



HANTAM MUNICIPLITY

TENDER DOCUMENT

TENDER NUMBER:	NC065/T07/2024
TENDER DESCRIPTION:	REQUEST FOR SERVICE PROVIDERS FOR THE PROVISION OF A HOSTED CLOUD-BASED VoIP TELEPONY SYSTEM, VOICE CALL SIP SERVICES, YEALINK DESKTOP TELEPHONES, DEDICATED ON-SITE TECHNICAL SUPPORT AND INTERNET CONNECTIVITY.
CLOSING DATE:	31 MAY 2024
CLOSING TIME:	12:00
TENDER BOX AT:	HANTAM MUNICIPALITY 20 HOOP STREET CALVINIA 8190
Name of Bidder:	
Tendered Amount:	
B-BBEE Status Level of Contributor:	
Preference Points Claimed	
CSD Supplier Number:	
B-BBEE certificates submitted with the bid documents MUST be VALID ORIGINAL BBEE CERTIFIATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES or VALID SWORN AFFIDAVITS	

NB:

1. All bids must be submitted on the official bid forms – (not to be re-typed)
2. Bids must be completed in black in in writing.
3. No bids will be considered from persons in the service of the state.

	HANTAM MUNICIPALITY		
	TENDER NOTICE AND INVITATION TO BID		
	DEPARTMENT:	DIRECTORATE: CORPORATE SERVICES	
ADVERTISED IN:	Die Burger, Municipal Notice Board and Municipal Website		
TENDER NR.	NC065/T07/2024	Published date:	19 April 2024
Tender Description:	REQUEST FOR SERVICE PROVIDERS FOR THE PROVISION OF A HOSTED CLOUD-BASED VoIP TELEPHONY SYSTEM, VOICE CALL SIP SERVICES, YEALINK DESKTOP TELEPHONES, DEDICATED ON-SITE TECHNICAL SUPPORT AND INTERNET CONNECTIVITY.		
Closing Date	31 May 2024	Closing Time:	12H00
Bids will be opened immediately thereafter, in public at the Hantam Municipality, Supply Chain Management Unit, Finance Building, 20 Dr Nelson Mandela Rd, Calvinia, 8190.			
Availability of Bid Documents			
Tender Documents will be available at no charge from the Hantam Municipality Website at www.Hantam.gov.za			
Date Tender Documents are Available:		29 April 2024	
General requirements			
Bids are to be completed in accordance with the conditions and bid rules contained in the bid document and supporting documents must be placed in a sealed envelope and externally endorsed WITH THE BID NUMBER, DESCRIPTION AND CLOSING DATE OF THE BID, and be deposited in the Bid Box, at the office of the Hantam Municipality, Supply Chain Management Unit, Finance Building, 20 Dr Nelson Mandela Rd, Calvinia.			
Bids may only be submitted on the bid documentation that is issued.			
The evaluation of this bid will be subjected to functionality scoring. Tenderers must achieve a functionality score of 40 out of 50 points to be evaluated further. The functionality criteria and weighting are set out in the tender document.			
Bids will be evaluated according to the 80/20 points system. The bids are subject to the Preferential Procurement Policy Framework Act 2000 and the Preferential Procurement Regulations 2022.			
The Municipality reserves the right to withdraw any invitation to bid and/or re-advertise or to reject any bid or to accept a part of it. The Municipality does not bind itself to accept the lowest bid or to award a contract to the Bidder scoring the highest number of points.			
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE AS DEFINED IN THE MUNICIPAL SUPPLY CHAIN MANAGEMENT REGULATIONS (GOVERNMENT GAZETTE NO 40553 DATED 20 JANUARY 2017)			

Tenderers who are not yet registered are required to register on the Municipality's Accredited Supplier Database as well as the CSD. Application forms are obtainable from Hantam Municipality Local Office in Calvinia.

