

**NQUTHU LOCAL MUNICIPALITY**



**BIDS ARE INVITED FROM SERVICE PROVIDERS – PANEL OF SERVICE PROVIDERS TO SUPPLY, INSTALLATION AND MAINTENANCE OF INTERGRATED TELECOMMUNICATION SERVICES FOR A PERIOD OF 36 MONTHS – NQULM38/2023-2024.**

**CLOSING DATE OF BID** : 02 MAY 2024, THURSDAY @ 12H00

**NAME OF BIDDER** : \_\_\_\_\_

**POSTAL ADDRESS** : \_\_\_\_\_  
: \_\_\_\_\_

**TELEPHONE NUMBER** : \_\_\_\_\_

**FAX NUMBER** : \_\_\_\_\_

**E-MAIL ADDRESS** : \_\_\_\_\_

**CONTACT PERSON** : \_\_\_\_\_



Council will not accept responsibility for the late delivery of Tenders by courier services or any other means that are not placed in the tender box on or before the date and time of closing of the tender. Last day of sale of tender document 15/04/2024 15H30 or free tender document can be downloaded from ETender portal, [www.etender.gov.za](http://www.etender.gov.za).

Sealed tenders clearly endorsed " **BID NO: BIDS ARE INVITED FROM ACCREDITED SERVICE PROVIDERS – PANEL OF SERVICE PROVIDERS TO SUPPLY, INSTALLATION AND MAINTENANCE OF INTERGRATED TELECOMMUNICATION SERVICES FOR A PERIOD OF 36 MONTHS.BID NO: NQULM/38/2023-2024** and must be placed in the Tender Box located at the Reception of Nquthu Municipality, Lot 83/2 Mdlalose Street, Private Bag X5521, Nquthu, 3135 before 12:00 noon on Thursday, 02 May 2024.

**Returnable documents required for tender evaluation purposes:**

- (a) A valid original Tax Clearance Certificate or compliance clearance Pin must be submitted.
- (b) A Tenderer who submitted a tender as a Joint Venture must include an acceptable Joint Venture Agreement with the tender.
- (c) Certified ID copies of directors/members dated not older than 03 months
- (d) Company registration certificate
- (e) MBDs (1-9)
- (f) Proof of payment for municipal services (rates or rentals) or Proof of residential address letter for BIDDERS not receiving municipal services (directors and company) or landlord agreement
- (g) Proof of registration on the CSD
- (h) ICASA certificate/license

**NB: Prices should be valid for 90 days**

**Note:** "Council may not necessarily accept the lowest, or any other offer and reserves the right to select in its favour any, all or portion of any offer made

**Compulsory Returnable schedules**

<b>item</b>	<b>Description</b>	<b>Check Box (Yes/No)</b>
1.	Original Tax Clearance certificate or SARS pin	
2.	Company Registration certificates	
3.	Proof of resident/statement of Municipal account/landlord agreement	
4.	Certified ID Copies (dated not older than 03 months)	
5.	Proof of registration on CSD	
6.	All MBDs (1-9)	
7.	Form of offer	
8.	ICASA certificate	

**N/B: Failure to submit the above mentioned compulsory returnable documents will lead to your tender being disqualified.**

# **Specification for integrated telecommunication for a period of 36 months**

## **EVALUATION CRITERIA**

Proposal documents will be evaluated in three phases. The evaluation criteria for the assessment of the proposals will be on mandatory returnable documents, functionality and financial aspects.

### **In the first phase:**

Bids will be evaluated on mandatory returnable documents as listed and required in the document.

### **In the second phase:**

Proposals will be evaluated according to the functionality criteria indicated apart from those laid down in the preferential procurement regulations, 2022 pertaining to the preferential procurement policy framework Act 5 of 2000. Bidders are expected to score a minimum of **70%** to be considered for further evaluation (Stage 3):

### **In the third phase (Stage 3):**

Scoring financial offer:

- 80 points for price where the financial offer for responsive tender offers equals or is above R30 000 and up to R50 000 000.
  - Specific Goals: 20 (MAX) points

Bidders are required to submit proof for all claimed specific goals points original and valid B-BBEE status level verifications certificates or certified copies thereof together with their bids, so substantiate their B- BBEE rating claims as stipulated in the revised preferential procurement Regulations of 2022.

A bidder who scores the highest overall points will be considered for tender award. The council reserves the right to appoint more than one service providers.



**TECHNICAL EVALUATION: INTERGRATED TELECOMMUNICATIONS SOLUTION**

- Assessment on functionality with a minimum overall threshold of 70% or 70 points that must be attained by the bidder before the bid can be taken to the next stage of the evaluation.

No.	Criteria	Points	Total Score
1	<b>Overview of the Company</b>		5
	The overview must include the following:		
	- Corporate profile.	3	
	- The overall business objectives.	1	
	- The bidding company must be in existence for minimum of five (5) years. (Company registration documents must accompany this bid).	1	
2	<b>OEM (Original Equipment Manufacturer) Accreditation partnership status and level of partnership (to ensure quality supply, enhanced turnaround time, and Original Equipment supplied)</b>		15
- OEM authorization letter that indicated the bidders is accredited / authorized / certified to design and deploy support SD-WAN technology.	3		
- OEM Equipment Delivery Timeline (ETA) letter.	2		
- OEM partnership status and level of partnership (minimum Gold Status)	2		
- OEM authorization letter indicating the bidder's accreditation / authorization / certification to design, deploy, support the proposed ICT Network technology.	2		
- OEM authorization letter indicating the bidders OEM accreditation / authorization / certification to design, deploy, support the proposed VoIP technology.	2		
- OEM authorization / accreditation for Firewall Implementation and Support.	2		
- Valid African Network Information Centre (AFRINIC) membership	2		
3	<b>Proven Track Record and Experience</b>		35
Bidder to provide proof of previous work experience with Appointment letters, contactable references of similar work undertaken within the past five years in the public / private Sector:			
- 8 or more Appointment letters and references from previous clients.	35		
- 5 – 7 Appointment letters and references from previous clients.	20		
- 4 or less Appointment letters and references from previous clients.	10		

