

MORETELE LOCAL MUNICIPALITY



INVITATION OF TENDER

BID NO: MLM/HR/ICT/24-27

APPOINTMENT OF SERVICE PROVIDER FOR PROVISION OF MAINTENANCE, SUPPORT SERVICES AND AS AND WHEN REQUIRED FOR INFORMATION, COMMUNICATION AND TECHNOLOGY (ICT) FOR A PERIOD OF 36 MONTHS

BIDDER'S NAME :.....

TOTAL BID PRICE (Incl. VAT):.....

PHYSICAL ADDRESS:.....

CSD REG NO: MAAA.....

Closing date: 05 December 2024

MORETELE LOCAL MUNICIPALITY



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1.1 TENDER NOTICE AND INVITATION TO TENDER

IMPORTANT NOTICE ON DISQUALIFICATIONS

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an “Acceptable Bid”, and as such will be rejected.

The Municipality shall adjudicate and award tenders in accordance with **the Preferential Procurement Policy Framework Act 5 of 2000 and Preferential Procurement Regulation of 2022** on 100 points functionality **80%**and points for Moretele Specific Objectives goals.

**RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES
(included hereafter for completion)**

- Company registration documents.
- Certified copies of ID (directors and key personnel).
- Compulsory site Briefing Meeting Certificate if applicable
- Authority to Signature (Attach a signed letter).
- Compliant Central Supply Database (CSD).
- COIDA
- Municipal account for the business and directors not owing for more than 90 days or statement of account from landlord with commissioned lease agreement (Signed by both parties).
- Company profile.
- Complete Declaration of Interest MBD 4.
- ISO27001 & ISO9001 Certificate
- Declaration of Bidder's past Supply Chain Management practices.
- Form of Offer and Acceptance
- Delivery Schedule: Bid Price

1.1 INVITATION TO BID



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Moretele Municipality invited Suppliers with relevant experience and compliance documents to bid for the following.

Bid No	Description	Non-Refundable Bid fee	Compulsory Briefing Session	Closing Date
MLM/HR/ICT/24-27	APPOINTMENT OF SERVICE PROVIDER FOR PROVISION OF MAINTENANCE, SUPPORT SERVICES AND AS AND WHEN REQUIRED FOR INFORMATION, COMMUNICATION AND TECHNOLOGY (ICT) FOR A PERIOD OF 36 MONTHS	R 1500.00	12 November 2024 @10H00	05 December 2024 @ 12H00

The municipality will be evaluated and award bids on functionality and specific goals. The bidders will be evaluated on functionality using the following criteria: (capability=25, Experience of company=25, Methodology=25, Experience & qualification of key personnel=25) where bidders will have to obtain a minimum of 80% to be further evaluated on pricing and specific goals. Bids will remain valid for 90 days.

Bid documents will be available from www.etenders.gov.za. Non-refundable deposit of R1500.00 payable through bank deposit to Municipal Account.

ACCOUNT DETAILS; Account Name: Moretele Local Municipality; **Bank:** ABSA; **Cheque account No:** 405 331 7014; **Branch code:** 632005; **Ref: Company Name.....Bid No**

Completed bids in sealed envelopes, clearly marked with the relevant bid number and description, should be deposited in the bid box situated at the offices of the

**Moretele Local Municipality,
4065B Mathibestad,
0418**

NB: Bidders should ensure that bids are delivered in time to the correct address. Late bids will not be accepted. Moretele Local Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept any bid as a whole.

Supply Chain Management related enquiries should be directed to Ms. Modiegi Phenya at (012)716 1414, Technical Enquiries may be directed to Mr Joseph Mophuting (012) 717 1308/26

**S NGWENYA
MUNICIPAL MANAGER**



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1.2 TENDER DATA

This Bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and if applicable any other Special Conditions of Contract. The Standard Conditions of Tender make several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity of inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the sub clause in the Standard Conditions of Tender to which it mainly applies.



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SUBCLAUSE	DATA
1.	The employer is MORETELE LOCAL MUNICIPALITY .
2.	The Project Document issued by the employer consists of the following: THE TENDER 1. TENDERING PROCEDURES 1.1 Tender Notice and Invitation to Tender 1.2 Tender Data 2. RETURNABLE DOCUMENTS 2.1 List of Returnable Documents 2.2 Returnable Schedule THE CONTRACT 3. AGREEMENT AND CONTRACT DATA 3.1 Form of Offer and Acceptance 3.2 Contract Data 4. PRICING DATA 4.1 Pricing Instructions 4.2 Bills of Quantities 5. SCOPE OF WORK 5.1 Description of Works



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Subclause	Data
1.	Moretele Local Municipality Supply Chain Policy (available on the website at www.moretele.gov.za)
2.	Moretele Local Municipality Private Bag Box 367, MAKAPANSTAD, 0404 Tell: 012 716 1300
3.	The arrangements for a compulsory briefing meeting are: N/A
4.	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: Moretele Local Municipality, 4065B Mathibestad. Identification details: APPOINTMENT OF SERVICE PROVIDER FOR PROVISION OF MAINTENANCE, SUPPORT SERVICES AND AS AND WHEN REQUIRED FOR INFORMATION, COMMUNICATION AND TECHNOLOGY (ICT) FOR A PERIOD OF 36 MONTHS
5.	Closing time for submission of tender offers is on the 05 December 2024 @ 12h00.
6.	Telephonic, telegraphic, telex facsimile or e-mailed tender offers will not be accepted.
7.	The tender offer validity period is 90 days .
8.	The tendered lump sums and rates shall be final and binding irrespective of the total tender price
9.	The tenderer is required to submit with his tenders a copy of their Central Supplier Database registration.
10.	The time and location for opening of tender offers: Time: 12H00 on the 05 December 2024 Location: Tender Box at Moretele Local Municipality, 4065B Mathibestad, Municipal Hall.



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11.	Responsive tenders will be evaluated on price in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Policy Framework Act (No 5 of 2000) and Preferential Procurement Regulations of 2022 where 80/20 points system will be applied wherein 80 points are for price and 20 for specific goals and for this purpose the enclosed forms must be scrutinized, completed, and submitted together with your detailed quotation. Please Note: on the day of the closing and opening of tenders there will be a pre-evaluation stage for SCM compliance, and should the bidder not comply then the bidder does not qualify for further evaluation process. First stage – Compliance to administrative requirements Bidders will be evaluated on the following administrative compliance: ➤ Power of attorney / authority for signatory ➤ Municipal account for the business and directors not owing for more than 90 days or municipal account from private provider or statement of account from landlord with valid lease agreement. ➤ Compliant CSD summary report ➤ COIDA ➤ Company registration certificate ➤ Certified ID Copies of Owners/Directors/Shareholders ➤ Joint Venture Agreement if applicable ➤ Declaration of interest MBD 4 ➤ ISO27001 & ISO9001 Certificate ➤ Certificate of non-collusion. ➤ Alterations to the bid document or submission of a copy of the original bid document Second stage –Bid Evaluation Criteria (Functionality) The bid will be subjected to functionality evaluation as per below criteria. Bidders will be required to obtain a minimum qualifying score of 70 points out of 100 and preferential points (Specific points). Third stage – Bid Evaluation (Specific points) Pricing As per Clause 1.5 however not exceeding 20 points.
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Subclause	Data								
13.	Tender offers will only be accepted on condition that: a) The tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and b) The tenderer has not over the last five years failed to satisfactorily perform a contract for the employer and has been issued with a written notice to this effect. c) The tenderer is registered on the Central Supplier Database with a complaint overall tax status.								
14.	The number of paper copies of signed contract to be provided by the Employer is one (1) .								
15	Moretele Local Municipality Specific Procurement Goals:								
	<table border="1"> <tr> <td>Women</td><td>5</td></tr> <tr> <td>Youth</td><td>5</td></tr> <tr> <td>Locality</td><td>5</td></tr> <tr> <td>BBBEE</td><td>5</td></tr> </table>	Women	5	Youth	5	Locality	5	BBBEE	5
Women	5								
Youth	5								
Locality	5								
BBBEE	5								

FORM A: STANDARD CONDITIONS OF TENDER

1 General

1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly, and transparently.

1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

1.3 Interpretation

1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.



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1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

a). Comparative offer means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration.

b). Corrupt practice means the offering, giving, receiving, or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

c). Fraudulent practice means there is representation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

d). Quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

1.5 The employer's right to accept or reject any tender offer

1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection but will give written reasons for such action upon written request to do so.

1.5.2 The employer may not be subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.



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2 Tenderer's obligations

2.1 Eligibility

Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

2.2 Cost of tendering

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

2.6 Acknowledge addendum.

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

2.8 Seek clarification.

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.



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2.10 Pricing the tender offer

2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

2.13 Submitting a tender offer

2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

2.13.5 Seal the original and the tender offer as separate packages marking the packages as . Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.



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2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the employer’s address and identification details stated in the tender data, as well as the tenderer’s name and contact address.

2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer’s address and identification details as stated in the tender data.

2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

2.14 Information and data to be completed in all respects.

Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.

2.15 Closing time

2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall **not** accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

2.16 Tender offer validity

2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.



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2.18 Provide other material.

2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

2.22 Return of other tender documents

If so, instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

3 The employer's undertakings

3.1 Respond to clarification.

Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.



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3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

3.3 Return late tender offers.

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

3.4 Opening of tender submissions.

3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

3.5 Two-envelope system

3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

3.6 non-disclosure



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Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

3.8 Test for responsiveness

3.8.1 Determine, on opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.



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3.9 Arithmetical errors

3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

3.11. Evaluation of tender offers

3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

Method 1: Financial offer	1) Rank bid offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked bidder for the award of the contract, unless there are compelling and justifiable reasons not to do so.
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Method 2: Financial offer and preferences	1) Score bid evaluation points for financial offer. 2) Confirm that bidders are eligible for the preferences claimed and if so, score bid evaluation points for preferencing. 3) Calculate total bid evaluation points. 4) Rank bid offers from the highest number of bid evaluation points to the lowest. 5) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	1) Score quality, rejecting all bid offers that fail to score the minimum number of points for quality stated in the Bid data. 2) Score bid evaluation points for financial offer. 3) Calculate total bid evaluation points. 4) Rank bid offers from the highest number of bid evaluation points to the lowest. 5) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all bid offers that fail to score the minimum number of points for quality stated in the Bid data. 2) Score bid evaluation points for financial offer. 3) Confirm that bidders are eligible for the preferences claimed, and if so, score bid evaluation points for Preferencing. 4) Calculate total bid evaluation points. 5) Rank bid offers from the highest number of bid evaluation points to the lowest. 6) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Score financial offers, preferences, and quality, as relevant, to two decimal places.

F.3.11.2 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$N_{FO} = W_1 \times A$ where:

N_{FO} = the number of tender evaluation points awarded for the financial offer.

W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

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A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = \frac{(1 + (P - P_m))}{P_m}$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = \frac{(1 - (P - P_m))}{P_m}$	$A = P_m / P$

where:

P_m = the comparative offer of the most favourable tender offer.

P = the comparative offer of tender offer under consideration



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3.11.3 Scoring quality (functionality)

Score quality in each of the categories in accordance with the Tender Data and calculate total score for quality.

3.12 Insurance provided by the employer.

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

3.13 Acceptance of tender offer

3.13.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

3.13.2 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

3.14 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted.

3.15. Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of: a) addenda issued during the tender period,

- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.



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3.17 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

3.18 Provide copies of the contracts.

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance

2. 1. RETURNABLE SCHEDULES FOR TENDER EVALUATION

A	MBD 1 – BIDDING INFORMATION & TERMS OF BIDDING
B	MDB 4 - DECLARATION OF INTEREST
C	MBD 5 - DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
D	MDB 6.1 - PREFERENCE SCHEDULE
E	MBD 7.1 – CONTRACT FORM
F	MDB 8 - PAST SCM PRACTICES
G	MDB 9 - CERTIFICATE OF INDEPENDENT BID
H	AUTHORITY OF SIGNATORY
I	PROOF OF BANKING DETAILS
J	MUNICIPAL UTILITY ACCOUNT (COMPANY & DIRECTORS)
K	SCHEDULE OF TENDERER'S EXPERIENCE
L	BIDDERS KEY PERSONNEL – ORGANOGRAM, CURRICULUM VITAE (CV's) AND QUALIFICATIONS
M	FORM OF OFFER AND ACCEPTANCE
N	SCOPE OF WORK
O	PRICING SCHEDULE

MORETELE LOCAL MUNICIPALITY



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**APPOINTMENT OF SERVICE PROVIDER FOR PROVISION OF MAINTENANCE,
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**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MORETELE LOCAL MUNICIPALITY					
BID NUMBER:	MLM/HR/ICT/24-27	CLOSING DATE:	05 December 2024	CLOSING TIME:	12:00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER FOR PROVISION OF MAINTENANCE, SUPPORT SERVICES AND AS AND WHEN REQUIRED FOR INFORMATION, COMMUNICATION AND TECHNOLOGY (ICT) FOR A PERIOD OF 36 MONTHS				
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;

MORETELE LOCAL MUNICIPALITY					
4065 B MATHIBESTAD					
(BUDGET & TREASURY AND TECHNICAL BUILDING)					
0418					
NOTE: THE BID BOX IS ONLY ACCESSIBLE MONDAY - FRIDAY DURING OFFICE HOURS (08:00 TO 16:00)					
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:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT [TICK APPLICABLE BOX] ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					



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APPOINTMENT OF SERVICE PROVIDER FOR PROVISION OF MAINTENANCE, SUPPORT SERVICES AND AS AND WHEN REQUIRED FOR INFORMATION, COMMUNICATION AND TECHNOLOGY (ICT) FOR A PERIOD OF 36 MONTHS

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	DEPARTMENT	HR
CONTACT PERSON	MODIEGI PHENYA	CONTACT PERSON	JOSEPH MOPHUTHING / TSHEGOFATSO MASIA
TELEPHONE NUMBER	012 716 1414	TELEPHONE NUMBER	012 7161315
E-MAIL ADDRESS	Modiegi.Phenya@Moretele.gov.za	E-MAIL ADDRESS	Joseph.Mophuting@ Moretele.gov.za / Tshogofatso.Masia@Moretele.gov.za

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS



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- 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 EFILING. 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:.....



BID NO: MLM/HR/ICT/24-27

APPOINTMENT OF SERVICE PROVIDER FOR PROVISION OF MAINTENANCE, SUPPORT SERVICES AND AS AND WHEN REQUIRED FOR INFORMATION, COMMUNICATION AND TECHNOLOGY (ICT) FOR A PERIOD OF 36 MONTHS

FORM B: MBD 4- DECLARATION OF INTEREST

MBD4

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 and/or take an oath declaring his/her interest.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid. Also select the applicable answers** ☒

3.1 Full Name of bidder or his or her representative:

.....

3.2 Identity Number:

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

.....

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

.....



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'MSCM 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 person 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 bidder and any persons in the service of the state who may be involved with the evaluation and adjudication of this bid?

YES ☐ / NO ☐

3.11.1 If yes, furnish particulars

.....

.....

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

YES ☐ / NO ☐

3.12.1 If yes, furnish particulars

.....

.....



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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 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	Employee Number



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CERTIFICATION

I, THE UNDERSIGNED

(NAME)

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

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

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder



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FORM C: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

MBD 5

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

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

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

.....
.....

2 Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?

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

2.2 If yes, provide particulars.

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

YES / NO

YES / NO

3 Has any contract been awarded to you by an organ 2

3.1 If yes, furnish particulars



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of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

.....

.....

YES / NO

1. Will any portion of goods or services be sourced from outside **YES / NO** 4.1 If yes, furnish particulars
- 2.

the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

FALSE.