A Valid and Original Tax Clearance Certificate/ Tax Compliance Status Pin issued by SARS should accompany your document or a certified copy of the original Tax Clearance Certificate/ PIN.

An original or certified Broad Based Black Economic Empowerment (B- BBEE) Certificate or original sworn affidavit must be submitted to obtain points for B- BBEE Status Level. Failure to submit a B- BBEE certificate or Original Sworn Affidavit will lead to forfeiture (loss) of the preference points. Bidders will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B- BBEE status level of contribution or is a non- compliant contributor. Such a bidder will score 0.

Certified copy of the latest Municipal Account on the address of the business AND that of the directors, as per CK1 MUST accompany the bid document (NB. Bidders may not be in arrears for more than three months (90 days) with municipal rates and service charges)/ if business has entered into a lease agreement for the use of a building, the lease agreement should accompany your tender document.

Certified copies of Identity Documents (ID's) of all shareholders/ owner(s)/ partners of bidding companies must be submitted with the bid document.

Price quoted must be firm and inclusive of VAT.

Bids which are late, incomplete, unsigned, completed in pencil, submitted by facsimile or electronically, will not be accepted.

The Supply Chain Management Policy of Hantam Local Municipality will apply.

The contract will be valid for 36 months.

Prospective bidders must have prior knowledge and experience of providing these services and provide references thereof.

No tender will be considered from a person or company who, for the past five years has been convicted of

- Fraud, corruption, or any criminal offense
- The strike, premature termination of unsuccessful completion of government contracts

A set of tender documents with detailed specifications can be obtained from Mr. A. M. Pieters, Supply Chain Management at the cost of R 661.20, 20 Dr Nelson Mandela Drive, Calvinia, 8190, Email: Apieters@hantam.gov.za or at (027) 341 8500 before the specified date and time.

Preferential Procurement Point System Applicable	80/20	Local Content Requirement	N/A
Validity Period	90 Days	Site Meeting / Information Session	N/A

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO: Acting Director Corporate Services Contact Person: E. De Wet Tel: Written Enquiries Only Email: edewet@hantam.gov.za	ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO: Section: Supply Chain Management Contact Person: A. M. Pieters Tel: Written Enquiries Only Email: Apieters@hantam.gov.za
Authorised by:	Acting Municipal Manager: Mr. T. Tlhoale

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AUTHORITY OF SIGNATORY

Details of person responsible for Tender process:

Name		
Contact Number	()	
Address of office submitting the Tender		
Telephone no	()	
Fax no	()	
E-mail address		

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy** of the relevant resolution of their members or their board of directors, as the case may be.

"By resolution of the board of directors passed on (*date*)

Mr./Ms.....has been duly authorized to sign all documents in connection with tender number:

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and any Contract which may arise there from on behalf of

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS / HER CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES 1.

 2.

HANTAM MUNICIPALITY	
GENERAL CONDITIONS OF CONTRACT	
1.	DEFINITIONS

The following terms shall be interpreted as indicated:

"Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

"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.

"Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

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

"Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

"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.

"Day" means calendar day.

"Delivery" means delivery in compliance with the conditions of the contract or order.

"Delivery ex stock" means immediate delivery directly from stock actually on hand.

"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.

"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.

"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.

"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.

"GCC" means the General Conditions of Contract.

"Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

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"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.

“Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

“Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

“Order” means an official written order issued for the supply of goods or works or the rendering of a service.

“Project site” where applicable, means the place indicated in bidding documents.

“Purchaser” means the organization purchasing the goods.

“Republic” means the Republic of South Africa.

“SCC” means the Special Conditions of Contract.

“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.

“Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

“Tort” means in breach of contract.

“Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

“Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. APPLICATIONS

2.2. Application

2.2.1. 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.

2.2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

2.3. General

2.3.1. 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 nonrefundable fee for documents may be charged.

2.3.2. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

2.4. Standards

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

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2.5. Use of contract documents and information; inspection.

2.5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information

furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

2.5.2. 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.

2.5.3. 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.

