INVITATION TO BID

(In terms of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005)

BID NO: NLM2027-002A

APPOINTMENT OF SERVICE PROVIDER FOR TELEPHONE SERVICES, NETWORK INFRASTRUCTURE AND OTHER IT SERVICES FROM DATE OF AWARD UNTIL 30 JUNE 2029

Closing Date and Time: FRIDAY, 20 NOVEMBER 2026 at 12H00

NAME OF BIDDER:		**Bidder VAT registered?**
TOTAL BID PRICE (INCL VAT): **(Brought forward from MBD 3.1)**		**Yes:** ☐ **No:** ☐

Please note that it is compulsory for all service providers to complete the above required information

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1. BID CHECKLIST

Bidders are to use this checklist to ensure that the bid documentation is complete for administrative compliance. The bidder is to indicate that the documentation is complete and included in the bid document by completing the table below.

Tick to indicate that the information is included

Item	Description	Yes	No	n/a
1.	Is your business registered as accredited prospective supplier with the CSD?	☐	☐	☐
2.	Is the bid document administration fee paid and a copy of the receipt attached to the bid document?	☐	☐	☐
3.	Did you read and understand all pages of the bid document?	☐	☐	☐
4.	Did you complete the bid documents in black ink?	☐	☐	☐
5.	Did you provide a certified copy of your company registration and VAT registration certificates?	☐	☐	☐
6.	Did you provide a certified copy of your identity document in case of sole proprietorship?	☐	☐	☐
7.	Did you provide registration certificate pertaining to the relevant industry e.g. (Electrical Contractors Board), if applicable?	☐	☐	☐
8.	Did you provide a covering letter?	☐	☐	☐
9.	Did you provide an original and valid tax clearance certificate? (MBD2)	☐	☐	☐
10.	Did you complete and sign the Bid Declaration Form? (section 3)	☐	☐	☐
11.	Where applicable, is the resolution taken the Board of Directors/Members/Partners completed and signed? (section 4)	☐	☐	☐
12.	Where applicable, is the resolution taken the Board of Directors of a Consortium or Joint Venture completed and signed? (section 5)	☐	☐	☐
13.	Is invitation to bid completed and signed?(MBD 1)	☐	☐	☐
14.	Is the Declaration of Interest completed and signed? (MBD 4)	☐	☐	☐
15.	Is the Declaration of Bidder's Past Supply Management Practices completed and signed? (MBD 8)	☐	☐	☐
16.	Is the Certificate of Independent Bid Determination completed and signed? (MBD 9)	☐	☐	☐
17.	Did you complete and sign the Previous Work Experience of a Similar Nature section? (section 9)	☐	☐	☐
18.	Is the Preference Points Claim Form in Terms of the Preferential Procurement Regulation 2011 completed and signed? (MBD 6.1)	☐	☐	☐
19.	Did you provide an original and valid B-BBEE status level verification certificate or a certified copy thereof or, if you qualify as an EME, did you provide a verification certificate? (MBD 6.1)	☐	☐	☐
20.	Does the product/service offered conform to the Bid Specifications?	☐	☐	☐
21.	Is Pricing Schedule completed?(MBD 3.1)	☐	☐	☐
22.	Where applicable, is the Declaration for Procurement Above R10 million (all applicable taxes included) completed and signed? (MBD 5)	☐	☐	☐
23.	Did you attach the annual financial statements as required in MBD 5? (For Procurements above R10 million)	☐	☐	☐

2. SPECIAL CONDITIONS OF BID

1. The Municipality's document must be kept as supplied and submitted with all schedules / forms fully completed.

2. Any other documents, certificates etc. must be attached as an annexure to the official Municipal document.

3. Where the Municipality's official document is taken apart and not submitted as supplied, the bid might be rejected.

4. Schedules / forms not duly completed and signed by the bidder will result in a bid not being considered.

5. All Forms of Special Conditions in Specifications should be included.

6. The bid document must be completed in black ink, and prices must be VAT inclusive, unless otherwise specified.

7. The lowest or any Bid will not be necessarily be accepted, and the NALEDI LOCAL MUNICIPALITY reserves the right to accept the whole or any portion of a Bid.