.....

Signature Date

.....

Position Name of Bidder



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FORM D: MBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 **To be completed by the organ of state**
(delete whichever is not applicable for this tender).
- a) The applicable preference point system for this tender is the **80/20** preference point system.
- 1.3 Points for this tender (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:



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	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. FORMULA 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:



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80/20

or

90/10

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ Or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

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:

80/20

or

90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ Or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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



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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	BBBEE	Locality	Women	Youth
	5	5	5	5
Points claimed by tender				

Points calculation for BBBEE

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS
1	5
2	4.5
3	4
4	3.5
5	3
6	2.5
7	2
8	1



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Non-contributor	0
-----------------	---

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm.....

4.3. Company registration number:

4.4. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;



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- (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:.....

.....

.....

.....



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FORM E: MBD 7.1 - CONTRACT FORM- PURCHASE OF GOODS/WORKD

MBD7.1

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 fulfilment of this contract.



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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.



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MBD 7.1

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)	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION

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

SIGNED ATON.....

NAME (PRINT):

SIGNATURE:

OFFICIAL

WITNESSES

1.

2.

DATE



BID NO: MLM/HR/ICT/24-27

APPOINTMENT OF SERVICE PROVIDER FOR PROVISION OF MAINTENANCE, SUPPORT SERVICES AND AS AND WHEN REQUIRED FOR INFORMATION, COMMUNICATION AND TECHNOLOGY (ICT) FOR A PERIOD OF 36 MONTHS

FORM F: MBD 8 - DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

MBD 8

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 ☐



APPOINTMENT OF SERVICE PROVIDER FOR PROVISION OF MAINTENANCE, SUPPORT SERVICES AND AS AND WHEN REQUIRED FOR INFORMATION, COMMUNICATION AND TECHNOLOGY (ICT) FOR A PERIOD OF 36 MONTHS

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:		
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:		



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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 MAYBE
TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder



BID NO: MLM/HR/ICT/24-27

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FORM G : MBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION

MBD 9

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.



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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



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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.



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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



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FORM H: CERTIFICATE OF AUTHORITY

Indicate the status of the tenderer by ticking the appropriate box hereunder. **THE TENDERER MUST COMPLETE THE CERTIFICATE SET OUT BELOW FOR THE RELEVANT CATEGORY AND ATTACH A LETTER ON THE COMPANY LETTERHEAD.**

Please tick appropriate box:

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

A. CERTIFICATE FOR COMPANY

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

As witness

1.....

Chairman

2.....

Date

B. CERTIFICATE OF PARTNERSHIP

We, the undersigned, being the key partners in the business trading as hereby authorise Mr/Mrs....., acting in the capacity of.....to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.



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NAME	ADDRESS	SIGNATURE	DATE

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

C. CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs..... authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract.....and any other contract resulting from it on our behalf.

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

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY

D. CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs.....authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract.....and any other contract resulting from it on our behalf.

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

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY



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E. CERTIFICATE FOR CLOSE CORPORATION

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

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

NAME	ADDRESS	SIGNATURE	DATE

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

F. SOLE PROPRIETOR

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

As witness

1.....

Chairman

2.....

Date

BIDDERS SHOULD ATTACH A DULY SIGNED AND DATED ORIGINAL OR CERTIFIED COPY OF THE LETTER OF AUTHORITY ON THE COMPANY'S LETTERHEAD, FAILURE TO DO SO WILL LEAD TO THE DISQUALIFICATION OF THE BID AS NON-RESPONSIVE



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FORM I: BIDDER'S BANKING INFORMATION

DETAILS OF BIDDERS'S BANK ACCOUNT

I/We furnish the following information:

- a) **Name of Bank:**
- b) **Branch of Bank**
- c) **Town/city/suburb where bank is situated**
- d) **Contact Person at the Bank:**
- e) **Telephone number of Bank: Code:** **Number:**
- f) **Account Number:**

I/We hereby authorise the Employer to approach the above Bank for a reference.

NOTE:

BIDDERS SHOULD ENSURE THAT THEIR BANK ACCOUNT DETAILS HAVE BEEN VERIFIED ON THE CSD REPORT. IF SUCH IS NOT VERIFIED, BIDDERS SHOULD ATTACH A COPY OF THEIR BANK CONFIRMATION LETTER

Signature..... Date.....

Name..... Position.....

Tenderer.....



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FORM J: DECLARATION WITH REGARDS TO MUNICIPAL SERVICES, RATES AND TAXES

I _____ the undersigned, declare on behalf of (Name of Bidder) _____ that;

the bidder and (or) any of its director(s) does not owe any municipal services, rates and taxes to the municipality or any other municipality or municipal entity any amount which could be in arrears for an period for a period more than three months.

In the event that this declaration is found to be false, the bid will be rejected and found to be nonresponsive.

NAME OF MUNICIPALITY	ACCOUNT NUMBER	OWNER

NOTE:

TENDERER TO SUBMIT A COPY OF A MUNICIPAL ACCOUNT OF THE COMPANY AND THAT OF ITS DIRECTOR(S) NOT IN ARREARS AND NOT OLDER THAN THREE (03) MONTHS, OR

IN THE EVENT THAT THE BIDDER IS LEASING, A COMMISSIONED LEASE AGREEMENT ALONG WITH THE STATEMENT OF ACCOUNT OF THE LEASED PROPERTY SHOULD BE ATTACHED, OR

A CONFIRMATION LETTER FROM THE LOCAL MUNICIPALITY NOT OLDER THAN THREE MONTHS CONFIRMING THAT SERVICES ARE NOT CHARGED/LEVIED AND BIDDER DOES NOT OWE.

(FAILURE TO DO SO WILL LEAD TO THE DISQUALIFICATION OF THE BID AS NON-RESPONSIVE)

Signature..... Date.....

Name..... Position.....

Tenderer.....

MORETELE LOCAL MUNICIPALITY



TENDER DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE LED STRATEGY REVIEW

FORM K: SCHEDULE OF TENDERER'S EXPERIENCE

The following is a statement of similar work successfully executed by myself/ourselves in the last three years:

INSTITUTION NAME	RELEVANT PROJECT NAME	CONTACT PERSON	LAND LINE CONTACT NO.	CELL CONTACT NO.	PROJECT START & END DATE



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FORM L: BIDDERS KEY PERSONNEL – ORGANOGRAM, CURRICULUM VITAE (CV's) AND QUALIFICATIONS

Bidders are to indicate on the **below compulsory table a list of personnel** that will be allocated to the project. Cv's and qualifications of the personnel should be attached

NAME AND SURNAME	DESIGNATION	QUALIFICATIONS	YEARS OF EXPERIENCE	YEARS OF EXPERIENCE POST ADMISSION



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FORM M: FORM OF OFFER AND ACCEPTANCE

Offer

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

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

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all 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 contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS CONTRACT PRICE)

.....

..... (in words);

R..... (in figures)

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 tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s)

Name(s)

Capacity

Tenderer

Address

.....

Date:



BID NO: MLM/HR/ICT/24-27

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As witness:

Name

Signature

Name

Signature.....

Acceptance

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

Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

- Agreements and contract data, (which includes this agreement)
- Pricing data
- Scope of work

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorised representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five days of the date of such receipt



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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 or organization)

Witnesses:

1. **Full Names:** **Signature:**
2. **Full Names:** **Signature:**

Schedule of Deviations

Item	Deviation Details

By the duly authorised representatives signing this schedule of deviations, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.



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For the Contractor:

Signature(s)

Name(s)

Capacity

.....

(Name and address of organization)

**Name and
signature of witness**.....**Date:**

For the Employer:

Signature(s)

Name(s)

Capacity

.....

(Name and address of organization)

Name and signature of witness

Date:



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FORM N: SCOPE OF WORK

3 SCOPE OF WORK

The following are the Terms of Reference expected from the prospective service provider

3.1 INTRODUCTION

The Municipality ICT function is centralized with limited internal capacity, and it has four remote sites which are libraries and 26 wards within the jurisdiction of Moretele.

The current infrastructure and support were contracted to a service provider which the contract is coming to an end in August 2024. As a result, the Municipality invites reputable service providers who have vast experience in providing Information and Communication Technology (ICT) infrastructure and support services. The service provider is expected to have the required accreditations and the necessary expertise to support the ICT function that enables the Municipality to perform its functions and provide service to its community. This includes a 'one-stop-shop' ICT solution.

Required services includes,

- i. Infrastructure Management
 - a. Data Center Management
 - b. Network Management
 - c. Server Management
 - d. IMAC Services
- ii. Client Computing acquisition,
- iii. support and maintenance,
- iv. Corporate Messaging,
- v. Service Desk Remote Management,
- vi. Website Services



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3.2 Detailed scope of ICT Infrastructure Managed Service

3.2.1 Infrastructure Management

Infrastructure management covers all of information and communications technology infrastructure management. It provides a general framework that is based on best practice guidance for the design and planning, deployment, operational management and technical support of quality ICT services to meet the Municipalities needs in a cost-effective manner.

3.2.1.1 Data Center Infrastructure Management (DCIM)

Datacenter Infrastructure Management covers the integration of information technology and the facility management best practices to centralize monitoring, and capacity management of datacenter critical systems. This will be achieved through the implementation of specialized software, and hardware sensors in the computer room to monitor the infrastructure in real time.

3.2.1.2 Network Management

The Network component encompasses tracking network resources, including switches, routers, and servers. It also includes performance monitoring and software updates. Network operation tasks include monitoring of activities on the network, as well as proactively identifying and remediating issues.

The management of network hardware and software support and maintenance; network security management; LAN Administration, network installations and de-installations, upgrades, etc. managed network technologies will include LAN, WAN, Wireless/Wi-Fi, Optic Fibre, Microwave, and already supplied by another third party (e.g. VSAT, MPLS, ISP, etc.).



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3.2.1.3 IMAC Services

This component will cover the day-to-day Installation, Move, Addition, and Change to standard infrastructure configuration items based on a predefined catalogue and rates.

Proactively planning for moves and relocations during corporate change events. Manage user requirements and move coordination. Disconnections and reconnections conduct user assurance testing, problem resolution and documentation generation.

3.2.1.4 Server Management

This component covers the provision of and management of standard configurations for the server infrastructure. The management of both the virtual infrastructure and the physical infrastructure. The installation and management of selected software, anti-virus and the distribution of security updates, patches, and new releases.

The component replacement on failure, systems monitoring and housekeeping in real time. The management of storage sub systems and capacity planning, backup and recovery, Monitoring the upkeep of critical system for business continuity and disaster recovery.

3.2.2 Client Computing Provision, Support and Maintenance

This component covers the provision of user end user devices and management of standard configurations for client computing images. This including all back-office software, anti-virus, distribution of updates, patches, and new releases. Component replacement on failure of end user devices (smart phones, tablets, laptops and desktop) asset management; and user training and inductions.



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3.2.3 Corporate Messaging Collaboration

This component covers all aspects of the Municipality's internal and external email and corporate messaging systems, including cloud services that will synchronize to mobile devices, collaborative, corporate communication and social networking tools.

3.2.4 Service Desk & Remote Management

This section covers the Service Provider setting up the Municipality's remote management solution for handling user support and providing suitably experienced on-site resources to provide support to end users locally and at remote sites.

In addition, the Service Provider to provide a Service Desk Incident Management System where calls can be logged by appointed Municipality resources or the on-site resources managed against an agreed SLA, to service completion, and reported on.

3.2.5 Website Services

The Municipality is looking for a single provider to manage and maintain the existing website. The municipality makes use of the website and online platform to provide services to the community. The website is the one of the interactive channels the municipality uses to send communication to the public, upload notices, report incidents. The system must have citizen request management features, community calendars, community news and alerts. The service provider must also do backup and maintenance on daily basis.

4. THE MUNICIPALITY'S ICT INFRASTRUCTURE LANDSCAPE

The Municipality is looking for a single provider to manage and maintain the existing services (LAN, WAN, cabling etc.) replacing the services that have reached end of life.

The following points reflect the current solution and will also provide the starting points for the transformation of the environment process. The service provider may choose to provide



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a solution based on the current vendors or use and/or propose another vendor as long as the value provided to the Moretele Local Municipality meets the existing standard of services or surpasses them.

The current ICT landscape for the Municipality consists of +- 300 users equipped with HP desktop and Acer/HP Notebooks running Windows 10 and 11. The 300 users are spread around the sites across the judistriction of Moretele which the sizes of these sites vary with the main site being in Mathibestad.

Note: The datacenter is at the main office hosts the local user applications (MS exchange, payroll, financial applications, and other business suites) whereas the majority of the servers and storage form part of a HP infrastructure. The servers run versions of Windows Server 2016 and Server 2022. The Payroll and Financial application are supported by third parties over the internet on a temporary per escalation basis.

The main office hosts the connectivity to the internet service provider with the security infrastructure hosted at the service provider datacenter. Please note that at this point the capacities are limited but plans are on the way to move to fiber.

The Municipality expects the service provider to propose and agree on the replacement of the desktop and notebooks environment that have reached end of life. Further the service provider may also recommend a refresh plan for the switches and storage infrastructure where required. The support will include not only the main office but also the other sites around the Municipality requirements as per priority. Maintenance and support of existing applications (financial and payroll) remain in place and the service provider will work, facilitate and manage collectively with the existing service providers deliverables.



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4.1 High-level Infrastructure

Network Diagram is attached to this document as Annexure “A”

4.2 Server Rooms

The server room is in the main office building hosts the local user applications such as Exchange mails, financial and payroll applications. The storage and server racks are located within this server room. The server room infrastructure has raised floors, cooling and fire extinguisher provided. The network equipment, LAN and WAN, is also hosted in this server room where the Telkom equipment terminates. Future changes to the environment will also need to host services in this room.

List of existing equipment

- 234 laptops
- 100 Desktop
- 3 Servers (13 Virtual machines)
- 30 Aruba switches
- 2 storages
- 2 Core Switches
- 15 Wireless Access Point
- 3 UPS (20KVA)
- Cooling system
- Fire suppression
- 20 multi-printers

The service provider will replace the equipments that have reached end of life and thereafter providing support and maintenance on the new items.



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4.3 WAN, LAN and Network Management

As can be seen from the diagram above, the Municipality operates a diverse network. The Local Area Network (LAN) components of this network are already running under separate managed services contracts and are include in the scope.

The LAN devices deployed across the network are mainly Aruba switches.

The wireless access points are also HP Aruba and they are installed in the different buildings across the Municipality.

The existing cabling infrastructure runs on CAT6 UTP cabling and mostly single mode fiber. and the current setup also supports POE (Power over Ethernet).

The service provider will need to maintain and support the existing infrastructure and replace as and where identified and agreed.

4.4 Client Computing

The standard Municipality desktop computer is running mostly Windows 10/11 and various versions Microsoft Office 365, including Outlook, as the standard configuration. The Municipality uses the following systems:

- **HR and Payroll – Payday Software Systems**
- **Financial Management System (Phoenix)**
- **MS Exchange 2016**
- **VMWare**
- **Veam Backup licence**
- **Solar desk system**
- **Blackfog Licence**
- **Manage Enterprise AD Auditit license**



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4.5 Server, Storage, Disaster Recovery and Business Continuity

The server environment is located and hosted at the Municipal main building with services configured in high availability. The Municipality uses Veam Backup license product for backups and the backup being done first disk to disk and then disk to tape. The Municipality will look at private and/or public cloud solutions, however because of legislation these need to be hosted in South Africa for consideration.

The chosen provider will need to put forward a solution that will address the Municipalities' high availability requirements and will also be able flexible enough to adapt to the future DR requirement.