2.5.4. 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.

2.6. Patent rights

2.6.1. 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.

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

2.7. Performance security

2.7.1. 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.

2.7.2. 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.

2.7.3. 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:

2.7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

2.7.3.2. a cashier's or certified cheque

2.7.4. 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.

2.8. Inspections, tests and analyses

2.8.1. All pre-bidding testing will be for the account of the bidder.

2.8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.

2.8.3. 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.

2.8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

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2.8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

2.8.6. 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.

2.8.7. Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

2.8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

2.9. Packing

2.9.1. 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.

2.9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

2.10. Delivery

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

2.11. Insurance

2.11.1. 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.

2.12. Transportation

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

2.13. Incidental

2.13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:

2.13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;

2.13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;

2.13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

2.13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

2.13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

2.13.2. 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.

2.14. Spare parts

2.14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

2.14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;

2.14.1.2. in the event of termination of production of the spare parts:

2.14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

2.14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

2.15. Warranty

2.15.1. 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.

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

2.15.3. 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.

2.15.4. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

2.16. Payment

2.16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.

2.16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

2.16.3. Payments shall be made by the purchaser no later than thirty (30) days after submission of an invoice, statement or claim by the supplier.

2.16.4. Payment will be made in Rand unless otherwise stipulated.

2.17. Prices

2.17.1. 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 or in the purchaser's request for bid validity extension, as the case may be.

2.18. Variation orders

2.18.1. In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted provided that there is no escalation in price.

2.19. Assignment

2.19.1. 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.

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2.20. Subcontracts

2.20.1. 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.

2.21. Delays in the supplier's performance

2.21.1. 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.

2.21.2. 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.

2.21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

2.21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties.

2.21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

2.22. Penalties

2.22.1. 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.

2.23. Termination for default

2.23.1. 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:

2.23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

2.23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or

2.23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

2.23.2. 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.

2.23.3. 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.

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2.23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

2.23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

2.23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

2.23.6.1. the name and address of the supplier and / or person restricted by the purchaser;

2.23.6.2. the date of commencement of the restriction

2.23.6.3. the period of restriction; and

2.23.6.4. the reasons for the restriction.

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

2.23.7. 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.

2.24. Anti-dumping and countervailing duties and rights

2.24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or 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.

2.25. Force Majeure

2.25.1. 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.

2.25.2. 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 events.

2.26. Termination for insolvency

2.26.1. 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.

2.27. Settlement of Disputes

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2.27.1. 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.

2.27.2. 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.

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

2.27.4. Notwithstanding any reference to mediation and/or court proceedings herein,

2.27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

2.27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

2.28. Limitation of liability

2.28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

2.28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

2.28.1.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

2.29. Governing language

2.29.1. 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.

2.30. Applicable law

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

2.31. Notices

2.31.1. 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

2.31.2. 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.

2.32. Taxes and duties

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

2.33. Transfer of contracts

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

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2.34. Amendment of contracts

- 2.34.1. No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

2.35. Prohibition of restrictive practices

- 2.35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 2.35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 2.35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

General Conditions of Contract (revised July 2010)

3. GENERAL INFORMATION

- 3.1. Sealed tenders, with the "**Tender Number and Title**" clearly endorsed on the envelope, must be deposited in the **tender box** at the offices of the Hantam Municipality, 20 Dr Nelson Mandela Rd, Calvinia, 8190.
- 3.2. The tender must be lodged by the Tenderer in the tender box in the finance department, 20 Dr Nelson Mandela Road, Calvinia, 8190.
- 3.3. PLEASE NOTE:**
- 3.3.1. Tenders that are deposited in the incorrect box will not be considered.
- 3.3.2. Mailed, telegraphic or faxed tenders will not be accepted.
- 3.3.3. Documents may only be completed in black ink.

3.3.4. The use of correction fluid/tape is not allowed.

3.3.4.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

3.3.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.

3.3.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)

3.3.6. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.

