROVIDERS ARE ADVISED TO **NUMBER** THEIR PROPOSALS NEATLY, ATTACH ALL NECESSARY DOCUMENTS, INCLUDE A **CONTENT PAGE** OF THE PROPOSAL AND **BIND** THEM INCLUDING THE MUNICIPALITY TENDER DOCUMENT.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)				
BID NUMBER:	WDM/2024/25-05	CLOSING DATE:	02 SEPTEMBER 2024	CLOSING TIME: 11H00AM
DESCRIPTION	UPGRADING OF ICT INFRASTRUCTURE AND DEVELOPMENT OF DISASTER RECOVERY SOLUTION FOR WATERBERG DISTRICT MUNICIPALITY			
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				

HARRY GWALA STREET				
WATERBERG DISTRICT MUNICIPALITY				
MODIMOLLE				
0510				
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:
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	BUDGET AND TREASURY	CONTACT PERSON	FLOYD LEKOMA	
CONTACT PERSON	GEORGE MATLOU	TELEPHONE NUMBER	014 718 3359	
TELEPHONE NUMBER	014 718 3352	FACSIMILE NUMBER	N/A	
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	flekoma@waterberg.gov.za	
E-MAIL ADDRESS	gmatlou@waterberg.gov.za			

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-FILEING. 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.

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. MUST SUBMIT A

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:

DECLARATION OF INTEREST

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

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

.....

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars

.....
.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

3.10.1 If yes, furnish particulars.

.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? YES / NO

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. YES / NO

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

For all procurement expected to exceed R10 million (VAT Included), bidders must complete the following questionnaire:

- 1 Are you by law required to prepare annual financial statements for auditing?

YES / NO

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

.....

.....

YES / NO

- 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?

- 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 during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? YES / NO

3.1 If yes, furnish particulars

.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? YES / NO

If yes, furnish particulars

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 Preferential Point System

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	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 municipality 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 a municipality 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 a municipality 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 municipality and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

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

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where the municipality intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the municipality must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

Note to 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)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Race – people who are Black, Coloured or Indian	10	
Gender - Women	3	
Youth	4	
Disability	3	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:
.....

4.5. TYPE OF COMPANY/ FIRM

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

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

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

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax compliance status pin;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference points claim in terms of the preferential procurement regulations of 2022;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE:

CONTRACT FORM - PURCHASE OF GOODS/WORKS
PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

ITEM NO.	PRICE APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	PREFERENTIAL PROCUREMENT SPECIFIC GOALS ALLOCATED	
				Race – people who are Black, Coloured or Indian	
				Gender - Women	
				Youth	
				Disability	

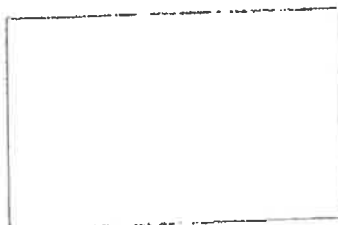
4. I confirm that I am duly authorized to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP



WITNESSES

1.

2.

DATE

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (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.	☐	☐
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.	☐	☐
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?	☐	☐

4.3.1	If so, furnish particulars:			
Item	Question	Yes	No	
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	☐	☐	
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?	☐	☐	
4.7.1	If so, furnish particulars:			

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS
 DECLARATION FORM TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder
 JS367bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- (a) has been requested to submit a bid in response to this bid invitation;
- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

Js9141w4

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- 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.

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General Conditions of Contract

1. 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.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing 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) 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.

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 With certain exceptions, invitations to bid are only 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.

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.

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. Inspections, tests and analyses

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

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. Delivery and documents

- 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. Insurance

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

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.

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.

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.
- 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. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may, at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 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.

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; or
- (c) 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 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. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the 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. Settlement of Disputes

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

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

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

27.4 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. Limitation of liability

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.
- 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.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African 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.

Js General Conditions of Contract (revised July 2010)