There is currently no Disaster recovery plan in place, but the Municipality has a general strategy for Disaster Recovery and Business Continuity from an ICT perspective. After the analysis, the strategy will be implemented based on an agreed solution.

The principle of the server environment with shared storage is to create a Pool of Resources and storage that can be shared by the ICT Server requirements, in the case of the Municipality, the application servers that are required for the daily operations onsite are installed on the clustered environment in Virtual Machines (VM's), these VM's do not sit on one physical server but on a shared pool of resources made up of the Physical Server units within the Cluster.

This solution is the first level of redundancy within the Municipality's ICT environment, to mitigate the risk of a hardware failure and to allow business to continue.

As a second level of redundancy for the Municipality's ICT Environment, a Remote / Separate Server solution must be implemented and configured so that in the event of a total failure of



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the onsite ICT environment, the Municipality can after a period, continue business as usual once the environment is brought up.

The successful bidder will be expected to work with those companies required to ensure a smooth integration of all services.

4.6 Service Desk and Software Tools

The service provider must be able to offer an escalation point for the municipality where depending on the severity of the incident the call will be actioned. Integration of systems is not required, as long as the provider's system and service Centre is able to track the logged call. A portal linked to E-mail address or telephone number can be used to log the requests which will then be tracked on the service provider's incident management system. The Municipality currently uses Solar-Desk system service.

4.7 Facilities and Cabling Infrastructure

The Municipality utilizes mostly external contractors for the CAT6 UTP cabling with Single and Multi-Mode fiber as the standard for aggregation. The service provider must incorporate and provide the cabling infrastructure and take full responsibility, migrating the infrastructure through upgrade projects to the agreed latest standard, as these are adopted across other environments.

4.8 Virtual Infrastructure

The Municipality is looking in to implementing true virtual solutions. The cost saving that's associated with infrastructure virtualization is beneficial for the municipality. The Municipality is required to reduce operating costs and virtualization of servers, desktops and LAN is the solution.

The Municipality is running VMWare and Microsoft Hyper-V in the environment. The system is operating in isolation and requires the consolidation of multiple servers for cloud services,



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redundancy, centrally managed hosts, improved security, better utilization of system resources.

The successful bidder will have to design and implement virtual solution for the network, data storage and server infrastructure.

5. SCOPE OF SERVICE – ASSESSMENT PROGRAM

The Service Provider is required to conduct a complete assessment of the Municipality's ICT infrastructure and verify, amend and remove through a structured process including governance model the CMDB to be used as basis for the Service Desk and asset management processes.

The Assessment program include and electronic and physical audit and verification of all items, software and device configurations, including but not limited to the areas listed below. It further extends into the connectivity and telephony infrastructures. The results to be provided in an electronic database for acceptance by the Municipality ICT management team.

5.1 SCOPE OF SERVICE – TRANSITION PROGRAM

The Service Provider must provide a complete Transition Program for the scope of services as per below. It must include but not limited to all the stakeholders, current service providers, services, 3rd party contractors for acceptance by the Municipality ICT management team. Where the Service Provider identify 3rd party vendors, will the Transition Program should include these as part of the integrated service management function.

5.2 SCOPE OF SERVICE – DATACENTER INFRASTRUCTURE MANAGEMENT (DCIM)

This section describes the services that the Municipality is expecting to receive as part of the data center component of Managed Services.



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This section includes provision of product, solution, support and administration services for all datacenter physical infrastructure including:

- Physical facilities
- Server hardware
- Operating systems and other software products
- Systems monitoring and housekeeping.
- Storage management and capacity planning
- Backup and recovery
- Business continuity and disaster recovery planning related to all servers located on the precinct

6.1 Acquisition Services

The Service Provider shall provide suitable products and OEM support and warranties as a service to the Municipality as and when required based on business requirements.

6.2 Support Services

The Service Provider shall provide support and administration services for all facilities cooling system, cabinets, monitoring, server hardware, operating systems and other software products related to all servers in scope in main Municipal office and remote locations, including documentation by following ITIL Service Management, ISO9001, ISO14001, ISO27001, OHSAS18001 standards and processes and as per guidelines and policies as defined or agreed by the Municipality.

The sub-services include, but are not limited to:

- Server Room facility scheduled and remedial maintenance
 - Uninterrupted Power Supply (UPS)
 - Heating and Cooling System



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- CCTV and Access Control
- Environmental monitoring System
- Fire suppression system

- Server Room Support and Maintenance;
- Systems monitoring;
- System hardware management and support;
- System software management and support;
- System Housekeeping Services;
- Storage Management and Capacity Planning;
- Database Administration;
- Backup and Restore Services;
- Reporting.

6.3 Implementation of New Server Room Services

6.3.1 Datacenter Support and Maintenance

- The Service Provider shall maintain a stable live datacenter environment to achieve the applicable service levels stated in performance metrics section of this document.
- Items in-scope shall include all infrastructure elements and systems contained within the Server Room related to the servers in-scope defined above.
- The Service Provider shall perform routine administration and maintenance of the Server Room Facilities, and to this effect shall:
 - Undertake corrective maintenance ensuring that all problems are raised and logged centrally.
 - Ensure that all products and tools that support live operations comply with the defined technical standards, policies and procedures, and with government regulations.



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- Pro-actively inform the Municipality management if the operational environment in the server room is unsuitable and action is required.
- Provide the services in accordance with ISO14001 and OHSA14001 standards
- Provide interface with relevant the Municipality teams to help ensure the fitness of the server room accommodation and operational environment conditions.
- Maintain a log of all server room accesses.
- Prepare and update Standard Operating Procedures (SOPs).

6.3.2 Systems Monitoring

- Service Provider shall ensure that all System monitoring functions are periodically performed like:
 - Temperature
 - Performance / uptime monitoring.
 - Log monitoring.

6.4 Service Windows

The Service Provider is expected to be actively involved in the development of new Server Room services. Any service delivery will follow the agreed ICT Project and Governance process. The Service Provider would be expected to be involved in all aspects of the service development and to provide work and cost estimates as part of the approval process. It is likely that this Facility will only be used once the basic infrastructure managed services have been stabilized.

6.5 Minimum and Optimum Operating Hours

The Service Provider is expected to perform datacenter maintenance (hardware and software) minimising the impact on operations. This may require scheduling outages at lower usage periods, e.g. nights or weekends. This should be part of the base service and



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not incur any additional (e.g. overtime) costs. All changes to the systems (hardware and software) should be based on an approved Change Request (or Emergency CR).

The Service Provider is expected to follow the agreed procedures when implementing a Change Request.

The minimum and optimum operating hours for Server Room services is on-site presence for 8.5 hours per day from 07:30 to 16:00, with on-call services outside these hours.

7. SCOPE OF SERVICE – NETWORK MANAGEMENT

This section describes the services that the Municipality is expecting to receive as part of the Network and LAN component of Managed Services. This service is the operations of the current managed LAN environments and associated infrastructure elements for all Users on managed LANs. As the managed LAN/WAN network is extended and it will include all new that are commission in the coming year

7.1 Acquisition Services

The Service Provider shall provide suitable products and OEM support and warranties as a service to the Municipality as and when required based on business requirements.

7.2 Support Services

The Service Provider shall provide management, maintenance and support of the current operational LAN environments and associated infrastructure elements at all in-scope locations, including documentation by following ITIL Service Management processes and as per guidelines and policies as defined or agreed by the Municipality. The sub-services include, but are not limited to:

- Network Support and Maintenance



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- Wireless and Microwave Networks
- LAN Administration
- Network Security
- Installation/De-installation
- Reporting

7.3 Network Support and Maintenance

- The Service Provider shall perform the on-going support and delivery of all local networks and ensure end-User and server connectivity to achieve the performance criteria specified for all Services.
- The Service Provider shall perform maintenance on all local network infrastructure components in line with the equipment manufacturers and/or the Municipality's guidelines and ensure that firmware is kept current, and security patches are applied:
 - Network equipment components include but are not limited to, routers and load balancers, switches, hubs, modems and patch panels.
 - Other LAN components comprise the Traffic prioritization, Network Client Services, Network Monitoring servers, software and Scripts, networking protocols, address management, name resolution services.
- The Service Provider shall provide and administer the cable and patch panel management and perform patching to resolve problems or reconfigure the LAN. The Service Provider shall make recommendations on patches released by Manufacturers.
- The Service Provider shall ensure that any maintenance action leading to a Scheduled Outage, or a noticeable degradation of service is planned via the appropriate Change and Release Process to minimize disruption to the service.



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7.4 Wireless Networks

The Service Provider shall manage and support a wireless LAN for authorised Municipality staff around the entire precinct.

7.5 LAN Administration

- The Service Provider shall maintain the Municipality's IP addressing scheme and continuously support the implementation of optimal policy-based routing policies and architecture.
- The Service Provider shall allocate IP addresses when necessary and maintain the register of used and available IP addresses at the Municipality.
- The Service Provider shall provide simple rule-based and/or intelligent filtering of traffic between different network segments along the following principles:
 - Create an IP-enabled network infrastructure supporting the injection of all traffic over IP, IP encapsulation and IP tunneling.
 - Maintain clear physical and logical boundaries.
 - Limits complexity in top level routing.
 - Allow peering architecture and addressing hierarchy between the locations.
 - To include where appropriate traffic shaping and prioritization of IP based traffic.
 - To include, where appropriate, segmentation and implementation of networks using variable/fixed length subnet masks.
 - Maintenance and creation of V-LAN IDs.
 - Maintenance and creation of Multi Link Trunks.
 - To create, where appropriate, multicast address and support for one to many network broadcasts.
- The Service Provider shall implement access and authentication controls relating to the management and configuration of all intelligent components of the network.
- The Service Provider shall support the creation of an IP-centric organization enabling the convergence of all traffic, including IP voice and video.



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- Where appropriate maintenance and creation of Internet Protocol version 4 and 6 address spaces.

7.6 Network Security

- The Service Provider shall ensure that wherever the Municipality's Network connects to other networks, the Service Provider shall co-operate with the relevant parties to ensure that appropriate security measurements are implemented with a view to protecting the Network and its components from malicious attack and unauthorized access.
- The Service Provider shall also ensure that users on the Network are prevented from making malicious attacks on other networks.
- The Service Provider shall monitor the Network for any attempted or actual security breaches.

7.6.1 Installation/De-installation

Where installation/de-installation has been required and confirmed by the Municipality, the Service Provider shall be responsible for the complete set of associated works in line with Health and Safety (OHSA18001) requirement and shall liaise with appropriate teams within the Municipality to this effect.

The Service Provider shall manage the installation / De-installation and testing as needed of all LAN changes in accordance with the procedures in place, updating the relevant documentations to reflect the changes, and informing operational service desk of the impact of the change.

- Where works may be carried out by Third Parties appointed by the Service Provider, the end-delivery of the project remains the responsibility of the Service Provider.



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- The Service Provider shall be responsible for the resolution of faults during installation and commissioning and provide all necessary warranty and documentation.
- Where works may be carried out by Third Parties appointed by the Municipality, the Service Provider shall have the responsibility to provide an efficient service interface for the successful end delivery of the works. The Service Provider shall remain responsible for the Service Support functions post-installation and the Service Management aspects, e.g. Configuration and Capacity Management.
- An installation comprises any of the following elements:
 - Installation of structured cabling system, floor outlets and data points
 - Installation of equipment cabinets and active equipment in computer rooms and in the network
 - Installation of drop leads, patch cords, fibre patch cords for the connection of PCs, printers and server equipment and any other network peripheral connected to the structured cabling system
 - Installation of Network Interface Cards (NICs) and modems to networked equipment (physical and logical connection).
- All LAN (including both fixed wired and wireless networks) design, installation and testing works supplied by the Service Provider must comply with international standards (IEEE and ISO) including but not limited to:
 - Prevalent Standards specified the Municipality
 - Structured cabling utilising Category 6 or 6e standards
 - Fibre connectivity including single mode and multimode including FC and SC termination
- Provision of secure wireless networking operating 802. (B/G/N/AC) – utilizing WPA-2 and other approved security authentication.



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7.6.2 Reporting

- The Service Provider shall provide regular performance monitoring reports (frequency to be agreed) on network and LAN uptime, incidents, and other performance metrics agreed.
- The Service Provider shall provide input into the Capacity Planning exercise ensure that the networks are sized at the level required for the services to be provided.
- On request by the Municipality, the Service Provider shall produce ad-hoc reports related to network and LAN service management aspect.

7.6.3 Implementation of new Network and LAN Services

The Service Provider is expected to be actively involved in the development of new network and LAN services.

All service delivery will follow the agreed ICT Project and Governance process. The Service Provider would be expected to be involved in all aspects of the service development and to provide work and cost estimates as part of the approval process.

8. SCOPE OF SERVICE – IMAC SERVICES

This section describes the services the Municipality is expecting to receive as part of the IMAC component of Managed Services. The scope of IMAC services covers all authorized users in all the Municipality's locations.

8.1 Implementation of new Network and LAN Services

The Service Provider shall provide IMAC services to all authorized users in the in- scope locations by following ITIL Service Management processes and as per guidelines and policies as defined or agreed by the Municipality. The sub-services include, but are not limited to:



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Installation, removal and disposal.

Arrange power points.

Install and configure network points.

Move existing ICT equipment.

Install, configure, de-install for on- and off-site conferences.

8.2 Installation, removal and disposal

The Service Provider shall be responsible for the installation of all of the Municipality's user workstations, ensuring that all installation components have been received and are available.

Installation items shall include, but are not limited to:

- Site requirements check, e.g., desk space, power, network availability, etc.
- All necessary User pre-requisites check.
- Complete installation within a single visit to the relevant location.
- Coordinated disposal for replacement if necessary.
- Performing preliminary and installation testing.
- Removal of all packaging materials.
- Feedback to the LAN services on any issues concerning capacity limits (including port, network sockets and network addresses) or associated performance issues.
- All relevant Service Management activities, e.g. Change and Configuration Management (including asset management), Capacity Management, etc.
- User sign-off.

8.3 Installation items shall include but are not limited to:

- Laptops, Tablets and Desktops including monitors together called Workstation.
- Associated peripherals as required.
- Network port activation.



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- Assignment of a TCP/IP address.
- Access to all authorized applications (and data transfer if necessary).

Where specified by the Municipality, the Service Provider shall configure desktop machines with accessibility features to enable users with special needs to access their required desktop environment.

The Service Provider shall be responsible for the disposal process on request from the Municipality, via the Global Service Desk. Disposal shall comprise of, but not limited to:

- Removal of Desktop Equipment and Peripherals.
- Network port deactivation.
- De-assignment of IP addresses.
- Feedback to the LAN services.
- User sign-off.

The Service Provider shall be responsible for checking security of installation in line with the Municipality's Security Policy and associated standards before commissioning.

The Service Provider shall familiarize the User with new User equipment and gain their acceptance of the Installation.

8.4 Arrange power points

The Service Provider shall:

- Work in coordination with the relevant Municipality's (General Services) or other external teams to arrange the installation of any additional power points required to install new equipment.
- Take responsibility for ensuring power points are installed in time for the equipment to be connected.

8.5 Install & configure network points

The Service Provider shall:



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Work in coordination with the relevant Municipality or other external teams to install new voice and data network points, including associated cabling and patching.

Configure live voice and data network points that are required to install ICT equipment, including necessary network and telephony cable patching.

8.6 Move existing ICT equipment

The Service Provider shall:

Move ICT equipment from its current location to a new location and perform all work required to reconnect the equipment to the appropriate network.

Test the installation of the equipment and perform user acceptance for user equipment

Shall obtain a Sign-off from the User(s), once the activity is complete.