3.4. Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.

3.5. Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not be considered**.

3.6. Tenders shall be opened in public at the Hantam Municipal Offices as soon as possible after the closing time for the receipt of tenders.

3.7. The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; **ALTERNATIVELY**.

3.7.1. That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.

3.7.2. The tenderer shall declare **all** the Municipal account numbers in the Hantam Municipality Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.

3.8. This bid will be evaluated and adjudicated according to the following criteria:

3.8.1. Relevant specifications

3.8.2. Value for money

3.8.3. Capability to execute the contract

3.8.4. PPPFA & associated regulations

3.10. Invoices

All invoices must be e-mailed to the following address: apieters@hantam.gov.za

3.11. Value-Added Tax (VAT)

3.11.1. Tax invoices are to comply with the requirements as contained in the Value Added Tax Act, Act 89 of 1991. The content of the invoice must contain sufficient information for audit purposes.

3.11.2. It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.

3.11.3. The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R5,000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

3.11.4. The VAT registration number of the Municipality is 4870197581

3.12. Standard Payment Terms

3.12.1. All money owed by the municipality must be paid within 30 calendar days of receiving the relevant invoice or statement, unless prescribed otherwise for certain categories of expenditure.

3.12.2. The supplier may request other payment terms which may be made at the discretion of the Municipality.

PART A INVITATION TO BID

MBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	NC065/T07/2024	CLOSING DATE:	31 MAY 2024	CLOSING TIME:	12H00
DESCRIPTION	REQUEST FOR SERVICE PROVIDERS FOR THE PROVISION OF A HOSTED CLOUD-BASED VoIP TELEPHONY SYSTEM, VOICE CALL SIP SERVICES, YEALINK DESKTOP TELEPHONES, DEDICATED ON-SITE TECHNICAL SUPPORT AND INTERNET CONNECTIVITY.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Hantam Municipality					
20 Hoop Steet					
Calvinia					
8190					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? ☐ Yes ☐ No [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM		CONTACT PERSON	ELIZE DE WET	
CONTACT PERSON	ALLAN PIETERS		TELEPHONE NUMBER	027 341 8500	
TELEPHONE NUMBER	027 341 8500		FACSIMILE NUMBER	027 341 8501	
FACSIMILE NUMBER	027 341 8501		E-MAIL ADDRESS	edewet@hantam.gov.za	
E-MAIL ADDRESS	apieters@hantam.gov.za				

PART B TERMS AND CONDITIONS FOR BIDDING

MBD 1

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 THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1 Full Name of bidder or his or her representative:.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, hareholder²):.....
 - 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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(Delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right)
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

below.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Locality	5	10		
B- BBEE (Preference)	5	10		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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 clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the 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 fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

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 numberdated.....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 (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

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.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
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.

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

Js9141w 4

4. TENDER SPECIFICATIONS

4.1 INTRODUCTION

The Hantam Municipality invites qualified and experienced service providers to submit quotations for the provision of a Hosted Cloud-Based VoIP Telephony System, Voice Call SIP Services, Yealink desktop telephones, dedicated on-site technical support and Internet Connectivity.

4.2 BACKGROUND

OBJECTIVES

The primary objectives of this procurement are as follows:

4.2.1. To provide efficient and cost-effective communication services to the municipality and its constituents.

4.2.2. To improve the telecommunications infrastructure at the specified sites for enhanced service delivery and internal communication

APPLICABLE LEGISLATION

Supply Chain Management (SCM) Regulations
Preferential Procurement Regulations, 2022
Hantam SCM Policy

4.3 SCOPE OF WORK

(OFFICES WHERE PHONES MUST BE INSTALLED)
CALVINIA, BRANDVLEI, NIEUWOUDTVILLE AND LOERIESFONTEIN.

SYSTEM REQUIREMENTS / TECHNICAL SPECIFICATIONS

4.3.1. VoIP Telephony System:

A hosted cloud-based VoIP telephony system capable of serving all specified sites with required features for efficient communication.