8. All prices and details must be legible to ensure the bid will be considered for adjudication.

9. Corrections may not be made by means of correction fluid such as Tip – Ex, or any other similar product. In the event of a mistake being made, it should be crossed out in ink and be accompanied by a full signature at each and every alteration. The Municipality reserves the right to reject the bid if corrections are not made in accordance with the above.

10. All bid documents must include the following documents:
    - Receipt (original) for bid documents;
    - Certified copies of cc/co registration certificates;
    - Certified copy of Identity document in the case of sole proprietorship;
    - Original or certified copy of B-BBEE status level verification certificate; and
    - Original copies of Tax clearance certificates.
    - Compliant CSD
    - Municipal Rates and Taxes not in arrears for more than 90 days

11. The bidder may submit a comprehensive company profile, for example the founding company statements, as well as a detailed exposition of previous work done.

12. Bidders are required to be registered on the NALEDI LOCAL MUNICIPALITY's Supplier Database. Consultants are required to be registered on the Municipality's Consultant Roster System (Application forms are obtainable from the Finance Department of the Municipality).

13. No bid forwarded by e – mail, telegram, telex, facsimile or similar apparatus will be considered.

14. Late bids shall not be admitted for consideration.

15. Bids must be properly received and deposited in the bid box of the NALEDI LOCAL MUNICIPALITY on or before 12:00 on FRIDAY, 20 NOVEMBER 2026. Bid offers must be submitted in a sealed envelope properly marked in terms of the bid number and bid description, at the offices of the Municipality situated at 19A Market Street, VRYBURG, 8601.

16. Copyright / Patent Rights – Copyright in any document produced, and the patent rights or ownership in any plant, machinery, thing, system or process designed or devised, by a consultant in the course of the consultancy service is vested in the NALEDI LOCAL MUNICIPALITY.

3. BID DECLARATION

1. I/we Mr/Mrs/Messrs_____duly assigned to represent the bidder for the purpose of this bid, hereby bid to supply the goods and/or render services described in the attached documents to the NALEDI LOCAL MUNICIPALITY on terms and conditions stipulated in this bid and in accordance with the specifications stipulated in the bid documents (which shall be taken as part of, and incorporated into this bid) at the prices reflected in the Pricing Schedule.

2. I/we agree that this offer shall remain valid for a period of **90** days commencing from the closing date and time of this bid.

3. I/We further agree that:

   3.1 This bid and its acceptance shall be subject to the terms and conditions contained in the in the NALEDI LOCAL MUNICIPALITY's Supply Chain Management Policy;

   3.2 if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the NALEDI LOCAL MUNICIPALITY may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the NALEDI LOCAL MUNICIPALITY and I/we will then pay to the NALEDI LOCAL MUNICIPALITY any additional expense incurred by the NALEDI LOCAL MUNICIPALITY having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid; the NALEDI LOCAL MUNICIPALITY shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the NALEDI LOCAL MUNICIPALITY may sustain by reason of my/our default;

   3.3 If my/our bid is accepted the acceptance may be communicated to me/us by letter or order by certified mail or registered mail. Such posting shall be deemed to be proper service of such notice with effect from the date of posting/dispatch of such notice;

   3.4 The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served at (full street address of this place):

   _____

4. I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

5. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.

6. I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me/us as a result of such action.

7. I/we declare that I/we have participation/no participation* in the submission of any other offer for the supplies/services described in the attached documents. *If in the affirmative, state name(s) of bid(s) involved.