8.7 Install, configure, de-install for on- and off-site conferences

The Service Provider shall perform all the above-described activities including user sign off as necessary for setting up, configuring, operating and de- installing on- and off-site conferences. The equipment includes, but is not limited to:

- Laptops and Desktops including monitors
- Associated peripherals if requested
- Network cabling
- Network port activation
- Assignment of a TCP/IP address
- Access to all authorized applications (and data transfer if necessary).
- Liaise and coordinate with all 3rd party hosts of meetings to ensure that services are provided
- Provide on-site support for the duration.



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Note: these types of meetings are normally set up and dismantled on an ad-hoc basis.

8.8 Maintain the Asset Management Register

The Service Provider shall:

- Ensure that all equipment movements are correctly reflected in the organization's asset register (Pastel) and configuration database (Bidders to advise).
- Ensure that all disposals are carried out in accordance with established Municipality practices, are submitted to the Municipality ICT Management Committee for approval prior to disposal, and that disposals are correctly reflected in the asset management register.

8.9 Implementation of new IMAC services

As new infrastructure services are introduced, the appropriate IMAC service will need to be included in the overall service offering.

10. SCOPE OF SERVICE – CLIENT COMPUTING

This section describes the services that the Municipality is expecting to receive as part of the Client Computing component of the complete service catalogue. The scope of Client Computing services covers all authorised users in all the Municipality's locations. All the Municipality's authorised desktop and laptop devices (together called Workstations) and the Municipality issued mobile devices (Tablets, Smart Phones) are in-scope of Client Computing services.

10.1 Acquisition Services

The Service Provider shall provide suitable products and OEM support and warranties as a service to the Municipality as and when required based on business requirements.



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10.2 Support Services

The Service Provider shall provide both remote and on-site Desktop services as required to all authorised user Workstations and peripherals by following ITIL Service Management processes and as per guidelines and policies as defined or agreed by the Municipality. The sub-services include, but are not limited to:

- Basic Desktop Services;
- Software Fix-on-fail management, including 2nd Level support for standard applications including messaging;
- Hardware Management;
- System Security Updates (incl. anti-virus);
- Systems Maintenance;
- Mobile devices (all approved mobile devices not limited to tablets or smart phones);
- Asset management and Configuration Management;

10.2.1 Basic Desktop services

The Service Provider shall:

Ensure that Users can:

- Store and retrieve information from a local and/or network storage area permissible by their access privilege as defined by the Municipality.
- Choose printers, connected locally or on the Municipality's Network within their access privilege, and can print.
- Obtain information on the print status and to manage their jobs in the print queue.

Ensure that File capabilities are defined for each User per the read/write privileges defined by the Municipality.

On User request, recover data from backup, when a User loses data and is not able to recover it.



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10.2.2 Software Fix-on-fail management

- The Service Provider shall provide fix-on-fail support by following the Service Management processes for the Users including:
 - Resolution of Incidents relating to standard install applications.
 - The Service Provider shall be responsible to restore Workstations to their standard configuration as needed.
- Resolution of incidents relating to Workstations and mobile devices that require changes including but not limited to:
 - Application / system configuration.
 - Application installation and distribution in line with the approved Workstation image.
 - Restoration of network configuration, standard printer configuration, standard drivers and other approved accessories and peripherals as needed in coordination with Print Services team.
 - Other 2nd level support activities including, but not limited to Reconfiguration, archiving and errors in macros, driver installs and upgrades, etc.
- In case of a Microsoft software error, the Service Provider shall be responsible for providing and operating a workaround as the case may until the error is diagnosed, fixed, tested and installed.
- Any new hardware/software that is introduced must follow the agreed Change and Release Management processes
- The Service Provider shall update all relevant documentation when applying any changes to the standard Workstation software.



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10.2.3 Hardware Management

The Service Provider shall:

- Be responsible for coordinating with relevant teams within the Municipality for the provision of system hardware, accessories and peripherals used in delivery of the services in line with the Municipality's standards and for ensuring that it is fully supported and maintained.
- Ensure that as changes are made to the Workstation hardware have followed the Change and Release management processes and do not cause a negative impact on applications and processes and that they continue to operate efficiently.
- Advise the Municipality of suggested changes to standard hardware configurations.
- Such changes may only be affected by following the Change and Release management processes with the explicit written approval from the Municipality. Service Provider shall ensure that the relevant documentation is updated accordingly.
- Not introduce any unauthorised hardware or software for use at the Municipality.
- Follow the approved Change and Release Management process for any new hardware/software that is introduced.
- Replace any non-functioning item of client hardware (including mobile devices) with a functioning unit. The Service Provider shall treat each component of the client hardware such as a monitor or a base unit separately.
- Draw up a schedule of preventative maintenance to the hardware in line with good industry practice for agreement with the Municipality, the Service Provider shall ensure that preventative maintenance is scheduled outside Business Hours or as otherwise agreed with the Municipality to minimize disruption to users and ensure continued provision of the services. The Service Provider shall be responsible for carrying out preventative maintenance to client hardware in accordance with the agreed schedule.



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10.2.4 System Security Updates (incl. anti-virus)

The Service Provider shall:

- Provide and maintain Virus protection software in line with the Municipality's standards that will protect the workstation from viruses that may be introduced to the network and
- Acting on software patch releases as appropriate.
- Scheduling downtime.
- Root cause analysis.
- Trend analysis
- Identification of repeating faults/known errors.

The above will follow the Problem, Change, Release and Deployment processes

10.2.5 Asset management and Configuration Management

The Service Provider shall:

- Ensure that the Asset Register compiled by the Service Provider includes, either physically or logically, information on all physical hardware assets in use within the Municipality ICT Environment.
- Work with the Municipality to ensure that the information in the Asset Register includes information of the Asset owner, Asset Class, and other Asset attributes.
- Ensure that the Asset Register reflects the up-to-date situation and is periodically maintained.
- Work with the Municipality to perform an audit of the Asset Register at least every six months to ensure that the details of Assets recorded therein remain accurate and up to date. The Service Provider shall ensure that the Municipality has full access to the results of such audits once those results are available.



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- Document the processes for ensuring that change to Assets is performed in a controlled and managed manner and protects the accuracy of information in the Asset Register.
- Maintain, as a component of the Asset Register, an audit trail of all changes in Assets.
- The audit trail shall include information relating to planned, ongoing and completed changes. The Service Provider shall record changes in location, configuration, and usage and where the Asset has been subject to a Problem or Incident.
- Ensure that all information in the Asset Register is available to the Municipality and shall provide summary reports on request.

10.3 Software Tools

The Service Provider is expected to provide where required and use the management tools that are already established within the Municipality. The Municipality requires the following as a minimum:

- Central Service Desk Application
- Virtual server Management suite
- Management Suite
- Patch Manager
- Network monitoring tools

10.4 Minimum and Optimum Operating Hours

The minimum and optimum operating hours for the services are the same as those for Server Room (i.e. on-site for 8 hours per day from 07:30 to 16:00) with on-call services outside these hours.



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10.5 Implementation of new Desktop services

- The Service Provider is expected to be actively involved in the development of Desktop services. Any service delivery will follow the agreed ICT Project and Governance process.
- The Service Provider would be expected to supply/acquisition of hardware, software and all aspects of the service development and to provide work and cost estimates as part of the approval process.

11. SCOPE OF SERVICE – CORPORATE MESSAGING

This section describes the services that the Municipality is expecting to receive as part of the Messaging component of the ICT Managed Service. This service includes all aspects of the email service, corporate communication and external messaging, including licenses and supporting the server side but excludes hardware and operating system; collaboration tools include any networked collaboration tools supporting all Users at the Municipality.

11.1 Acquisition Services

The Service Provider shall provide suitable products and OEM support and warranties as a service to the Municipality as and when required based on business requirements.

11.2 Support Services

The Service Provider shall provide support services for Email, Instant Messenger, web email access, etc. for all Users at all in-scope locations, including documentation by following ITIL Service Management processes and as per guidelines and policies as defined or agreed by the Municipality. The sub-services include, but are not limited to:

- Email services (including calendar, Mail relay and filtering services).
- Mobile data sync services.



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- Collaboration services.
- Security Services.
- Corporate communication systems.
- User training.

11.2.1 Email services

The Service Provider shall:

- Resolve incidents relating to email service that require changes including but not limited to:
 - Application / system configuration.
 - Operational aspects including availability, performance and stability.
- Queue and retain email in the event of a failure in the mail server or a connection, to prevent messages from bouncing. The Service Provider shall gradually transmit queued email upon resolution of the problem to avoid overloading the servers.
- Support email requirements of varying complexity, in terms of load and volume.
- Provide and support instant messenger services to all Users.
- Provide and support web email services to all Users.
- Support a management interface which provides, but is not limited to the following:
 - Configuration tools allowing the Municipality to set policies, rules and routing requirements.
 - Email activity trends, such as daily, weekly, monthly, and yearly volumes and patterns.
 - Email cleaned, deleted or rejected.
 - Management of user and domain permissions.
 - Real-time service statistics and availability data.



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- User and company domain activity.
- Provide proactive filtering of incoming email for viruses, spam, malware, phishing, directory harvest, denial of service.
- Provide Email messages relay service for other the Municipality applications requiring SMTP service.
- Ensure that any changes made have followed the Change and Release management processes and do not cause a negative impact on applications and processes and those they continue to operate efficiently.
- Update all relevant documentation in line with the Municipality policy and procedures.
- Manage disk quotas for individual mailboxes.
- Perform capacity planning.
- Perform backup and recovery of data.

11.2.2 Mobile device data sync services

The Service Provider shall:

- Ensure that all Municipality approved mobile devices including but not limited to: Smartphones, Tablets devices and their associated ancillary equipment if any can synchronize with the Municipality email systems.
- Ensure that these devices are appropriately configured for the Users.

11.2.3 Collaboration services

The Service Provider shall:

- Provide support for Users for all approved collaboration tools that includes but not limited to:
 - Application / system configuration.
 - Application installation.



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- Operational aspects including availability, performance and stability.
- Be responsible for providing support to all approved collaboration tools including any 3rd party software.
- Update all relevant documentation in line with the Municipality policy and procedures.

11.2.4 Security Services

The Service Provider shall:

- Implement security procedures to preserve the confidentiality and integrity of all email traversing the Municipality network. These include, but are not limited to, authentication, encryption, and access restriction as required.
- Perform periodic reviews of the existing email policy

11.2.5 User Training

When new equipment and/or devices are made available to the Users, or when the User procedures are changed, the Service Provider shall ensure that User training and/or documentation is put in place in agreement with the Municipality.

The Service Provider shall undertake User training as appropriate. Activities involved in the delivery of this service include, but are not limited to:

- Provide User training plan in agreement with the Municipality
- Ensure Users are notified of date, location etc. of the training
- Provide documentation / manuals for training purposes
- Training on both the use of the equipment, and on how to improve the use of the service.
- For all the services provided by the Service Provider, they shall coordinate with the relevant Municipality teams to administer the complete training service from



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request for training through to evaluation of the training delivered and shall make the results of all evaluations available to the Municipality.

11.3 Minimum and Optimum Operating Hours

The minimum and optimum operating hours for Corporate Messaging services are the same as those for Desktop (i.e. on-site for 8 hours per day from 07:30 to 16:00) with on-call services outside these hours.

11.4 Implementation of new Corporate Messaging services

The Service Provider is expected to provide the new network and LAN services including integration of messaging with IP telephony, instant messaging, presence notification, unified messaging, etc.

Any service delivery will follow the agreed ICT Project and Governance process. The Service Provider would be expected to deliver accordingly in all aspects of the service development and to provide work and cost estimates as part of the approval process.

12. SCOPE OF SERVICE – SERVER MANAGEMENT

This section describes the services that the Municipality is expecting to receive as part of the Server Room component of Managed Services. This section includes provision of support and administration services for all server room hardware, operating systems and other software products; systems monitoring and housekeeping; storage management and capacity planning; backup and recovery; business continuity and disaster recovery planning related to all servers located on the precinct. As the managed environment extend it will include new buildings and locations.

12.1 Acquisition Services

The Service Provider shall provide suitable products and OEM support and warranties as a service to the Municipality as and when required based on business requirements.



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12.2 Support Services

The Service Provider shall provide support and administration services for all facilities, energy, heating, cooling, cabinets, monitoring, server hardware, operating systems and other software products related to all servers in scope in Headquarters and Field Office locations, including documentation by following ITIL Service Management and processes and as per guidelines and policies as defined or agreed by the Municipality. The sub-services include, but are not limited to:

- Server and Maintenance;
- Systems monitoring;
- System hardware management and support;
- System software management and support;
- System Housekeeping Services;
- Storage Management and Capacity Planning;
- Database Administration;
- Backup and Restore Services;
- Reporting.

12.2.1 System Hardware Management and Support

The Service Provider shall:

- Provide support and administration services for all server hardware including installation, maintenance and monitoring of the products including but not limited to:
- Patches for server hardware firmware.
- Be responsible for all upgrades to server hardware.
- Manage and liaise with third party suppliers of server hardware.



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- Produce and maintain a Capacity Plan covering all systems and proactively inform the Municipality of the need for any changes.
- Perform a periodic health check on all hardware.
- Maintain a list of all users with system level privileges.

12.2.2 System Software Management and Support

The Service Provider shall:

- Provide support and administration services for all operating systems including installation, maintenance and monitoring of the products.
- Perform routine upgrades to the Operating Systems.
- Perform proactive maintenance of Server.
- Ensure that appropriate approval is obtained from the Municipality prior to application of any vendor patches and/or upgrades.
- Manage and liaise with 3rd party suppliers for provision of OS / application software.
- Deploy, configure and secure operating systems in use by the Municipality to vendor recommended best practice or other agreed standards.
- Ensure that any software security related patches for Operating Systems or ancillary software is deployed in an agreed timely manner.
- Implement monitoring of all Operating System.
- Maintain a list of all users with system level privileges.
- Ensure all application certificates are renewed and installed.



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12.2.3 System Housekeeping Services

The Service Provider shall ensure that all system administration functions are periodically performed like:

- Preventative facility management.
- System / file clean-up.
- Server reboot as needed.

The Managed Service provider shall also:

- Perform periodic intrusion detection testing and remediation.
- Monitor the websites for critical security alerts and patches.

12.2.4 Storage Management and Capacity Planning

The Service Provider shall provide managed storage area network and related storage services to include but not limited to:

- The creation and assignment of storage space to servers and services.
- Provision of storage connectivity including the installation of HBA, Switches, fibre connections.
- Replication, where necessary, of SAN storage Logical Unit Numbers to remote locations.
- Reallocation of Storage.
- Storage capacity monitoring including alerting when utilization exceeds at prescribed levels.



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12.2.5 Database Administration

For databases within the scope of the Infrastructure Managed Services:

- The Service Provider shall provide database management, support and administration services including installation, maintenance, rebuilding indexes, tuning and monitoring of the database.
- The Service Provider shall pro-actively inform the Municipality of the need for changes in the size of the databases or the need to perform re-organization, due to indicative business growth, new developments, application enhancements or if opportunities for performance optimization are available.

12.2.6 Backup and Restore Services

- The Service Provider shall operate a data backup and recovery service for the Municipality Server Room in accordance with agreed backup and recovery policy and Performance Targets.
- Align with the Municipality Disaster Recovery and Business Continuity Policy – agree and maintain the backup policy and procedures in line with the Municipality's standards and Performance Targets.
- Back-up system per agreed Backup Schedule – once authorized by the Municipality, set up, schedule and carry out relevant back-ups of all User and system data that is held on the servers per agreed Backup Schedules with the Municipality.
- In the event of a backup failure, load and unload back-up media at the Server Room and in the backup storage devices in accordance with the backup policy and procedure, restore lost or damaged files and retain back-ups of standard PC system build data.