The hosted cloud-based VoIP telephony system should support essential features such as call routing, voicemail, conferencing, and scalability.

The following features are required:

- Advanced Call Routing: Configure complex call routing rules based on time of day, caller ID, and other criteria to ensure calls are directed to the right destination.
- Unified Communications: Integrate voice, video, chat, and conferencing into a single unified platform for seamless communication.

- Call Queues: Manage incoming calls efficiently by creating call queues with custom hold music and call distribution strategies.
- Call Recording: Record calls for compliance, training, and quality assurance purposes.
- Web Conferencing: Host web conferences and virtual meetings with screen sharing and collaboration tools.
- Voicemail to Email: Automatically forward voicemail messages to email for convenient access and retrieval.
- Video Calling: Make and receive video calls for face-to-face communication within the platform.
- Mobile Apps: Access the 3CX system via mobile apps for iOS and Android devices, allowing employees to stay connected on the go.
- Secure Communication: Utilize encryption and security features to protect calls and data from eavesdropping and security breaches.
- Advanced Reporting: Generate detailed reports on call statistics, call quality, and system performance.
- Scalability: Scale the system to accommodate the growing communication needs of the organization.
- High Availability: Ensure system reliability and minimize downtime with high availability configurations.
- Integration with Yealink Phones: Seamlessly integrate with Yealink IP phones, providing a unified communication experience.
- VoIP Trunk Support: Connect to multiple VoIP service providers or SIP trunks for redundancy and cost savings.

4.3.2. Voice SIP Services and voice calls:

Cost effective Voice call rates and SIP services with sufficient capacity to accommodate the communication needs of the municipality. Voice SIP services must meet the highest standards of call quality, reliability, and security.

4.3.3 Internet Connectivity:

Reliable internet connectivity with the specified bandwidth for each site. The internet connectivity should be symmetrical and dedicated, ensuring a minimum of 99% uptime. The following sites require internet connectivity:

Calvinia: 100Mbps
 Niewoudtville: 50Mbps
 Loeriesfontein: 50Mbps
 Brandvlei: 50Mbps

The different sites should also be fitted with wireless internet access devices to accommodate wireless internet connectivity.

4.3.4. Yealink Telephones:

Supply and installation of Yealink telephones at the specified sites. Desktop Yealink telephones should be provided with all necessary accessories and configured for optimal performance.

4.3.5. Technical support:

The municipality requires a dedicated on-site technical support technician during business hours who will work in Calvinia and travel to remote locations as and when required by the Municipality.

Bidders must provide a once off price and the monthly recurring price.

MUNIMUM SPECIFICATIONS

PABX Requirements	Yes	No
Softphones with compatibility with Android, and IOS devices.		
Switchboard software with music on hold and after-hours voice prompt		
Provide full detailed report		
Call Logging		
Ring Groups		
Auto Attendant		
Inbuilt SBC for Offsite Phones		
BLF Busy Lamp Field		
Multi-level IVR		
Voicemail Transcription		
Intercom / Paging / PA Announcements		
Integrated Fax Server		
MS 365 Integration		
Video Conferencing		
PDF Sharing		
Screen Sharing		
Remote Assistance		
Live Chat & Messaging		
Live Chat		
WhatsApp Integration		
Facebook Integration		
SMS & MMS		

Chat Reports		
Call Center Features		
Call Queues		
Call Recording		
SLA Alerting		
Switchboard		
Wallboard		
Callback		
Barge in / Listen in / Whisper		
Call Reports		
CRM Integration		
Call Flow Designer (Self-managed only)		
Hot Desking		
Scheduled Restore		
Connect Remote Offices (Bridges)		
Skill-based Routing		
Inbuilt Failover		
Start / Stop Call Recording Rights		
Custom IP Phone Logo		
Standby License		
MS Teams Integration		
Receive calls from multiple numbers (work and mobile)		
Conference bridge.		
Call pulling, call notify		
Extension dialing		
Instant Messaging and Presence,		
Phone directory book and simple searching for internal		
Updates contacts\LDAP		
Ability to assign and reassign telephone extensions as and when required.		
Voicemail, call transfer functionality.		