<b>4</b>	<b>Financial Strength Certificate:</b>		
	Bank rating certificate/letter must be attached.		
	<b>Bank rating attached. Not attached</b>	10 = Rating attached 0 = No Rating	<b>10</b>
<b>5</b>	<b>Technical Personnel Experience</b>		
	CVs and qualifications of the Project Manager / Team Leader with a four-year degree in ICT and more than 5 years' experience in ICT		<b>15</b>
	- Qualified Technician to install and configure SD-WAN, with relevant OEM Network Certifications.	5	
	- Qualified Technician to install and configure LAN, with relevant OEM Network Certifications.	5	
	- Qualified Technician to install and configure VoIP, with relevant OEM / SP Network Certifications.	5	
<b>6</b>	<b>6.1 Methodology and Technical Approach to execute the project:</b>		
	- Methodology, approach, training and skills transfer plan to implement the Integrated Telecommunications System	5	<b>20</b>
	- Project Plan to implement the Integrated Telecommunications Solution (Network & VoIP)	5	
	<b>6.2 A single consolidated, holistic design depicting overall design / architecture of integrate solution is acceptable</b>		
	- Internet Connectivity Design / Architecture for ISP.	2.5	
	- Network Design / Architecture for SD-WAN.	2.5	
	- Network Design / Architecture for LAN.	2.5	
	- Digital Telephony System (VoIP).	2.5	
	<b>TOTAL POINTS</b>		<b>100</b>
	<b>MINIMUM POINTS REQUIRED FOR THIRD PHASE EVALUATION</b>		<b>70</b>





## PART C2 PRICING DATA

### C2.1 Pricing Instructions

C2.1.1.1 The quantities set out in the specification provided are **approximate and do not necessarily represent the actual amount of work to be done**. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities. The quoted quantities are indicative for evaluation not actual amount of work to be carried by successful bidder.

C2.1.1.2 The prices and rates to be inserted in the Bills of Quantities (in your proposal) are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. The prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

C2.1.1.3 A price or rate is to be entered against each item in the Schedule/Bills of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

C2.1.1.4 The prices should be specified per service and the total price should be specified as a sum on sub-total and the total offer price should indicate the sum of all the services inclusive of Vat and all applicable taxes.

C2.1.1.5 Items omitted from the Bill of Quantities that may be required and are related to the scope of work may be requested by the Employer on quotation basis using a 25% mark-up from initial suppliers.

C2.1.1.6 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

- **Unit:** The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
- **Quantity :** The number of units of work for each item
- **Rate:** The payment per unit of work at which the Bidder bids to do the work
- **Amount :** The quantity of an item multiplied by the bid rate of the (same) item
- **Sum:** An amount bid for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

C2.1.7 All pricing to be given in South African currency (rands and cents). Indicate if prices are linked to the Rand/Dollar or Rand/Euro exchange rates. A Bill of Materials (BoM) is provided (in different Annexures) for pricing of both the Project Implementation as well as the Support & Maintenance.



**PRICING:**  
**SECTION A: INTERNET SERVICE PROVISION (ISP)**

Qty	Description	Contention ratio	Duration	Unit Price	Year 1	Year 2	Year 3	Total
1	200Mbps Fibre Line (Main Site)	1:1	36 Months					
1	100Mbps Fibre	1.1	36 Months					
1	Firewall		36 Months					
1	Unlimited /uncapped data							
1	Implementation Project							
1	Support and Maintenance							
<b>RECURRING - SUBTOTAL</b>								
<b>SUB TOTAL</b>								
<b>VAT</b>								
<b>GRAND TOTAL</b>								

**PRICING:**  
**SECTION B: SOFTWARE-DEFINE WIDE AREA NETWORK (SD-WAN)**

Qty	Description	Brand Name	UNIT PRICE	YEAR 1	YEAR 2	YEAR 3	TOTAL
1	SD-WAN Cloud Hosted Controller (Director, Analytics, Reporting)						
1	SD-WAN Gateway (Head Office)						
1	SD-WAN Gateway (Branch Office)						
1	SD-WAN Licensing						
1	Implementation Project			N/A	N/A	N/A	N/A
1	Support and Maintenance						
<b>RECURRING - SUBTOTAL</b>							
<b>SUB TOTAL</b>							
<b>VAT</b>							
<b>GRAND TOTAL</b>							

**PRICING:**  
**SECTION C: LOCAL AREA NETWORK (LAN)**

Qty	Description	Brand Name	UNIT PRICE	YEAR 1	YEAR 2	YEAR 3	TOTAL
1	CAT6 solid copper Network Points, incl. Wallbox, Labelling, Installation						
1	9U Floor Standing Cabinet, 3 x Shelves, 2 x Fan Kit, 1 x 7 Way PDU						
1	12U Wall Box Swing Frame, 2 x Shelves, 1 x Fan Kit, 1 x 7 Way PDU						
1	25U Floor Standing Cabinet, 3 x Shelves, 2 x Fan Kit, 1 x 7 Way PDU						
1	42U Cabinet, 4 x Shelves, 2 x Fan Kit, 1 x 10-way PDU						
1	Cage Nuts for Server Rack/Wall Boxes						
1	Managed L3 8 Port POE+ Switch with 2 x SFP Ports						
1	Managed L3 16 Port POE+ Switch with 2 x SFP Ports						
1	Managed L3 24 Port POE+ Switch with 2 x SFP Ports						
1	Managed L3 48 Port POE+ Switch with 2 x SFP Ports						
1	24 SFP Fibre Switch						
1	24 Port Fibre Patch Panel						
1	CAT6 Patch Panels 24 Port						
1	CAT6 Patch Panels 48 Port						
1	Brush Panel						
1	CAT6 solid copper Fly Lead 2M						
1	CAT6 solid copper Patch Lead 1M						
1	Fibre Patch Leads LC 2m						
1	24 Port Fibre Panel LC						
1	Pigtail LC MM						
1	Fibre Cassette						
1	Fibre Entry Gland						
1	Fibre Patch leads MM						
1	SFP Module MM						
1	4 Core Fibre MM per meter						
1	Skirting Double per meter (PVC)						
1	3KVA Online UPS Rackmount						
1	Wireless Access Points (Wi-Fi)						
1	Wireless Controller (Wi-Fi)						
1	2KVA Online UPS Rackmount						
1	Implementation Project			N/A	N/A	N/A	N/A