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- Carry out replacements of backup media in line with the manufacturers' guidelines and/or diagnostic information produced because of backup and restore processes.
- Recycle media at end of agreed retention period and replace where operationally desirable (e.g. wear and tear) per policy agreed with the Municipality.
- Where possible, ensure that data restore is tested on a regular basis to verify integrity of backups and back-up media per an agreed schedule with the Municipality.

12.2.7 Reporting

- The Service Provider shall provide regular performance monitoring reports (frequency to be agreed) on server uptime, SAN usage, incidents, and other performance metrics agreed.
- Service Provider shall provide input into the Capacity Planning exercise to ensure that the Server Room is sized at the level required for the services to be provided.
- On request by the Municipality, the Service Provider shall produce ad-hoc reports related to server and Server Room service management aspects.



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13. SCOPE OF SERVICE – SERVICE DESK & REMOTE MANAGEMENT

The Service Provider to provide Service Desk and Remote Management Support. The Service Provider to optimise / set up the Municipalities Remote Support System and provide on-site resources for support the environment under contract and to assist end users remotely.

The Service Desk is required to provide a centered ICT technical support services ranging from client computing support, server support, network, security management, backup maintenance and communication support and facility management to the Municipality.

The Service Provider needs to provide services, aligned to the ICT strategy and assist ICT to achieve its vision. This means the service standard and quality needs to support the Municipality culture and ensure that services offered are based on international best practice and comply with all the IT standards (ITIL, ISO, Government Wide legislation on ICT and the Municipality guidelines and other best practice) to support the Municipality ICT to provide customer centric services to its stakeholders internal and external.

Noteworthy that the total number of employees and technological investment to be supported could increase based on the Municipality future growth and IT needs. It is however not expected to change drastically during the contract period. The service provider needs to have capacity to support diverse technologies and ensure they have capacitated employees supporting the Municipality.

Thus the Service Provider needs to provide a complete Service Desk and Remote Management solution hosted within the Municipality Network, where required, branch servers must be implemented to allow for ease of software inventorying and deployments on the local server in order to save the bandwidth. The branch server must synchronise with the central server at set intervals to ensure one central point of management.



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13.1 Acquisition Services

The Service Provider shall provide suitable hardware and software products, OEM support and warranties with resources as a service to the Municipality as and when required based on business requirements.

13.2 Software Tools

The Service Provider must provide where required and use the management tools that are already established within the Municipality. The Municipality requires the following as a minimum:

- Central Service Desk
- Remote Management Suite
- Patch Manager
- Others

13.3 Support

The solution must be able to connect and interrogate workstations for various purposes (support, software deployment, software and hardware inventorying) either with agents deployed or for agent-less. The ability for the server to connect to the workstations must be independent of the File and Print sharing service on the workstations.

- The support and maintenance will be for all servers, LAN services, network equipment and Service Desk; and include the Municipality satellite offices. Ensuring availability for LAN.
- Hardware and software setup and configuration as it pertains to servers and network equipment when required.
- All equipment, applications, and infrastructure set out in the document will be regarded as being in scope, with the exception of the specific hardware and



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- applications described.
- Provide quarterly maintenance reports as it pertains to the network infrastructure and equipment listed in the table below.
- The Service Desk must provide a single point of contact and intelligent management reports.

13.4 Service Desk Support

- Provide 1st line support.
- Respond to a phone call within 30 seconds.
- Provide response to logged calls within 30 minutes.
- Resources should be knowledgeable about the product or service in question (logged call).
- It is the responsibility of the Service Provider to ensure that their staff are trained with the latest technology at the Municipality,
- Penalties may be implemented for non-performance according to the agreed service level agreements.
- If the required support is not forthcoming from the Service Provider, a method must be in place to resolve the issue timorously.

13.5 Reporting Requirements

The following reports to be provided on a monthly basis:

- Server logs and fault reports, with resolutions or suggested fixes.
- System changes (updated system change documentations), if appropriate. Virus reports and user statistics.
- List of work performed.



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- Summary of the months Service desk support call logs that include the response time, resolution and timeframes (i.e. reporting against the agreed SLA).
- Server availability or downtimes report.
- Monthly customer satisfaction report.
- Adhoc reports.

14. SCOPE OF SERVICE – GENERIC REQUIREMENTS

The following generic requirements apply to all aspects of Infrastructure Development, Support and Maintenance.

14.1 Service Management Processes

The Service Provider shall provide the contracted service by following Service Management Processes as defined by the Municipality or in the absence of a Process, by following best practice conforming to the ITIL v4 standards in agreement with the Municipality. The Service Provider is expected to follow or interact as required, with the processes including but not limited to:

- Incident Management
- Problem Management
- Change Management
- Release Management
- Configuration Management
- Demand Management
- Service Portfolio Management
- Service Acceptance
- Service Level Management
- Supplier Management
- Capacity Management



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- Service Catalogue Management
- Availability Management
- ICT Security Management
- ICT Service Continuity Management
- Major Incident Management
- Service Request & Access Management
- Continuous Service Improvement

14.2 Business Continuity

The Service Provider is expected to follow the Business Continuity processes as per guidelines and policies defined by the Municipality. Any process defined for the delivery of services shall conform to the relevant Municipality BCP processes and approved by the Municipality.

14.3 Policy and Standards

The Service Provider shall provide the Municipality with a single point of contact (SPOC) for all Contract Management matters, and a clear escalation path on all services provided.

The Service Provider shall provide the Municipality with a Reporting process, highlighting key individual responsibilities, dependencies and escalation path. The Service Provider shall advise of any change to the Management Structure through the life of the Contract. If necessary, the Service Provider shall, jointly with the Municipality, draft Service Levels for new areas of service prior to implementation and for proposed changes to existing Service Levels.

For Projects awarded to the Service Provider:

- The Service Provider shall manage the Project using an agreed and recognized project management methodology in line with the Municipality standards and policies.



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- The Service Provider shall provide product descriptions during the planning cycle for all products to be produced in line with agreed project management methodology.
- The Service Provider shall follow the project management processes, ITIL based Service management processes that have been defined by the Municipality Project.
- Project office, or in its absence, follow a process with the prior approval of the Municipality.

15. Annual Review

The Service Provider shall cooperate with the Municipality to produce annual review reporting, which shall be available no later than 4 weeks after the end of the annual anniversary of the contract award date.

The annual review shall include all reporting elements of the Service Management processes including but not limited to:

- Service Provider's overview of the reporting year, e.g. key service improvements, cost savings, delivery of services or applications, SLA performance, benefits delivered to customers, major changes, and upgrades.
- Financial overview of the reporting year, to include all key financial KPI's summarized for the year including network and desktop costs through the year as appropriate, savings achieved over previous year, etc.
- Service Overview of the reporting year to include summaries of:
 - Performance Monitoring;
 - Capacity Management;
 - Availability Management;
 - Financial Management and Billing;
 - Incident Management;
 - Problem Management;
 - Change and Release Management; and



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- Configuration, Asset and Inventory Management.

Summary of customer satisfaction surveys undertaken through the year.

For projects and new services:

- Key projects and new services delivered in the year;
- Innovation and solutions presented to the Municipality;
- Project Performance summary.

15.1 Monthly Reports

The Service Provider shall cooperate with the Municipality to produce a monthly service report to be available no later than 10 working days after the first working day of the month.

The monthly report shall be concise and in readable electronic format. The details of the monthly service management report would include:

- RAG (Red, Amber, Green) status of all contract areas;
- Performance against SLAs;
- Major incidents;
- Change Requests;
- Business and service improvement plans;
- Configuration management changes;
- Preventative maintenance report;
- Changes to Assets and inventories;
- IMACs report;
- Networks and Applications availability; and
- Security issues report.
- Website services



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15.2 Project and Development Management

The Service Provider shall provide regular performance monitoring reports (frequency to be agreed) on infrastructure service development and maintenance productivity, timeliness of delivery of projects / releases, software quality, reliability of estimates and reasons for variations between estimates and actuals.

15.2.1 Ad-hoc Reports

On request by the Municipality, the Service Provider shall produce ad-hoc service or financial reports within a timescale of up to two days for any of the contracted Services.

15.2.2 Satisfaction Survey

The Service Provider shall cooperate with the Municipality to conduct Satisfaction Surveys at mutually agreed intervals to measure User satisfaction with the support and delivery of the services at all levels of the organization.

15.3 Access to Infrastructure

The Municipality will provide access to all Production and non-Production environments for all ICT infrastructure within the scope of this RFP. When working from remote sites (off-site support) the Service Provider will ensure that adequate security is in place to safeguard the Municipality infrastructure and data. This will include, amongst others, ensuring that all remote access is via VPN or other secure links.

If, for ease of support and maintenance, the Service Provider needs to replicate locally any infrastructure components, they will ensure that this is done in an isolated and dedicated container logically and physically separated from any in-house equipment. The Service Provider must request and obtain the Municipality's permission beforehand.



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16. SERVICE LEVEL AND PERFORMANCE TARGETS

This section outlines the Municipality's expectations for Service Level Agreements and Performance Targets. In responding to this RFP, you should provide details of how you manage SLAs and Performance Targets in existing managed service engagements and how you would adapt to the expectations of the Municipality.

16.1 Criticality and Priority Matrices

Based on the ITIL framework, the Municipality has defined and uses criticality levels for Incident management and escalation and has defined priority levels for Change Management. The Service Level Agreements that the Municipality will establish with its customers will reflect these matrices and will underpin the SLAs that the Municipality will expect to establish with the Service Provider for ICT Infrastructure.

16.2 Impact

Impact is common to both Incident Management and Change Management. The following table describes the levels of impact that are considered.

Rank	Description
Severe	Impact is Organisational wide or Multiple Operational Units.
Significant	Impact affects Country(s) or Division(s) or Multiple Operational Units
Localised	Single office or less than 20 users.



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16.3 Incident Criticality

The Municipality uses the following matrix to determine the criticality of an incident or service failure. Within the Municipality, the same criticality levels apply to incidents. In the sections that follow, proposed SLAs and performance targets are given.

Incident Criticality		Impact		
		Severe (MoreteleMunicipality- wide)	Significant (Operational Unit)	Localised (User Level)
Urgency	High	C1	C2	C3
	Medium	C2	C3	C4
	Low	C3	C4	C5

16.3.1 Change Priority

All Requests for Change have a Priority assigned that is based on the impact and urgency of the requested change. Impact is as described for Incidents.

16.3.2 Urgency

Rank	Description
Immediate	Organisation disruption and /or degradation of business-critical services. Treat as Emergency change.
High	Severely affecting large numbers of users or some key users. No workaround available.
Medium	No severe impact but rectification cannot be deferred until the next scheduled release/maintenance window or upgrade.



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Low	A change is justified and necessary, but can wait until the next scheduled release/maintenance window or upgrade.
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The following table describes the levels of urgency that are considered:

16.3.3 Priority Matrix

The following diagram shows how the combination of Impact and Urgency are used to assign Priority to a Change Request.

The following table defines the Response Level that is expected for a Request for Change based on its Priority.

RFC Priority		Impact		
		Severe (Moretele Municipality-wide)	Significant (Business Unit)	Localised (User Level)
Urgency	Immediate	Emergency	Emergency	Major
	High	Major	Major	Minor
	Medium	Minor	Minor	Minor
	Low	Standard	Standard	Standard

16.3.4 Response Levels

The following table describes the response levels expected for RFCs based on their relative priority.



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Response Level	Priority	Description
C1	Emergency	Organisation disruption and /or degradation of business- critical services, <i>i.e. Emergency Change</i>
C2	Major	Severely affecting large numbers of users or some key users. No workaround available, <i>i.e. Urgent Change</i>
C3, C4	Minor	No severe impact but rectification cannot be deferred until the next scheduled release/maintenance window or upgrade, <i>i.e. Extended Scheduled Change or Urgent Change</i>
C5	Standard	All non-emergency changes, <i>i.e. Local, Preapproved and Scheduled</i>

It is important to realise that RFCs classified as Priorities of Emergency, Major, or Minor will result in an Emergency CAB as the implementation of the change cannot wait until the next scheduled release/maintenance window.

16.4 Objectives of Service Level Agreement

The objectives of these Service Level Agreements are to:

- Create an environment that is conducive to a co-operative relationship between the Service Provider and the Municipality and to ensure the effective support of our end-users.
- Document the responsibilities of both parties.
- Ensure that the Municipality receives a high-quality service.
- Define the service level expected of the Service Provider, thereby reducing the risk of misunderstanding.
- Institute a formal system of objective service level monitoring and measurement, thereby ensuring that reviews of the SLAs are based on factual data.



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16.5 Service Level Monitoring

- The success of service level agreements depends fundamentally on the ability to measure performance comprehensively and accurately so that credible and reliable information can be provided to customers and support areas on the services provided.
- Service factors must be meaningful, measurable, and monitored constantly.
- Service level monitoring will be performed by the Service Provider. Report will be produced as and when required and forwarded to the Municipality for review.
- Service level monitoring and reporting is performed on response times as outlined in the following sections.

16.6 Service Level Agreement for Infrastructure Support Activities

The following are considered as the baseline service levels and performance targets for Infrastructure Support and Maintenance activities. All times are assumed to be working hours based on the locations where the service is provided. We would encourage you to propose mechanisms whereby the Municipality could extend the hours of service given to our user community.

16.6.1 Level 2 Response Time (time to intervene for incidents)

Definition: The time from when the Service Provider's Service Desk assigns an incident to the service provider, to the time the service provider responds confirming to the incident originator that the incident has been assigned to an appropriate functional/technical analyst and is being worked on.



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Criticality	Support type	Server Room, Network & LAN	IMAC, Desktop	Messaging
C1	on-site	15mins	15 mins	15 mins
	on-call	15mins	30 mins	15 mins
C2, C3	on-site	60 min	60 mins	60 mins
	on-call	60 min	120 mins	60 mins
C4, C5	on-site	120 mins	120 mins	120 mins
	on-call	next business day	next business day	next business day

16.6.2 Level 2 Restore Target (time to resolve incidents)

Definition: The time from when the Service Desk assigns an incident to the service provider, to the time that the service is resumed, a workaround is agreed, or a Problem remediation plan is agreed.

Criticality	Server Room, Network & LAN	IMAC, Desktop	Messaging
C1	95% within 2 hours; 100% within 8 hours	95% within 2 hours; 100% within 8 hours	95% within 2 hours; 100% within 8 hours
C2, C3	95% within 4 hours; 100% within 12 hours	95% within 4 hours; 100% within 12 hours	95% within 4 hours; 100% within 12 hours
C4, C5	95% within 8 hours; 100% within 16 hours	95% within 8 hours; 100% within 16 hours	95% within 8 hours; 100% within 16 hours

16.6.3 Problem Management, Root Cause Analysis, and Proposed Remediation Plan

Definition: The time taken for root cause analysis to be completed and an appropriate remediation plan to be proposed for the relevant service level and criticality.



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Criticality	Server Room, Network & LAN	IMAC, Desktop	Messaging
C1	95% within 5 days; 100% within 10 days	95% within 5 days; 100% within 10 days	95% within 5 days; 100% within 10 days
C2, C3	95% within 10 days; 100% within 5 days	95% within 10 days; 100% within 5 days	95% within 10 days; 100% within 5 days
C4, C5	95% within 10 days; 100% within 20 days	95% within 10 days; 100% within 20 days	95% within 10 days; 100% within 15 days

16.6.4 Service Request Response Time (time to intervene for service requests)

Definition: The time (in core working hours) from when Service Desk assigns the Service Request to the service provider, to the time the service provider responds confirming to the RFS/RFI originator that the Service Request has been assigned to an appropriate functional/technical analyst and is being worked on.