Calvinia	2 x Reception/Switchboards 10 x executive phones 49 x desk phones 100 Mbps internet
Loeriesfontein	1 x reception 1 x Library Office 50 Mbps internet
Brandvlei	1 x Reception 1 x Library Office 50Mbps internet
Nieuwoudtville	1 x Reception 1 x Library Office

	50Mbps internet
	70 X Microsoft Business Standard (Municipal Package)

Tenders are hereby invited from service providers for the provision of Internet connectivity, Fibre Connectivity and/or Satellite for Internet Bandwidth, sites to get internet connectivity:

- Calvinia 100/100 Mbps
- Loeriesfontein 50/50 Mbps
- Brandvlei 50/50 Mbps
- Nieuwoudtville 50/50 Mbps

Hantam Municipality requires a dedicated minimum 100 Mbps Internet fibre line breakout to be implemented at its HO.

The connection must be a pure 1:1 dedicated connection ratio. Uncapped, Unshaped, Symmetrical bandwidth with scalable capabilities of up to 500Mbps without further infrastructure investment.

No throttling of data or Acceptable Usage Policy (AUP)/Fair Usage Policy (FUP) should apply.

The service should provide 100% international bandwidth to deliver the same speeds both locally and globally.

The connection for international traffic must be with at least 3 undersea cables to ensure instant redundancy between the cables to eliminate downtime.

A service and account manager must be allocated to Hantam Municipality to handle all service-related queries and escalations.

Bidders must be able to provide the solution fully.

4.4 FUNCTIONALITY CRITERIA

NOTES:

1. Bidders must obtain a minimum of 40 out of 50 points for functionality in order to be evaluated further.
2. Bids that do not meet the minimum functionality requirements, will be regarded as non-responsive, and not evaluated in terms of price and preference points.
3. Proof of Contactable References is required, as indicated below, and must accompany each proposal. No functionality points will be given if no evidence accompanies the bid.
4. Functionality schedule to follow:

FUNCTIONALITY TABLE

Evaluation Criteria	Guidelines for criteria application	Max points	Points awarded
References of the service provider / Company experience	The bidder must provide and attach formal reference letters from institutions where a minimum of 20 phones were installed and has provided same PABX solutions. The reference letters must include: ☐ in the company's name on the client's letterhead, ☐ show contactable details (contact name, telephone, or cell phone number, email address) ☐ show relevant services (provision of PABX system) ☐ be signed ☐ the number of minimum phones that was installed Points will be awarded as follows: ☐ 0 – 3 reference / appointment letters (10 points) ☐ 4 – 6 reference / appointment letters (20 points) ☐ > 6 reference / appointment letters (30 points)	30 Points	

Certification and Experience in Telephone System	The tenderer must identify the team leader for the project. The team leader for the Telephone System must be a certified voice IP PBX specialist. (The submission must clearly indicate the person who will be the team leader of the project) A detailed CV with years of experience of all key personnel, including certified copies of certification of the Team leader for telephony must be submitted. ☐ Certified voice IP PBX specialist Qualification/s with minimum 3 years' experience in PABX installations (20 points) ☐ 1 – 3 years' Experience of staff (15 points) ☐ >3 years' experience of staff (10 points)	20 Points	
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PRICING SCHEDULE TO FOLLOW:

*** Suppliers are required to complete the functionality evaluation above and pricing schedule below per line item to be responsive.**

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

- All prices shall be tendered including VAT.
- All prices tendered must include all expenses, disbursements, and costs (e.g. transport, overheads, accommodation etc) that may be required in and for the execution of the work described in the specification, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- **Tenderer to tender on all items.**
- **The tender will be evaluated on estimated Quantities as indicated in the table below.**

Pricing Schedule

ALL Costs to be included –

- Once of setup and installation costs including:
- Physical installation of server and end user devices
- Allocating user extension numbers
- Programming of user pins and cap thereof
- User training including setup of voicemail and programming of quick dial.
- Training of PABX operators
- Monthly rental, maintenance, service, and support costs of the PABX solution
- Additional costs if not listed above.