1	Support and Management				
<b>RECURRING - SUBTOTAL</b>					
<b>SUB TOTAL</b>					
<b>VAT</b>					
<b>GRAND TOTAL</b>					

**PRICING:**  
**SECTION D: DIGITAL TELEPHONY SYSTEM (VoIP)**

Qty	Description	Brand Name	UNIT PRICE	YEAR 1	YEAR 2	YEAR 3	TOTAL
1	Hosted VoIP PBX Cloud Platform						
1	PBX Enterprise license & hosting						
1	TMS / Budget Controlling Solution						
1	Executive Digital Terminal with screen						
1	Management Digital Terminal with screen						
1	Switchboard Terminal with screen						
1	Switchboard Operator Headphones						
1	Basic IP Phones with screen						
1	Expansion modules						
1	Softphone						
1	PC Desktop Softphone						
1	Cordless Handset						
1	Video Conferencing						
1	Recording						
1	Training &Skills Transfer						
1	Implementation Project			N/A	N/A	N/A	N/A
1	Support and Management						
1	Number Porting			N/A	N/A	N/A	N/A
<b>RECURRING - SUBTOTAL</b>							
<b>SUB TOTAL</b>							
<b>VAT</b>							
<b>GRAND TOTAL</b>							

**PRICING:**  
**SECTION E: VOIP RATES (National)**

Qty	Description	Brand Name	UNIT PRICE	YEAR 1	YEAR 2	YEAR 3	TOTAL
1	Vodacom						
1	MTN						
1	Cell C						
1	Telkom Mobile						
1	Landline						
<b>RECURRING - SUBTOTAL</b>							
<b>SUB TOTAL</b>							
<b>VAT</b>							
<b>GRAND TOTAL</b>							

**PRICING:****SUMMARY AND FINAL RATES**

Section	Description	YEAR 1	YEAR 2	YEAR 3	TOTAL
A	INTERNET SERVICE PROVISION (ISP)				
B	SOFTWARE-DEFINE WIDE AREA NETWORK (SD-WAN)				
C	LOCAL AREA NETWORK (LAN)				
D	DIGITAL TELEPHONY SYSTEM (VoIP)				
E	VOIP RATES (National)				
F	Call Centre /Service Desk Solution				
G	Bulk SMS				
<b>SUB TOTAL</b>					
<b>VAT</b>					
<b>GRAND TOTAL</b>					

**PRICING:****SECTION F: CALL CENTRE / SERVICE DESK SOLUTION**

Qty	Description	Brand Name	UNIT PRICE	YEAR 1	YEAR 2	YEAR 3	TOTAL
1	Service Desk Solution (incl. ticketing capability)						
1	Call Centre / Service Desk						
1	Call Centre Workstations						
1	Headsets for Call Centre						
1	2KVA Online UPS Tower						
1	Implementation Project			N/A	N/A	N/A	N/A
1	Support and Management						
<b>RECURRING - SUBTOTAL</b>							
<b>SUB TOTAL</b>							
<b>VAT</b>							
<b>GRAND TOTAL</b>							

**PRICING:****SECTION G: BULK SMS SOLUTION**

Qty	Description	Network	UNIT PRICE	YEAR 1	YEAR 2	YEAR 3	TOTAL
1	Bulk SMS Service Solution maximum 2500 sms per month						
<b>SUB TOTAL</b>							
<b>VAT</b>							



<b>GRAND TOTAL</b>				
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**DETAILS OF PERSON THAT HAS COMPLETED THE SCHEDULE OF QUANTITIES:**

\_\_\_\_\_  
NAME

\_\_\_\_\_  
RELATIONSHIP TO TENDERING COMPANY

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
CONTACT DETAILS

## **PART C3**

### **PROJECT DEFINITION**

Supply, Installation and Maintenance of “an Integrated Telecommunications Solution” for Internet Service Provision, Network, and hosted VOIP for a period of thirty-six (36) months.

### **FUNCTIONAL / TECHNICAL SCOPE OF WORKS AND TERMS OF REFERENCE (ToR)**

#### **1. PURPOSE**

The purpose is to appoint a suitably competent, accredited, experienced service provider to source, implement, and support an *Integrated Telecommunications Solution*.

- 1.1. In the main, the project scope entails provision of internet services, Virtual Private Network and Hosted VOIP telephone system as a service to Nquthu Local Municipality offices for a period of thirty-six (36) months.

#### **2. BACKGROUND AND OBJECTIVE OF THE PROJECT**

Nquthu Local Municipality intends to replace existing telephones where required with devices that support basic digital telephony features. The intent of this RFP is that the suitable service provider shall provide a complete, end-to-end, solution for the proposed installation. The vendor shall provide any necessary design, planning, installation, Network analysis, training, and post-installation support for the project. Nquthu Local Municipality expects that the respondent(s) to conduct a full assessment of the current telephone system/network. The project includes amongst.

##### **2.1. Reporting**

The service provider will be expected to provide a report on a monthly, quarterly, yearly, as and when required:

- Uptime report
- Quality of service report
- Telephonic usage report
- Internet usage report

##### **2.2. Number Porting**

Nquthu Local Municipality has existing dedicated numbers at each office location. These number must be ported to the chosen provider and then trunked back into Nquthu Local Municipality. The numbers will reside on the provider network but will remain the property of Nquthu Local Municipality in the event that Nquthu Local Municipality chooses to change providers.

### 2.3. Project Timeline

- The Hosted PABX and Internet should be commissioned first so that VoIP system can be implemented across all the sites.
- All bidders are required to attach the detailed project plan and methodology.

### 3. SCOPE OF WORK

This scope of this Bid is an Integrated Telecommunications Solution comprising of an Internet Service Provision (ISP), Wide Area Network (SD-WAN), and Digital Telephone Service (VoIP).

#### 3.1. Primary Scope Provisions

- Internet Service Provision (ISP).
- Wide Area Network (SD-WAN).
- Local Area Network Infrastructure (LAN).
- Digital Telephony System (VoIP).

#### 3.2. Secondary Scope Provisions

- Wireless Access Connectivity (Wi-Fi).
- ICT Related Equipment / Tools.
- Monitoring Dashboard.
- Training including change management.
- Deployment Project.
- Maintenance and Support for a period of 36 Months.

The Integrated Telecommunication Solution must be underpinned by a structured Service Level Agreement (SLA) for maintenance and support, for a period of thirty-six (36) months.

### 4. BACKGROUND

Nquthu Local Municipality currently has 9 sites / locations inclusive of its Head Office.

The service delivery architecture entails decentralized points of presence, in the provision of Municipal services such as head office, branch offices, satellite offices, administration offices, call centres, emergency services.

The Municipality therefore requires effective communication/connectivity for all its staff and stakeholders across all its offices. The Integrated Telecommunications Solution must therefore provide uninterrupted communication among internal employees and to outside stakeholders.

The timelines of the installation project plan of the Integrated Telecommunications Solution will be determined by the Municipality and can be affected by several factors such as budget availability and priorities.

### 5. BUSINESS REQUIREMENT

The Municipality requires a reliable Integrated Telecommunications Service that offers a converged communications architecture for the sharing of data, voice, video and messaging, of interconnected Customer sites / locations inclusive of the head office.

- 5.1. The Digital Telephone Service must be a Hosted PABX, with a Digital Phone System (VoIP), that enables Customer X employees to make calls within Customer LAN / WAN, as well as call outside of the WAN, into the global Public Switched Telephone Network (PSTN).
- 5.2. The preferred telephony system will be characterized by Hosted PABX Digital Phone System (VoIP) with full redundancy of ISP.
- 5.3. The underlying ICT network platform must allow for each Local Area Network (LAN) site / location to be independently connected directly into the Service Provider's proposed Wide Area Network (WAN), to deliver voice, data, video and messaging services to the respective Customer X LAN branches.

- 5.4. Effectively, the Municipality requires a Software-defined Wide Area Network (SD-WAN) architecture that allows it to leverage combinations of information / data transport services - including, LTE and broadband internet services, to securely connect its ICT End-users and Telephone System.
- 5.5. Customized bandwidth and connectivity to meet the needs of specific network services, locations or ICT End-users.
- 5.6. Centrally defined and managed network policies and network traffic without requiring manual configuration at each of the network devices.

## **6. SINGLE-OEM NETWORK ARCHITECTURAL DESIGN**

- 6.1. It is mandatory that each bidder must propose a single OEM architectural design, inclusive of network infrastructure, that ensures seamless integration and functionality of all configurable network equipment.
- 6.2. The SD-WAN architecture must provide for a consolidated internet access into a central location. Centralizing internet connectivity will enable the Municipality to have greater control of its security policy as it can be administered easily and effectively, of which the current network infrastructure does not support.
- 6.3. It is therefore why the Municipality has decided to put together the converged strategy and rollout the appropriate systems and technology.
- 6.4. A comprehensive list of all the Municipality's offices , The Municipality will notify the service provider of any changes in address(es).
- 6.5. A bill of quantities (BoQ) for Internet Service Provision; Wide Area Network, and Digital Telephony System is inserted hereto, to enable bidders to outline unit prices i.e. for each of the elements of the Integrated Telecommunications Solution.
- 6.6. LAN Architecture Design:
  - Where cabled LAN Infrastructure is insufficient, the Service Provider must provision such infrastructure in accordance with accepted industry standards. Only CAT6 Solid cable/fibre or higher-grade media will be accepted. All cabling solutions must include adequate Patch panels, brush panels, fully populated cabinets, and wall boxes/splice boxes. All network points are to be clearly labelled and categorized.
  - As far as possible, the network access layer architectural design must additionally cater for Wireless End-user connectivity i.e. in certain areas within the Municipal facilities - all End-user devices should as far as possible be able to connect wirelessly to individual LAN Wi-Fi. The wireless solution must be fully managed via a centralized controller.
  - Provision, support, maintenance and management of Internet services and voice with high availability and failover to achieve redundancy.
  - Provision, support, maintenance, and management of SDWAN services solution with high availability and failover to achieve redundancy as part of the ICT Continuity Planning.
  - Provide Network reports and alerts as per the Municipality requirements.
  - Bidders must respond in the following manner:
- a) Demonstrate compliance with the Municipality's requirements.
- b) Demonstrate a sound architectural solution design.
- c) Demonstrate a sound delivery track record with respect to the proposed solution.
- d) Demonstrate a sound capability to supply, deploy and support the proposed solution.
- 6.7 General provisions for Telephony Services for:
  - b) Executive Management
  - c) Managers
  - d) Standard Users
  - e) Switchboard Operators,
  - f) Boardrooms / meeting rooms
  - g) Helpdesk / Service Desk Operators
  - h) Emergency Services / Call Centres
  - i) Where wired phones are required, it is assumed POE enabled LAN network points are existing at each phone location. In cases where the infrastructure is not fit for purpose, the service provider shall be requested to quote for ensuring the fitness; accordingly.

## 7. TECHNICAL REQUIREMENTS

The provision, installation and configuration of an Integrated Telecommunications Solution encompassing a Cloud Hosted PABX digital phone system and a Software-defined Wide Area Network (SD-WAN) architecture that allows the Municipality to leverage combinations of information and data transport services - including, LTE and broadband internet services, to securely connect Municipal ICT End-users to systems and applications. The minimum specifications are as follows:

### 7.1. Specification: Internet Service Provision (ISP)

The municipal internet access can be provisioned using either or a combination of the following broadband technologies: satellite, fibre, copper, microwave, wireless or mobile connections.

#### 7.1.1. The following ISP provisions must be made:

- a) Internet Security.
- b) Content Filtering.
- c) Bandwidth Management:
- d) Saturation management.
- e) Centralised Management:
- f) Dashboard.
- g) Monitoring.
- h) Service Level Agreement (SLA)

#### 7.1.2. Detailed Specification

- a) Dedicated Fibre Internet connection.
- b) Connection type must be fibre, no other connection will be accepted.
- c) High Speed Fibre Internet with Dedicated, High Speed, lowest latency, fully symmetrical bandwidth.
- d) High Speed Fibre Internet that provides High Speed Uncapped and Unshaped connectivity with speeds of up to 200MBps.
- e) Include International Bandwidth. Dedicated High Speed Fibre Internet.
- f) Customer on-premises device must be included in contract.
- g) Public IP Addresses = 5 Usable Public IP (IPv4)
- h) Dedicated Internet Access is uncontended i.e. not shared.
- i) Detail Network Architect of the internet connection(s).
- j) Dedicated service manager and Account Manager
- k) Availability / Uptime SLA is 98.5% of stipulated business hours, measurable monthly.
- l) Quality of Service SLA, packet loss must stay under 1%, and network latency must not exceed 150 ms.
- m) Internet fibre line installations and configurations must be done within one calendar month of the service provider's appointment.
- n) Detailed implementation project plan should be included.
- o) Service provide must have their own Call Centre / Service Desk with 24/7 support.

### 7.2. SD-WAN (including LAN)

Predominantly provided by Service Provider's own network service platform but can also work with network partners to extend reach.

#### 7.2.1. Carrier grade voice quality (over SD-WAN):

- a) SD-WAN LAN Implementation (installation, configuration, commissioning).
- b) An SD-WAN Gateway at each site with built in firewall, DNS security, content filtering and multi-factor authentication. Cloud hosted controller, director, analytics and reporting.
- c) Diverse access technologies that include Mobile, LTE, Fibre, Microwave, Satellite Broadband and 5G readiness.
- d) Flexible SD-WAN that can add/drop sites, QoS enabled.
- e) SD-WAN with inherent security features.
- f) Connectivity agnostic - LTE, Broadband Fibre/Microwave, Dedicated Fibre.
- g) Platform allows registration over Internet/ SD-WAN.
- h) Scalable SD-WAN that can support soft bandwidth upgrades.
- i) Established, redundant core network.
- j) Support third party connections when required with no additional cost.
- k) OEM Accreditation.

- l) Subcontracting.
- m) Voice experience established voice network - Points of Interconnect with all major Voice Providers.
- n) Internet Access must directly link into voice platform, must not traverse internet.
- o) Minimum SLA expectations 98.5% for Single link.
- p) Established support centre offering 24/7/365 Network Management.
- q) Network coverage / footprint of service provider.

### **7.3. Provisions each LAN:**

A high-speed data transfer local area network is required, catering for both wired and wireless requirements.

7.3.1. The following elements must be catered for:

- a) LAN Implementation (installation, configuration, commissioning)
- b) Switching:
  - Core Switch: Port Gigabit Layer 3 Switch with Gigabit SFP Cages including Gigabit SFP Modules.
  - Distribution Switch(es): Port Gigabit Layer 3 Switch with Gigabit SFP Cages including Gigabit SFP Modules.
  - Access Switch(es): Port PoE Gigabit Layer 3 Switch with Gigabit SFP Cages including Gigabit SFP Modules.
- c) Wi-Fi Access Points consisting of:
  - Head Office: Wi-Fi Access Points
  - Branch Offices: Wi-Fi Access Points
- d) Wi-Fi Hardware Controller per site.
- e) Cabling requirements per site.
- f) Backup energy supply per site, per requirement.

### **7.4. Digital PABX VoIP Phone System**

- 7.4.1. ICASA Governance / Compliance, in terms of Spoofing,
- 7.4.2. Provide free Internal VoIP Calls,
- 7.4.3. VoIP Phone System must cater for all Municipal LAN / WAN requirements,
- 7.4.4. The solution must offer redundancy,
- 7.4.5. Equipment offers must be from reputable brands e.g. Polycom, SNOM, Yealink, Cisco, and Huawei to enable local support contacts,
- 7.4.6. Three rank Offerings from Basic, Mid-Range, High End Equipment,
- 7.4.7. Offering of Boardroom devices/solutions
- 7.4.8. 24/7/365 Support,
- 7.4.9. Voice-recording features,
- 7.4.10. TMS Features and budget controlling.
- 7.4.11. Allow for BYOD devices,
- 7.4.12. Offer LAN readiness service once off service to needy extensions,
- 7.4.13. Provision of a hosted VoIP Phone System solution for all End-users located at the service provider hosting centre,
- 7.4.14. The Head Office must be connected to the hosted VOIP PHONE SYSTEM via Fibre and must include a Failover. Please provide options for a failover solution,
- 7.4.15. Each site/office must have a direct connection and dedicated VLAN to the hosted VoIP Phone System to ensure quality of service for voice calls,
- 7.4.16. The existing telephone Lines must be ported to the new service provider.
- 7.4.17. All external calls must be costed accordingly.

- 7.4.18. The switchboard will be decentralized to screen and transfer calls to the Municipality's internal End-users at no additional cost i.e. all inter-Municipal internal calls must be at zero cost.
- 7.4.19. A hosted voice recorder is required for Emergency services, Call Centres where they are required and for several designated extensions.
- 7.4.20. All End-users using fixed desk phones will be equipped with a Gigabit telephone handset.
- 7.4.21. A softphone application must be provided for all End-users that require mobility when away from the office using the Cellphones. Data charges for End-user cellphones shall be for the End-Users cellphone account).
- 7.4.22. Outgoing calls using uncapped VoIP provided by the hosted VoIP Phone System service.
- 7.4.23. A self-care administration portal must be made available to manage telephone End-users and VoIP Phone System functions if required,
- 7.4.24. VoIP Phone System is to provide typical business grade functionality and should at minimum provide the following features:

- a) Ad hoc call recording,
- b) Ad hoc video conferencing,
- c) Announced transfer,
- d) Auto (Day/Night) services,
- e) Automated attendants,
- f) Bespoke MoH (Music on Hold),
- g) BLF's (Busy lamp fields),
- h) Blind transfer,
- i) Call barring,
- j) Call pick up groups,
- k) Call forking / mobile twinning,
- l) Call recording,
- m) Call waiting,
- n) Incoming CLI (Caller Line Identification) call screening,
- o) CDR's (Call Data Records),
- p) Common address book,
- q) Dial by name,
- r) Distinctive ring,
- s) Divert all calls,
- t) Divert on Busy,
- u) Divert on No Answer
- v) DND (Do not disturb),
- w) Fax (Inbound) (Fax to email),
- x) Fax (Outbound),
- y) Voicemail to Email,
- z) Group voicemail to e-mail,
- aa) Hunt groups / overflow groups,
- bb) Inbound DDI's (Direct Dialling Inward),
- cc) Service assurance: fault and performance management (Include event management, event normalisation, root-cause analysis, service-impact analysis, and more),
- dd) Voice and video: employees can communicate with sophisticated voice services based on VoIP, collaborate with video calling and conference capabilities, all delivered from the cloud,
- ee) Voicemail and integrated messaging: deliver voicemail and integrated messaging from an IP phone, mobile phone, or desktop,
- ff) Integrated Messaging (IM) and presence: find people quickly, click to begin an IM session, place a phone call,
- gg) Mobility: give End-users one number to dial, redirect incoming IP calls, move calls between desktop and mobile, and use conferencing and directories from a End-user's mobile device,
- hh) Web conferencing: manage meetings and projects over the web in real time to present, share, or collaborate from anywhere, anytime, and on any device,
- ii) Intercom ring / paging,
- jj) Multiple voicemail greetings,
- kk) Outbound CLI (Caller Line Identification),



- ll) PIN code dialling,
- mm) Auto provisioning,
- nn) Remote voicemail retrieval,
- oo) Speed dials,
- pp) Time of day call routing,
- qq) Transfer to voicemail,
- rr) Web End-user admin interface, and
- ss) Web End-user Interface.

#### **7.5. Leased lines contract**

Upon the award of this bid, a Service Level Agreement (SLA) will be entered into between the Municipality and the successful bidder. The following are to be provided by the service provider:

- a) Bid pricing for the comprehensive service must include all professional services e.g. project management, setup, configure, installation, cut over and commissioning.
- b) Dedicated Internet Access – up to 200mb.
- c) Class C Address Block of public addresses -/27 for Corporate Internet Access.
- d) Support and Reporting services for Internet Connectivity and Network services,
- e) Public Domain Name services (DNS).
- f) Public IP addresses.
- g) Dedicated fail-over at HEAD OFFICE
- h) If dedicated links fail (to be controlled by the firewall (embedded on a router) and internal core switch).
- i) Make provision where required for Public Wi-Fi in all Municipal offices.

#### **7.6. Service Provision**

- a) The appointed bidder must provide all internet connectivity (ISP), and Network services.
- b) The appointed bidder must plan and design the integrated telecommunications solution (SD-WAN and VoIP) in a way that will minimize impact on the Municipality End-use base and deliver a "best practice" environment.
- c) The appointed bidder must provide a contiguous block of public IP addresses if required.
- d) The appointed bidder must provide public DNS services for municipality.gov.za,
- e) Class C IP block (/27).
- f) The appointed bidder will provide knowledge transfer and training for technical and support staff.
- g) The appointed bidder must plan and deliver business change delivery process that will minimize the business change impact whilst delivering the Internet Connectivity and Network Solution.
- h) The appointed bidder must provide technical support.
- i) Installation and Configuration of the Internet Connectivity and Network services would be performed by the appointed bidder.
- j) The new Internet environment must be centrally hosted, monitored, and controlled and must provide high availability and failover capabilities.

## **8. ARCHITECTURE - INTERGRATED TELECOMMUNICATIONS SOLUTION**

Bidders must provide of a Network Design / Architecture(s) for the proposed Integrated Telecommunications Solution.

(A single consolidated, holistic design depicting overall design / architecture of integrate solution is acceptable)

- 8.1.** Internet Service Provision (ISP) Design / Architecture.
- 8.2.** Wide Area Network (SD-WAN) Design / Architecture.
- 8.3.** Local Area Network Infrastructure (LAN) Design / Architecture.
- 8.4.** Digital Telephony System (VoIP) Design / Architecture.
- 8.5.** Call centre design and architecture.
- 8.6.** Bulk sms messaging solution.

## **9. TECHNICAL COMPLIANCE**

The Municipality requires a professional service that is align to industry best practice for deploying and operating VoIP technologies and ICT Networks. Therefore, as a **minimum**, bidders must comply to, and provide proof to the following requirements:

### **9.1. Communications Regulatory (Mandatory)**

- a) Bidders must provide both an **ICASA ECNS and ECS Licence** (Network Infrastructure and Services).

### **9.2. International Standards (Mandatory)**

- a) Bidders must provide an ISO ISO/IEC 27001 Certificate for information security management systems (ISMS).
- b) Other related ISO certifications are required and are outlined in the technical mandatory returnable documents.

### **9.3. OEM Accreditations**

- a) OEM partnership status and level of partnership.
- b) OEM authorization letter that indicated the bidders is accredited / authorised / certified to design and deploy support SD-WAN technology.
- c) ETA letter that indicates the sourcing, supply and delivery timelines.
- d) OEM authorization letter that indicated the bidders is accredited / authorised / certified to design and deploy support VoIP technology.
- e) OEM ratings in the Gartner Magic Quadrant(s) for each of the elements of an Integrated Telecommunications Solution will be an added benefit.

### **9.4. Resources (professional services)**

- a) Bidders must provide CVs with relevant certifications for SD-WAN deployments and also VoIP / PABX deployments.

### **9.5. Professional Affiliations (Mandatory)**

- a) Bidders must provide membership for ISPA (Internet Service Providers' Association)

### **9.6. Technical Support & Competence**

Bidders must supply verifiable references where a similar solution has been deployed successfully including the following information:

- a) Number and size of client base i.e. number of supported users).
- b) Services procured by the customers.
- c) Provide reference sites, in South Africa, with contact details.
- d) Demonstrate how you would support this implementation and migration to give the Municipality a peace of mind and confidence in your services and ability to deliver on your proposed solution.
- e) Provide evidence of Network and Telephony Support resources locally based.

## 9.7. PROFESSIONAL SERVICES

Bidders must:

- 9.7.1. Indicate professional service capacity to design, configure and install the solution to industry best practices (i.e. supply certification of the engineers/technicians).
- 9.7.2. Demonstrate ability to deliver a breadth of professional services, including implementation and design, maintenance, security, managed services, and consultation.
- 9.7.3. Demonstrate a proven project & support methodology.
- 9.7.4. Provide a project plan template for deployment of SD-WAN VoIP.
- 9.7.5. Specify your capabilities around the technologies relevant to your solution.
- 9.7.6. Specify what technical documentation and training material will be provided.
- 9.7.7. Specify the project controls that will be placed.
- 9.7.8. Specify how change management will be delivered.

## 10. RESPONSE AND RETURNABLE FUNCTIONALITY REQUIREMENTS

Kindly provide the following together with your response in a proposal format:

- 10.1. Service Level Agreement to provide for response time of 30min and resolution time of 4 hours to address network, internet, PABX and VoIP infrastructure downtime by the bidder. ( Loadshedding Dependant )
- 10.2. Call Logging facility and procedure supported by a 24/7/365 support centre (NOC),
- 10.3. Service provider must provide sample reports, screenshots, call-logging procedures or any form of evidence to support current ability to meet such requirements,
- 10.4. Reporting methods and facilities available to generate own reports,
- 10.5. Pricing review policy,
- 10.6. VoIP rates table,
- 10.7. Indicate if there is reporting on the Dedicated Internet Access service and how Municipality would be able to get access to these reports,
- 10.8. Include a Project Implementation plan and timelines as part of your response,
- 10.9. Timelines and deliverables within the scope of work on how to take over the current services from the current service provider with minimum interruptions of the Municipality's operations,
- 10.10. A detailed work plan with activities,
- 10.11. An option to Separate Internet Traffic from other traffic across the 100MB Internet Link,
- 10.12. Service provider must provide a detailed QoS proposal plan, which includes but is not limited to distribution of bandwidth voice, data, video, network traffic management approach,
- 10.13. Bidders should have a minimum of five (5) years' experience in Internet, VoIP & Networking service provisioning, indicated in the business profile (e.g. Active and non-active clients) not more than two pages,
- 10.14. A valid ICASA Certificate OR proof of valid membership of the Internet service Provider Association of South Africa, which must be in good standing.

## 11. POST IMPLEMENTATION SUPPORT REQUIREMENTS

To ensure the solution is stable and adequately supported post the completion of the Project Implementation, a support contract shall be included. The support and maintenance must include:

- 11.1. 24/7/365 service Desk for single point of contact and escalations,
- 11.2. Support team and management must be available locally,
- 11.3. Provisioning of 2nd and 3rd level technical system support.

## 12. HARDWARE REQUIREMENTS

12.1 The Municipality needs to fully understand the requirements for the proposed solution. Specify all hardware required for your solution. Kindly provide a diagram of your proposed solution.

An approach of itemised pricing of ICT infrastructure and professional services is used for this Bid. The approach of itemised costing for each of the sites required Network / VoIP infrastructure.

### **12.2 Project Implementation**

Implementation and commissioning of the integrated telecommunications solution (SD-WAN, PABX and VoIP) must be for a maximum period of six (6) months. A BoM (Bill of Material) is provided for scope and pricing for both "Project Implementation" and "Support & Maintenance".

12.2.1 The Project Implementation must be costed as once-off cost.

12.2.2 Support & Maintenance must be costed separately for recurring professional service costs, for a maximum period of 36 months.

### **12.3 Support & Maintenance**

The maintenance and support (service delivery) of the integrated telecommunications solution shall be for the period of thirty-six (36) months:

12.3.1 Upon the award of this bid, a Service Level Agreement (SLA) will be entered into between the Municipality and the successful bidder which will include the recurring costs associated with Support & Maintenance.

12.3.2 The recurring Support & Maintenance rates specified in the costing proposal will be used in the SLA / Contract, the amounts will be valid for a maximum period of 36 months.

## **13. SUPPORT & MAINTENANCE SERVICE AGREEMENT**

14.1 Bidders must provide 3 Year (36 months) maintenance service agreement proposal.



**BID PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, INSTALLATION AND MAINTENANCE OF LAN, INTERNET, VPN AND HOSTED VOIP (VOICE OVER INTERNET PROTOCOL) TELEPHONE SYSTEM FOR 36 MONTHS**

2. The Service Provider is required to provide the services in accordance with the Scope of Work. This embraces all things necessary and incidental to complete the work.
3. The only basis for a change to the prices is as a result of the Employer giving an instruction to change the Scope of Work.
4. The General Conditions of Contract, the Contract Data, and the Specifications (including the Project Specifications) shall apply to this contract.

Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the bidder is entitled, under various circumstances, to payment for additional work carried out and that the client is obliged to base his assessment of the rates to be paid for such additional work on the rates the Service Providers inserted in the Bill.

## Specific Goals

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Verification Documents
<b>Specific goal 1: Ownership (Max Points =10)</b>		
Business owned more than 50% by black person	10	ID copy of Directors and CSD
Business owned less than 50% by black person	5	ID copy of Directors and CSD
<b>Specific goal 2: RDP (Max Points =10)</b>		
Promotion of enterprises located within: KwaZulu natal province	4	CSD and proof of municipal accounts/affidavit
Umzinyathi District Municipality	6	CSD and proof of municipal accounts/affidavit/proof of residence signed by ward Councilor
Nquthu municipal area	10	CSD and proof of municipal accounts/affidavit/proof of residence signed by ward Councilor



Bidders must furnish hereunder details of similar works which they have satisfactorily supplied in the past.

EMPLOYER	NATURE OF WORK	VALUE OF WORK	DURATION AND DELIVERY PERIOD	EMPLOYER CONTACT NO

Date:.....

Signature of Bidder:.....

**CERTIFICATE OF AUTHORITY FOR SIGNATURE**

Signatory for companies shall confirm their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form.

*An example is given below:*

Mr/Ms/Mrs/Miss..... whose signature appears below, has been duly authorized to sign

All documents in connection with the Bid for Contract No.:

.....

And any contract that may arise therefrom on behalf of (name of bidder in block letters)

.....

**SIGNED ON BEHALF OF THE COMPANY:**

**IN HIS/HER CAPACITY AS:**.....

**DATE:**.....

**SIGNATURE OF AUTHORISED SIGNATORY:**.....

**WITNESS:**

1 .....

2. ....

**The tendered amount to be filled on the Form of Offer Page**

**Form of Offer and Acceptance**

**(Agreement)**

**Offer – NQULM/38/2023-2024**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

.....

The Tenderer, identified in the Offer signature block below, 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 of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS**

.....