Criticality	Server Room, Network & LAN	IMAC, Desktop	Messaging
C1	1 hour	4 hours	4 hours
C2, C3	4 hours	8 hours	8 hours
C4, C5	8 hours	16 hours	16 hours



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16.6.5 Information Request Resolution Target

Definition: The time taken for an RFI to be answered with the appropriate information.

Criticality	Server Room, Network & LAN	IMAC, Desktop	Messaging
C1	95% within 2 hours; 100% within 1 day	95% within 4 hours; 100% within 2 days	95% within 16 hours; 100% within 10 days
C2, C3	95% within 4 hours; 100% within 2 days	95% within 8 hours; 100% within 4 days	95% within 16 hours; 100% within 10 days
C4, C5	95% within 8 hours; 100% within 4 days	95% within 16 hours; 100% within 8 days	95% within 16 hours; 100% within 10 days

16.6.6 Service Level Compliance

Service level compliance will be measured and reported monthly and will be calculated as the percentage of items within the agreed target level to the total number of items.

For example:

$$\text{Response \%} = \frac{\text{Number of calls responded to within stipulated response time}}{\text{Total number of calls received in the month}} \times 100$$

On completion of the transition to steady state managed services operation, the compliance levels may be used to manage the performance regime, including penalties for poor service achievement.

16.6.7 Service Level Agreement for Infrastructure Development Activities

The following considered as the baseline service levels and performance targets for Infrastructure Development activities.

16.6.8 Work Request Response Time (time to intervene for change requests)

Definition: The time from when a Work Request is received at the service provider, to the time the service provider responds confirming to the originator that the Work Request has been assigned to the appropriate functional/technical resource and is being analysed.



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Priority	Server Room, Network & LAN	IMAC, Desktop	Messaging
Emergency	1 hour	1 hour	1 hour
Major	4 hours	4 hours	4 hours
Minor	8 hours	8 hours	8 hours
Low	16 hours	16 hours	16 hours

16.6.9 Change Plan Response time

Definition: The time taken for a Work Request to be fully analysed, estimated, and priced and a proposed change plan ready for presentation to the CAB for approval.

Priority	Server Room, Network & LAN	IMAC, Desktop	Messaging
Emergency	95% within 2 hours; 100% within 1 day	95% within 2 hours; 100% within 1 day	95% within 2 hours; 100% within 1 day
Major	95% within 4 hours; 100% within 2 days	95% within 4 hours; 100% within 2 days	95% within 4 hours; 100% within 2 days
Minor	95% within 8 hours; 100% within 4 days	95% within 8 hours; 100% within 4 days	95% within 8 hours; 100% within 4 days
Low	95% within 16 hours; 100% within 8 days	95% within 16 hours; 100% within 8 days	95% within 16 hours; 100% within 8 days



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16.6.10 Service Availability Targets

The Service Provider will be responsible for the overall “up time” of the ICT Infrastructure covered by this RFP. The following target levels are provided as a guidance to the level of service that would be expected.

Criticality	Server Room, Network & LAN	IMAC, Desktop	Messaging
Core Hours	99.95%	n/a	99.95%
Non-core Hours	99.95%	n/a	99.95%

16.7 RFP TECHNICAL RESPONSE

This section outlines how we would like you to structure your technical response to this RFP. Following the outline of this section will allow us to evaluate all submissions on an equal footing and thus determine the most appropriate solution for the Municipality. As will be seen from the Price Component, the Municipality is looking for a fully integrated solution for ICT Infrastructure Managed Services that can be delivered via a phased and modular approach.

Ref	Subject Heading	Sub-heading	Information Required
1	Company Profile	Company overview	Please provide the background to your company, its history, areas of business, etc. Please do not repeat information that has been requested elsewhere.
2		Financial Stability, Supplier Viability	The proposal must outline long-standing history in the marketplace, a viable business model and continuously sound financial results. Bidders should provide the following financial information:



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3		Overall capability Statement	Please provide information on your Infrastructure Managed Services capability in general and how this is integrated into your overall business model.
4		Information Security Policy	To the extent possible without compromising your own security, please provide details of your Company's Information Security Policy and specifically how this relates to the delivery of Infrastructure Managed Services. Please provide a copy of those aspects of your ISP that are relevant to this RFP.
5	Infrastructure Managed Services Capability	Managed Services capability statement	Please give details of the technical and functional capabilities of your infrastructure managed services operation. You should address your ability to cover the specific infrastructure landscape at the Municipality.

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Ref	Subject Headin	Sub-heading	Information Required
6		Tools and Processes	Provide details of the additional tools and processes that you have at your disposal to enhance the provision of infrastructure support, maintenance, and development. In the Technical Proposal, you should indicate if these tools are provided at no additional charge or if the Municipality would be expected to license these tools. In the latter case, please ensure that the relevant cost information is contained in the
7		Solution Testing and Quality	The Municipality is looking to engage a Service Provider who will be able to improve the overall quality of our infrastructure services and maintain high quality solutions over time. To this end, you should provide information on your infrastructure testing and quality assurance Facilities and how these would be integrated into the overall Infrastructure Managed Service.
8		Managed Services Framework	The Municipality believes that the overall Infrastructure Managed Services will be delivered as three distinct components and that this should be reflected in both the technical and price submissions. It is the Municipality's preference to engage a single service provider for all infrastructure managed services. However, we do reserve the right to split this into multiple contracts if we feel there is an overall benefit to the organisation, or where it is significantly cost effective to do so. Please provide as much detail as possible in the Technical Response – without giving any indication of the actual costs (which should be in the Commercial Response).



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9		Infrastructure Support and Maintenance component	Please provide specific details of the operational aspects of your Infrastructure Support and Maintenance capabilities. This could include: Your ability to integrate into our existing ICT Customer Services and Service Hubs, i.e. co-locating staff with the Municipality; Your capacity to provide support and maintenance capacity outside the hours that will be covered by the Municipality staff – to pick up and respond to critical incidents outside normal working hours; • Business process that already have in place where you feel there would be an advantage to the Municipality to adopt; • Technologies covered and how these align with the application landscape of the Municipality. • Your ability to meet and exceed the SLAs suggested in this RFP. You should also include any other details that you think will be important to the Municipality in our evaluation of your offer.
10		IMAC Component	Please provide specific details of how you will deliver this service at the Municipality. How you will endeavour to provide



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Ref	Subject Heading	Sub-heading	Information Required
			The Municipality with as predictable a service and cost model as possible. We are specifically interested in seeing the charging mechanism. • Fixed cost per IMAC service (each service being provided at a pre-agreed cost) • Ticked based (fixed price per ticket, variable number of tickets per service) • Hourly rate (with or without an agreed time allocation per service). • We are also interested in an option that would allow us to purchase in advance a quantity of IMAC units and then use them as and when required. Over time, it may be possible to fix an agreed lower threshold of IMAC units per month – which would also allow you as the Service Provider to predict a minimum staffing level for this service.
		Infrastructure Service Development component	Please provide specific details of the operational aspects of your Infrastructure Service Development capabilities. This could include: • Your capacity to provide development capacity outside the hours that will be covered by the Municipality staff – to pick up and respond to critical Work Orders or RFSs outside normal working hours; • Business process that you already have in place where you feel there would be an advantage to the Municipality to adopt; • Technologies covered and how these align with the infrastructure landscape of the Municipality.



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	Case Studies and Reference Sites	Reference Sites	Provide a minimum of three (3) reference sites that • The Municipality can contact to assist in the evaluation of your performance on existing managed services engagements. • Please ensure that you provide full contact details of each of the reference sites. The Municipality reserves the right to contact these references directly and without your intervention.
13	Managed Services Life Cycle	Service Definition Phase	Provide information on how you intend to finalize the scope of the managed services contract. Please refer to the contract section of this RFP and ensure that
14		Service Transition Phase	Provide details and information about how you would propose to transition the existing outsourced services to your responsibility under the managed services contract. This should clearly indicate the expected timelines and dependencies in meeting those timelines. A high-level project plan should be included showing the

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Ref	Subject Heading	Sub-heading	Information Required
15		Service Delivery and Management Phase	Provide details on how you will manage the day-to-day (steady state) operation and delivery of the Managed Service once the transition phase is complete. You should indicate the level of staffing you would expect to have and indicate what proportion of the staff would be on premise and off-site (your premises).
16		Service Performance, Measurement, and Monitoring	Provide details on how you will measure the performance of the managed service and what monitoring mechanisms must be in place to ensure that this is done.
17		Service Improvement	Provide details on how you would implement service improvements over time and how these improvements could benefit the Municipality. Any service improvements that would affect the terms of deliverables of the managed service contract could require modifications to the contract itself and how this would be done should be addressed in your contractual response.
18		Service Termination	Explain how you would transfer the Infrastructure Services to another managed services partner if the Municipality decided not to renew the contract with your company at the end of the agreed term - or for any other reason prior to the normal end of contract term. What would be the minimum (practical rather than legal) time required to successfully transition all managed services you have envisaged to an alternative provider? Please provide a high-level transition-out plan that would indicate the timelines and significant milestones to wind down this service and transition to another company.

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19	Managed Services Governance	Escalation process	Provide details of the escalation processes that should be followed to deal with: - Operational aspects of the services provided under this contract; - Strategic and tactical aspects that will need to be addressed by senior management on both sides
20		Single Point of Contact	Provide details of who you would propose to be the single point of contact for all operational aspects of this contract before any escalation occurs. Would you propose one person to be the SPOC for all aspects of the infrastructure services or split this by area.

16.7.1.1 RFP CONTRACTUAL RESPONSE

The Municipality believes that final contract negotiation will be an important activity before initiating the transition to Infrastructure Managed Services. To avoid a protracted legal negotiation phase (following the technical and commercial evaluations), the Municipality would like to identify any legal impediments to awarding a contract as early as possible in the evaluation process.

This section outlines how we would like you to structure your contractual response to this RFP.

17.8 General Terms and Conditions for the Provision of Services

17.8.1 The successful Tenderer shall only be entitled to render services and/or provide goods to the Municipality once a separate written contract which will be aligned to "GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT". (Please visit

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<http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/default.aspx>) or further information issued in 2010 in this respect), has been signed by both the Tenderer and the Municipality, whereupon the Request for Proposal and tender response will cease to have force and effect. Acceptance of, and compliance with, these Terms & Conditions is considered a prerequisite for establishing any contract with the Municipality.

- 17.8.2 As a rule, the Municipality does not accept any changes or amendments to the Municipality General Terms and Conditions for the Provision of Services, but also recognizes that the nature of an ICT Managed Services Agreement may require the inclusion of certain clauses not found in the standard document.
- 17.8.3 If there are any articles in the Municipality General Terms and Conditions for the Provision of Services that you feel you will be unable to accept in their current form, please identify them stating your reasons and providing an alternative wording that you feel would be acceptable to the Municipality. The Municipality, will review these comments and determine if they are, indeed, acceptable to the organization. In doing so we would hope to avoid a protracted negotiation late in the contract award process only to find that we are unable to come to agreement and that we must look elsewhere for a managed service provider.
- 17.8.4 Review of the legal component of the RFP response will be carried out in parallel to the technical evaluation.



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17.8.5 The successful tenderer will assume sole responsibility, regardless of any third party or subcontracting agreements it may enter.

18. Standard the Municipality Contract for Services

We have provided a copy of the standard the Municipality contract for the provision of Services on a long-term basis. the Municipality will expect this contract document to be used

18.1 Payment Mechanism

The Municipality will be looking for commercial arrangements that result in an understandable and predictable cost to the organization. The pricing schedule must be:

18.2 Simple to explain;

- Simple to operate – allowing for automated measurement and validation processes;
- Amenable to changes in scope and requirements;
- Able to cover “options” or variations in scope that could be proposed;
- Linked directly to cost drivers;
- Designed to be sensitive to both the Municipality and the Service Provider;
- Ensure long-term value for money.



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18.3 Your pricing model must clearly support the three-specific on-going activities:

- Regular on-going support and maintenance – to be charged at an agreed monthly rate.
- IMAC – to be charged on a predefined rate card or ticketing mechanism.
- Ad-hoc, work order or project-based tasks – to be charged based on the scope and deliverables of each work package.

18.4 As this will be a long-term arrangement and the Municipality does not wish to renegotiate the price component each year, you should outline how you will ensure on-going value for money to the Municipality over the duration of the contract You should outline how you would factor into the pricing model such things as:

- Exchange rate fluctuations (if your price proposal is not in South African Rands);
- Variations in consumer price indices and inflation/deflation;
- Efficiency gains as the Service Provider becomes more familiar with the applications.



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18.5 Performance Regime

- 18.5.1 Please outline you will link payment for services provided against satisfactory performance of those services. In particular, the Municipality is interested in mechanisms which award “service credits” to the Municipality in the event of poor performance and which could, ultimately, be linked to contract termination for poor performance.
- 18.5.2 For regular on-going support and maintenance, the Municipality may be paying based on a fixed monthly fee. In such a case, we would expect poor performance to be linked with a reduction in monthly fee or a credit towards the following month.
- 18.5.3 While the Municipality is not looking to unduly penalise the Service Provider, we are looking at ways to promote good performance while having some level of potential risk to the supplier in the event of on-going poor performance. We will be looking to the Service Provider to propose a manageable and meaningful set of Key Performance Indicators (KPIs) that can be used to measure performance on an on- going basis.

18.6 Change Management

- 18.6.1 It is inevitable that some level of change will occur in the Contract for Managed Services over the duration of the contract. Please outline the Change Control procedures you would expect to follow to implement a change in the Service Contract itself.

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18.6.2 The Municipality would be keen to up-front as likely changes as possible. This may include:

18.6.3 How increases or decreases in overall scope would be reflected in

the corresponding charges;

18.6.4 Clarification of clauses or rate tables that were not clearly understood by one party at the time of contract signature;

18.6.5 Streamlining of working procedures that are embedded in the contract.

18.7 Governance and Reporting

18.7.1 Your proposal should clearly outline the governance procedure that will be used to manage the relationship between the Municipality and the Service Provider at various levels:

- **Operational:** how day-to-day relationships will be managed between the Municipality staff and the staff of the Service Provider;
- **Tactical:** how shared responsibility on project and work order delivery will be managed;
- **Strategic:** Formal governance at the level of the Municipality CIO and their counterpart within the Service Provider's organisation.

18.7.2 Reporting requirements are outlined elsewhere in this RFP (see Section 11) but should also be formally defined in the Contract for



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Managed Services. At a minimum, we would expect the contract to specify:

- The frequency of submission of regular reports on performance against contracted service levels, targets, KPIs etc.;
- The frequency of meetings to review of the supplier's performance and who should attend such meetings;
- The contract should also identify the key representatives of both parties (by function) and to provide full contact details as an annex that can be updated as needed.

18.8 Exit Provisions

18.8.1 Your submission must clearly specify the exit provisions if the contract is not extended beyond the initial period, or in which it is terminated prior to the originally agreed end date.

18.8.2 Your submission should also address how the cessation of an infrastructure or service originally within the agreed scope is handled (e.g. equipment becoming obsolete; the Municipality deciding to manage the application independently of the main contract).

18.8.3 On termination of the managed service contract it must be clear that:

- All data and code provided to the partner will be returned to the Municipality;
- Any assets (software, hardware) provided to the partner will be returned to the Municipality; the outgoing partner will assist the Municipality to transition to a new partner providing knowledge transfer and other services to ensure a no impact transition.



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18.8.4 The Municipality would expect to draw up an “exit plan” early in the engagement that clearly identifies the obligations of each party and the time required to execute that plan.

18.9 Staff Management

18.9.1 The Service Provider is responsible for the staff resources it allocates to the Municipality.

18.9.2 The Managed Service Provider must ensure that all staff providing critical functions have a pre-assigned backup who can intervene should the primary resource be absent for any reason.

18.9.3 All changes of staff resources (on-site or off-shore) from the Service Provider must be notified to the Municipality in advance and with sufficient time to transition to the replacement without any impact on on-going service delivery. Any costs in this knowledge transfer will be borne by the Service Provider.

18.9.4 Frequent changes to staff resources are to be avoided and may be considered as a factor in poor performance.

18.9.5 The Service Delivery Manager should maintain a register of all staff assigned to the Municipality. This will include names, user ids, locations, access privileges, etc. The Service Provider must ensure that system admin passwords are changed following a change in staff resources.



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18.10 Sub-contracting (What about EME/ QSE's)

18.10.1 The General Terms and Conditions for the Provision of Services” include provision on the use of sub-contractors by the primary contract holder. We would expect those conditions to be adhered to in the execution of this contract.

18.10.2 Specifically, the Service Provider must ensure that all sub-contractors:

18.10.3 Agree to be subject to the same terms and conditions as any employee of the Service Provider.

18.10.4 Will sign and adhere to the Municipality Code of Conduct and Non-Disclosure Agreement.

18.10.5 Sub-contractors can only be used after agreement by the Municipality.

18.10.6 You should clearly specify your desire to outsource some activities of the Managed Service Contract to a sub-contractor, providing justification and benefits to the Municipality for this.

18.11 Code of Conduct

18.11.1 Signature of and adherence to the Municipality Code of Conduct is an obligation of all the Municipality employees, contractors, volunteers, and another affiliated workforce.

18.11.2 This same obligation will be required of the employees of the Service Provider.

18.11.3 Non-Disclosure Agreements



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18.11.4 By the nature of the work expected under this Managed Service Contract, your staff is likely, as part of their normal day-to-day work, to be exposed to sensitive data. All contractor staff working on this contract (whether on-site or off- site) will be expected to sign a nondisclosure agreement for data protection purposes.

19. RFP PRICE QUOTATION

This section outlines how we would like you to structure your commercial response to this RFP. As explained in the covering letter for this RFP, it is essential that your commercial response be provided separately. The technical response must not contain any commercial information and to do so will be grounds for disqualifying your submission.

19.1 Modular price structure

To allow for a phased and possibly modular introduction and implementation of ICT Infrastructure Managed Services to all locations, you should provide a price breakdown by component and location. A matrix has been provided as a guide and your compliance with this matrix will greatly facilitate the comparison of all offers received.



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19.2 Transition Phase

The Municipality recognizes that a transition phase is required at the beginning of the contract and that additional costs may be incurred during this ramp-up period. However, for ease of comparison, any transition costs must be included as part of the overall costs of the first year of operation.

19.3 Infrastructure Support and Maintenance component

Based on the information contained in this RFP, you should submit a comprehensive price quotation for the provision of an Infrastructure Support and Maintenance Managed Service. Your price quotation should be as detailed as possible to allow the Municipality to make a fair evaluation and comparison with other submissions.

If your offer contains price variations these should be clearly indicated – the minimum level required to meet our expectations. Optional items must be priced separately so that they can be isolated for price comparison purposes.

The Municipality is expecting to see a fixed and variable component for this service whereby the basic and on-going service level can be determined in advance while surges in support or maintenance activities may require the Service Provider to match this demand with additional capacity.



BID NO: MLM/HR/ICT/24-27

APPOINTMENT OF SERVICE PROVIDER FOR PROVISION OF MAINTENANCE, SUPPORT SERVICES AND AS AND WHEN REQUIRED FOR INFORMATION, COMMUNICATION AND TECHNOLOGY (ICT) FOR A PERIOD OF 36 MONTHS

19.4 IMAC component

Based on the information contained in this RFP, you should submit a comprehensive price quotation for the provision of Infrastructure IMAC Services. We would expect your offer to include different categories of IMAC services, each with a fixed unit price per call off.

If you prefer you may also include this component as a fixed price offer irrespective of volume, in which case it will become part of the overall Infrastructure Managed Service (above).

Your price quotation should be as detailed as possible to allow the Municipality to make a fair evaluation and comparison with other submissions.

19.5 Infrastructure Development component

Based on the information contained in this RFP, you should submit a comprehensive price quotation for the provision of an Infrastructure Service Development Managed Service.

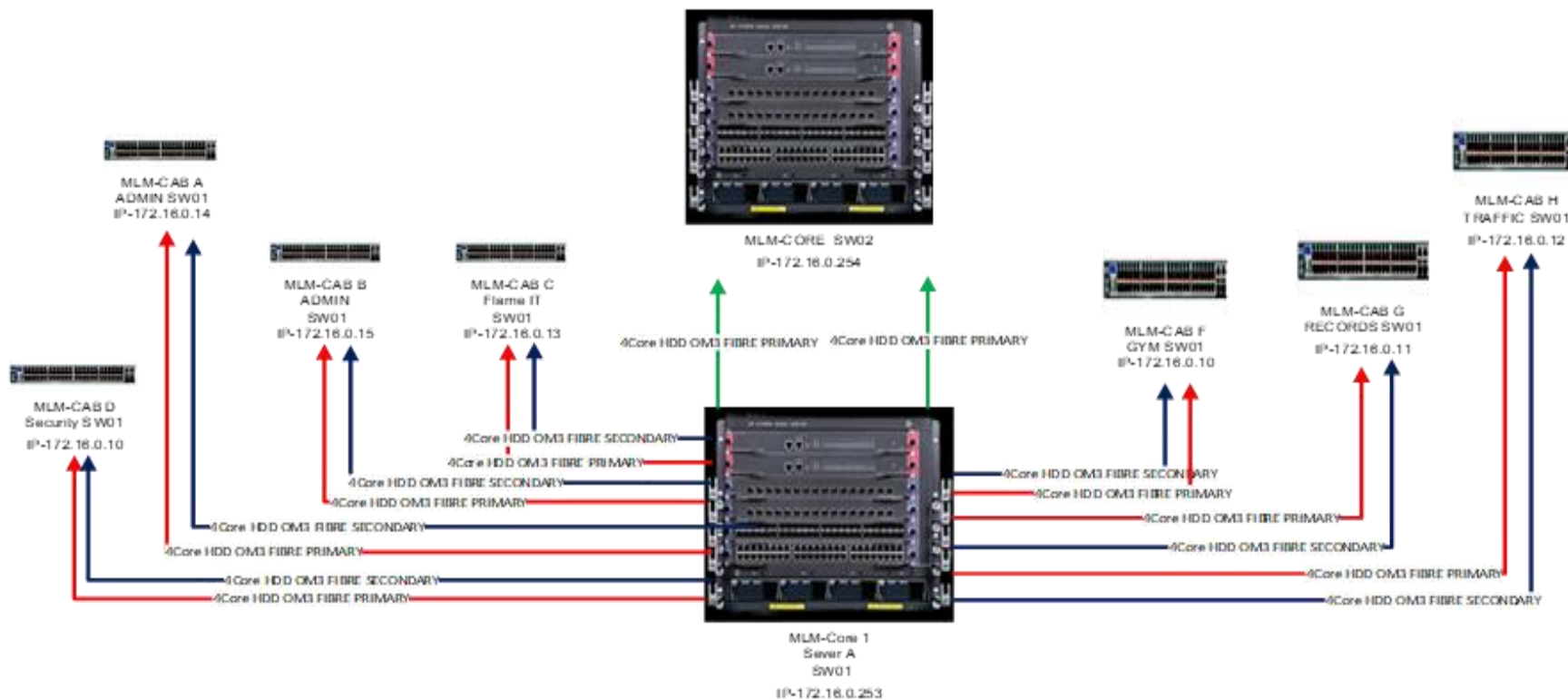
Your price quotation should be as detailed as possible to allow the Municipality to make a fair evaluation and comparison with other submissions. Service Development is demand driven but often constrained by budget and occasionally by the availability of technical or functional resources. We believe we can resolve the issue of resources by moving to a managed service delivery model. To be able to plan budget requirements on a reasonable basis, we would be looking to a Service Provider that operates off a consistent rate card and delivery schedule.



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Network Diagram is attached to this document as Annexure “A” - MLM Network Diagram





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3.3.4 DURATION

The service provider will be appointed for a period of 36 months.

FORM O: PRICING SCHEDULE

3.2 PRICING SCHEDULE

Total amount indicated above includes all cost that the bidder will bear in line with the scope of work outlined as per relevant regulation. Tender prices shall remain firm for the duration of the contract until the end of the contract.

SERVICES PRICING SCHEDULE

Pricing Requirements					
Ref	Task Description		Year 1	Year 2	Year 3
1.	INFRASTRUCTURE AND SERVICES				
	1.1.	Datacenter Infrastructure management			
	1.2	Network Services			
	1.3	IMAC Services (Fixed charge)			
	1.4	Server Management			

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	1.5	Client Computing Provision,			
	1.6	Corporate Messaging Collaboration			
	1.7	Service Desk and Remote Management			
	1.8	Data Backup			
	1.9	Information Security			
	1.10	Website services			
SUB-TOTAL 1 (Monthly Services) Inclusive of all applicable overheads and taxes					

SOFTWARE & LICENSE PRICING SCHEDULE

Pricing Requirements					
Ref	Task Description		Year 1	Year 2	Year 3
	LICENCING SOFTWARE				
	1.1.	ICT Service Desk			
	1.2	Archive and Mail filter			

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1.	1.3	AD Audit Plus			
	1.4	Adobe/Acrobat Reader plus editor			
	1.5	Black-Fog			
	1.6	Back-up			
	1.7	Environmental monitoring Software			
	1.8	Network Monitoring tool			
SUB-TOTAL 1 (Annual Services) Inclusive of all applicable overheads and taxes					

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HARDWARE PRICING SCHEDULE

SERVER ROOM TEMPERATURE CONDITIONER (DOWN BLOWERS)

QUANTITY	As and when required	PRICE EX VAT	PRICE INCL VAT	TOTAL AMOUNT
COMPONENT	DESCRIPTION			
Cooling system	InRow RD, 600mm Air Cooled, 200-240V, 50/60Hz, with humidifier Main Input Voltage 200...240 V 3 phase Rack Unit 42U. Integrated network management Humidification: Value 6.6 lb/hr (2.99 kg/hr) Compressor Type: Scroll			

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	Air Discharge Patterns: Horizontal Intake Air: Rear Return Air Flow: 4000 ft ³ /min (1887.79 l/s) Inrush Current: 30 A Condensate Pump Capacity: 32 Gal/hr(US) (0.12 m ³ /h) Tube Material: Copper Color: Black			
Total Cost				

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APPOINTMENT OF SERVICE PROVIDER FOR PROVISION OF MAINTENANCE, SUPPORT SERVICES AND AS AND WHEN REQUIRED FOR INFORMATION, COMMUNICATION AND TECHNOLOGY (ICT) FOR A PERIOD OF 36 MONTHS

UNINTERRUPTED POWER SUPPLY (UPS)

QUANTITY	As and when required	PRICE EX VAT	PRICE INCL VAT	TOTAL AMOUNT
COMPONENT	DESCRIPTION			
Uninterrupted power supply (UPS)	Online conversion UPS Rack Mount - 60 KVA Three phases The battery running time up to 4 hours.			
Total Cost				

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APPOINTMENT OF SERVICE PROVIDER FOR PROVISION OF MAINTENANCE, SUPPORT SERVICES AND AS AND WHEN REQUIRED FOR INFORMATION, COMMUNICATION AND TECHNOLOGY (ICT) FOR A PERIOD OF 36 MONTHS

NETWORK ACCESS SWITCHES PRICING SCHEDULE

NETWORK SWITCHES WITH BELOW CONFIGURATION OR SIMILAR				
QUANTITY	As and when required	PRICE EX VAT	VAT	TOTAL AMOUNT
COMPONENTS	DESCRIPTION			
PORTS	(48) RJ-45 autosensing 10/100/1000 ports (4) SFP+ 1/10GbE ports PHY-less			
MEMORY	Dual Core ARM Cortex A9 @ 1016 MHz 1 GB DDR3 SDRAM Packet buffer size: 12.38 MB 4.5MB Ingress/7.875MB Egress 4 GB eMMC			

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latency	1000 Mb Latency: < 3.8 μ s 10 Gbps Latency: < 1.6 μ s			
Throughput	up to 112 Mpps			
Switching capacity	176 Gbps			
Management features	AirWave Central Network Management IMC - Intelligent Management Center Command-line interface Web browser Configuration menu SNMP manager Telnet RMON1 FTP Out-of-band management (serial RS-232C or micro-USB)			
	Total Cost			

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APPOINTMENT OF SERVICE PROVIDER FOR PROVISION OF MAINTENANCE, SUPPORT SERVICES AND AS AND WHEN REQUIRED FOR INFORMATION, COMMUNICATION AND TECHNOLOGY (ICT) FOR A PERIOD OF 36 MONTHS

WIRELESS ACCESS POINT PRICING SCHEDULE

WIRELESS ACCESS POINT				
QUANTITY	As and when required	PRICE EX VAT	VAT	TOTAL AMOUNT INCLUDING VAT
COMPONENT	DESCRIPTION			
AP Type	Indoor, dual radio, 5 GHz 802.11ax 4x4 MIMO and 2.4 GHz 802.11ax 2x2 MIMO			
Software-Configurable dual radio	5GHz and 2.4 GHz			
Support for client devices per radio	Support for up to 256 associated client devices per radio, and up to 16 BSSIDs per radio			

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Supported frequency bands	• 802.11b: Direct-sequence spread-spectrum (DSSS) • 802.11a/g/n/ac: Orthogonal frequency-division multiplexing (OFDM) • 802.11ax: Orthogonal Frequency-Division Multiple Access (OFDMA) with up to 16 resource units (For an 80 MHz channel).			
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Additional interfaces	• E0: HPE SmartRate port (RJ-45, maximum negotiated speed 2.5 Gb/s) • Auto-sensing link speed (100/1000/2500BASE-T) and MDI/MDX • 2.5 Gb/s Speed complies with NBase-T and 802.3bz specifications • POE-PD: 48 V dc (Nominal) 802.3af/802.3at POE • E1: 10/100/1000BASE-T Ethernet network interface (RJ-45) • Auto-Sensing link speed and MDI/MDX • Link Aggregation Control Protocol (LACP) support between both network ports for redundancy and increased capacity • DC Power interface: 12 V dc (Nominal, +/- 5%), accepts 2.1/5.5 mm center-positive circular plug with 9.5 mm length • USB 2.0 Host interface (Type A connector) • Capable of sourcing up to 1 A / 5 W to an attached device • Bluetooth Low Energy (BLE 5.0) and Zigbee (802.15.4) radioBLE: Up to 8 dBm transmit power (Class 1) and -95 dBm receive sensitivity			
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Additional Wi-Fi features	▪ Zigbee: Up to 8 dBm transmit power and -97 dBm receive sensitivity ▪ Integrated vertically polarized omni directional antenna with roughly 30 degrees down tilt and peak gain of 3.5 dBi (AP-515) or 4.9 dBi (AP-514) • Visual indicators (Two multi-color LEDs): for System and Radio status • Reset button: factory reset, LED mode control (Normal/Off) • Serial console interface (Proprietary, micro-B USB physical jack) • Kensington security slot • Transmit power: Configurable in increments of 0.5 dBm • Maximum (Aggregate, conducted total) transmit power (Limited by local regulatory requirements): ▪ 2.4 GHz band: +21 dBm (18 dBm per chain) ▪ 5 GHz band: +24 dBm (18 dBm per chain) • Advanced Cellular Coexistence (ACC)			
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36 MONTHS**