Please indicate the costs of your proposed solution, broken down as per table. Note that Council has an Enterprise Licencing Agreement with Microsoft, so all Microsoft operating system licences, database licences and CALs (if needed) will be covered by Council, and need not be included in your pricing. Provide quotations for the following products or services.

4.5 PRICING SCHEDULE

1. Bidders must submit a pricing schedule to the municipality indicating their proposed fee structure and pricing model to be applied.
2. Any applicable commission to be paid by the municipality to the service provider must be included in the pricing schedule.
3. License fees and maintenance costs for the system must be included, if applicable.
4. The total tendered amount for the contract period must be indicated as well.

TENDER DESCRIPTION		
DESCRIPTION	ONCE OFF COST	MONTHLY
1. Once off Setup and installation costs including: • Physical installation of server and end user infrastructure • Allocating user extension numbers • Programming of user pins and cap thereof • User training including setup of voicemail. and programming of quick dial • Switchboard setup and training • Providing of Training Manuals		N/A
2. Monthly rental, maintenance, service and support costs of the PABX solution	N/A	
70 X Microsoft Business Standard (Municipal Package)	N/A	
SUB TOTAL		
VALUE-ADDED-TAX @ 15%		
TOTAL TENDER AMOUNT		

EVALUATION AND AWARD PROCESS

Evaluation of Proposals

Proposals will be evaluated in terms of their responsiveness to the proposal specifications and requirements as well as such additional criteria as set out in the proposal documents.

Non-compliance with minimum specifications and/or pre-evaluation will lead to tenders not being evaluated.

As per Section 152 of the Constitution the municipality must strive, within its financial and administrative capacity, to achieve the constitutional objects. The municipality will not award the tender if the cost exceeds the municipality's financial capacity.

The evaluation is broken down into

B-BBEE and locality	20
Price	80
Total	100

The award will be made to the bidder scoring the highest combined score for Price and **B-BBEE**, Locality. The award is subject to a successful negotiation process and signing of Service Level Agreement.

The SLA will specifically address the following.

- Penalties for non-compliance with specific performances.
- The annual review of the contract and grounds for cancellation if objectives are not met.
- Financial reporting to comply with GRAP and Auditor general requirements
- Additional management reports required by the municipality

The bidder's tender must comply with the following to proceed to further evaluation

	Yes	No
Compliance with all general supply chain regulations included in part A		
Scoring at least 40 points on the functionality requirements		
Complying with the required specifications		
The successful Service Provider will be bound to the strictest confidentiality and will be expected to conduct itself in a manner that does not compromise the Hantam Municipality or bring any undue reputational damage which may be unforeseen at the time of the service being conducted. All resultant data and intellectual property that emanates from this contract will be the property of the Hantam Municipality and the bidder must confirm full compliance with this requirement.		
All data will remain the property of the Hantam Municipality. The bidder must confirm full compliance with this requirement. A data export facility must be made available for extract to other systems		

The bidder must provide information as requested. Failure to provide evidence may result in the tender not being evaluated further.

SIGNATURE		FOR OFFICE USE ONLY:	
CAPACITY		EVALUTED BY	
NAME OF FIRM		SIGNATURE	
NAME (PRINT)		DESIGNATION	
DATE:		DATE:	

ADDITIONAL INFORMATION:**SCHEDULE OF SUBCONTRACTORS**

I/we the tenderer, notify the Hantam Municipality that it is our intention to employ the following Subcontractors for work in this contract.

