



CONTRACT NO: CORP (ICT) 01/2023

TENDERS ARE HEREBY INVITED FROM SERVICE PROVIDER/S FOR THE SUPPORT AND MAINTENANCE OF AN EXISTING ALCATEL-LUCENT PABX VOICE INTERNET PROTOCOL (VOIP) SYSTEM FRONT-END AND BACK-END INFRASTRUCTURE, PROVISION OF WAN SOLUTION (WAN/PRI /MPLS) INTERNET CONNECTIVITY FOR ALL MUNICIPAL OFFICES FOR A PERIOD OF THREE (3) YEARS.

Compulsory Briefing Session will be held on Friday 11th November 2022 at 10:00am at Mayoral Chamber, Civic Centre, Corner Commissioner and Market Street, Krugersdorp, 1739.

NAME OF TENDERER:	_____
CENTRAL SUPPLIER	_____
DATABASE (CSD)	MAAA
TAX COMPLIANCE STATUS	_____
(TCS) PIN ON:	_____
TELEPHONE No:	_____
TELEFAX No:	_____
E-MAIL ADDRESS:	_____
ADDRESS:	_____

November 2022

Issued by:
Municipal Manager
Mogale City Local Municipality
P O Box 94
KRUGERSDORP
1740

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PART A

INVITATION TO BID

MBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF MOGALE CITY LOCAL MUNICIPALITY					
BID NUMBER:	CORP (ICT) 01/2023	CLOSING DATE:	05 DECEMBER 2022	CLOSING TIME:	11:00
DESCRIPTION	TENDERS ARE HEREBY INVITED FROM SERVICE PROVIDER/S FOR THE SUPPORT AND MAINTENANCE OF AN EXISTING ALCATEL-LUCENT PABX VOICE INTERNET PROTOCOL (VOIP) SYSTEM FRONT-END AND BACK-END INFRASTRUCTURE, PROVISION OF WAN SOLUTION (WAN/PRI /MPLS) INTERNET CONNECTIVITY FOR ALL MUNICIPAL OFFICES FOR A PERIOD OF THREE (3) YEARS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

CNR. COMMISSIONER & MARKET STREET					
CIVIC CENTRE					
MOGALE CITY					
KRUGERSDORP					
1740					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		

CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<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		
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/ DIVISION	Supply Chain Management Unit	CONTACT PERSON	Sandile Mtshali
CONTACT PERSON	Ofentse Matsose	TELEPHONE NUMBER	(011) 951 – 2552/083 488 9471
TELEPHONE NUMBER	(011) 951-2177 / 2541 / 2014	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	sandile.mtshali@mogalecity.gov.za
E-MAIL ADDRESS	ofentse.matsose@mogalecity.gov.za		

PART B TERMS AND CONDITIONS FOR BIDDING

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

ADVERTISED IN: The Star
PUBLISHING DATE: Wednesday 02 October 2022
TENDER NOTICE: CORP (ICT) 01/2023

MOGALE CITY LOCAL MUNICIPALITY

Tenders are hereby invited for the following Office: Community Development Services: Section: Traffic and Safety

TENDER NO: CORP (ICT) 01/2023

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Compulsory Briefing Session will be held on **Friday 11th November 2022 at 10:00am** at **Mayoral Chamber, Civic Centre, Corner Commissioner and Market Street, Krugersdorp, 1739.**

Adjudication: 80/20

Tenders will be evaluated using functionality evaluation **criteria of 40 points** of which the service provider is required to score the minimum of **32 points** in order to be considered for further evaluation. Tenders will be evaluated using the 80/20 preference point system which awards 80 points for Price and 20 points for attaining the BBBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Documents Collection: Documents can be downloaded from the e-portal or Mogale City Website.

Technical Enquiries: Sandile Mtshali Tel: (011) 951 – 2552/083 488 9471
Tender Documents: Ofentse Matsose Tel: (011) 951 2177/ 2541/2014

Documents available: As from **Wednesday 02 November 2022** on www.etenders.gov.za or www.mogalecity.gov.za

Closing date: Monday 05 December 2022 Time: 11:00 Tender Box
Venue: Tender boxes are situated at the reception desk of the Supply Chain Management Unit, situated on the upper level of the West Wing of the Mogale City Civic Centre, Corner Commissioner and Market Streets in Krugersdorp.

MANDATORY TENDER DOCUMENTS:

1. **Tax Clearance Certificate / Tax Compliance Status documents with Pin.**
Each company within the Joint Venture / Consortium must submit Tax Clearance Certificate or a copy of Tax Compliance Status document with Pin
2. **Certified copies of ID's for company/entity directors**
3. **The bidding entity as well as all its directors must submit Municipal account not more than three (03) months / ninety (90) days plus in arrears at the time of the closing date.**
4. **A valid lease agreement which is in the name of the business and or directors /shareholders, which must stipulate who is responsible for payment of Municipal services; or**
5. **If the Bidding Entity operates from informal settlement and is not responsible for Municipal account/services.**
- 5.1. **the bidder must submit confirmation on Municipality/Metro letterhead signed and stamped from the ward councilor/delegate.**
6. **If the Bidding Entity operates from parents' place and is not responsible for Municipal account:**
- 6.1 **the bidder must submit the property owner's Municipal account and a Sworn Affidavit of the property owner with and original stamp from the Commissioner of Oaths.**
7. **Sign Declaration of Municipal Account**
8. **Central Supplier Database (CSD) registration report**
9. **Completed and Signed Schedule of Quantities**
10. **Authority of Signatory must be completed and signed in case of a business not sole proprietor or one-person business or board of director's resolution authorizing signature to sign off the bid documents.**
11. **MBD 1: Invitation to tender**
12. **MBD 4. Declaration of Interest.**
13. **MBD 6.1 Preferential Points**
14. **MBD 8: Declaration of bidders past supply chain management practices**
15. **MBD 9: Certificate of independent bid determination.**

BIDDING TENDER CONDITIONS:

1. All suppliers of good & services are urged to register in the National Treasury web based Central Suppliers Database with Effect from 1 July 2016 @ www.csd.gov.za
1. As per National Treasury Instruction No.4 A of 2016/2017 National Treasury Supplier Database, organs of state must ensure that suppliers awarded business with the State are registered on the CSD prior to award letter/purchase order/signed contract being issued.
2. According to the amended Codes of Good Practice, an *Exempted Micro Enterprise (EME)* is only required to obtain a sworn affidavit or a certificate issued by Companies Intellectual Property Commission (CIPC) confirming their annual turnover of R10 million or less and level of Black ownership to claim BEE points
3. According to the amended Codes of Good Practice, Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies Intellectual Property Commission (CIPC) confirming their annual turnover of R50 million or less and level of Black ownership to claim BEE points.
4. A trust, consortium or joint venture will qualify for points for the BBBEE status level as a legal entity, provided that the entity submits their consolidated BBBEE status level certificate. If a bidder does not submit a certificate substantiating the BBBEE status level of contribution/ and Affidavit or is a non-compliant contributor, The bid will be evaluated on an 80/20 principle where 80 points will be price and 20 points is BBBEE component.
5. Copies of their BBBEE certificates from an accredited BEE verification agency with their tender submission or Certified Sworn Affidavit.