Total Cost			
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APPOINTMENT OF SERVICE PROVIDER FOR PROVISION OF MAINTENANCE, SUPPORT SERVICES AND AS AND WHEN REQUIRED FOR INFORMATION, COMMUNICATION AND TECHNOLOGY (ICT) FOR A PERIOD OF 36 MONTHS

LAPTOP PRICING SCHEDULE

General	
Platform Technology	Intel Core 64
Windows 10 Ready Certification	
OS Provided and Installed	Windows 11 Enterprise
Open Source	Capable to operate with opens source operating system
Processor	
Processor Family	10th Generation Intel® Core™ i7 processor (i7-8650U, i7-8550U models
Processor	Intel® Core™ i7-8650U with Intel® UHD graphics 620 (1.9 GHz base frequency, up to 3.9 GHz with Intel® Turbo Boost Technology, 8 MB cache, 4 cores)3,4,5
Chipset Type	Chipset is integrated with processor
Maximum Memory	32 GB DDR4-2400 SDRAM
Memory Slot	• 2 SODIMM • Supports Dual Channel Memory • Both slots are customer accessible / upgradeable

Storage	
Primary Storage	1 TB 7200 rpm
Card Reader	
Supported Flash Memory Cards	SD Memory Card, Memory Stick, Memory Stick PRO, MultiMediaCard, xD-Picture Card, SDHC Memory Card, xD-Picture Card Type H
Display	
Non-Touch HD	39.6 cm (15.6") diagonal HD SVA eDP anti-glare LED-backlit, 220 cd/m², 45% sRGB (1366 x 768
Video	
Integrated	• Intel® UHD graphics 62 • Intel® HD graphics 620

Audio	
Audio	• 2 Integrated stereo speakers • Integrated dual array microphone
Input Device(s)	
Keyboard	• Click Pad, Spill-resistant with drain • Dual Point, Spill-resistant with drain, DuraKeys &
Click pad	• On/off control by driver • 3 Finger Flick • Momentum Motion • 2 Finger Rotate • 4 finger tap – Action Center
Security	
TPM	• Model: TPM SLB9670 VQ2.0 FW7.63RS3 913310-00 • Version: TPM 2.0 • Revision: 1.16
Smartcard Reader	• Model number: Alcor AU956 • FIPS 201 Compliant: Yes
Networking	
WLAN	• Intel® Dual Band Wireless-AC 3168 802.11a/b/g/n/ac (1x1) Wi-Fi® and Bluetooth® 4.2 Combo, non-vPro™12 • Realtek RTL8822BE 802.11ac 2x2 Wi-Fi® and Bluetooth® 4.2 Combo Adapter12

WWAN	LTE CAT4: Huawei HP It4132, LTE/HSPA+ w/GPS M.2
Ethernet	Intel® Ethernet Connection I219-LM 10/100/1000 (vPro™)15
WPAN Bluetooth	BT 4.2 supported via all supported WLAN modules12
Power	
Power Device	Smart 45 W right angle 4.5 mm AC Adapter36
Voltage Required	AC 120/230 V (50/60 Hz)
Battery	
Technology	Long Life 3-cell, 48 Wh Li-ion37
Run Time (Up to)	Up to 13 hours with Intel® 7th Gen CPU (with SSD)38
OS Preinstalled	Windows 10 Ent 64
PORTS/SLOTS	• 1 USB 3.1 Type-C™ (charging) • 1 USB 3.1 Gen 1 (charging) • 1 HDMI 1.44 • 1 RJ-45 • 1 VGA or Serial Port • 1 headphone/microphone combo • 1 AC power • 1 USB 3.1 Gen • 1 docking connector • 1 microSD (multi-format digital media reader)
Total Cost including Vat:	

4.4.1 The Evaluation Criteria for Functionality and Quality are as follows:

Only tenderers who score a minimum score of 70 (Seventy) points in respect of the following functionality criteria will proceed to the price preference goals

Description of Quality Criteria	Maximum Number of Tender Evaluation points
1.1 Company Experience	25
1.2 Methodology	25
1.3 Financial Reference	5
1.4 Key personnel	25
1.5 Accreditation	20

The 80/20 principle will apply in terms of the Preferential Procurement Policy Framework Act 5 of 2000.

80 Points will be allocated to price and 20 Points will be allocated to the BBBEE contribution level

The minimum score required for functionality is 70% and a bidder who scores below this minimum shall be disqualified and shall not be considered for further evaluation in terms of the 80/20 preference point system.

THE FINANCIAL OFFER WILL BE SCORED USING THE

6.7. Scoring for 80/20 preferential points are as follows:

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

Where-

Ps = Points scored for price of tender under consideration.

Pt = Price of tender under consideration; and

Pmax = Price of highest acceptable tender.

- 6.7.1. A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.
- 6.7.2. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal place.
- 6.7.3. Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.
- 6.7.4. 80/20 preference points system for tenders for income-generating contracts with Rand value equal to or below R50 million.

The following formula must be used to calculate the points for price in respect of an invitation for tender for income-generating contracts, with a Rand value equal to or below R50 million, inclusive of all applicable taxes.

6.8. SPECIFIC GOALS FOR 80/20

Regulation 3 of PPR 2022 state: An organ of state must, in the tender documents, stipulate—

- (a) the applicable preference point system as envisaged in regulations 4, 5, 6 or 7.



(b) the specific goal in the invitation to submit the award for which a point may be awarded, and the number of points that will be awarded to each goal, and proof of the claim for such goal.

The specific goals based on the IDP for Moretele local municipality are as per following:

6.8.1. The points granted as per the specific goals should not exceed 10 points for each Bidders.

6.8.2. The bidder should submit the attached verification document to be granted points.

Specific goals.	Points	Verification criteria/submission	Scoring
BBBEE	5 points	Submission of BBBEE Verification certificate	
Women	5 points	Certified ID copy and CK registration	
Youth	5 points	Certified ID copy (under 35 years)	
Locality	5 Points	Municipal account/ Lease agreement/ affidavit – must be in the name of the Enterprise. NB: Municipal account must not be older than 3 months	



EVALUATION CRITERIA (FUNCTIONALITY)

Criteria		Marks	Total Score
Company Experience Capacity and ability to execute and deliver on the scope of this contract. The bidder is required to provide a motivation of their company's suitability with respect to its capacity/ability to execute and deliver on the project, based on the bidder's record of accomplishment, of smaller or bigger ICT projects done for either Private or Public Enterprise. Statements made in the motivation must be verifiable and referral letter attached. Number of appointment letters • 1-3 Appointment letters and reference letters. • 4-5 Appointment letters and reference letters. • 6+ Appointment letters and reference letters.		10 15 25	25
Methodology For each of the services, the following information/ documentation must be submitted: • An Executive Summary that includes a demonstration of the capability of the Service provider to provide the specific Fully Managed Service. • A detailed description of the overall approach and strategy as well as the technical approach and the management approach and the rationale behind these. The	Email and Collaboration Services: Demonstrates capacity to perform onsite Fully Managed Services for Email and	05	

detailed description should demonstrate a clear understanding of the requirements and include a description on how the service will be delivered including • A project plan (i.e., implementation plan, methodology and risk mitigation strategy) for the take-over of the service at the start of the contract from the current service provider. The project plan should ensure minimal impact for the end-users and beneficiaries. • A description on how the operation of the services are organized and the quality and availability of the services are guaranteed during the life of the contract, and • A project plan on the handover at the end of the contract. • The qualification level and experience of the personnel providing the service as well as an organizational chart. • The description on how the interaction with the Municipality will be organized	Collaboration services		25
	Service Desk Services: Demonstrates capacity to perform Fully Managed Services for Service Desk and Remote Management services	05	
	Server Room Services: Demonstrates capacity to perform Fully Managed Services for Server Room and Facility Services	10	
	LAN and WAN services: Demonstrates capacity to perform onsite Fully	05	

	Managed Services for LAN, WAN, Wireless and connectivity services.		
FINANCIAL REFERENCES			05
Tenderer submitted banking details, proof attached & bank rating of:			
Bank rating of “A” “B” “C”		05	
Bank rating of “D” & “E”		03	
Bank rating of “F” & below		02	
KEY PERSONNEL Project Team and Organizational capabilities (Attach qualifications and CVs)			25
Project Team and Organizational capabilities. WAN, LAN, MICROSOFT and NETWORK SECURITY experience including qualifications of staff allocated to the project. o 1– 3 years ‘experience = 5 points o 4 - 5 years ‘experience = 10 points o 5+ years ‘experience = 15 points		10	

● ICT Service Delivery Manager: B-Degree or National Diploma in ICT - o 1– 2 years ‘experience = 0 points - o 3 - 4 years ‘experience = 5 points - o 5+ years ‘experience = 10 points ● ICT Technician x 2 National Diploma or Equivalent Qualifications - o 1– 3years ‘experience = 3 points - o 4+ years ‘experience = 5 points	10	
	05	
ACCREDITATION CERTIFICATES OEM Hardware (Original Equipment Manufacture confirmation/letter of all listed equipment’s) Letters 6 + = 10 Letters 3-5 = 7 Letters 1- 2= 4 Software - Partnership certificates/ distributor reference letter Letters 6 + = 10 Letters 3-5 = 7 Letters 1- 2= 4	10	20
	10	
		100



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APPOINTMENT OF SERVICE PROVIDER FOR PROVISION OF MAINTENANCE, SUPPORT SERVICES AND AS AND WHEN REQUIRED FOR INFORMATION, COMMUNICATION AND TECHNOLOGY (ICT) FOR A PERIOD OF 36 MONTHS

1. CONTACT PERSON

Technical Enquiries : Mr Joseph Mophuthing 012 716 1315

Supply Chain Management Enquiries: Mrs. M Phenya 012 716 1414

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**APPOINTMENT OF SERVICE PROVIDER FOR PROVISION OF MAINTENANCE,
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THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

MORETELE LOCAL MUNICIPALITY



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**APPOINTMENT OF SERVICE PROVIDER FOR PROVISION OF MAINTENANCE,
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THE NATIONAL TREASURY: Republic of South Africa

TABLE OF CLAUSES

1. Definitions
 2. Application
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 4. Standards
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 6. Patent Rights
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 12. Transportation
 13. Incidental Services
 14. Spare parts
 15. Warranty
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 17. Prices
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 19. Assignment
 20. Subcontracts
 21. Delays in the supplier's performance
 22. Penalties
 23. Termination for default
 24. Anti-dumping and countervailing duties and rights
 25. Force Majeure
 26. Termination for insolvency
 27. Settlement of Disputes
 28. Limitation of Liability
 29. Governing language
 30. Applicable law
 31. Notices
 32. Taxes and duties
 33. Transfer of contracts
 34. Amendments of contracts
 35. Prohibition of restrictive practices
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GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

1. Definitions 1. The following terms must be interpreted as indicated:

- 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 “Day” means calendar day.
- 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

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- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as

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transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

- 1.17 “Local content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 “Tort” means in breach of contract.
- 1.27 “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.

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- 1.28 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser must not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

- 5.1 The supplier must 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 must be made in confidence and must

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extend only so far as may be necessary for purposes of such performance.

5.2 The supplier must not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 must remain the property of the purchaser and must be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier must permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

6.1 The supplier must 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.

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.

THE NATIONAL TREASURY: Republic of South Africa

7. Performance 7.1 Security

Within thirty (30) days of receipt of the notification of contract award, the successful bidder must furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security must be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security must be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and must be in one of the following forms:

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- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.
- 8. Inspections, tests and analyses**
 - 8.1 All pre-bidding testing will be for the account of the bidder.
 - 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises must be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
 - 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 must be carried out, the purchaser must itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
 - 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses must be defrayed by the purchaser.
 - 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 must be defrayed by the supplier.

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- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract 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 must be held at the cost and risk of the supplier who must, 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 must 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.
- 8.8 The provisions of clauses 8.4 to 8.7 must 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.

9. Packing

- 9.1 The supplier must 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 must 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 weights must take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages must comply strictly with such special requirements as must be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and Documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, must be made by the supplier in

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accordance with the terms specified in the contract.

11. Insurance 11.1 The goods supplied under the contract must 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.

12. Transportation 12.1 Should a price other than an all-inclusive delivered price be required, this must be specified.

13. Incidental Services 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service must not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, must be agreed upon in advance by the parties and must not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts 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:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election must not relieve the supplier of any warranty obligations under the contract; and;

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- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract must have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
 - 15.2 This warranty must remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
 - 15.3 The purchaser must promptly notify the supplier in writing of any claims arising under this warranty.
 - 15.4 Upon receipt of such notice, the supplier must, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
 - 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, 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

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under the contract.

16. Payment

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

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract must 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.

18. Variation Orders

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.

19. Assignment

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

20. Subcontracts

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

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21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services must be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier must 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 must 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 must be ratified by the parties by amendment of contract.
- 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 goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations must 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 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser must, without cancelling the contract, be entitled to purchase goods 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.

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

23. Termination for default 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier must be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier must continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a

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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.

- 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.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

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24. Antidumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference must on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier must not be liable for forfeiture of its performance

security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier must promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier must continue to perform its obligations under the contract as far as is reasonably practical, and must seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

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27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties must make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties must continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser must pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier must 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 must not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, must not exceed the total contract price, provided that this limitation must not apply to the cost of repairing or replacing defective

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equipment.

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|-----------------------------------|------|---|
| 29. Governing Language | 29.1 | The contract must be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties must also be written in English. |
| 30. Applicable Law | 30.1 | The contract must be interpreted in accordance with South African laws, unless otherwise specified. |
| 31. Notices | 31.1 | Every written acceptance of a bid must be posted to the supplier concerned by registered or certified mail and any other notice to him must 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 must be deemed to be proper service of such notice |
| | 31.2 | The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, must be reckoned from the date of posting of such notice. |
| 32. Taxes and Duties | 32.1 | A foreign supplier must be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. |
| | 32.2 | A local supplier must be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. |
| | 32.3 | No contract must 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. |
| | 32.4 | No contract must be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears. |
| 33. Transfer of Contracts | 33.1 | The contractor must not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser |
| 34. Amendment of contracts | 34.1 | No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof must be valid and of any force unless such agreement to amend or vary is entered into |

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in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary must be in writing, must also be in writing.

35. Prohibition of Restrictive practices

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 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.
- 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.
- 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 contractors(s) concerned

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SUPPLY CHAIN MANAGEMENT

Enquiries: Mrs. M Phenya
Tel: (012) 716 1414
E-mail: modiegi.phenya@moretele.gov.za

All Service Providers (SP's) and potential bidders

Dear Sir/Madam

Incomplete documentation in terms of bidding processes.

With reference to the judgment of the Supreme Court of Appeal case number 937/2012 Dr JS Moroka Municipality vs. Bertram (PTY) Limited 2013 JDR 2728 SCA the following:

“In our view the judgment supports the proposition that a Municipality determines the requirements for a valid tender and a failure to comply with the prescribed conditions of tender will result in such tender being disqualified as it would not be an 'acceptable tender' as defined in the Preferential Procurement Policy Framework Act 5 of 2000 unless the prescribed conditions are immaterial, unreasonable, or unconstitutional.

Therefore, provided that the relevant tender document makes provision for **an original tax clearance certificate and/or any other certificates/documents** as a prescribed minimum prerequisite and/or peremptory requirement in order for such tender to be considered an 'acceptable tender' and to pass the threshold requirement for consideration and evaluation, and a tenderer fails to provide same, the Municipality would be within its rights to disqualify such tender/tenderer.”

Therefore Moretele Local Municipality will with immediate effect exclude all offers from bidders if the required documentation is not handed in/or attached with the original bidding documents.

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*****END OF DOCUMENT*****