.....Rand (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/ Supplier in the Conditions of Contract identified in the Contract Data.

**Signature(s)** .....  
**Name(s)** .....  
**Capacity** .....

**for the Tenderer**.....

.....

**(Name and address of organization)**

**Name & signature of witness**

**Name:** ..... **Signature**.....

**Date:** .....

## **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.

The terms of the contract, are contained in

Part 1 Agreements and Contract Data, (which includes this Agreement)

Part 2 Pricing Data

Part 3 Scope of Work

Part 5 Annexure

And documents or parts thereof, which may be incorporated by reference into Parts 1 to 3 and 5 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto 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 duly signed by the authorized 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 (Consultant) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature(s) .....

Name(s) .....

Capacity .....

**For the Tenderer** .....

.....

**(Name and address of organization)**

**Name & signature of witness**

.....

.....

**Date**.....

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]		
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		

DEPARTMENT		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			



## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p><b>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.</b></p>

**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: .....



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

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

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

\*Delete if not applicable

**PRICING SCHEDULE – NON-FIRM PRICES  
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

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

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

---

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY <small>(**ALL APPLICABLE TAXES INCLUDED)</small>

---

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

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

\*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

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

Where:

Pa	=	The new escalated price to be calculated.
(1-V) Pt	=	85% of the original bid price. <b>Note that Pt must always be the original bid price and not an escalated price.</b>
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

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

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

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

3. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

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

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



**DECLARATION OF INTEREST**

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

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):.....

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. ....

.....

<sup>1</sup>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;
- a member of the board of directors of any municipal entity;
- (b) an official of any municipality or municipal entity;
- (c) 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);

- (d) a member of the accounting authority of any national or provincial public entity; or
- (e) an employee of Parliament or a provincial legislature.
- (f) <sup>2</sup> Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars  
 .....

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

3.12.1 If yes, furnish particulars.  
 .....

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

3.13.1 If yes, furnish particulars.  
 .....

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

3.14.1 If yes, furnish particulars:  
 .....

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

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

**MBD 5**

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

For all procurement expected to exceed R10 million (all applicable taxes 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 any municipality for more than three months 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 any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars. \*YES / NO

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

\* Delete if not applicable

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

3.1 If yes, furnish particulars \*YES / NO

.....

.....

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

4.1 If yes, furnish particulars

.....

.....

**CERTIFICATION**

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

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

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

FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

**MBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

**1. GENERAL CONDITIONS**

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

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

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

*(delete whichever is not applicable for this tender).*

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
--	--------

<b>PRICE</b>	
<b>SPECIFIC GOALS</b>	
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**



$$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{max}$  = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

(a) an invitation for tender for income-generating contracts, that either the 80/20 or



**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

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

	..... <b>SIGNATURE(S) OF TENDERER(S)</b>
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... ..... ..... .....

**MBD 7.1**

**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 2017;
  - Declaration of interest;
  - Declaration of bidder's past SCM practices;
  - Certificate of Independent Bid Determination;
  - Special Conditions of Contract;
- (ii) General Conditions of Contract; and  
 (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
  4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
  5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
  6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<b>WITNESSES</b>	
1	.....
2.	.....
DATE:.....	

**MBD 7.1**

**C**  
**ONTRACT FORM - PURCHASE OF GOODS/WORKS**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

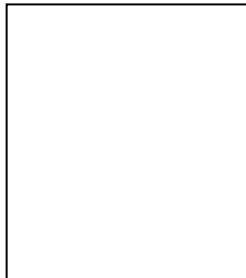
4. I confirm that I am duly authorized to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP



<b>WITNESSES</b>	
1.	.....
2.	.....
<b>DATE</b> .....	



## 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	<p>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?</p> <p>(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).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

### CERTIFICATION

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> 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:

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

- (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
  7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    - (a) prices;
    - (b) geographical area where product or service will be rendered (market allocation)
    - (c) Methods, factors or formulas used to calculate prices;
    - (d) The intention or decision to submit or not to submit, a bid;
    - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
    - (f) Bidding with the intention not to win the bid.
  8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
  10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## Table of Clauses

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## 1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **“Contract”** means the written agreement entered into between the Purchaser and the Vendor, 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 Vendor 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 anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **“Day”** means calendar day.
- 1.8 **“Delivery”** means delivery in compliance with the conditions of the contract or order.
- 1.9 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10 **“Delivery into consignee’s 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 Vendor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 **“Dumping”** occurs when a private enterprise abroad markets 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 Vendor and not involving the Vendor’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 Vendor 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 Vendor or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **“Order”** means an official written order issued for the supply of goods/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 Institution purchasing the goods/works and/or service.
- 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 Vendor covered under the contract.
- 1.25 **“Written”** or **“in writing”** means handwritten in ink or any form of electronic or mechanical writing.



## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (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 shall apply.

## **3. General**

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

## **4. Standards**

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

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

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

## **6. Patent rights**

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

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

## **7. Performance security**

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

## **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 shall 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 shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 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 analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. should the supplier fail to provide the substitute goods forthwith, the purchaser may, without

giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

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

## **9. Packing**

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

## **11. Insurance**

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

## **12. Transportation**

- 12.1 should a price other than an all-inclusive delivered price be required, this shall 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 shall not relieve the supplier of any warranty obligations under this contract; and

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

#### **14. Spare parts**

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

#### **15. Warranty**

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

**16. Payment**

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

**17. Prices**

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized 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 shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

**20. Subcontracts**

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid.

Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

**21. Delays in the supplier's performance**

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 if at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). as soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or

without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 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 shall render the supplier liable to the imposition of penalties, pursuant to GCC clause 22, unless an extension of time is agreed upon pursuant to GCC clause 22.2 without the application of penalties.
- 21.5 upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without canceling 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.

## **22. Penalties**

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

## **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC clause 21.2;
  - (b) If the supplier fails to perform any other obligation(s) under the contract; or
  - (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 in the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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

## **26. Termination for insolvency**

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

## **27. Settlement of disputes**

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

### **29. Governing language**

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

### **30. Applicable law**

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

### **31. Notices**

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

### **32. Taxes and duties**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. prior to the award of a bid sars must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall 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 shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

### **34. Amendment of contracts**



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