SUBCONTRACTORS				
Category/Type	Subcontractor Name; Address; Contact Person; Tel No.		Items of work (pay items) to be undertaken by the Subcontractor	Estimated cost of Work (Rand)
1.	Name of firm			
	Contact person			
	Tel No			
	Address			
2.	Name of firm			
	Contact person			
	Tel No			
	Address			
3.	Name of firm			
	Contact person			
	Tel No			
	Address			
4.	Name of firm			
	Contact person			
	Tel No			
	Address			
5.	Name of firm			
	Contact person			
	Tel No			
	Address			

Number of sheets appended by the tenderer to this schedule (if nil, enter NIL)	
--	--

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed above being approved by the Engineer

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

SCHEDULE OF WORK EXPERIENCE

CURRENT CONTRACT						
EMPLOYER (Name, Tel, Fax, Email)		CONTACT PERSON (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL VAT)	DATE STARTED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required

Number of sheets appended by the tenderer to this schedule (if nil, enter NIL)	
--	--

SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS

The following is a statement of similar work successfully executed by myself / ourselves:

CURRENT CONTRACT					
EMPLOYER (Name, Tel, Fax, Email)		CONTACT PERSON (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL VAT)
Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			
Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			
Name		Name			
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Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			
Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (if nil, enter NIL)

DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

I / We accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfilment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	

CENTRAL SUPPLIER DATABASE REGISTRATION

A	If you are a bidder, DULY REGISTERED as a supplier on the Central Supplier Database, COMPLETE THIS SECTION and attach a copy of your registration form/report.		
CSD REGISTRATION NUMBER			
NAME OF FIRM			
SIGNATURE		CAPACITY	
NAME (PRINT)			

B	If you are a bidder, NOT DULY REGISTERED as a Supplier on the Central Supplier Database, it is compulsory to complete and attach the following forms: The forms must also be submitted to the Central Supplier database which will provide you with a registration number. (Details are on the registration form)
1	Database Registration Form
2	Supporting documents required by registration form

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of Bidder.....	Bid Number.....
Closing Time	Closing Date

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- | | | |
|---|--|--------------------------|
| - | Required by: | ..... |
| - | At: | ..... |
| | | |
| - | Brand and Model | ..... |
| - | Country of Origin | ..... |
| - | Does the offer comply with the specification(s)? | *YES/NO |
| - | If not to specification, indicate deviation(s) | ..... |
| - | Period required for delivery | ..... |
| | | *Delivery: Firm/Not firm |
| - | Delivery basis | ..... |

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

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

**FORM OF OFFER AND ACCEPTANCE
COMPULSORY TO CPMLETE**

TENDER NO: NC065/T07/2024: REQUEST FOR SERVICE PROVIDERS FOR THE PROVISION OF A HOSTED CLOUD-BASED VoIP TELEPONY SYSTEM, VOICE CALL SIP SERVICES, YEALINK DESKTOP TELEPHONES, DEDICATED ON-SITE TECHNICAL SUPPORT AND INTERNET CONNECTIVITY.

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

TENDER NO: NC065/T07/2024: REQUEST FOR SERVICE PROVIDERS FOR THE PROVISION OF A HOSTED CLOUD-BASED VoIP TELEPONY SYSTEM, VOICE CALL SIP SERVICES, YEALINK DESKTOP TELEPHONES, DEDICATED ON-SITE TECHNICAL SUPPORT AND INTERNET CONNECTIVITY.

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

By the representative of the Tender Supplier, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tender Supplier offers to perform all of the obligations and liabilities of the contractor under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of tender identified in the tender data. AS PER PRICING SCHEDULE This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tender supplier before the end of the period of validity stated in the tender data, whereupon the tender supplier becomes the party named as the contractor in the contract identified in the tender data.

Signature(s)

Name(s)

Capacity

Company Name

Address

.....

.....

ACCEPTANCE

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

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

Signature(s)

Name(s)

Capacity

For the

Employer

.....

(Name and address of organization)

Date: