Musina Local
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TENDER 20 - 2023/24

SUPPLY AND INSTALLATION OF THE INTEGRATED INFORMATION COMMUNICATION TECHNOLOGY INFRASTRUCTURE AND SOFTWARE SYSTEM FOR A PERIOD OF THREE YEARS

CLOSING DATE: 30 JULY 2024 @ 11:00

DETAILS OF TENDERER

Company name: _____

Address: _____

_____

Contact person: _____

Contact number: _____

Email address: _____

Bid amount (vat Inclusive) _____

CHECKLIST OF DOCUMENTATION TO BE ATTACHED

Tax Compliance Status Pin Issued	
Certified ID copies of all members / owners /directors / shareholders / Trustees	
Copy of municipal rates and taxes statement of account not older than three months for all directors and for the company	
Certified Copy of newest Financial Statements of company	
Central supplier database registration report	
All other documents as indicated in the General Conditions Document	
NB: **INITIAL <u>EVERY PAGE</u> OF THE TENDER DOCUMENT AT THE BOTTOM**	

Attach the above documentation to the back of the Tender Document. Should any of the above not be applicable, please indicate it in writing

INVITATION TO TENDER

YOU ARE HEREBY INVITED TO BID FOR THE FOLLOWING TENDER:
SUPPLY, INSTALLATION, CONFIGURATION, SUPPORT, MAINTENANCE AND HOSTING OF THE INTEGRATED INFORMATION COMMUNICATION TECHNOLOGY INFRASTRUCTURE AND SOFTWARE SYSTEMS; INCLUDING VOICE OVER INTERNET PROTOCOL, INTERNET CONNECTIVITY, WI-FI CONNECTIVITY, VIRTUAL PRIVATE NETWORK, FIREWALL, PHYSICAL SERVERS & VIRTUAL SERVERS AND DATA BACKUP & RECOVERY INFRASTRUCTURE, NETWORK, SYSTEMS AND SERVICES FOR A PERIOD OF THREE (03) YEARS / THIRTY SIX (36) MONTHS.

TENDER NUMBER	**20-2023/24**	**CLOSING DATE**	**30 JULY 2024**	**CLOSING TIME**	**11H00**

1. Purpose and Scope

Musina Local Municipality invites potential bidders for the Supply, Installation, Configuration, Support, Maintenance And Hosting of the Integrated Information Communication Technology Infrastructure And Software Systems; Including Voice Over Internet Protocol, Internet Connectivity, Wi-Fi Connectivity, Virtual Private Network, Firewall, Physical Servers & Virtual Servers And Data Backup & Recovery Infrastructure, Network, Systems And Services For A Period Of Three (03) Years / Thirty Six (36) Months.

2. Definitions

a) VOIP – Voice Over Internet Protocol
b) MLM – Musina Local Municipality
c) IP – Internet Protocol
d) VPN – Virtual Private Network
e) NGFW - Next Generation Firewall
f) MLM - Musina Local Municipality
g) Mbps - Megabits per second
h) QoS - Quality of Service
i) SLA - Service Level Agreement
j) SIP - Session Initiation Protocol
k) WAN - Wide Area Network
l) Wifi - Wireless Fidelity
m) AP -Access Point

3. Queries and Contract Information

All queries/inquiries regarding this bid must be submitted in writing via email to the Manager Supply Chain Management and Manager Information Communication Technology, who in turn will record receipt and furnish written response to the respective bidder. Telephonic queries/enquiries will not be entertained. Contact details for queries/enquiries on the bid are as follows:

Technical Specification Enquiries
Ms Lesedi Mokoena
Acting Manager: ICT
lesedim@musina.gov.za

Supply Chain Enquiries
Ms Mary Siziba
Manager SCM
marys@musina.gov.za

4. Technical Specifications

The specifications outlined below are minimum technical specifications requirements for the Supply, Installation, Configuration, Support, Maintenance and Hosting of the Integrated Information Communication Technology Infrastructure And Software Systems; Including Voice Over Internet Protocol, Internet Connectivity, Wi-Fi Connectivity, Virtual Private Network, Firewall, Physical Servers & Virtual Servers And Data Backup & Recovery Infrastructure, Network, Systems And Services. A bidder may exceed the minimum requirements but details of this must be included in the pricing notes, proposal and product brochures included in the response documentation.

4.1 VOIP TELEPHONE SYSTEM

4.1.1 The service provider is required to build and configure the hardware to the specification requirements outlined in this tender document and software to manage the system and allocation of PIN to users must be supplied by the service provider and the software must be accessible to ICT Officers remotely. Hardware will become municipal asset at outright purchase. Hardware equipment such as**:**

a) Router(s),
b) POE 10/100 Base Network Switches(s),
c) 10/100 Base IP Voice Devices and provide Cat 6 Ethernet Cables for each phone Install all required network Points (Cat6)
d) Install and Configure Switchboard IP Phones (x1)
e) Install and configure all required network point
f) VOIP PBX device including interface cards, gateways, and network
g) Software application that can manage

4.1.2 Handsets to be provided for the allocated areas are categorized as below;

Main switchboard phone with Expansion Module

Functionality/Capability

(a) Program 14 physical keys per module, 28 keys with “second page” in software
(b) Keys present up to 14 characters when active, enhancing user accuracy in call handling
(c) Two graphical, backlit, high-resolution colour displays makes viewing easy
(d) Get status of available staff with Busy Lamp Field (BLF) support
(e) View both voice message and missed call counts on the display
(f) One-, two-, and three-module configurations expand scalability and extend IP phone investment
(g) Power options include Power over Ethernet (POE) and a local power cube
(h) The Power Save Plus option reduces power consumption in off-hours

4.1.3 Standard IP Phone

Standard IP Phone provided for sites and quantities to be determined by the municipality.

Functionality/Capability

(a) Four line and programmable feature keys enable quick access to telephony features and staff
(b) High-resolution, graphical grayscale display makes viewing easier
(c) Dedicated fixed keys** ease communications for increased efficiency
(d) Built-in speakerphone adds freedom with hands-free communications
(e) Wideband for enhanced audio clarity is supported with handset, speaker, or a headset
(f) Line keys, Soft-keys, Two-way navigation and select keys, Hold/Resume, Transfer and Conference keys
(g) Messaging, Service and Directory keys
(h) Standard key pads.
(i) Volume Control toggle key
(j) Voice mail

4.1.4 Standard Phone

Standard IP Phone provided for sites and quantities to be determined by the municipality.

Functionality/Capability

(a) Single-line IP phone with support for up to two concurrent calls
(b) Graphical 128 x 32-pixel monochrome display with a two-way navigation button
(c) Full duplex speakerphone for flexibility with hands-free communications
(d) Fixed keys for common telephony features: hold, redial, transfer, and mute
(e) Foldable, single-position display stand to simplify wall-mount deployments

4.1.5 Voice Services

The proposed connectivity solution should include SIP account services and licensing and the voice services requirement are detailed as follows:

a) SIP account services with reduced call rates for the current on-site VoIP solution. The SIP account will be used at seven (7) sites outlined in item 5.

b) SIP Services at each site with no charges for interbranch calls.

c) The service provider is required to include a detailed listing of SIP tariffs per category

d) All incoming/outgoing lines should have failover redundancy in place in the event of connectivity outages.

e) The SIP trunking should be a scalable solution with the following minimum channel requirement per site:

Site	Site Name	Number of channels	Number of Network Switch	Number of users
1	Civic Centre	70	10	120
2	Municipal Workshop	5	1	20
3	Old Traffic Building	5	1	20
4	Nancefield Proper	5	1	25
5	New Traffic & Licensing Building	5	1	25
6	Madimbo Thusong Centre	5	1	5
7	Tourism Information Centre	5	1	5

4.1.6 The infrastructure equipment will be procured once off to become and remain the asset of Musina Local Municipality and therefore no monthly rentals for equipment is applicable.

4.1.7 The VOIP System must work independently from the current Local Area Network with its own network/VOIP/telephony equipment including VOIP PBX interface cards, gateways, and network, which must be supplied, delivered, installed, configured, and commissioned by the bidder.

4.1.8 The system must be deployed at seven (7) municipal sites and be capable of remotely connecting to the Musina Municipality Network at the Civic Centre (21 Irwin Street).

4.1.9 The system must overall be able to accommodate at least 220 users.

4.1.10 A dedicated internet line must be supplied, operated and maintained for the VOIP system.

4.1.11 A Telephone Management System for allocation of PIN codes, Management of the System and Reporting purpose must be included.

4.1.12 Software License Agreement will be applicable which must be included in the Bid documents.

4.1.13 The successful bidder must provide a detailed accurate infrastructure and network diagram and drawings.

4.1.14 The successful bidder must include and continuously update any necessary systems and Configurations to secure VOIP Systems, including Firewall, antivirus and any necessary protective software.

4.1.15 The bidder / service provider must provide/attach confirmation of previous projects in provision of ICT solution especially VoIP services of at least 3 successfully completed projects

4.2 INTERNET AND VPN CONNECTIVITY INFRASTRUCTURE

The Municipality is focused on the availability of internet, inter-office connectivity, VPN, Wi-Fi, Firewall, and VoIP services that have the efficient capability to access electronic data, voice services, and information from different sources.

The proposed solution should provide for an internet uplink at the Main Office and WAN connectivity and VPN connectivity from the Main Office to twelve sites (address details are outlined in point number 5 in the section (“Location of Required Services”). The Main Office internet will act as a central point for secure internet breakout for the satellite offices. This service maybe delivered either via Fibre or a

Licensed Microwave or any such viable infrastructure provided such connection infrastructure is efficient, licensed and quality assured. The cost of the applicable connectivity infrastructure is deemed to be included in the bidder's price offer.

The primary internet connection or WAN connectivity should be provided through optical Fibre or Licensed Microwaves or any such similar licensed efficient technology. The details of the required functionality are covered in the sections below and must be viewed as a minimum requirement unless specified otherwise. The offered services are required to be efficient, reliable, cost-effective, and supported by the service provider.

4.2.1 Internet Connectivity

1. Provide internet uplink for two (2) internet connections, (a) Primary and (b) Secondary/Failover at the MLM Main Office. The connection should be capable of accommodating internet browsing, sending and receiving emails from the on premise Exchange server, SIP trunking from the on-site VoIP PBX solution, video conferencing, VPN traffic, and hosted corporate applications. This connection may be delivered either via Fibre or Licensed Microwave.

   a. Primary connection
   i. 200Mbps Fibre or Licensed Microwave
   ii. Contention Ratio 1:1
   iii. The service is expected to be highly stable and reliable, with overall uptime of no less than 99.99%.
   iv. Subnet of at least 1 static publicly routable IP address
   v. Scalable solution for future growth

   b. Secondary/Failover connection (The municipality reserves the right to accept or reject the secondary/failover connection for this proposal)
   i. 50Mbps alternative infrastructure which will circumvent a break in the Fibre or Licensed Microwave link.
   ii. Contention Ratio 1:1
   iii. The service is expected to be highly stable and reliable, with overall uptime of no less than 99.99%.
   iv. Subnet of at least 1 static publicly routable IP address
   v. Scalable solution for future growth

   c. The required routers, necessary hardware, cabling, and software should be provided and the setup cost should be included in the offer. The provided firewall should be capable of initiating the failover configuration and management.
   d. Transfer and management of all DNS records for MLM-owned domains from the current service provider(s).
   e. No limitations on traffic, ports, and bandwidth capacity.
   f. Redundant, dedicated point-to-point links to the Internet breakout and point-to-multi-point for the satellite offices connectivity to the Main Office.
   g. The internet services should not have additional charges, limitations by traffic volume, or restrictions that would affect normal usage of the proposed services.

h. The prioritization of network traffic according to MLMs QoS business requirements.
i. Differentiated classes of service that manage traffic types effectively, ensuring that mission-critical traffic receives the required bandwidth throughput and performance.

4.2.2. Inter-Office WAN Connectivity

a. Provide inter-office WAN Connectivity using MPLS point to multi-point from the Main Office to seven (7) sites using point-to-point. (Address details are outlined on point number 5 in the section "Location of Required Services").
b. The WAN bandwidth requirements should not affect the internet bandwidth requirements at the Main Office.
c. The WAN solution details are outlined in the table below

Site No	Site Name	Service Required	Min. Bandwidth
1	Civic Centre	Point-to-Multipoint, MPLS (to remote offices)	40Mbps
2	Municipal Workshop	Point to Point, MPLS (to the Civic Centre)	40Mbps
3	Old Traffic Building	Point to Point, MPLS (to the Civic Centre)	40Mbps
4	Nancefield Proper Offices	Point to Point, MPLS (to the Civic Centre)	40Mbps
5	New Traffic Building	Point to Point, MPLS (to the Civic Centre)	40Mbps
6	Madimbo Thusong Centre	Point to Point, MPLS (to the Civic Centre)	40Mbps
7	Tourism Information Centre	Point to Point, MPLS (to the Civic Centre)	40Mbps

d. The WAN solution should be capable of accommodating the QoS traffic prioritization requirements to the Main Office:
e. Internet browsing, sending and receiving emails from the on premise Exchange server, SIP trunking from the VoIP PBX solution, video conferencing, VPN traffic, and hosted corporate applications.
i. Scalability as future business requirements, changes, and developments;
ii. Internet breakout at satellite offices
iii. Increase of bandwidth at all sites
f. The service is expected to be highly stable and reliable, with overall uptime of no less than 99.99%.

4.2.3 VPN Connectivity

The supply and delivery of the required minimum 50Mbps SLA VPN Link Main Office and all remote offices. At least a dedicated Link 100MBps.

4.2.4 WIFI connectivity

Progression set up of Hardware and any Software required to establish Wi-Fi connectivity in the specified sections of the Buildings at Musina Local Municipality consisting of seven (7) sites.

a. Main Router (Central Access Point Management) -MUST Be Dual Band to provide at least 5.8 GHZ Spectrum for Access Points and 2.4 GHZ Spectrum for Devices) (3 Year Warranty included)
b. Firewall router for system security (3 years warranty)
c. Core switch to cater for all access points.
d. Wireless distribution system

Site	Minimum Access points Estimates
Civic Centre	30
Municipal Workshop	6
Old Traffic Building	8
Nancefield Proper Offices	12
New Traffic Building	10
Madimbo Thusong Centre	2
Tourism Information Centre	1
Total	**69**

e. Installation and Licensing of a Wifi Management System that will be used to Control Access of Wifi users, Monitoring usage and reporting.
f. The Wifi must be provided at an UNCAPPED model and the Municipality will only incur Monthly Fees to the Service provider for a period of three (3) years.
g. All ICT Security related requirements must be complied with by the system and shall be the responsibility of the Service Provider.
h. The minimum Internet Speed of 200Mbps Upload and Download
i. All equipment must carry at least a 3 Year Guarantee of the manufacturer. The equipment will become the Municipality's asset from the onset upon payment of delivery, installation and commissioning and will remain municipal asset at the end of SLA term.
j. The Service Level Agreement includes provision of Ad Hoc Support for a period of three (3) years.
k. NB Accessibility to the Wi-Fi must be configured such that after a user joins the Wi-Fi they must automatically be redirected to the Browser/Portal where they must insert login credentials to proceed and use internet under managed environment where Municipal Policies will apply and there can be monitoring and reporting. This is the responsibility of the service provider.
l. Password Management: User Accounts Configurations & setups must align and comply with Musina Local Municipality ICT Security Policy.
m. The bidder / service provider must provide/attach confirmation of valid registration with the Independent Communication Authority of South Africa (ICASA)
n. The bidder / service provider must provide/attach confirmation of stamped bank rating A or B.
o. The bidder / service provider must provide/attach confirmation of capacity to provide Wi-Fi connectivity.

4.3 ONE (1) NEXT-GENERATION FIREWALL

The Municipality is focused on the availability of a firewall that provides Network security, Content security, Administration security, Network availability, zero-day, reporting, and software license must be included. The details of the required functionality are covered in the sections below and must be viewed as a minimum

requirement unless specified otherwise. The offered services are required to be efficient, reliable, cost-effective, and supported by the service provider.

4.3.1 Hardware Specification

Type	Description
Storage (local quarantine/logs)	Integrated min 120 GB SATA-III SSD
Ethernet interfaces (fixed)	8 x GbE copper 2 x SFP fiber*
Bypass port pairs	1
Management ports	1 x RJ45 MGMT ,1 x COM,RJ45, 1 x Micro-USB (cable incl.)
Other I/O ports	2 x USB 3.0 (front) 1 x USB 2.0 (rear)
Number of Flexi port slots	1 Flexi Port modules (optional) 8 port GbE copper 8 port GbE SFP fiber 4 port 10GE SFP+ fiber 4 port GbE copper bypass (2 pairs) 4 port GbE copper PoE + 4 port GbE copper 4 port
Max. Total ports density (incl. use of modules)	2.5 GbE copper PoE
Power-over-Ethernet (Using Flexi port Module)	18 Max 1 module: 4 ports, 60W max.
Optional add-on connectivity	SFP DSL module (VDSL2) SFP/SFP+ Transceivers
Display	Multi-function LCD module

4.3.2 Technical Specification

Items	Description	Size
System Performance	Firewall throughput	30,000 Mbps
	Firewall IMIX	15,900 Mbps
	Firewall Latency (64 byte UDP)	4 µs
	IPS throughput	7,000 Mbps
	Threat Protection throughput	1,400 Mbps
	Concurrent connections	6,500,000
	New connections/sec	148,000
	IPsec VPN throughput	3,500 Mbps
	Xstream SSL/TLS Inspection	1,450 Mbps
	Xstream SSL/TLS Concurrent connections	18,432
Features;	Network Security Web Security Zero-Day Security Central Orchestration Enhanced Support	
Security	Bidder accreditation as Microsoft Software Partner(s)	

NB: Installation and configuration of the firewall should be capable to restore/retain existing firewall policies, settings, Setup of rules and Internet filtering setup. Mimecast security

4.4 PHYSICAL AND VIRTUAL SERVERS

4.4.1 Hardware and Licensing

1. 1 x Rack mountable Server for Virtual Server Environment
    a. Xeon CPU
    b. RAM (36GB)
    c. Hard drives (12 TB)
        i. Raid 10 SAS
    d. Scalability on RAM modules and hard drives for future growth
2. Hyper-V type-1 or VMware software and licensing (a type-1 (bare-metal) hypervisor)
3. Windows Server 2022 Licensing (6) and User CALs (220 users)
4. Windows Exchange Server 2022 Standard and User CALs (220 users)
5. Mimecast configuration and licensing (220 users)
6. Next Gen Firewall configuration and licensing
7. Online UPS 8KVA

4.4.2 Device Roles

1. Primary Active Directory and Domain Controller (Secondary AD and DC for redundancy)
    a. Server installation and role configuration
    b. Data Migration
    c. Active Directory User Migration and Group Policy creation
2. On-premise Exchange Server 2022 Standard (size allocation per user 10GB x 200 = 2 TB)
    a. Server installation and role configuration
    b. User mailbox and data migration
    c. 200 Exchange User CALS (each device might need double requirements)
3. File Server
    a. 10 GB allocation per user for 220 users = 4 TB (current without GPO working 3TB)
    b. Eset Administration setup
4. Backup Server (User files, GIS)
    a. Size requirements (currently 3TB, increase to 4)
5. Application Server (GIS, Meter Reading, ESET Remote endpoint administration)
    a. GIS (current amount 500GB, increase to 1TB)
    b. Meter Readings System (current 5GB, increase to 10GB)
    c. HR & Payroll (current 50GB, increase to 70GB)
6. Next Gen Firewall
    a. Firewall
    b. IPS
    c. Web and Application Filter
    d. VPN (users)
    e. WAF