6. Tenders by joint ventures are to be accompanied by the Document Formation of the joint venture, duly registered and authenticated by a Notary Public or other official deputized to witness sworn statements. This document must define precisely the conditions under which the joint venture will function, the period for which it will function, the persons authorized to represent and obligate it, the address for correspondence, the participation of several firms forming the joint venture and any information necessary to permit a full appraisal of its functioning, including a clause to the effect that the members of the joint venture are jointly and severally bound.
7. No late tender will be accepted.
8. Telefax or e-mail tenders will not be accepted.
9. Tenders may only be submitted on the bid documents as provided by Mogale City.
10. The use of tipp-ex is not allowed on the bid documents.
11. Bids completed in pencil will be regarded as invalid bids.
12. No page(s) may be removed from the original tender document
13. No electronic signature will be accepted in the tender document, the bidder's signature must always be signed by hand in black ink.
14. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the tender document;
15. In the event of a mistake having been made on the pricing schedule, it shall be crossed out in ink and be accompanied by a full signature at each and every alteration.
16. The Municipality reserves the right to reject the bid if corrections are not made in accordance with the above.
17. The lowest or any tender will not necessarily be accepted, and Mogale City reserves the right to accept a tender in whole or in part.
18. The validity period for this tender is ninety (90) days.
19. A Corporate social responsibility contribution of two (2) percent inclusive of 15%VAT will be levied on all companies/ service providers appointed as successful bidders if such companies are not based in the area of jurisdiction of Mogale City.
20. The Municipality reserve the right to negotiate a fair market price with recommended bidders after a competitive bidding process or price quotations
21. The Municipality reserves the right to appoint and not to appoint.
22. All tender prices must be inclusive of VAT for all registered VAT vendors.
23. All bid prices must be in RSA currency and inclusive of VAT. All prices and details must be legible / readable to ensure the bid will be considered for adjudication.
24. In the instance of a term tender (period longer than one year), please indicate the estimated annual price increase and the intervals of such increases.
25. All bids must be submitted on the official forms and may not be re-typed, copied or scanned.
26. Bids will be opened immediately after the closing date and time in a venue to be indicated.
27. No bids will be accepted from persons in the service of the state as it is defined in the Municipal Finance Management Act and Regulations.
28. The supply chain management policy of Mogale City Local Municipality allow persons aggrieved by decisions or actions taken by the municipality in the implementation of its supply chain management system, to lodge within fourteen (14) days of the decision or action a written objection or complaint to the municipality against the decision or action.
29. Tender documents may be downloaded from e-tender portal at www.etenders.gov.za as well as www.mogalecity.gov.za

MR MAKHOSANA MSEZANA
MUNICIPAL MANAGER

DECLARATION OF BIDDER/S MUNICIPAL ACCOUNT(S)

NAME OF BIDDING ENTITY.....

Declaration in terms of paragraph 38(1)(d)(i) of the Supply Chain Management Policy of the MCLM irrespective of the contract value of the bid:

NB: Please not that this declaration must be completed by all bidders

- (i) I, the undersigned hereby declare that the signatory to this tender document; is duly authorised and further declare:
- (ii) That the bidding entity as well as all its directors /shareholders must submit Municipal account which is not more than three (3) months in arrears or valid lease agreement which is in the name of the business and or the directors, which must stipulate who is responsible for payment of municipal services.
- (iii) That the copy of the lease agreement/municipal account in the name of the bidding entity and Lessee will only be accepted if water and lights are part of lease payment.
- (iv) I acknowledge that should it be found that any Municipal Rates and Taxes or Municipal charges as set out in (ii) above are in arrears for more than three (3) months, the bid will be rejected and MCLM may take such remedial action as is required, including the rejection of the bid and/or termination of the contract. (Unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids)
- (v) The following account/s of the bidding entity has reference:

Municipality	Account number
.....
.....
.....
.....

(NB: if insufficient space above, please submit on a separate page)

(vi) If the Bidding Entity operates from home/ family place and is not responsible for Municipal account, the bidder must sign **Declaration of Municipal Account**.

	Yes	No
Bidding entity who operates from informal settlement		
NB: if yes, the Bidding Entity operates from informal settlement and is not responsible for Municipal account/services; <ul style="list-style-type: none"> The bidder must submit confirmation on Municipality/Metro letterhead signed and stamped from the ward councilor/delegate. 		
Bidding entity who operates from a property owned by a director / member / partner		
Bidding entity who operates from somebody else's property (non-Rental paying) N.B: If yes, attach confirmation affidavit of the property owner confirming who is responsible for payment of water and lights.		
Bidding entity who rent premises from a landlord N.B: Attach lease agreement which stipulate who is responsible for payment of Municipal services.		
Other (Please specify)		

(vii) If the Bidding Entity operates from home/ family place and is not responsible for municipal account, the bidder must submit Sworn Affidavit. **(Applicable to Joint Venture / Consortium only)**

	Yes	No
Bidding entity who operates from informal settlement		
NB: if yes, the Bidding Entity operates from informal settlement and is not responsible for Municipal account/services. <ul style="list-style-type: none"> the bidder must submit confirmation on Municipality/Metro letterhead signed and stamped from the ward councilor/delegate. 		
Bidding entity who operates from a property owned by a director / member / partner		
1.		
2.		
Bidding entity who operates from somebody else's property (non-Rental paying) N.B: If yes, attach confirmation affidavit of the property owner confirming who is responsible for payment of water and lights.		
Bidding entity who rent premises from a landlord N.B: Attach lease agreement which stipulate who is responsible for payment of Municipal services.		
Other (Please specify)		

Signed at this day 20.....

Name of Duly Authorised Signatory (Please print)

Authorised Signature:

As witness: 1

2



T2.2.4 MCLM CORPORATE SOCIAL RESPONSIBILITY

Mogale City Corporate Social Responsibility

In terms of Mogale City Corporate Responsibility, non-Mogale City based Services Providers will contribute two (2) percent of the Contract value to Mogale City.

Please provide your registered address:

.....

.....

.....

Please indicate if you are a Mogale based:

YES	NO
------------	-----------

If not Mogale City based, a person duly authorized by the tenderer must complete and sign the declaration herewith in detail.

Declaration by Tenderer

I, the undersigned hereby declare and confirm that we accept the contribution towards the Mogale City Corporate Social Responsibility, by the deduction of two percent (2%) on all payment made.

Signed	Date
Name	Position
Tenderer	

DECLARATION OF INTEREST

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

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....
.....

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

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or

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

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

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

3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

AMENDED PREFERENTIAL PROCUREMENT REGULATIONS WITH EFFECT FROM 1ST APRIL 2017

APPLICATION

2. These Regulations apply to organs of state as envisaged in the definition of organ of state in section 1 of the Act.1

IDENTIFICATION OF PREFERENCE POINT SYSTEM, DESIGNATED SECTOR, PRE-QUALIFICATION CRITERIA, OBJECTIVE CRITERIA AND SUBCONTRACTING

1. An organ of state must-

(a) determine and stipulate in the tender documents-

(i) the preference point system applicable to the tender as envisaged in regulation 6 or 7; or

1 The definition of “organ of state” in section 1 of the Act in paragraph (a) to (e) includes-

- a national or provincial department as defined in the Public Finance Management Act, 1999;
- a municipality as contemplated in the Constitution;
- a constitutional institution as defined in the Public Finance Management Act;
- Parliament;
- a provincial legislature.

Paragraph (f) of the definition of organ of state in section 1 of the Act includes any other institution or category of institutions included in the definition of “organ of state” in section 239 of the Constitution and recognised by the Minister by notice in the *Government Gazette* as an institution or category of institutions to which the Act applies. Government Notice R. 501 of 8 June 2011 recognises, with effect from 7 December 2011, all public entities listed in Schedules 2 and 3 to the Public Finance

Management Act, 1999, as institutions to which the Act applies. Note should be taken of notices issued from time to time in terms of paragraph (f) of this definition

The application of these Regulations is also subject to applicable exemptions approved in terms of section 3 of the Act.

(ii) if it is unclear which preference point system will be applicable, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system;

(b) determine whether pre-qualification criteria are applicable to the tender as envisaged in regulation 4;

(c) determine whether the goods or services for which a tender is to be invited, are in a designated sector for local production and content as envisaged in regulation 8;

(d) determine whether compulsory subcontracting is applicable to the tender as envisaged in regulation 9; and

(e) determine whether objective criteria are applicable to the tender as envisaged in regulation 11.

PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT

4.(1) If an organ of state decides to apply pre-qualifying criteria to advance certain designated groups, that organ of state must advertise the tender with a specific tendering condition that only one or more of the following tenderers may respond-

- (a) a tenderer having a stipulated minimum B-BBEE status level of contributor;
- (b) an EME or QSE;
- (c) a tenderer subcontracting a minimum of 30% to-
 - (i) an EME or QSE which is at least 51% owned by black people;
 - (ii) an EME or QSE which is at least 51% owned by black people who are youth;
 - (iii) an EME or QSE which is at least 51% owned by black people who are women;
 - (iv) (iv) an EME or QSE which is at least 51% owned by black people with disabilities;
 - (v) (v) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
 - (vi) a cooperative which is at least 51% owned by black people;
 - (vii) (vii) an EME or QSE which is at least 51% owned by black people who are military veterans;
 - (viii) an EME or QSE.

(2) A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.

SUBCONTRACTING AS CONDITION OF TENDER

9.(1) If feasible to subcontract for a contract above R30 million, an organ of state must apply subcontracting to advance designated groups.