Services

1. Installation and Commissioning of all servers and configuration requirements
2. Migration of user accounts and data
3. Creation of GPOs
4. Firewall installation and configuration

a. Firewall Rules

b. IPS configuration
c. Web and Application Filter configuration
d. VPN setup and configuration
5. Support and Maintenance for three (3) years for proposed solutions
6. Training and Skills Transfer for:
a. Virtual Server solution
b. Windows Server Configurations
c. Exchange Server
d. Firewall
e. Mimecast
7. Installation and configuration of Eset Remote Administration.
8. Develop and maintain data recovery plan and procedure. Data recovery must be tested at least once per quarter.
9. The service provider must provide daily data backup and recovery solution for all servers and provide support at a priority number 1 classification.
10. Warranty requirements, 5 years next business day onsite support on Computer Hardware & Software.
11. Provide training and access to municipal ICT Administrator(s)
12. The service provider must provide proof of:
i. VMware Certified Professional 6 – Data Centre Virtualization (VCP6-DCV)
ii. Microsoft Certified Solutions Expert
iii. Microsoft Certified Solutions Associate
iv. Microsoft Technology Associate
v. CompTIA A+

5. LOCATION OF REQUIRED SERVICE

The proposed solution must be implemented and upgraded on a phased inn/progression basis and be functional at the sites described below,

Site No	Site Name	Coordinates	
		Latitude	Longitude
1	Civic Centre	30,04058	-22,351297
2	Municipal Workshop	30,040678	-22,329283
3	Old Traffic Building	30,04572	-223435
4	Nancefield Proper Offices	30,035833	-22,331403
5	New Traffic Building	30,030578	-22,324106
6	Madimbo Thusong Centre	30,566712	-22,450083
7	Tourism Information Centre	30,032982	-22,354034

6. User information

(a) User Projections

The figures stated below are the estimated requirements over the contract term depending on the number of user:

Site No	Site Name	Number of Users
1	Civic Centre	120
2	Municipal Workshop	20
3	Old Traffic Building	20
4	Nancefield Proper Offices	25
5	New Traffic Building	25
6	Madimbo Thusong Centre	5
7	Tourism Information Centre	5
Total number of Users		**220**

7. SCOPE OF WORK

7.1 Provide Technical Support.
7.2 Support shall be provided to the municipality between 07:00 and 16:00, Monday through Friday.
7.3 The proposed agreement must include a bidder technician providing on-site service to diagnose and provide solutions when required.
7.4 Remote access service may be acceptable depending on the stated urgency of repair.
7.5 Replacement parts must be readily available for a prompt replacement.
7.6 The service provider should ensure a smooth transition of the existing services and the proposed solution.
7.7 The Bidder is expected to plan and conduct the installation of the project with minimal impact on daily operations and staff

8. MANDATORY BID REQUIREMENTS

To ensure your proposal is considered for evaluation, the bidder must ensure their proposal includes the following, Failure to submit the listed documents may lead to a disqualifying position:

a) A hand completed and signed tender document.
b) The following must accompany all proposals:
i. Project Proposal- Details products and software proposed for the project
ii. Profile/Resume- A profile or resume of all principal staff assigned to the project, their respective roles, qualifications and a brief description of the organization as a whole.

iii. Schedule of activities - The bidder should provide schedule of anticipated modules that are required to meet the needs of the Municipality.

c) Project Matrix / Plan
d) Risk Management Plan associated with the project
e) Change Management Plan associated with the project
f) Training plan
g) Detailed Pricing per Price Schedule
h) Information Technology Network Requirements on LAN and WAN
i) Valid registration with the Independent Communication Authority of South Africa (ICASA)
j) Accreditation as Microsoft Software Partner(s)

9. SUPPORT AND MONITORING SERVICES

The Municipality seeks to conclude a service contract, supported by a Service Level Agreement, for the detailed supply, installation, configuration, and maintenance of the proposed solution for a period of three (3) years

The equipment and software must be continuously upgraded to the latest version for the duration of the contract at no cost to Musina Local Municipality. The following support services are required and will form part of the SLA:

i. The bidder must supply and manage the VoIP system, Internet Connectivity, Wi-Fi Connectivity, VPN, Next Generation Firewall, and Data Backup & Recovery Infrastructure
ii. Contracted services, support guarantees with service standards and response times
iii. Technical support of the VoIP system, Internet Connectivity, Wi-Fi Connectivity, VPN, Next Generation Firewall, and Data Backup & Recovery Infrastructure
iv. Ensure provided services are monitored.
v. Enable MLM nominated staff access to a comprehensive monitoring of the VoIP system, Internet Connectivity, Wi-Fi Connectivity, VPN, Next Generation Firewall, and Data Backup & Recovery Infrastructure status and performance.
vi. Monthly reports must be provided to the MLM ICT staff. The reports must include as a minimum: uptime; utilization; and performance against Service Level Targets;
vii. Ensure a backup and restore of the system
viii. SMS and e-mail notifications to alert MLM ICT staff of any errors, faults, and warnings.
ix. Detailed fault reporting procedures with contact details;
x. Escalation procedures with contact details;
xi. Design and provide a network diagram
xii. The service provider should be able to provide a service to the Infrastructure upgrade (e.g. new building not listed on the document that requires a service)

10. SERVICE LEVEL AGREEMENT MINIMUM REQUIREMENTS

The Service Levels outlined within the SLA which refer to the service provider's commitment to resolving the Service Requests within the applicable response time, unless stated otherwise must be conducted. The SLA and Warranty must cover repair or replacement for fair wear and tear of devices or the repair or replacement of inherently faulty devices listed in the pricing schedule, as provided by the Bidder.

i. All hardware and software shall be warranted for a minimum period of three (3) years and shall include parts, labor and installation.
ii. All hardware shall be new, unused, and not refurbished.
iii. **Responsibility Matrix and Project Schedule** - A master project schedule must be included, along with a work responsibility matrix, identifying the tasks the vendor will perform and the tasks required by the MLM that is expected to perform to successfully implement the service solution.
iv. **Requirements** -The successful bidder is required to conduct end-user training at MLM premises, tailored specifically to monitoring, maintaining and supporting the proposed infrastructure and hardware.
v. **Training Manual** - Bidder shall provide a training program (with support and follow-up) and training materials for designated MLM personnel who will train future employees. The manual shall be delivered in hard copy and electronically.
vi. **A complete maintenance and warranty agreement** must be included as part of the bidder's proposal to support the municipality between 07:00 and 16:00, Monday through Friday. The proposed agreement must include a bidder technician providing on-site service to diagnose and provide solutions when required. Remote access service may be acceptable depending on the stated urgency of repair. Replacement parts must be readily available for a prompt replacement.
vii. **Three Year Warranty** - The installation and all hardware shall be warranted by the bidder and by the manufacturer to be free of defects for a period of at least three years following the commissioning of the solution.
viii. **Defective Parts** - During the warranty period and any subsequent maintenance agreement, any defective components shall be repaired or replaced at no cost to the MLM and within a 48-hour period.
ix. **Repair Commitment** - The bidder must include a description of their commitment from time of equipment failure to replacement or repair.
x. **Response Time –** The MLM requires a guaranteed response time of no more than two (2) hours for all major system problems where services are lost and a maximum of 24 hours' response to other system problems. Failure to comply will result in monetary compensation to the MLM. The triggers to start and stop the "clock", compensation amount, and time increment are to be negotiated. This compensation will be credit on the account.
xi. **Major/Minor Problems** - Bidders must describe their definitions of major and minor problems.
xii. **Replacement Time** - Explain the amount of time required for full replacement of the central operating hardware/software of the system (Mean Time, assuming a suitable site exists for locating the replacement components in case of a disaster.
xiii. **Reporting** - A "Service Level Performance Report" will be required monthly in electronic format to a designated representative of the municipality. The following minimum requirements will be required to be reported on:
    1. Number of incidents and service requests logged which is summarized by entitlement, priority and whether the service level was met or breached;
    2. System resource utilization and availability; and
    3. Detailed analysis of down time.

11. PRICING SCHEDULE

All bidders are required to complete the pricing schedule which will include the unit cost only, of the contracted service over three (3) years. Kindly include a detailed breakdown quotation with the bid proposal.

Detailed pricing per module, hardware which may be required, annual license fees, training, data migration, skill transfer and any other cost to complete these requirements. No claims for additional

costs or escalation claims will be entertained after the contract has been awarded. Acceptance of the contract with its specified price will be in writing on the official letterhead of the MLM and the starting date of the contract will be stipulated.

An implementation plan with timeframes is required for the Supply, Installation, Configuration, Support, Maintenance and Hosting of the Integrated Information Communication Technology Infrastructure And Software Systems; Including Voice Over Internet Protocol, Internet Connectivity, Wi-Fi Connectivity, Virtual Private Network, Firewall, Physical Servers & Virtual Servers And Data Backup & Recovery Infrastructure, Network, Systems and Services, Please attach the implementation plan

11.1. BIDDER PRICING SCHEDULE:

All bidders are required to complete the pricing schedule indicating the summarized cost of the services monthly, annually and for the duration of the contracted service over three (3) years.

a. Next-Generation Firewall

Items	Description	Quantity	Once-Off Cost (incl VAT)	Monthly Costs (incl VAT)	Year 1 Total Cost (incl VAT)	Year 2 Total Cost (incl VAT)	Year 3 Total Cost (incl VAT)	Total Cost over Three (3) Years (incl VAT)
Hardware	Next-Generation firewall that includes: Network security, Content security, Administration security, Network availability, and zero-day.	1						
Licensing	License for a period of 3 years	1						
Support Services	Initial once-off technical setup and onsite support for Next-Generation Firewall: Supply, installation, and configuration Installation onsite Setup of rules Internet filtering setup Technical support	1						
	Total (including VAT)							

NB: Take note that it is compulsory to complete the pricing schedule in full for all items listed in the above pricing schedule table, Failure to complete the pricing schedule within the detailed technical description will render the bid non-responsive and disqualify the prospective bidder.

If the above table doesn't cover all the categories of pricing for the proposed solution, kindly attached a quotation covering all specified items and select the checkbox below:

See Attached Quote ☐

b. Internet and VPN Hosting

Item	Proposed Services (name and bandwidth)	Once-Off Cost (incl VAT)	Monthly Costs (incl VAT)	Year 1 Total cost (incl VAT)	Year 2 Total cost (incl VAT)	Year 3 Total cost (incl VAT)	Total Cost over Three (3) Years (incl VAT)
Internet Connectivity Infrastructure (Cost of all Infrastructure)							
Internet Connectivity Operation & Maintenance Including Interoffice WAN Connectivity (Cost per month)							
Internet Connectivity Hosting (Cost per month)							
Inter-Office WAN Connectivity Infrastructure (Cost of all Infrastructure)							
VPN Connectivity Configuration & Hosting (Cost per month)							
SIP Service (if applicable)							
Support Services (Cost per month)							
VPN Hosting							

TOTALS							

NB: Take note that it is compulsory to complete the pricing schedule in full for all items listed in the above pricing schedule table, Failure to complete the pricing schedule within the detailed technical description will render the bid non-responsive and disqualify the prospective bidder.

If the above table doesn't cover all the categories of pricing for the proposed solution, kindly attached a quotation covering all specified items and select the checkbox below:

See Attached Quote ☐

c. VOIP Telephone System

Items	Proposed Services (name and bandwidth)	Once-Off Cost (incl VAT)	Monthly Costs (incl VAT)	Year 1 Total cost (incl VAT)	Year 2 Total cost (incl VAT)	Year 3 Total cost (incl VAT)	Total Cost over Three (3) Years (incl VAT)
VOIP PABX equipment POE 10/100 Base Network switch (Cost per unit)							
Routers (Cost per unit)							
Network points (Cost per unit)							
Switchboard IP phone (Cost per unit)							
Ethernet cables for each phone (Cost per unit)							
10/100 Base IP Voice Devices (Cost per unit)							
Standard IP phone (Cost per unit)							

Telephone management hardware (Cost per unit)							
Software License (Cost of licensing)							
Installation and configuration Including Cabling (Cost of service)							
Call rate per minute Local							
Call rate per minute International							
Call out fee ad hoc support							
IP phone replacement (Cost per unit)							
Total							

NB: Take note that it is compulsory to complete the pricing schedule in full for all items listed in the above pricing schedule table, Failure to complete the pricing schedule within the detailed technical description will render the bid non-responsive and disqualify the prospective bidder.

If the above table doesn't cover all the categories of pricing for the proposed solution, kindly attached a quotation covering all specified items and select the checkbox below:

See Attached Quote ☐

d. Wi-Fi connectivity

Item	Proposed Services (name and bandwidth)	Once-Off Cost (incl VAT)	Monthly Costs (incl VAT)	Year 1 Total cost (incl VAT)	Year 2 Total cost (incl VAT)	Year 3 Total cost (incl VAT)	Total Cost over Three (3) Years (incl VAT)
Internet connection service							
Main Router Must be dual band to provide at least 5.8 GHZ Spectrum for access point and 2.4 GHZ spectrum for devices.							
Firewall router for system security							
Core switch to cater for all identified access points.							
Wireless distribution system. X 78 access points							
Outdoor Access Points (Through Point to Point Access) Minimum 10 AP							
Establishment of point-to-point connectivity.							
Cabling and other peripherals							
Installation of Wi-Fi management solution							
Installation costs / Labour of all items including items on item 4.3							

Total cost Licensing for 5 years							
Certified training for x 4 ICT Officials on management and support							
Internet rental fee							
Internet subscription fee on 200 mbps up/down uncapped							
Call out fee per onsite Support Services							
VPN Hosting							
	Total (including VAT)						

NB: Take note that it is compulsory to complete the pricing schedule in full for all items listed in the above pricing schedule table, Failure to complete the pricing schedule within the detailed technical description will render the bid non-responsive and disqualify the prospective bidder.

If the above table doesn't cover all the categories of pricing for the proposed solution, kindly attached a quotation covering all specified items and select the checkbox below:

See Attached Quote ☐

e. Virtual Servers

Item	Once-Off Cost (incl VAT)	Monthly Costs (incl VAT)	Year 1 Total cost (incl VAT)	Year 2 Total cost (incl VAT)	Year 3 Total cost (incl VAT)	Total Cost over Three (3) Years (incl VAT)
Rack mountable Server for Virtual Server Environment (Cost per Unit)						
Hyper-V type-1 or VMware software and licensing (a type-1 (bare-metal) hypervisor. (Cost per Unit)						
Windows Server 2022 Licensing (6) and User CALs (220 users) (Cost per Unit)						
Windows Exchange Server 2022 Standard and User CALs (220 users). (Cost per Unit)						
Mimecast configuration and licensing (220 users). (Cost per Unit)						
Next Gen Firewall configuration. (Cost per Unit)						
Online UPS 8KVA (Cost per Unit)						
Server installation and role configuration (Cost per Unit)						
Data Migration including Active Directory User Migration. (Cost per Unit)						

Active Directory User and Group Policy creation. (Cost per Unit)						
220 Exchange User CALS (each device might need double requirements). (Cost per Unit)						
File Server. (Cost per Unit)						
Backup Server. (Cost per Unit)						
Application Server. (Cost per Unit)						
Next Gen Firewall. (Cost per Unit)						
Training and Skills Transfer. (Cost per person per training)						
Data backup and recovery solution Services. (Cost per month)						
Technical Support (Cost per month)						
Hosting (Cost per month)						

TOTAL						

NB: Take note that it is compulsory to complete the pricing schedule in full for all items listed in the above pricing schedule table, Failure to complete the pricing schedule within the detailed technical description will render the bid non-responsive and disqualify the prospective bidder.

If the above table doesn't cover all the categories of pricing for the proposed solution, kindly attached a quotation covering all specified items and select the checkbox below:

See Attached Quote ☐

SUMMURY OF COST FOR THE THREE YEAR CONTRACT TERM

NO: 11.1	**Items Total Cost for a period of Three (3) years**	**Total Cost over Three (3) Years Excluding VAT**	**Total Cost over Three (3) Years Including VAT**
A	Next Generation firewall Total Cost		
B	Internet and VPN connectity Total Cost		
C	VoIP Telephone system Total cost		
D	Wi-Fi connectivity Total Cost		
E	Physical & Virtual Servers		
	Total (including VAT)		

INFORMATION TO BIDDERS

Please note that the proposal will be adjudicated in terms of the Preferential Procurement Policy Framework Act of 2000 and the Preferential Procurement Regulations, 2022.

80/20 preferential point system will apply

Price	80
Specific goals	20
Total	**100**

Points will be allocated for specific goals in the following manner

Designated groups	**Number of Points: (20)**
▪ Points for HDI status (at least 51% Black owned)	10
▪ Points for 51% Women's Equity	4
▪ Points for black person with Disability	3
▪ Points for 51% owned Youth firm	3
Form not completed or submitted	0

NB: CRITICAL CRITERIA

1. **ONLY BIDDERS WHO ARE REGISTERED ON THE CENTRAL SUPPLIER DATABASE WILL BE CONSIDERED FOR APPOINTMENT**
2. **ALL PAGES OF THE BID DOCUMENT MUST BE INITIALED AND SIGNED WHERE REQUIRED**
3. **BID DOCUMENT MUST BE COMPLETED IN INK**
4. **BID DOCUMENT MUST BE PROPERLY RECEIVED IN A SEALED ENVELOPE CLEARLY INDICATING THE DESCRIPTION OF THE SERVICE AND THE BID NUMBER FOR WHICH THE BID IS SUBMITTED**
5. **THE BID MUST BE DEPOSITED IN THE RELEVENT TENDER BOX AS INDICATED ON THE NOTICE OF THE BID ON OR BEFORE THE CLOSING DATE AND TIME OF THE BID**
6. **BIDS MUST COMPLY WITH THE REQUIREMENTS AND SPECIFICATIONS OF THE BID**
7. **ALL PRESCRIBED SUPPORTING DOCUMENTS AS SPECIFIED IN THE BID DOCUMENT MUST BE ATTACHED**
8. **NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE**

MUSINA LOCAL MUNICIPALITY

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INFORMATION BROCHURE

FOR THE USE BY

PROSPECTIVE BIDDERS

******

Completion of Bid Documents

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MUSINA LOCAL MUNICIPALITY

	Contents	Page no
1	Invitation to Bid	1-29
2	Information Brochure	30-36
3	General Conditions of Contract	37-48
4	Preference point explanation	49-54
5	Forms to be completed by the Bidder (see page 2 of tender document for checklist)	55-80

PLEASE NOTE:

THIS BID DOCUMENT MUST BE SUBMITTED AS A WHOLE AND ALL FORMS THOROUGHLY COMPLETED, DO NOT REMOVE ANY PAGES.

ALL DOCUMENTATION AS ON THE CHECKLIST MUST BE ATTACHED TO THE BACK OF THE DOCUMENT

1, GENERAL

Bids/proposals invited by the Musina Local Municipality are subjected to the Councils **"General Conditions of Contract with Regards to Tenders Procurement Policy of Council** and any other document supplied with the Bid Document. It is of vital importance that bidders study this information document thoroughly in order to be fully acquainted with the terms and conditions contained therein.

This information document will be supplied with every bid/proposal document issued by the Council.

The advertisement in the newspapers will contain information regarding the Bid Number, Closing Date and Time, short Description of requirements, from where bid documents can be obtained and the address to which the bid documents must be submitted. It is the responsibility of a bidder to ensure that a bid is submitted on time at the correct address.

BIDS/PROPOSALS RECEIVED AFTER THE CLOSING DATE AND TIME BE LATE AND CANNOT BE ADMITTED FOR CONSIDERATION.

The purpose of the advertising of a bid firstly to expose the requirement as widely as possible and secondly to offer an equal opportunity to as many firms as possible to submit bids/proposal, thereby promoting fair competition.

A bid is a **written offer** on the official bid documents from the bidder to the Council and if accepted by the Council, a letter of acceptance is issued and a **binding contract** comes into effect.

2. BID DOCUMENTS

2.1 Specific standard forms are used to compile a bid document. These forms vary depending on the requirements.

A bid document will consist of all or any of the following;

1 Invitation to bid.
2 Information Brochure.
3 General Conditions of Contract.
4 Preference Point Explanation.
5 Forms to be **completed** by Bidder.

A Form of Bid.
B Signatory Authorisation.
C Declaration of Interest.
D Certificate of Preference Claimed by Bidder for Local content and SABS mark.
E Contract between Council and Bidder in terms of the Occupational Health and Safety Act (Act 85 of 1993)

Each of the above documents will be discussed separately.

2.1.1 **The Form of Bid** must be completed by the Bidder in black ink and must be duly signed by him as well as two witnesses. Failure to complete this document will result in the whole bid document being rejected.

2.1.2 **The Signatory Authorisation** must be completed by the Bidder. Failure to do so will render the bid document void.

2.1.3 **General Conditions of Contract in Regard to Bids.** The Bidder must take note of this document and must adhere to the conditions stipulated therein. This document forms part of the bid document and the specifications.

2.1.4 **Certificate of Preference. (Local content and SABS marking).** If this document is not completed, no preference will be considered on any local contents or SABS marking. It is in the best interest of the Bidder to complete this document. Care should be taken as to the percentages claimed as Council reserves the right to demand proof thereof.

2.1.5 **Preference Point Certificate.** In order to create an enabling environment for historically disadvantaged individuals (HDI's) to participate in public sector procurement activities, a preference mechanism had been introduced. The aim is to provide for a preference points system based on equity ownership by historically disadvantaged persons in an enterprise and will be applicable on all requirements.

Points will be adjudicated on the following basis:

	Value <R50 000 000	Value >R50 000 000
Price	80	90
Equity ownership by HDI's	20	10
TOTAL	**100**	**100**

On this form the Bidder must indicate the names and percentage equity ownership of historically disadvantaged persons within the enterprise. The preference points system will be applied only after all those bids which comply with the specified requirements were brought to a comparative

level and the bid may then be awarded to the Bidder that scores the highest points provided that the bid adhere to all the specifications.

The definitions contained in this form must be studied carefully. It should also be noted that the form contains a declaration and incorrect or misleading information could have serious consequences for the Bidder.

2.1.6 **Declaration of Interest.** In order to ensure that all Bidders receive fair and equal treatment, it is necessary to complete this form. All bids received must be evaluated and adjudicated objectively without favoritism and without acting to the detriment of any person.

2.1.7 **Specification.** All offers made are evaluated for compliance against the information furnished on the specification. Should a bid document make reference to a National or International specification listed hereunder, then bidders must ensure that the relevant specification is adhered to and that they comply with the specific specification. If the requirement is subject to a certain specification, such specification must be obtained directly from:

SABS
Private Bag X 191
PRETORIA
0001

List of Specifications:

ARP	Recommended Practice
BS	British Standard
CISPR	International Special Committee on Radio Interference
CKS	Coordination Specification
DIN	Deutsche International Norm
ECE	Economic Commission for Europe
EEC	European Economic Community
EN	European Standard
ENV	European Pre-Standard
IEC	International Electro-technical Commission
ISO	International Organisation for Standardisation
MPT	Mobile Service of the Radio Communications in Britain
NRS	Rationalised User Specification
SABS	South African Bureau of Standards
SABS SM	SABS Standard Method
VC	Compulsory Specification (technical regulation)

The specification will contain all the information and requirements to which the product must comply. The specification must be studied carefully and against each requirement it must be indicated whether it complies with the

specified requirements, by inserting **Yes** or **Comply** where applicable. Any deviation from the specification must be clearly indicated. **Incorrect and misleading information furnished by a Bidder will invalidate the tender.**

In the event a Bidder wrongly indicated that the product/service is to specification, it will be expected of that tenderer/contractor to, in terms of the contract, supply a product that does conform to the specification at his bidding price.

2.1.8 **Special conditions.** Special conditions will inter alia be applicable on requirements other than normal requirements. Special conditions provided for in the bid document must be studied with care as any deviation there from may result in the disqualification of a bid. Should any of the special conditions be in conflict with the conditions contained in the rest of the document, the special conditions will take precedence.

3. IMPORTANT NOTES

3.1 It is the responsibility of the bidders to ensure that their bids are submitted before the closing time to the correct address. Tenders received after the closing date and time are late and will **NOT** be considered.

Please note that the **Tender Box** of the Council is open from 07:30 to 16:00, Mondays to Fridays, excluding public holidays.

The **Tender Box** is situated at the Reception Office - Room 53 (cnr of Irwin and Scholtz)

3.2 The bid document as well as the relevant forms must be signed in black ink. **Failure to sign ALL relevant documents will invalidate the bid. All pages of the bid document must also be initialled.**

3.3 A definite price must be indicated in the bid document and statements such as "price to be negotiated" or "to be advised" are not acceptable and will be disregarded.

3.4 Tenders submitted by facsimile, telex, telegram or e-mail **WILL NOT BE CONSIDERED.**

3.5 It should be noted that bids are valid for a certain period (normally 90 days), during which period the Municipality will evaluate and consider the bids received. During this period bidders should not make enquiries with regard to the adjudication of a bid as such enquiries are time consuming and information cannot and will not be given.

3.6 The complete Bid Documents obtained must be submitted in the same order and no part thereof must be removed or omitted.

3.7 Conditional discounts will not be taken into consideration in the calculation of comparative prices.

3.8 All bid documents must include the following documents:

Tax Compliance Status Pin Issued
Certified ID copies of all members / owners / shareholders / Trustees
Copy of municipal rates and taxes statement of account not older than three months for all directors and for company
Certified copy of newest annual Financial Statements of company
Central supplier database registration report
All other documents as indicated in the General Conditions Document

3.9 The Bidder's documentation (covering letters, certificates etc.) must be attached at the back of the official bid document. (i.e. After the Councils price schedule)

This document is compiled to the specifications of the PREFERENTAIL PROCUREMENT POLICY FRAMEWORK ACT, Act 5 of 2000

MUSINAL LOCAL MUNICIPALITY

CONTRACT FOR THE SUPPLY AND DELIVERY OF GOODS AND/OR THE EXECUTION OF WORKS.

GENERAL CONDITIONS OF CONTRACT WITH REGARD TO BIDS

1. DEFINITIONS

Unless inconsistent with or expressly indicated otherwise by the context –

A **"Approved"** or **"Approval"** shall mean approved or approval by the Council or its representative defined in the specifications.

B **"Council's representative"** shall mean the head of a directorate or any other official of the Council mentioned in additional bid conditions or specifications as the case may be.

C **"Council"** shall mean the Musina Local Municipality

D i. **"Contractor"** shall mean the Bidder whose bid has been accepted by the Council and shall include the Bidder's legal personal representative, heirs, successors and assignees.

ii. **"Sub contractor"** shall mean the supplier who, on a regular basis supply the contractor with material and small parts in regard to his contract with the Council.

E **"Contract"** shall mean and include the Council's General Conditions of Contract in regard to Bids, form of bid, special conditions of the contract, the specifications including any schedules, drawings, patterns, samples approved by the Council's representative relative to the contract, and any agreement entered into in terms of the Council's General Conditions of Contract in regard to Bid's, herein-after referred to as "The General Conditions".

F **"Contract Price(s)"** shall mean the price(s), including Value-Added Tax. Bid by the contractor and accepted by the Council for the execution of the contract.

G **"Date of delivery"** shall mean the date stipulated in the contract for the delivery of the goods and the completion of the works.

H **"Date of bid"** shall mean the date and time on which bids are due to be deposited in terms of the advertisement calling for tenders.

I **"Delivery"** shall mean delivery in compliance with the terms and conditions of the contract at the point of delivery specified in the contract.

J **"Goods"** shall mean the machinery, plant, equipment, apparatus or materials to be supplied under the contract.

K **"Month"** shall mean the calendar month.

L **"Site"** shall mean the building or ground or any other place in which or on which or over which goods are to be stored, installed or used.

M **"Specification"** shall mean the specification annexed to these General Conditions.

N **"Writing"** shall mean and include any manuscript, typewritten or a printed statement, under or over signature of seal as the case may be.

O **"Work"** or **"Works"** shall mean and include goods to be provided and work to be done by the contractor in terms of the contract.

2. BIDDER TO SATISFY HIMSELF AS TO CONDITIONS AND DETAILS OF BID

The bidder, by bidding, shall be deemed to have satisfied himself as to all conditions and details affecting the bid.

3. COMPLETE ACCEPTANCE OF CONDITIONS

3.1 The bidder shall be deemed to know and understand the General Conditions of contract in regard to bids and the submission of a bid shall presume complete acceptance thereof. The non-acceptance or variation of any of these conditions or the inclusion of any other condition will render the bid liable to rejection.

3.2 If the Council imposes special conditions in respect of a contract, such special conditions must be contained in the specifications of the contract and be supplementary to the General Conditions mentioned here-in; provided that the special conditions shall apply when it is contradictory to the General Conditions.

3.3 Subject to the provisions of the foregoing sub-clauses, the Bidder may qualify any of the said conditions; but no qualification of a condition shall, if his bid is accepted, form part of his contract with the Council unless at the time of bidding it is indicated in writing specifically in relation to each and every condition and the exact extend to which it is qualified.

4. ASSIGNMENT

4.1 This contract is personal to the contractor and the contractor shall not subject, assign or make over the contract or any part thereof, or any share or interest therein, to any other person without the written consent of the Council and on such condition as it may approve.

4.2 This clause shall not apply to sub-contracts given to regular suppliers of the contractor for materials and minor components relating to the goods to be supplied. The Council reserves the right to demand from the contractor to submit the names of any such sub-contractors for its approval.

5. SHORTCOMINGS

If discrepancies, contradiction or default of agreement seems to be present in the description, the measurements, the qualities or the quantities mentioned in the contract, the contractor must, before proceeding with the execution of the contract or part thereof in which the aforementioned shortcomings see to appear, refer the matter to the Council's representative for decision.

6. QUALITY AND GUARANTEE

6.1 All goods supplied shall be equal in all respect to samples, patterns, or specifications where such are provided.

6.2 If the Council should after acceptance of the bid and/or during the manufacture of the specified goods, decide on recommendation from the Bidder or otherwise to modify or change the specification in the Council's favour, such modification or change shall be implemented by the contractor to the Council's satisfaction.

6.3 Tests and analysis may be made as deemed necessary, and the costs thereof shall be borne by the Council provided it is proved that the goods are of the stipulated quality, failing which the cost shall be defrayed by the contractor; the Council to have the right to deduct such cost from the payments due to the contractor or otherwise to recover the same from him.

6.4 The contractor shall not be relieved of his obligations in respect of the sufficiency of the materials and workmanship and the quality of the goods by reason of no objection having been raised thereto by the Council's representative at the time the goods were delivered.

6.5 If at any time but not exceeding six months after delivery, or within the period laid down in any supplementary or special conditions of contract, the Council proves that the goods or any part or parts thereof is/are faulty or of inferior quality or workmanship or of poor design, or on account of the goods not being in strict accordance with the contract, the contractor shall immediately remedy the said defect free of cost to the Council.

Should the contractor delay remedial work in excess of the time stipulated by the Council's representative, the Council may have such remedial work executed at the contactor's expense. Should the Council decide that the defect is such that it cannot be remedied, the goods may be rejected and held at the risk and

expense of the contractor and shall, on request of the Council, immediately remove the goods after notification that it is rejected. The contractor shall be responsible for any loss the Council may sustain by reason of such action as the Council may take in terms of this clause.

6.6 The risk in respect of all goods purchases by the Council under the contract shall remain with the contractor until such goods have been delivered to and received by the Council.

6.7 The principal feature of the goods and works are described in the specification but the specification does not purport to indicate every detail of construction or arrangement of goods and work necessary to meet the requirements. Omission from the specification of references to any part or parts shall not relieve the contractor of his responsibility for carrying out the work as intended by the contract.

6.8 If any dispute shall arise between the Council and the contractor in connection with the quality and guarantee of the goods, either of the parties may notify the other in writing, of the existence of such dispute, which shall thereupon be referred for the arbitration in South Africa of a person to be mutually agreed upon. Such submission for arbitration takes place in terms of the arbitration laws in force in the Republic.

7. ALTERNATIVES

The Bidder may submit alternatives which, in his opinion, are to the Council's advantage economically and technically.

8. VARIATIONS

In the event of bids being offered for goods differing or varying from requirements of the specification, al such differences or variations shall be clearly indicated and describes in the bid.

9. DEFAULT

Should it appear to the Council that the contractor is not executing the contract in accordance with the true intend and meaning thereof, or that he is not carrying on the work at such rate of progress as to ensure delivery by the date of delivery or that the time has expired within which delivery should have taken place or in the event of any other failure or default by the contractor, then and in any of such events the Council may give notice in writing to the contractor to make good the failure or default, and should the contractor fail to comply with the notice within the period specified therein, then and in such case the Council shall, without prejudice to any of its rights under the contract, be at liberty forthwith to perform such work as the contractor may have neglected to do, or to take the contract wholly or in part out of the contractor's hands and order from any other person. The contractor shall be responsible for any loss the council may sustain by reason of such action as the Council may take in terms of this clause.

10. PATENTS

10.1 The Council accepts that the contractor that there will be no violation to patent or other commercial rights or privileges from this contract or due to the use of any article being part of the contract.

10.2 If and when notice is given to the contractor by the Council, the contractor shall

10.2.1 defend any claim or lawsuit instituted against the Council in regard to alleged violation or the non-payment of patentee shares at his costs;

10.2.2 Pay or repay the Council any or all moneys payable or paid by the Council for patentee shares or otherwise, as well as any expense, legal costs, loss or damage concluded or sustained by the Council for such claims or lawsuit.

11. PACKING

All goods shall, at the cost of the contractor, be crated or packed according to commercial custom. Unless otherwise specified, packing cases and packing materials are included in the contract price and shall be and remain the property of the Council.

12. PAYMENT

Except otherwise determined in the additional or special contract specifications, payment shall take place as follows:

The Council shall pay for material supplied by the contractor within thirty days following the month the delivery took place on condition that a statement is delivered by the contractor to the Council within such time that it is readily possible to make such payment timeously.

13. PARTICULARS TO BE SUPPLIED

13.1 Proof must be submitted before appointment whether or not the goods offered comply with the specification.

13.2 Required particulars not furnished, may result in non-compliance to the specification.

13.3 Bidders must state the country of origin and the name of the manufacturer of the goods, or any part thereof, offered. Documentary proof must be produced by the Bidder if required by the Council.

14. FIRM BIDS

Bidders may submit firm bids which shall be free from all price fluctuations.

15. QUALIFIED/UNQUALIFIED TENDERS (PREFERENCE)

The Council may, whilst considering the bids:

15.1 render preference to bids of which qualifications and conditions are most favourable;
15.2 render preference to firm bids;
15.3 (where bids are subject to price fluctuations) render preference to bids where:

15.3.1 the price factor controlling the selling price is such that any fluctuations in the price can be easily proved;
15.3.2 labour costs are excluded as a factor controlling price fluctuations.

16. PREFERENTIAL SCALES

16.1 Where goods, produced, manufactured or assembled on South Africa competes with goods imported, such goods will be preferred

when bids are compared on a basis as determined by the Administrator from time to time.

A separate certificate on local contents and SABS markings are attached hereto. Bidders must note that the Council is bound to take local preference in consideration.

16.2 Certification of local content preference claimed

Any Bidder who claims preference for goods wholly or partially produced, manufactured or assembled in South Africa, shall certify the percentage of preference he is entitled to and ensure that the costs are fully and accurately determined to his best knowledge, belief and experience and in accordance with the genuine local content. The Council may at any time if he so wishes, demand that a sworn statement and documentary proof to this effect be submitted. In the event of a contract allocated to a Bidder as a result of preference claimed and it is later proved that the preference claimed were too big, the Council may besides any legal means it possesses:

16.2.1 recover all costs, losses or damages suffered by the Council, for such acceptance of the bid, form the Bidder;
16.2.2 impose a fine not exceeding 5% of the contract price;
16.2.3 recover all costs, losses and damage mentioned in paragraph (a) from the Bidder and impose a fine mentioned in paragraph (b)

16.3 Where preference is claimed in terms of Historically Disadvantaged Individual (HDI), such claims will be considered by the Council on a basis as determined by Preferential Procurement Policy Framework Act (Act 5 of 2000)

Separate certificates on preference claimed for HDI and Declaration by Bidder are attached hereto. Preference claims hereunder shall only be considered if these two documents are completed and signed.

16.4 In the event of a contract allocated to a Bidder as a result of preference claimed under 3 above and it is later proved that the preference claimed were not correct the Council may, besides any legal means it possesses;

16.4.1 recover all costs, losses or damages incurred or sustained by the Council as a result of the contract; and/or

16.4.2 cancel the contract and claim any damages which the Council may suffer by having to make less favourable arrangements after such cancellation; and/or

16.4.3 impose a penalty not exceeding 5% of the contract price.

17. CONTRACT PRICE SETTLEMENT

If the Bidder wishes to place the risk of a rise or fall of certain cost items on the Council, it should be specifically mentioned on which items or factors this risk is applied to and at what tariff is calculated.

Failing to mention any factors or items reserved according to this clause (except clause 27) it will be accepted that the bidding price is a fixed delivery price.

In all cases of price fluctuations, documentary proof to the Council's satisfaction should be submitted for all items and prove of prices the Bidder paid for such items shall be forwarded irrespective whether an increase is claimed or otherwise.

If the Bidder fails to deliver the goods or to execute the contract within the specified time or the extended period according to clause 22 (c), he is not entitled to claim any additional costs for labour and/or material, but the Council reserves the right to deduct any benefit due to him in the event of a decrease in prices of items subject to price fluctuations.

18. SEQUESTRATION OR SURRENDER OF CONTRACTOR'S ESTATE

In the event of the provisional of final sequestration of the contractor's estate, being ordered or if application for such an order is being made, or in the event of the contractor making application for the surrender of his estate, or if he shall enter into, make or execute any deed of assignment or other composition benefit of his creditors, or purport to do so, or if the Court shall make an order for the liquidation of the contractor being a company, and without recourse to law, to terminate the contract without payment of any compensation to the contactor for any damages sustained by it in consequence of one or other of the aforementioned events.

19. PERIOD FOR WHICH BID HOLDS GOOD

The submission to the Council of a bid, constitute an agreement between the Bidder and the Council whereby such bid shall remain open for acceptance by the Council for the period mentioned in the bid, during which period the Bidder agrees not to withdraw the same or impair or derogate from its effect. If no period is mentioned, the bid shall remain open for acceptance for a period of 90 days.

20. FORMAL CONTRACT AND SURETY SHIP

The contractor shall, when required by the Council, conclude a formal contract and surety ship compiled by the Council within seven days from the date that the document are ready and if necessary also be signed by his surety. All costs, stamp duty and other advances shall be born by the contractor.

The security requires by the Council in terms of this clause shall not exceed ten percent (10%) of the total contract value.

21. GENERAL

21.1 The quantities of all goods offered or delivered are to be nett weights and metric measures according to South African Standards.

21.2 All prices shall be quoted in South African currency. Any discount or brokerage allowed to the Council must be stated in the form of bid.

21.3 The lowest or any bid will not necessarily be accepted and the Council reserves the right to accept part of any bid only

21.4 Should there be any difference or discrepancy between the prices or particulars contained in the official form of bid and those contained in the covering letter of the bid the prices or particulars contained in the official form of bid shall in all circumstances prevail.

21.5 The bid must be submitted on the form of bid and forwarded in a sealed envelope addressed and endorsed as indicated on the said form of bid and in the advertisement calling for bids.

21.6 Bids must be placed in the Tender Box that is provided for the reception of bids, or posted to reach the City Secretary not later than the advertised closing date and time.

22. DELIVERY

22.1 Bidders shall state in their bids and in the form of tender the minimum time required to fulfil the contract. Delivery shall be made in accordance with the requirements set out in the special conditions of the contract or the specification.

22.2 The delivery of goods and the execution of works arising from this bid shall be done by the Bidder only upon receipt by the Bidder of an official order issued by the Council. Delivery shall be made free of all charges to the Council.

23. MARKING OF GOODS

All goods shall be clearly marked in accordance with business practice or in the manner stipulated in the specifications.

24. LAW TO APPLY

The contract shall in all respects be constructed in accordance with the law of the Republic of South Africa, and any differences that may arise between the Council and the contractor, in regard to the contract shall be settled in the Republic of South Africa at Musina.

25. IMPORT CONTROL

Goods imported are subject to conditions imposed by the Director of Import and Export at date of bid and the Council shall not necessarily undertake to support any applications for import permits.

26. CANCELLATION OF BID AND/OR CONTRACT

When it is found that a Bidder or Contractor:

26.1 a promised to pay or paid any compensation, fee, bonus, discount or other remuneration to anybody handling a bid or contract for the acquisition of a contract;

b executes a contract unsatisfactorily;

c is guilty of disfiguration to provisions of the General Conditions or any other special Contract Conditions or any other special Contract Conditions that applies;

d act in a deceptive way or "mala fide" towards the Council or Municipal Department.

The Council may, taking into account all the circumstances and without prejudice to any of the legal remedies it possesses towards

i any loss and/or damage sustained,

ii any additional cost or expense in the event of new bids being called for, or al less favourable bid be accepted.

Immediately disqualify the Bidder or cancel the contract.

e fail to provide an acceptable guarantee on the pre-determined date.

f fail to commence or deliver on the agreed commencement or delivery date.

26.2 The Local Municipality reserves the right to call for new bids for goods/work referred to in this bid documents if the price of any goods/work increases for any reason whatsoever after the Council has accepted the bid.

27. AMENDMENTS TO RAIL TARIFFS

Any amendment to rail tariffs between the bidding date and delivery date will be for the account of the Council on condition that the goods are delivered on delivery dates.

MUSINA LOCAL MUNICIPALITY

PREFERENCE POINT EXPLANATION

NB: BEFORE COMPLETING THIS CERTIFICATE, BIDDERS MUST CAREFULLY STUDY THE GENERAL CONDITIONS AND GENERAL DEFINITIONS AS WELL AS THE DEFINITIONS AND DIRECTIVES APPLICABLE TO EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUALS IN AN ENTERPRISE.

1. GENERAL CONDITIONS:

1.1 The preference point system is applicable to all local manufacturers/ suppliers/service providers.

1.2 Failure on the part of a Bidder to fill in and/or to sign the certificate will be interpreted to mean that point preference is not claimed.

1.3 The Musina Local Municipality reserves the right to require of a Bidder, either before a bid adjudicated or at any time subsequently, that he/she should substantiate any claim in regard to preference, n any manner required by the Council.

2. GENERAL DEFINITIONS:

The defined words and expressions printed in **bold** letter, shall have the meanings herby assigned to them unless such meanings are inconsistent with the context of a particular tender or contract:

2.1 **Control:** The possession and exercise of legal authority and power to manage the assets. Goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.

2.2 **Commercially useful Function:** The performance of real actual work, or the provision of services, in the execution of any contractual obligation which the business has the skill and expertise to undertake and the responsibility of management and supervision.

2.3 **Equity ownership:** The percentage ownership and control, exercised by individuals within an enterprise determined in accordance with par 3.

2.4 **Owned:** Having all the customary elements of ownership, including the right of decision making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated

by an examination of the substance, rather than the form of ownership arrangements.

2.5 **Historically disadvantaged individuals (HDI):** All South African Citizens:

(1) who, due to the apartheid policy that has been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act 200 of 1993) ("the Interim Constitution") and/or
(2) who is a female; and/or
(3) who has a disability

Persons who obtained South African citizenship after the first democratic elections in April 1994, cannot qualify for preference as a HDI

3. ESTABLISHMENT OF HIS EQUITY OWNERSHIP IN AN ENTERPRISE

3.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.

3.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership **may not be claimed.**

4. ADJUDICATION USING A POINT SYSTEM

4.1 Responsive bids will be adjudicated by the Council using a system which awards points on the basis of :

< The Bidding Price
< Equity Ownership

4.2 The Bidder with the highest number of points will not necessarily be awarded the contract.

4.3 The preference point system should be calculated on the comparative price only.

4.4 Points scored will be rounded off to 2 decimal places.

4.5 In the event of equal points scored, the bid will be awarded to the Bidder scoring the highest number of points for equity owned by historically disadvantaged individuals.

5. POINTS AWARDED FOR PRICE

The following point system is prescribed in the Regulation of the Act. (All references to **regulations** and/or **sub-regulations**, referred to the Regulations in terms of Section 5 of Act 5 of 2000.)

5.1 The 80/20 preference point system

The following formula must be used to calculate the points for price in respect of bids / procurement with a Rand value equal to, or below R50 000 000(inclusive of all applicable taxes)

$$Ps = 80\left(1 - \frac{(Pt - P\,min)}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Rand value of offer tender consideration

Pmin = Rand value of lowest acceptable bid

- A maximum of 20 points may be awarded to a Bidder for being an HDI and/or subcontracting with an HDI and/or achieving any of the specified goals stipulated in the regulation.
- The points scored by a Bidder in respect of the goals contemplated in sub-regulation (2) must be added to the points scored for price.
- Only the bid with the highest number of points scored may be selected.

5.2 The 90/10 preference point system

The following formula must be used to calculate the points for price in respect of bids/procurement with a Rand value above R50 000 000(inclusive of all applicable taxes)

$$Ps = 90\left(1 - \frac{(Pt - Pmin)}{Pmin}\right)$$

Where

Ps = Points scored for price of bid under consideration.

Pt = Rand value of bid under consideration.

Pmin = Rand value of lowers acceptable bid

- A maximum of 10 points may be awarded to a bidder for being an HDI and/or subcontracting with an HDI and/or achieving any of the specified goals stipulated in the regulation.

- The points scored by a Bidder in respect of the goals contemplated in sub-regulation (2) must be added to the points scored for price.

5.3 The 80/20 preference point system for disposal or leasing of state assets and income generating procurement

The following formula must be used to calculate the points for price in respect of bids with a Rand value equal to, or above R50 000 000 and which relate to income generating contracts.

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

Where
Ps = Points scored for prices of tender under consideration
Pt = Rand value of bid under consideration
Pmax = Rand value of highest acceptable bid

- A maximum of 20 points may be awarded to a Bidder for being an HDI and/or subcontracting with an HDI and/or achieving any of the specified goals stipulated in the regulation.

- The points scored by a Bidder in respect of the goals contemplate in sub-regulation (2) must be added to the points scored for price.

- Only the bid with the highest number of points scored may be selected.

5.4 The 90/10 preference point system for disposal or leasing of state assets and income generating procurement

The following formula must be used to calculate the points for price in respect of bids with a Rand value above R50 000 000 and which relate to the income generating contracts

$$Ps = 90\left(1 + \frac{(Pt - Pmax)}{Pmax}\right)$$

Where
Ps = Points scored for price and tender under Consideration
Pt = Rand value of bid under consideration
Pmax = Rand value of highest acceptable bid

- A maximum of 10 points may be awarded to a Bidder for being an HDI and/or subcontracting with an HDI and/or achieving any of the specified goals stipulated in the regulation.

- The points scored by a Bidder in respect of the goals contemplated in sub-regulation (2) must be added to the points scored for price.

6. POINTS AWARDED FOR EQUITY OWNERSHIP BY HDI'S

(1) Preference points stipulated in respect of a bid must include preference points for equity ownership by HDI's

(2) The equity ownership contemplated in sub-regulation (I) must be equated to the percentage of an enterprise of business owned by individuals or in respect of a company, the percentage of a company's shares that are owned by individuals, who are actively involved in the management of the enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the bid.

(3) In the event that the percentage of ownership contemplated in sub-regulation (2) changes after the closing date of the bid, the Bidder must notify the relevant organ of state and such Bidder will not be eligible for any preference points.

(4) Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise of business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.

(5) Subject to sub-regulations (1), (2), (3) and (4), all claims made for equity ownership by an HDI must be considered according to the following criteria:

(a) Equity within private companies must be based on the percentage of equity ownership.

(b) Preference points may not be awarded to public companies and tertiary institutions;

(c) The following formula must be applied to calculate the number of points for equity ownership by an HDI;

$$NEP = NOP \times \frac{EP}{100}$$

Where
NEP = Points awarded for equity ownership by an HDI
NOP = The maximum number of points awarded for equity ownership by an HDI

EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with sub-regulations (1), (2), (3), and (4)

(6) Equity claims for a Trust may only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust.

(7) Documentation to substantiate the validity of the credentials of the trustees contemplated in sub-regulation (6) must be submitted to the relevant organ of state

(8) A Consortium of Joint Venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.

(9) The number of points scored for a Consortium or Joint Venture must be added to the number of points scored for achieving specified goals.

(10) The points contemplated in sub-regulation (9) must be added to the points scored for price, in order to establish the total number of points scored.

(11) Subject to regulations 9 and 10, the contract must be awarded to the bid which scores the highest points.

(12) A person awarded a contract as a result of preference for contracting with, or providing equity ownership to, an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for such preference.

7. TOTAL BIDDING ADJUDICATION POINTS

7.1 The total number of bidding adjudication points awarded (N), is the sum of:

Np + Nep (Not to exceed 100)

8. BID DECLARATION

8.1 Bidders who wish to claim points in respect of Equity Ownership **must complete** the Declaration of Interest form.

MUSINA LOCAL MUNICIPALITY
Form A

(To be completed by Bidder)

FORM OF BID

TO: Municipal Manager
Musina Local Municipality
Musina

Sir,

BID NO: _____

DESCRIPTION: _____

I/We the undersigned, hereby did and should this bid be accepted in whole or in part, undertake to supply and deliver in good order and condition the material and/or equipment and/or to perform the works to be done to my/our ability and in conformity with the conditions, stipulations and quantities set out in the bid specifications and schedules attached hereto, in accordance with the order(s) which the Council may place in consideration of the price or rates set out in the said price schedule.

I/We hereby declare that I/We have read the said documentation and that I/We am/are fully acquainted with the contents thereof, and have signed all documents.

Witnesses

1. _____ _____
SIGNATURE

2. _____ _____
FIRM

_____

ADDRESS

Where the Bidder is a Company, Corporation or Firm, it must be stated by what authority the person signing does so i.e. by Articles of Association, Resolution, Power of Attorney or otherwise.

MUSINA LOCAL MUNICIPALITY
Form B

(To be completed by Bidder)

SIGNATORY AUTHORISATION

I/We the undersigned, am/are authorised to enter into this contract on behalf of:

_____
(Name of Firm)

by virtue of _____ dated _____

Certified copy of the above authorisation is attached to this bid.

WITNESSES:

1. _____ _____
Signature(s)

_____
Full name of signatory

_____
Firm

2. _____ _____

_____
Address

PLEASE NOTE: **Failure** to complete all blank spaces on this form or to attend to other details mentioned therein will render the bid liable to rejection.

MUSINA LOCAL MUNICIPALITY

Form C

(To be completed by Bidder)

DECLARATION OF INTEREST

1. Information:

1.1 Name of firm : ……..
1.2 Postal address :……
……..
……..
……..
1.3 Physical address : ……..
……..
……..
……..
1.4 Telephone No. ……..
1.5 Fax No. : ……..
1.6 Contact Person : ……..
1.7 Company/enterprise ……..
1.8 Income tax reference No. ……..
1.9 VAT Registration No. ……..
1.10 Company registration No. ……..
1.11 Municipal Services Account No (if any) ……

***{Attached original copy of Tax Clearance Certificate from SARS or other suitable arrangement document issued by the SARS at the back of the bid document, as prescribed by the Preferential Procurement Policy Framework Act (5 of 2000).}**

2. Type of firm □

□ Partnership
□ One person business/sole trade
□ Close Corporation
□ (Pty) Limited
□ Trust
□ Other
(Tick one box)

3. Describe principal business activities

……

……

4. Company classification

- □ Manufacturer
- □ Supplier
- □ Professional service provider
- □ Contractor
- □ Other service providers, e.g. transporter, etc.

(Tick one box)

5. Total number of years the firm has been in business?
……

6. Street addresses of all facilities used by the firm (e.g. warehouses, storage spaces, offices, etc.)

6.1 ……..
6.2 ……..
6.3 ……..

7. Do you share any facilities? □Yes □No (Tick on box)

If yes, which facilities are shared? …….
With whom do you share facilities {name of firm(s)/individual(s)}
……
……
……
What is the other firm's principal business activities?
……
……

Are you affiliated with a professional body/organisation?

□ Yes □ No (Tick on box)

If yes, please state these affiliations

……
……
……
……
……

……
……
……

8. List all partners, proprietors and shareholders etc. by name, Identity number, citizenship, HDI* status and ownership, as relevant.

Refer to paragraph 3.1 and 3.2 of Preference Point Explanation document.

Name	Status of Company	Identity Number	Citizen-Ship	HDI Status (Yes/No)	Date of ownership	% Owned by HDI's	Gender	Disability

NOTE: Where owners are themselves a company or partnership, identify the ownership of the holding firm.

- Refer to paragraph 2.5 of Preference Point Explanation.

9. Equity ownership claimed

- HDI Equity Ownership …….% = ……. Points out of 20.
  (<R1 000 000)

10. How many permanent staff members are employed by the firm:
……..

10.1.1 List all individuals responsible for daily management and business decisions (Board, senior management team and responsibility) Attach separate list if necessary

Name	HDI (Y/N)	Gender	Responsibility	Length of service

11. List **All Contractors joint venture partners for this tender.**

11.1 CONTRACTS

Name of contractor and subcontractor	HDI (Y/N)	Gender	Percentage of work by each	Rand value
Total contract value			100%	R

Please submit copy of agreement(s) of subcontractors or joint ventures.

11.2 CORPORATE FINANCIAL STATUS

Audited financial statements from the most recent fiscal year, and the preceding two financial years.

11.3 COMPULSORY

Please submit copy of agreements I/We (1)……(2)…..…… (names) hereby certify that to the best of my/our knowledge the information, facts and representations are correct and that I/We are duly authorized to sign on behalf of the tenderer

12 I/We, the undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm certifies that the item(s) mentioned in part of the foregoing certificate qualifies/qualify for the preference(s) shown and acknowledge(s) that:

12.1 The information furnished is true and correct.

12.2 The Equity Ownership claimed is in accordance with the General Conditions.

12.3 Not more than 25% of the value of the contract at the time of award, exclusive of VAT and all allowances for contingencies and escalation, will be subcontracted to other parties.

12.4 In the event of a contract being awarded as a result of preferences claimed as shown in paragraph 9, the contractor may be required to furnish documentary proof to the satisfaction of the Musina Local Council that the claims are correct.

12.5 If the claims are found to be incorrect, the Council may, in addition to any other remedy it may have and be virtue of the authority conferred by Act 5 of 2000 –

- Recover all costs, losses or damages incurred or sustained by the Council as a result of the contract; and/or
- Cancel the contract and claim any damages which the Council may suffer by having to make less favourable arrangements after such cancellation; and/or
- Impose a penalty not exceeding 25% of the contract price.

A credible black economic empowerment deal should contain the four main aspects but not limited to:

• Ownership	:	Equity participation
	:	Asset ownership
	:	Acquire rights to and obligations
• Control	:	Ability to exercise legal rights associated with ownership
	:	51% shareholding or majority shareholding Control of the Board
• Management	:	HDI's day-to-day running of the business
• Transfer of skills	:	Capacity transfer
	:	Skill transfer
	:	Employee training

……...
SIGNATURE(S) BIDDER(S)

Print
Name(s):……...
……..

DATE:……. ADDRESS:…….

WITNESSES:

A …… ……

B ……

ANNEXURE C

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

3.2 Identity Number:
……

3.3 Position occupied in the Company (director, trustee, hareholder[2]):……..

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.
…….

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

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

(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.……...……
……

3.10 Do you have any relationship (family, friend, other) with 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**

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender shall be awarded for:
(a) Price; and
(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
(80/20 preference point system is applicable, corresponding points must also be indicated as such.
Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Points for HDI status (At least 51% Black owned)	10	
Points for 51% Women's Equity	4	
Points for black person with Disability	3	
Points for 51% owned Youth firm	3	
Form not completed or submitted	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……

4.4. Company registration number: ……..

4.5. TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

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

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

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

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

SURNAME AND NAME: .....

DATE: .....

ADDRESS:

.....

.....

.....

MBD8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	**Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?** (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	**Question**	**Yes**	**No**

4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

……... **……..**
Signature **Date**

……. **……..**
Position **Name of Bidder**

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

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

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

a. take all reasonable steps to prevent such abuse;

b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

_

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:_____that:

(Name of Bidder)

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

    (a) has been requested to submit a bid in response to this bid invitation;
    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

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

…… ……

Signature Date

…… ……

Position Name of Bidder

MUSINA LOCAL MUNICIPALITY

Form D

(To be completed by Bidder)

CERTIFICATE OF PREFERENCE CLAIMED BY BIDDER FOR LOCAL CONTENT AND SABS MARK

1. The attention of Bidders is directed to the preferences summarized in Section 35 of the Local Government Ordinance of 1939. The preferences are quoted hereunder to facilitate reference.

2. Bidders, offering goods in respect of which these preferences may be claimed, and who in fact do claim these preferences, are required to quote the number of the contract item or to describe the article under the heading "No of Contract Item/Description" opposite the relevant preference classification and to complete paragraph 5 of the certificate.

3. Bidders claiming preference are further required to state, in the column provided hereunder the country of origin of goods wholly imported or the local content of goods manufactured of both South African and imported components.

Preference Classification	No. of contract Item/Description of Article	Country of origin
a) 1% - where the local content in relation to the bid price is not more than 5%		
b) 2% - where the local content in relation to the bid price is more than 5% but not more than 10%		
c) 3% - where the local content in relation to the bid price is more than 10% but not more than 20%		
d) 4% - where the local content in relation to the bid price is more than 20% but not more than 30%		
e) 5% - where the local content in relation to the bid price is more than 30% but not more than 40%		

f) 6% - where the local content in relation to the bid price is more than 40% but not more than50%		
g) 7% - where the local content in relation to the bid price is more than 50% but not more than 60%		
h) 8% - where the local content in relation to the bid price is more than 60% but not more than 70%		
i) 9% - where the local content in relation to the bid price is more than 70% but not more than 80%		
j) 10% - where the local content in relation to the bid price is more than 80%		
k) 2,5% - on goods manufactured in South Africa and bearing the stamp of the SABS where such goods are offered in competition with other goods manufactured in South Africa, but without the stamp of the SABS and such preference shall be calculated on the bidding price and shall be in addition to any preference allowed under a) to j) above.		
l) 1% - where imported goods are offered in competition with other imported goods, from stock held in South Africa		

4. INTERPRETATION OF TERMS

For the purpose of paragraph 3 –

"local content" shall mean that portion of the bidding price which is not included in the definition "imported content" shall mean the delivered cost at the factory in the Republic of South Africa, of that portion of the bidding price which is imported or to be imported irrespective whether imported or to be imported by the Bidder, or his suppliers or sub-contractors.

"delivered cost at the factory" shall mean the overseas costs plus direct import cost such as freight, landing costs, dock dues and import duty at the South African port of entrance as well as transport and handling cost to the factory in the Republic of South Africa where the goods offered are manufactured or assembled.

5. I/We certify that I/We fully and accurately examined the cost and that to the best of my/our knowledge, belief and experience the preference rate claimed by me/us is correct and in accordance with the true local content.

Name of Bidder (in full) _____

Address _____

_____

_____

_____ Date: _____

Signature of person/s authorised to sign this certificate on behalf of the Bidder:
……..

Witnesses

1._____ 2._____

MUSINA LOCAL MUNICIPALITY
Form E

(To be completed by Bidder)

CONTRACT BETWEEN THE EMPLOYER AND BIDDER IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT

The Employer and the Bidder hereby agree, in terms of the provisions of Section 37(2) and Section 10 of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as the Act, that the following arrangement and procedures shall apply between them to ensure compliance by the Tenderer with the provisions of the Act, namely:

1. The Bidder undertake to acquaint the appropriate officials and employees, including temporary employees, of the Bidder with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.

2. The Bidder undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulation will be fully complied with.

3. The Bidder hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolve the Musina Local Municipality from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions.

4. The Bidder agrees that all duly authorised officials of the Musina Local Municipality shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Bidder has complied with his undertakings as set our more fully in paragraphs 1 and 2 above, which steps may include, but will not be limited to, the right to inspect and appropriate site or premises occupied by the Bidder, or to inspect any appropriate records held by the Bidder.

5. The Bidder shall be obliged to report forthwith to the Musina Local Municipality any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and

Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Contract Number:……

Description:
……
……

SIGNED ON BEHALF OF THE MUSINA LOCAL MUNICIPALITY:

DATE: ……

SIGNATURE: …..……..

DESIGNATION: ……

ADDRESS: PRIVATE BAG X611
MUSINA

SIGNED ON BEHALF OF THE BIDDER:

DATE: ……

SIGNATURE: ……

DESIGNATION: ……

ADDRESS: ……..

……..

……..