(2) If an organ of state applies subcontracting as contemplated in sub-regulation

(1), the organ of state must advertise the tender with a specific tendering condition that the successful tenderer must subcontract a minimum of 30% of the value of the contract to-

(a) an EME or QSE;

(b) an EME or QSE which is at least 51% owned by black people;

(c) an EME or QSE which is at least 51% owned by black people who are youth;

(d) an EME or QSE which is at least 51% owned by black people who are women;

(e) an EME or QSE which is at least 51% owned by black people with disabilities;

(f) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;

(g) a cooperative which is at least 51% owned by black people;

(h) an EME or QSE which is at least 51% owned by black people who are military veterans; or

(i) more than one of the categories referred to in paragraphs (a) to (h).

(ii)

(3) The organ of state must make available the list of all suppliers registered on a database approved by the National Treasury to provide the required goods or services in respect of the applicable designated groups mentioned in sub regulation (2) from which the tenderer must select a supplier.

SUBCONTRACTING AFTER AWARD OF TENDER

12.(1) A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.

(2) A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

(3) A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

**MOGALE CITY LOCAL MUNICIPALITY
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 80/20 PREFERENCE POINT SYSTEM FOR ACQUISITION OF GOODS, SERVICES AND WORKS SERVICES FOR RAND VALUE EQUAL TO AND ABOVE R30 000 AND UPTO TO 50 MILLION (all applicable taxes included); and
- 90/10 PREFERENCE POINT SYSTEM FOR ACQUISITION OF GOODS, SERVICES AND WORKS WITH RAND VALUE ABOVE R50 MILLION (all applicable taxes included).

1.2 The value of this bid is estimated to the value equal to and above R30Million (all applicable taxes included) and therefore the 80/20... preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

80/20 PREFERENCE POINT SYSTEM FOR ACQUISITION OF GOODS, SERVICES AND WORKS SERVICES FOR RAND VALUE EQUAL TO AND ABOVE R30 000 AND UPTO TO 50MILLION

- 1) (a)(i) The following formula must be used to calculate the points for price in respect of tenders(including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R50 MILLION (inclusive of all applicable taxes included):

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

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

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{min} = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME.

(Tick applicable box)

YES		NO	
-----	--	----	--

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

9.8 Total number of years the company/firm has been in business:.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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.

10. **Previous experience**

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work).

Description	Value (R, VAT excluded)	Year(s) executed	Reference		
			Name	Organization	Tel no

10.1 **Staffing Profile**

Provide information on key staff you intend utilizing on this contract, should it be awarded to you.

Name	Position in your organization	Qualifications	Experience

10.2 Infrastructure and resources available to execute this contract

10.2.1 Physical facilities

Description	Address	Area (m²)

10.3 Plant and equipment

Description : Plant and equipment owned (or to be rented)	Number of units

10.4 List of shareholders by Name, Position, Identity number, Citizenship, HDI status and ownership as relevant.

Name	Date/Position Occupied in Enterprise	ID Number (please attach certified copies of ID's)	Date RSA Citizenship obtained	HDI	Women	Disabled	Youth (person not older than 35 years of age)	% of business/ enterprise owned
							Total	100%

8.14 List of shareholders by Name, percentage (%) of business/enterprise owned, residential address.

Full Name	Identity (ID) Number (please attached certified copies of ID's)	% of business/ enterprise owned	Residential address

9. AUTHORITY FOR SIGNATORY

Please note that the sole proprietors or “one person business” are not required to submit an official and duly signed authority of signatory.

Signatories for close corporations and companies shall confirm their authority by signing on behalf of the company/firm **by attaching to this page** a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

Printed on company letterhead:

“ By resolution of the board of directors passed on _____ 20 _____

Mr _____

has been duly authorized to sign all documents in connection with the bid for

Tender _____ No _____

and any Contract, which may arise there from on behalf of

SIGNED ON BEHALF OF THE COMPANY _____

IN HIS CAPACITY AS _____ CAPACITY AS _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

AS WITNESSES: 1 _____

2 _____

10. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

MOGALE CITY LOCAL MUNICIPALITY

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>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</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)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <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:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

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

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

.....
Signature	Date
.....
Position	Name of Bidder

GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
JULY 2010**

**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**
July 2010

THE NATIONAL TREASURY: Republic of South Africa 2

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GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
THE NATIONAL TREASURY: Republic of South Africa 3
General Conditions of Contract

- 1. Definitions** 1. The following terms shall be interpreted as indicated:
- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of 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 of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY: Republic of South Africa 4

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price have been or are still To be imported (whether by the supplier or his subcontractors) and which costs Are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the Factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY: Republic of South Africa 5

Supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

1.26 "Tort" means in breach of contract.

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

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

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

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

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions 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 municipality/municipal entity 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.

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

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

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

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

6. Patent Rights

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

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

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.

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

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

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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:

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- (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.

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

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22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser 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 judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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23.7 . If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. 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.

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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.

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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 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.

35. Prohibition of restrictive practices:

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of **restrictive practices** 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned

TENDERS TO BE EVALUATED ON FUNCTIONALITY

- 5.(1) An organ of state must state in the tender documents if the tender will be evaluated on functionality.
- (2) The evaluation criteria for measuring functionality must be objective.
- (3) The tender documents must specify-
 - (a) the evaluation criteria for measuring functionality;
 - (b) the points for each criteria and, if any, each sub-criterion; and
 - (c) the minimum qualifying score for functionality.
- (4) The minimum qualifying score for functionality for a tender to be considered further-
 - (a) must be determined separately for each tender; and
 - (b) may not be so-
 - (i) low that it may jeopardise the quality of the required goods or services; or
 - (ii) high that it is unreasonably restrictive.
- (5) Points scored for functionality must be rounded off to the nearest two decimal places.
- (6) A tender that fails to obtain the minimum qualifying score for functionality as indicated in the tender documents is not an acceptable tender.
- (7) Each tender that obtained the minimum qualifying score for functionality must be evaluated further in terms of price and the preference point system and any objective criteria envisaged in regulation 11.

TERMS OF REFERENCE

SUPPORT AND MAINTENANCE OF AN EXISTING ALCATEL-LUCENT PABX VOICE INTERNET PROTOCOL (VOIP) SYSTEM FRONT-END AND BACK-END INFRASTRUCTURE, PROVISION OF WAN SOLUTION (WAN/PRI /MPLS) INTERNET CONNECTIVITY FOR ALL MUNICIPAL OFFICES FOR A PERIOD OF THREE (3) YEARS

1. PURPOSE

The purpose of this report this is to acquire support and maintenance of the existing Alcatel-Lucent PABX Voice over Internet Protocol (VoIP) system front-end and back-end infrastructure, provision of WAN Solution (WAN/PRI/MPLS) and internet connectivity for all MCLM municipal offices for a period of 3 years.

2. BACKGROUND

MCLM appointed a service provider for VoIP, Internet, WAN and Call Centre services back in 2017 and the implementation was done with success, however the contract is coming to an end. MCLM needs to appoint a service provider who will be able to support the current existing infrastructure.

2.1 The current MCLM Unified Collaboration Solution Overview comprises of the following:

- 2.1.1 The municipality is using **Alcatel Lucent Omni Vista Client 8770 3.2**
- 2.1.2 1500 Smart Desk Phones (Alcatel Lucent 8001 Desk phone, Alcatel Lucent 8038, Premium Desk phone, Alcatel Lucent 8088 Smart Desk phone, Yealink T49G Video Phones (video conferencing)
- 2.1.3 The current solution integrates all MCLM offices (Unified Communications / Mobility; VoIP; Data infrastructure;
- 2.1.4 Telephone Management System Communication Manager allows that when a call terminates, a pin code must be entered to make the next call;
- 2.1.5 The current solution gives MCLM flexibility to use other products that may derive better value than vendor's products;
- 2.1.6 The current UC is deployable on applications within an existing data centre framework and it's not depend on the purchase of any particular vendor proprietary overlay SIP control;
- 2.1.7 The current solution supports multiple deployment models - Industry standard server and for deployment in virtualized environments;
- 2.1.8 MCLM current environment allows virtualization on any hardware, which is vendor neutral, this allows the MCLM using the lowest cost, best fit hardware for the environment.

2.2 The current Telephone Management System offers the following functions

2.2.1 Telephone bill reduction / cost saving

Support the current Lucent PABX functionality

2.2.2 Proper Telephone Management console (TMS) - Telephone Management System Communication Manager

2.2.3 **The** support and maintenance required should be able to support up to 1500 users. MCLM current desktop phones models are (Alcatel Lucent 8001 Desk, Alcatel Lucent 8088 Smart Desk phone, Alcatel Lucent 8030 Premium Desk)

2.2.4 Billing Management

The billing module caters for up to 1500 users

2.2.5 Reporting Module (User location, unit, expenditure per period/time)

The report generates reports e.g. user location, unit, expenditure per period/time.

2.2.6 Pin code facilities

Support of pin code generating module and support users in need of new pin codes

2.2.7 Call Centre Solution

Support of MCLM Call Centre

2.2.8 WAN Solution

Support on voice and data infrastructure (MPLS/PRI's)

2.2.9 Video & Voice Conferencing

3 SCOPE OF WORK

3.2 IP CURRENT PABX CORE SYSTEM (BACK-END)

3.1.1 OVERVIEW (BACK-END):

3.1.1.1 The current PABX solution is fully **Alcatel Lucent Omni Vista Client 8770 3.2**

3.1.1.2 PABX with full IP platform

3.1.1.3 The system supports intelligent routing: All offices route local fixed traffic (voice and fax) through the provisioned ports and ISDN interfaces. Inter-branch, National Mobile;

3.1.1.4 Fixed line calls are routed over the SIP trunk;

3.1.1.5 The fax gateway is connected to voice gateway;

3.1.1.6 Fully equipped cabinet, inclusive of power, fans and accessories is stationed at MCLM data centre room;

3.1.2 DELIVERABLES FOR BACK- END

3.1.2.1 The service provider is required to give SIP trunking rates per minute, note not per second rate for calls terminating to all networks;

3.1.2.2 Diagram should be attached of how the support and maintenance solution will be structured i.e. (Point to point connection.) and costing thereof if there is any.

3.1.2.3 The tenderer shall describe how system data will be backed up to ensure 100% data integrity.

3.1.2.4 Maintenance of the current reduced duplication of infrastructure and end devices.

3.1.2.5 Quality of Service needs to be implemented.

3.1.2.6 Immediate contact through any to any communications and real-time presence awareness - internal office interlinking capacity;

3.2 IP TELEPHONY SYSTEM (FRONT-END)

3.2.1 OVERVIEW (FRONT-END):

a) The municipality own the following handset:

3.2.1.1 Alcatel Lucent 8001 Desk phone,

3.2.1.2 Alcatel Lucent 8038 Premium Desk phone

3.2.1.3 Alcatel Lucent 8088 Smart Desk phone

3.2.1.4 Yealink T49G Video Phones (video conferencing)

3.2.2 DELIVERABLES FOR FRONT-END

3.2.2.1 The support and maintenance for IP telephone has up to 1 500 users. MCLM current desktop phones models are (Alcatel Lucent 8001 Desk, Alcatel Lucent 8088 Smart Desk phone, Alcatel Lucent 8038 Premium Desk; Yealink T49G Video Phones (video conferencing)

3.2.2.2 The preferred service provider must ensure effective and efficient support and maintenance of the end users and improved productivity.

3.3 TELEPHONE MANAGEMENT SYSTEM

3.3.1 Telephone Management System (TMS) Communication Manager Overview

3.3.1.1 The Municipality is utilising a Telephone Management System Communication Manager to:

- 3.3.1.1.1 Manage usage of telephone (call barring)
- 3.3.1.1.2 Billing Management
- 3.3.1.1.3 Generate Monthly reports
- 3.3.1.1.4 Issue PIN codes

3.3.2 DELIVERABLES FOR TMS

3.3.2.1 The service provider must provide MCLM with a software license for the current TMS Communication Manager used for centralized web based telephone management system for: reporting, configuration and monitoring of all site.

3.4 WIDE AREA NETWORK (WAN)

3.4.1 WIDE AREA NETWORK OVERVIEW

- 3.4.1.1 The network at present utilises Civic Centre as the main hub site.
- 3.4.1.2 Connections to remote offices are currently delivered using either leased lines.

4 The MPLS are leased

OUR CURRENT LAN CONNECTIVITY IS SHOWN ON THE BELOW DIAGRAM:

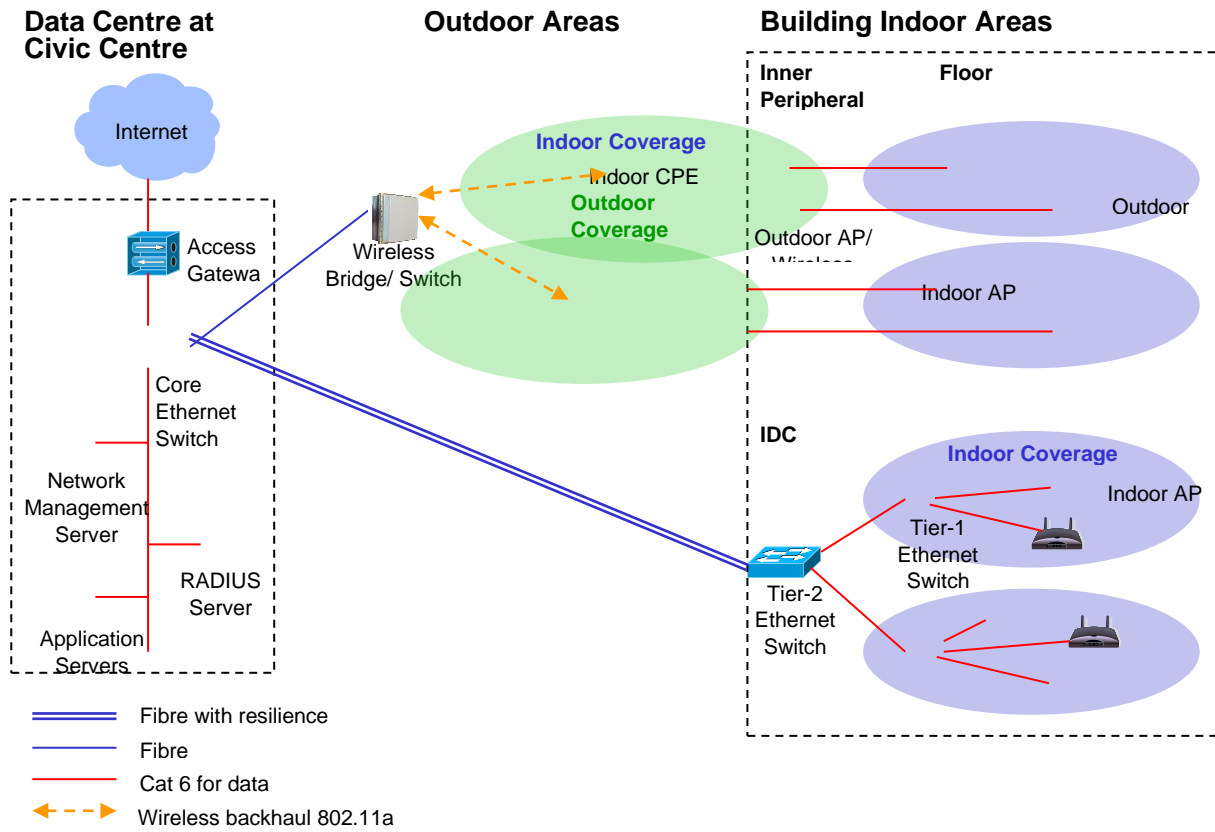


Fig. 1.1 – MCLM LAN Network

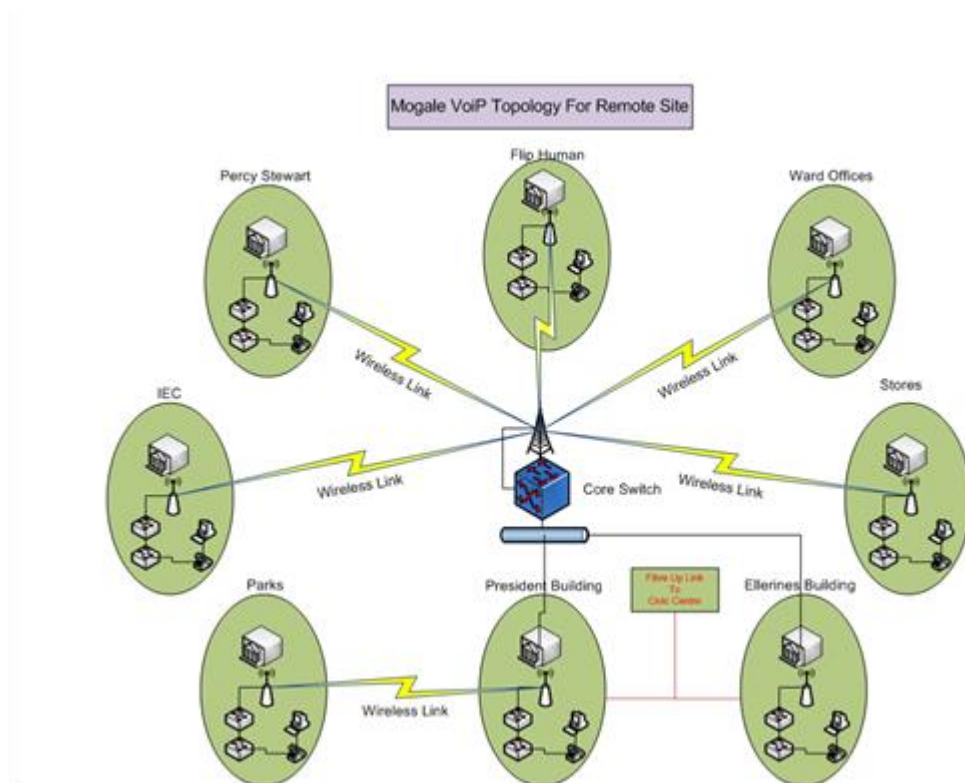


Fig. 1.2 – MCLM WAN Network

3.4.2 DELIVERABLES FOR WIRELESS SOLUTION

- 3.4.2.1 Service provider should integrate existing MCLM ICT infrastructure (LAN/WAN)
- 3.4.2.2 The 802.1q/1p VLAN Traffic Marking - In the trunk mode, 802.1p Traffic marking on voice and video traffic should be allowed.
- 3.4.2.3 Traffic prioritization - By configuring the AP, the AP should allow the voice and video traffic. Voice to have a higher priority and should be transmitted first.
- 3.4.2.4 Quality of Service – The service provider must configure the Port-based QoS;
- 3.4.2.5 WAN (Wide Area Network) Interface - The AP (Access Point) should provide a Fast Ethernet port or a 802.11a wireless backhaul for WAN connection

NB: 1. Service Provider should note that the Network Management Server (Network Performance and Monitoring tool), RADIUS authentication server and other necessary application servers should be installed at the Data Centre

2. Bidders must submit a WAN proposal that must clearly illustrate the bidder's capability against the required specifications and desired outcomes, including the following:

PRE-QUALIFICATION SCORING SHEET (The bidder must complete this table)

ITEM	DESCRIPTION	YES	NO
1.	Is the installers technically certified by proposed equipment manufacturer?		
2.	Is the bidder an Alcatel Approved partner?		
3.	Does the bidder have a valid ICASA certificate to operate at Mogale City?		
4.	Are at least three (3) members of the installation team Cisco CCNP Certified		

3.5 INTERNET CONNECTIVITY

3.5.1 INTERNET CONNECTIVITY OVERVIEW

3.5.1.1 The Municipality is currently running a 50Mbps line with and a redundancy line of 4Mbps.

3.5.2 DELIVERABLES FOR INTERNET CONNECTIVITY

3.5.2.1 The bidder is invited to provide MCLM with connectivity to the public Internet for the period of thirty-six (36) months;

3.5.2.2 The bidder should describe the current network topology and foreseen development.

3.5.2.3 The offer shall specify the guaranteed speed of 100 Mbps throughput.

3.5.2.4 The solution should provide the backup internet line of 50 Mbps guaranteed as a redundancy.

3.5.2.5 The preferred ISP is required to host and manage "mogalecity.gov.za" domain.

3.6 CALL CENTRE/CRM SYSTEM

3.6.1 CURRENT CALL CENTRE SYSTEM OVERVIEW

3.6.1.1 CALLS/AGENTS;

3.6.1.1.1 Inbound/outbound calling;

3.6.1.1.2 Caller music-on-hold;

3.6.1.1.3 Call monitor/Assist;

3.6.1.1.4 Custom caller IDs;

3.6.1.1.5 Real-time agent state: Ready, Do not Disturb, Logged Off, Inbound Call, Outbound Call, Ringing, Disconnect and more

3.6.1.2 Queue Monitor (on management screen and lcd for call centre agents)

Queue monitoring and real-time call centre activity data. The applications should assist management to monitor and manage agents, and view real-time performance data.

- 3.6.1.2.1 Unlimited queues;
- 3.6.1.2.2 Real-time agent state;
- 3.6.1.2.3 Ready, do not Disturb, Logged Off, Inbound Call, Outbound Call, Ringing, Disconnect

3.6.1.3 CALL DISTRIBUTION

- 3.6.1.3.1 Unlimited call queues
- 3.6.3.2 Call forwarding
- 3.6.3.3 Call out(VOIP)
- 3.6.3.4 Caller IDs

3.6.1.4 Reports and Statistics

Easily accessible graphical reports of call centre activity, with remote access to call centre statistics and call recording.

- 3.6.1.4.1 Graphical queue reports
- 3.6.1.4.2 Real-time queue and agent data
- 3.6.1.4.3 Interactive management

3.6.1.5 Call Management

Management and monitoring of calls and real-time activity data. This application should assist us to view on-call agent activity.

- 3.6.1.5.1 Queue and call status
- 3.6.1.5.2 Agent status
- 3.6.1.5.3 Time based, real-time statistics
- 3.6.1.5.4 One-click call monitoring
- 3.6.1.5.5 One-click agent assist

3.6.1.6 CURRENT STATUS

- 3.6.1.6.1 Total # of logged on agents
- 3.6.1.6.2 Total # of on call agents
- 3.6.1.6.3 Total # of agents waiting for calls
- 3.6.1.6.4 Total # of not ready agents

3.6.1.7 REPORTING (DAILY, WEEKLY, MONTHLY, QUARTERLEY AND ANNUALLY)

- 3.6.1.7.1 Average speed to answer
- 3.6.1.7.2 Average call handling duration
- 3.6.1.7.3 Total calls
- 3.6.1.7.4 Total calls answered

- 3.6.1.7.5 Total calls abandoned
- 3.6.1.7.6 Percentage calls answered
- 3.6.1.7.7 Percentage calls abandoned

3.6.2 DELIVERABLES FOR CALL CENTRE SYSTEM

The current call centre system need to be upgraded to a module that provide the following requirements

- 3.6.2.1 Agent music-on-idle
- 3.6.2.2 Agent call recording
- 3.6.2.3 Agent to caller (recording playback)
- 3.6.2.4 Call return
- 3.6.2.5 Schedule statistics by email
- 3.6.2.6 Total # of calls in queue
- 3.6.2.7 Longest waiting call in queue

4.1 Interactive Voice Response (IVR)

- 4.2 .1 Auto-attendant(IVR)
- 4.3 .2 Multiple auto-attendants
- 4.4 .3 IVR authentication
- 4.5 .4 IVR account number verification/validation
- 4.6 .5 Upload voice prompts
- 4.7 .6 Schedule audio activation

4.2 FURTHER REQUIREMENTS

- 4.2.1 Provide a detailed response regarding your after sales/ maintenance/ support, service provider must submit a clear maintenance and service philosophy,
- 4.2.2 The service provider must have an Agreement in place directly with the supplier or OEM. The service provider must submit certified copies of the agreements or an original letter, on the letter head from the OEM confirming that such agreement is in place:
- 4.2.3 The service provide must explain what measures will be taken to minimize or eliminate voice traffic overflow;
- 4.2.4 Software must be continuously upgraded to the latest version for the duration of the contract at no cost to the MCLM;
- 4.2.5 The change manager/ Service provider shall provide the following:

- Section 1: A management summary from a back, middle, end contracts
- Section 2: The development of a change management plan and strategy that will ensure that all issues that could have an impact on the project are addressed
- Section 3: A technical summary of the WAN solution with schematics.
- Section 4: A full parts listing (hardware / software licenses) and pricing schedule
- Section 5: Reference site address, contact and brief description of works undertaken
- Section 6: A copy of the support contract including Service Level Agreements
- Section 7: A high-level project plan showing key milestones.
- Section 8: Benefits for the organization within the contract lifecycle of this project.
- Section 9: Copy of all sub contractual agreements.

4.2 SPECIAL CONDITIONS

- 4.3.1 Service provider must tender for all required services specified on the tender document including VoIP, Internet connectivity, Call centre and WAN solutions.
- 4.3.2 Service Provider must have ECSN issued by ICASA (geographical area Mogale City)
- 4.3.3 Service Provider must be accredited with a valid MICT SETA
- 4.3.4 Service Provider must be accredited with a valid ISO 9001:2015
- 4.3.5 for skills transfer/development purposes.
- 4.3.6 Field service technicians should respond within two hours during the incidence report.
- 4.3.7 A pool of at least three field service technicians need to be made available for support activities as they arise.
- 4.3.8 Bidders may have or outsource a NOC (Network Operations Centre) which is manned 24/7/365.
- 4.3.9 Proactive monitoring must be supplied, MCLM will supply VPN access for this service.
- 4.3.10 Monthly reports and monthly performance review and reporting meetings must be held
- 4.3.11 All supplied networking and power backup components must be added to the bidder's Network Management System (NMS) platform for proactive monitoring purposes.
- 4.3.12 Mean-time-to-repair for all required sites must not exceed 8 hours.
- 4.3.13 Bidders need to keep stock of replacement components to ensure MTTR compliance.
- 4.3.14 The SLA commercial proposal must include an 'All Risk' warranty whereby cover is provided for loss related to fire, theft, vandalism, lighting and electrical damage.
- 4.3.15 The SLA commercial proposal must cover all foreseen and unforeseen costs for the duration of the agreement
- 4.3.16 All proposed microwave equipment must utilise licensed RF spectrum e.g. (28Ghz)
- 4.3.17 All data throughput must be supplied in an uncontended manner, required contention ratio is 1:1.
- 4.3.18 IP MTU of 9000 bytes must be supported.
- 4.3.19 Individual link availability must be no less than 99.9%.
- 4.3.20 All data throughput capacities must be proposed based on OSI L2 full duplex.
- 4.3.21 All equipment provided must be MEF 2.0 Compliant
- 4.3.22 Bidder must supply a full integrated network diagram after implementation.
- 4.3.23 The municipality will conduct an inspection loco for shortlisted bidders.

5 PRICING SCHEDULE

All service providers are required to use the attached compliance pricing schedule to indicate the following:

- 5.1 Their prices Pricing Schedule A
Prices MUST be VAT inclusive
- 5.2 Kindly indicate any additional hardware or software requirements to enable applications / features.
- 5.3 LIST any other related charges
- 5.4 A cost breakdown is required over a 3-year period detailing the following yearly license fees and SLA Maintenance fees

PRICING SCHEDULE: A

Table A: SUPPORT & MAINTENANCE FOR IP CURRENT PABX CORE SYSTEM (BACK-END)

ITEM NO.	ITEM DESCRIPTION	QUANTITY	TOTAL PRICE
1.	Support PBX – Controller Hardware/software	1	
2	Support VoIP Controller Software	1	
3.	Support TMS System with Budget Barring	1	
4	Support Operator Console	1	
5	Upgrade & Support Call Centre System	1	
6	Switchboard Support & Maintenance (Alcatel code: 4059eeIPUSB Keyboard/ 4059 Ext Edition # 12001 Core Ref3BA00637UB Screen)	3	
	TOTAL		

The below table is to be completed by the service provider, this will be used to **determine** the TMS function on how much the municipality will pay per second on calls

INCOMING AND OUTGOING CALL CHARGES

Table A1: Outgoing Call Charges

Outgoing Call Origin	Per second billing (rate)
Toll free	
Shared call	
Local	
National	
Cellular	

Table A2: Incoming Call Charges

Incoming Call Origin	Per second billing (rate)
Toll free	
Shared call	
Local	
National	
Cellular	

Table B: SUPPLY OF IP TELEPHONY SYSTEM (FRONT-END)

ITEM NO.	ITEM DESCRIPTION	QUANTITY	TOTAL PRICE
1.	IP handset device (Alcatel Lucent 8001 Desk phone)	1	
2.	IP handset device (Alcatel Lucent 8038 Premium Desk)	1	
3.	IP handset device (Alcatel Lucent 8088 Smart Desk phone)	1	
4.	Yealink T49G Video Phones (video conferencing)	1	
5.	Phone headsets Jabra Model HSC023 (for as and when required)	1	
	TOTAL		

Table C: SOFTWARE/HARDWARE LICENSES & INSTALLATION

ITEM NO.	ITEM DESCRIPTION	QUANTITY	TOTAL PRICE
1.	Installation/ Upgrades		
2.	Onsite Maintenance & Support for Year 1		
3.	Onsite Maintenance & Support for Year 2		
4.	Onsite Maintenance & Support for Year 3		
5.	Call Centre Supervisors Licenses Renewal	2	
6.	Call Centre Agents Licenses Renewal	18	
7.	SIP Truck Licenses	200	
8.	Alcatel Lucent Omni Vista Client 8770 License Renewal		
9.	TMS Licensing Renewal		
10.	DeskPhone license renewal (3 Years)		
11.	Primary Rate Interchange (PRI)	4	
	TOTAL		

Table D: Wide Area Network (WAN) WAN/PRI / MPLS

WAN Solution

ITEM NO.	ITEM DESCRIPTION	Bandwidth (should be scalable)	Monthly Fee	Total (x36 Months)
1.	WARD 1 MPLS Cnr of Sand Paper and Heron Streets,Lusaka,1753	5 Mbps (scalable to 100 Mpbs)		
2.	WARD 2 MPLS 2280 Columbia St, Rietvallei Ext.1, Kagiso 1753	5 Mbps (scalable to 100 Mpbs)		
3.	WARD 3 MPLS 4481 4 th Ave Rietvallei, Ext.2 Kagiso 1753	5 Mbps (scalable to 100 Mpbs)		
4.	WARD 4 MPLS 15488/48 Joseph Molatlwa, Ext.12, Kagiso2, 1754	5 Mbps (scalable to 100 Mpbs)		
5.	WARD 5 MPLS 17648 Geba St, Ext.12 Community Hall, Kagiso2, 1754	5 Mbps (scalable to 100 Mpbs)		
6.	WARD 6 MPLS 551 Azaadville Community Centre, Azaadville,	5 Mbps (scalable to 100 Mpbs)		
7.	WARD 7 MPLS 11270 Cnr Hinza and Utlwanong St, Ext.6, Kagiso2, 1754	5 Mbps (scalable to 100 Mpbs)		
8.	WARD 9 MPLS 10003 Kagiso Avenue, Kagiso 2,1754	5 Mbps (scalable to 100 Mpbs)		
9.	WARD 10 MPLS 2999 Odirile Maponya,Cnr Sebenzisa and Kagiso2,1754	5 Mbps (scalable to 100 Mpbs)		
10.	WARD 11 MPLS 1507 Khutsa St, Kagiso 2,1754	5 Mbps (scalable to 100 Mpbs)		
11.	WARD 12 MPLS 4113 Borabalo Street, Kagiso 2 1754	5 Mbps (scalable to 100 Mpbs)		
12.	WARD 14 MPLS 12552 Dastile Street, Kagiso 1,1754	5 Mbps (scalable to 100 Mpbs)		
13.	WARD 15 MPLS 12552 Dastile Street, Kagiso 1,1754	5 Mbps (scalable to 100 Mpbs)		
14.	WARD 16 MPLS 771 Cnr Victor & Lewis Street, Lewisham, Kdp	5 Mbps (scalable to 100 Mpbs)		
15.	WARD 18 MPLS 690 Monument, Khosa Club, Krugersdorp	5 Mbps (scalable to 100 Mpbs)		

16.	WARD 19 MPLS 10003 Kagiso Avenue,Kagiso 2,1754	5 Mbps (scalable to 100 Mbps)		
17.	Social Development at Kagiso 1145 Kgiso Avenue, Chief Mogale	5 Mbps (scalable to 100 Mbps)		
18.	WARD 21 MPLS 1568 Noordheuwel Clinic, Krugersdorp, 1739	5 Mbps (scalable to 100 Mbps)		
19.	WARD 22 MPLS Kadima Club ,PTN 183 Paardekraal, 177 IQ, Noordheuwel,	5 Mbps (scalable to 100 Mbps)		
20.	WARD 23 MPLS Plot 4 Rietfontein, Clinic Road, Muldersdrift	5 Mbps (scalable to 100 Mbps)		
21.	WARD 24 MPLS 1476 Mokgatle St,Community Hall, Munsieville, 1739	5 Mbps (scalable to 100 Mbps)		
22.	WARD 25 MPLS 1413 Bash Street, Munsieville 1739	5 Mbps (scalable to 100 Mbps)		
23.	WARD 26 MPLS Erf 1342 Flamming Avenue Paul Kruger Hall, Krugersdorp West, 1739	5 Mbps (scalable to 100 Mbps)		
24.	WARD 27 MPLS Munsieville Sports Hub Munsieville Ext4, 1739	5 Mbps (scalable to 100 Mbps)		
25.	WARD 30 MPLS Plot 8 Cecilia Street, Eldorado, Tarlton	5 Mbps (scalable to 100 Mbps)		
26.	WARD 31 MPLS No. 12 Rustenburg Road, Magaliesburg	5 Mbps (scalable to 100 Mbps)		
27.	WARD 32 MPLS Plot 216 of farm 504 IQ Hekpoort, Thusong Service Center	5 Mbps (scalable to 100 Mbps)		
28.	WARD 33 MPLS Nooitgedagcht	5 Mbps (scalable to 100 Mbps)		
29.	WARD 34 MPLS 5408 Rietvallei Ext 3A, Kagiso	5 Mbps (scalable to 100 Mbps)		
30.	Azaadville Library MPLS 551 Tajmahal Street, Azaadville	5 Mbps (scalable to 100 Mbps)		
31.	Desmond Tutu Library MPLS 1476 Mokgatle Street, Munsieville	5 Mbps (scalable to 100 Mbps)		
32.	Kagiso Library MPLS 9996 Kagiso Avenue, Kagiso 2	5 Mbps (scalable to 100 Mbps)		
33.	Krugersdorp Library MPLS Cnr Von Brandis & Market Street, Krugersdorp	5 Mbps (scalable to 100 Mbps)		

34.	Lewisham Library MPLS Cnr Victor & Lewis Street, Lewisham	5 Mbps (scalable to 100 Mbps)		
35.	Magaliesburg Library MPLS Ubuntu Arts & Craft Centre, Koster Rd, Magaliesburg	5 Mbps (scalable to 100 Mbps)		
36.	Muldersdrift Library MPLS Plot 318 Rietfontein Rd, Muldersdrift	5 Mbps (scalable to 100 Mbps)		
37.	Sakkie Nel Library MPLS 45 Flemming Avenue, Krugersdorp-West	5 Mbps (scalable to 100 Mbps)		
38.	Hekpoort MPLS Raid Centre, Hekpoort	5 Mbps (scalable to 100 Mbps)		
39.	Tarlton Library MPLS Cecilia street, Tarlton	10Mbps (scalable to 100 Mbps)		
40.	Krugersdorp Civic Centre MPLS Cnr Markert & Commissioner Street, Krugersdorp, 1739	10 Mbps (scalable to 100 Mbps)		
41.	Percy Steward Delporton Waste Dump Krugersdorp, 1739	5 Mbps (scalable to 100 Mbps)		
42.	Sterkfontein Cemetery Sterkfontein Street Krugersdorp, 1739	5 Mbps (scalable to 100 Mbps)		
43.	Flip Human MPLS S 26°11'04.4" E 027°46'26.7"	10Mbps (scalable to 100 Mbps)		
44.	License Department MPLS Cnr Carter and Miller road, Delporton, Krugersdorp, 1739	10Mbps (scalable to 100 Mbps)		
45.	DIEM / Parks MPLS Cnr Coronation & Paardekraal Rd, Krugersdorp, 1739	10Mbps (scalable to 100 Mbps)		
46.	Chamdor Yard MPLS No.1 Tudor Road, Chamdor, Krugersdorp	10Mbps (scalable to 100 Mbps)		
47.	Social Services MPLS Cnr Commissioner & Fountain Street, Krugersdorp	10Mbps (scalable to 100 Mbps)		
48.	Social Upliftment MPLS 63 Lagoi street, Burgershoop, Krugersdorp West, 1739	10Mbps (scalable to 100 Mbps)		
49.	Azaadville Sport Complex MPLS Minaar Street, Azaadville 1754	5 Mbps (scalable to 100 Mbps)		
50.	Azaadville Recreation Centre MPLS Orient Avenue, Azaadville 1754	5 Mbps (scalable to 100 Mbps)		

51.	Ga-Mogale Sports Complex MPLS Plot No-45, 505 JQ Blaaubank, Magaliesburg, 1739	5 Mbps (scalable to 100 Mbps)		
52.	Kagiso Central Sport Complex MPLS 121 IQ, Kagiso Avenue, Kagiso2, 1754	5 Mbps (scalable to 100 Mbps)		
53.	Kagiso Ext. 13 Sports Complex MPLS Stand no.17770/79 Kagiso 1754	5 Mbps (scalable to 100 Mbps)		
54.	Lusaka Sports Complex MPLS Portion 40, 241 IQ Rietvallei, Kagiso 1754	5 Mbps (scalable to 100 Mbps)		
55.	Muldersdrift Sports Complex MPLS Stand No. 217, Rietfontein Village, Muldersdrift, 1739	5 Mbps (scalable to 100 Mbps)		
56.	Munsieville Sports Complex MPLS 2388 Gopane Street, Munsieville 1739	5 Mbps (scalable to 100 Mbps)		
57.	Rietvallei Ext. 2 & 3 Sports Complex MPLS 4481 4 th Avenue, Rietvallei 2 & 3, Kagiso 1754	5 Mbps (scalable to 100 Mbps)		
58.	Johanna Botha Park MPLS Wagner Street, Krugersdorp West, 1739	5 Mbps (scalable to 100 Mbps)		
59.	Kagiso Swimming Pool MPLS 12552 Dastile Street, Lewisham, Kagiso 1, 1754	5 Mbps (scalable to 100 Mbps)		
60.	Magaliesburg Social Services MPLS No. 12 Rustenburg Road, Magaliesburg, 1739	10Mbps (scalable to 100 Mbps)		
61.	Magaliesburg Waste Dump MPLS Portion of the farm Blaaubank 505 JQ Ga-Mogale, Magaliesburg, 1739	5 Mbps (scalable to 100 Mbps)		
62.	Krugersdorp Waste Dump MPLS S 26°13'68.3" E 27°79'36.1"	5 Mbps (scalable to 100 Mbps)		
63.	Kagiso Social Upliftment MPLS 1145 Kagiso Avenue, Chief Mogale, Kagiso2, 1754	5 Mbps (scalable to 100 Mbps)		
64.	Kagiso Mall MPLS Cnr Kagiso Avenue & Main Reef road, Kagiso Mall, Kagiso2, 1754	5 Mbps (scalable to 100 Mbps)		
65.	Azaadville Swimming Pool MPLS Orient Avenue, Azaadville 1754	5 Mbps (scalable to 100 Mbps)		
66.	Krugersdorp West Swimming Pool MPLS Cnr Gould Street & Flemming Street Krugersdorp West, 1739	5 Mbps (scalable to 100 Mbps)		
67.	Kagiso 1 modular...address 652 Leeuw street kagiso 1	5 Mbps (scalable to 100 Mbps)		

68.	Munseville ext 4...address 4288 kamogelo street	5 Mbps (scalable to 100 Mbps)		
69.	Smokedown Modular library...address; Portion 151 vlakplaats 160IQ	5 Mbps (scalable to 100 Mbps)		
70.	kromdraai modular library.. .address : Portion 26 kromdraai 520 IQ	5 Mbps (scalable to 100 Mbps)		
71.	Taltorn library...address: Celia road taltorn Co-ordinates S26.05.202 E27 47. 252	5 Mbps (scalable to 100 Mbps)		
	TOTAL			

Table E: WAN Solution: WAN/PRI / MPLS SUPPORT & MAINTENANCE

ITEM NO.	ITEM DESCRIPTION	TOTAL PRICE
1.	Project Management	
2.	Installation	
3.	Onsite Maintenance & Support for Year 1	
4.	Onsite Maintenance & Support for Year 2	
5.	Onsite Maintenance & Support for Year 3	
	Total	

Table F: INTERNET CONNECTIVITY 100 MB PIPE

Item Description	Year 1	Year 2	Year 3	TOTAL
Corporate bandwidth 100 MB both national and international				
Backup internet link 50MB				
Support, Monitoring and Reporting				
2Hr SLA				
Public Domain Name Service (DNS) Management & Hosting				
Hardware cost (if any)				

Linking fiber connection to ISP if required				
TOTAL				

TABLE G: GRAND TOTAL COST

ITEM DESCRIPTION	TOTAL PRICE
Table A: SUPPORT & MAINTENANCE FOR IP CURRENT PABX CORE SYSTEM (BACK-END)	
Table B: SUPPLY OF IP TELEPHONY SYSTEM (FRONT-END)	
Table C: SOFTWARE/HARDWARE LICENSES & INSTALLATION	
Table D: Wide Area Network (WAN) WAN/PRI / MPLS	
Table E: WAN Solution: WAN/PRI / MPLS SUPPORT & MAINTENANCE	
Table F: INTERNET CONNECTIVITY 100 MB PIPE	
TOTAL	
VAT	
GRAND TOTAL	

The bidder shall indicate if the escalation percentage applicable to pricing on the 2nd and 3rd year of the contract shall either be linked to CPIX or Industry Fluctuations Rate or Exchange Rate.

.....

No bidder shall indicate escalation percentage without specifying any linkage with any of the above.

.....
Signature of a person authorized to sign tender document

.....
Date

10. TECHNICAL EVALUATION CRITERIA

- The below mentioned criteria regarding Functionality is required for responsiveness and therefore eligibility for the next stage of evaluation. This is done to determine the ability of each service provider to successfully execute the contract according to specifications.
- Failure to score the minimum of 32 points out of 40 points will lead to non – compliance and service provider will be rejected after this phase and not continue for price scoring.

NO	DESCRIPTION	WEIGHTS	MINIMUM SCORE
1	<p><u>Company reference site and track records for both VoIP, WAN and Internet services</u></p> <ul style="list-style-type: none"> • Expertise and experience in relation to the rendering of VoIP, WAN and Internet services. The company must attach the reference in respect of similar service rendered to other companies or municipalities. <ul style="list-style-type: none"> ○ 2 -3 Clients = 6 points ○ 4 -5 Clients = 8 points ○ 6 + Client = 10 points 	10	6
2	<p><u>Project Team and Organizational capabilities</u></p> <ul style="list-style-type: none"> • VoIP, WAN and Internet experience including CV's and certified qualifications of staff allocated to the project (minimum of three (3) members) <ul style="list-style-type: none"> ○ 1– 3 years 'experience = 3 points ○ 4 - 5 years 'experience = 4 points ○ 5+ years 'experience = 5 points • IT experience of staff allocated to the project (minimum of three (3)members) <ul style="list-style-type: none"> ○ 1– 3 years 'experience = 3 points ○ 4 - 5 years 'experience = 4 points ○ 5+ years 'experience = 5 points 	10	6
3	<p><u>Project management Methodology</u></p> <ul style="list-style-type: none"> ○ Functional & Technical Specification = 2 points ○ Integration = 2 points ○ Testing = 2 points ○ IT Architecture = 2 points ○ Business Analytics = 2 points 	10	10
4	<p><u>Provide proof of certificate</u></p> <ul style="list-style-type: none"> • ISP must have ECSN issued by ICASA) • ISO 9001:2015 	10	10
	TOTAL	40	32

- If any total minimum score for any criteria is zero rated, the tenderer will be rejected, even if the required 32 out of 40 points are achieved.
- For purposes of comparison and in order to ensure meaningful evaluation, service providers are requested to furnish detailed information in substantiation of compliance to functionality criteria mentioned.
- All information and particulars necessary to properly evaluate this tender must be furnished on submission. Incomplete particulars and documents required to substantiate the tenderer claims or insufficient documentary proof thereof will be construed to mean that the service provider is forfeiting the evaluation points in that regard.

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name and surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and I am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____% black owned;
- The enterprise is _____% black women owned;
- Based on the management accounts and other information available for the _____ Financial year, the income did not exceed R 10 000 000.00 (ten million rands);
- Please confirm in the table below the B-BBEE level of contributor, **by ticking the applicable box:**

100% Black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of the dti Codes of Good Practice.
5. I know and understand the contents of the affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature and Stamp

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name and surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and I am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____% black owned;
- The enterprise is _____% black woman owned;
- Based on the management accounts and other information available on the _____ financial year, the income did not exceed R50,000,000.00 (fifty million rands);
- The entity is an Empowering Supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3 (e) (**select one**) _____ of **the dti** Codes of Good Practice.
- Please confirm on the table below the B-BBEE level of contributor, **by ticking the applicable box**:

100% Black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	
(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%,	(b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	
(c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or assembly, and/ or packaging	(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities.		

1. I know and understand the contents of the affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
2. The sworn affidavit will be valid for a period of twelve (12) months from the date signed by the commissioner.

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature and Stamp

BID CHECKLIST

This list is aimed at assisting all bidders to submit complete bid documents.

Bidders are to check the following points before the submission of their tender document and to complete YES/NO next to each item as an indication that the bidder has complied with the provision of the item concerned. If any of the items are marked as NO – it might lead to the disqualification of your bid.

ITEM	DESCRIPTION	YES	NO
1.	Provide copy of your CSD registration report		
2.	Provide copy of your company VAT registration Certificate		
3.	Certified copies of ID's for company/entity directors		
4.	Tax clearance certificate and copy of tax compliance status (TCS) document has been submitted – in the name of the bidding entity		
5.	The bidding entity as well as all its directors/shareholders must submit Municipal account not more than three (03) months / ninety (90) days plus in arrears at the time of the closing date. No bid will be awarded to a company and its directors that owe more than three (3) months charges to any municipality or metro.		
6.	<p>A valid lease agreement which is in the name of the business and or directors /shareholders, which must stipulate who is responsible for payment of Municipal services;</p> <p>(Copy of the lease agreement will only be accepted if water and lights are part of lease payment). or</p> <p>If the Bidding Entity operates from informal settlement and is not responsible for Municipal account/services.</p> <ul style="list-style-type: none"> • The bidder must submit confirmation on Municipality/Metro letterhead signed and stamped from the ward councilor/delegate or <p>If the Bidding Entity operates from parents' place and is not responsible for Municipal account:</p> <ul style="list-style-type: none"> • The bidder must submit the property owner's Municipal account and a Sworn Affidavit of the property owner with and original stamp from the Commissioner of Oaths. 		
7.	<ul style="list-style-type: none"> ▪ Valid B-BBEE Rating Certificate or letter from registered auditor or Sworn Affidavit ▪ Consolidated B-BBEE certificate / letter in case of a trust, consortium or joint venture. 		

8.	All pages of the bid document have been read by the bidder and the returnable schedules and MBD 's forms duly completed and signed. e.g. MBD1, MBD 4 , MBD 6.1,MBD 8 AND MBD 9.		
9.	All pages requiring information have been completed in full and in black ink.		
10.	No pages removed from the tender document		
11.	A copy of the resolution of your Board of Directors, similar to the attached specimen, authorizing the signatory to sign the tender and the subsequent contracts, has been attached and signed.		
12.	JV agreement has been attached and signed (if applicable)		
13.	Bidder must attach the Central Supplier Database (CSD) registration report.		
14.	Pricing Schedule must be signed		
15.	In case of any amendments made, was it signed in full by the authorized signatory? Please note that the use of tipp-ex will lead to immediate disqualification.		
16.	Please declare any interest as required in terms of MBD - 4 truthfully and correctly as incorrect declarations are considered a criminal offence. <ul style="list-style-type: none"> ▪ Personal Tax Numbers included ▪ State Employee Number / Persal Number ▪ Identity number ▪ Name 		
17.	Please take note of the functionality evaluation criteria that will be applied to your submission in order to ensure that your company has the necessary capacity and capability to successfully execute this tender, if appointed. Ensure that sufficient information is included in your submission to ensure successful evaluation of your bid.		

PLEASE NOTE:

- ❖ **No contract will be awarded to a service provider, if the service provider or its directors are in arrears with their municipal accounts for more than three (3) months.**
- ❖ **In case of a Joint Venture, please note that individual documents have to be submitted for all parties in the JV, like tax clearance certificates, municipal accounts, etc.**
- ❖ **No communication with Mogale City Municipal officials are allowed after the closing date of the tender. The only authorized form of communication will be through the Supply Chain Management Office.**