   _____

   _____

Name of Bidder: _____ Signature _____

4. RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS / PARTNERS

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

_____
(Name of Bidder)

Held at_____On _____
(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Bid to the NALEDI LOCAL MUNICIPALITY in respect of the following project:

   NLM2027-002A: APPOINTMENT OF SERVICE PROVIDER FOR TELEPHONE SERVICES, NETWORK INFRASTRUCTURE AND OTHER IT SERVICES FROM DATE OF AWARD UNTIL 30 JUNE 2029

2. Mr/Mrs/Ms _____

   In his/her capacity as_____and who will sign as follows:

   _____
   (Specimen Signature)

   be, and is hereby, authorised to sign the Bid and/or all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any contract, and/or all documentation resulting from the award of the bid to the enterprise mentioned above.

Note: The resolution must be signed by all the directors or members/partners of the bidding enterprise. Should the space provided below not be sufficient for all directors to sign, please provide a separate sheet in the same format as below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

Enterprise Stamp

5. RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

_____
(Name of Bidder)

Held at_____On _____
(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Bid to the NALEDI LOCAL MUNICIPALITY in respect of the following project:

   NLM2027-002A: APPOINTMENT OF SERVICE PROVIDER FOR TELEPHONE SERVICES, NETWORK INFRASTRUCTURE AND OTHER IT SERVICES FROM DATE OF AWARD UNTIL 30 JUNE 2029

   As a Consortium/Joint Venture comprising *(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)*

   _____
   (Enterprise full Name and Registration Number)

   _____
   (Enterprise full Name and Registration Number)

2. Mr/Mrs/Ms _____

   In his/her capacity as_____and who will sign as follows:

   _____
   (Specimen Signature)

   be, and is hereby, authorised to sign the Bid and/or all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any contract, and/or all documentation resulting from the award of the Bid to the **Consortium/Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfilment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered into with the NALEDI LOCAL MUNICIPALITY in respect of the project described above under item 1.

4. The **Consortium/Joint venture** enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and contract with the NALEDI LOCAL MUNICIPALITY in respect of the project under item 1:

   _____
   (Physical Address)

Note: The resolution must be signed by all the directors or members / partners of the bidding enterprise. Should the space provided below not be sufficient for all directors to sign, please provide a separate sheet in the same format as below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

Enterprise Stamp

6. INVITATION TO BID (MBD 1)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NALEDI LOCAL MUNICIPALITY

BID NUMBER:	NLM2027-002A
CLOSING DATE AND TIME:	FRIDAY, 20 NOVEMBER 2026 at 12H00
BID DESCRIPTION:	APPOINTMENT OF SERVICE PROVIDER FOR TELEPHONE SERVICES, NETWORK INFRASTRUCTURE AND OTHER IT SERVICES FROM DATE OF AWARD UNTIL 30 JUNE 2029

The Successful bidder will be required to fill in and sign a written Contract Form (MDB 7**)**

NB: Bids must be properly received and deposited in the bid box of the NALEDI LOCAL MUNICIPALITY on or before the closing date and before the closing time. Bid offers must be submitted in a sealed envelope properly marked in terms of the bid number and bid description as indicated above. No bid offers will be accepted via e-mail, facsimile (fax) or telegram.

BID DOCUMENTS MAY BE POSTED TO:

P.O. Box 35
VRYBURG
8600

OR

DEPOSITED IN THE BID BOX SITUATED AT:

19A Market Street
VRYBURG
8601

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is available during office hours (Monday to Friday, 07H30 to 16H15).

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

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

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER ……

POSTAL ADDRESS ……

STREET ADDRESS ……

TELEPHONE NUMBER CODE……NUMBER……

CELLPHONE NUMBER ……

FACSIMILE NUMBER CODE……NUMBER…… E-MAIL ADDRESS ……

VAT REGISTRATION NUMBER……

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2) *YES / NO
* Delete if not applicable

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) *YES / NO
* Delete if not applicable

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?
An accounting officer as contemplated in the Close Corporation Act (CCA)
A verification agency accredited by the South African National Accreditation System (SANAS)
A registered auditor
(Tick applicable box)

(**A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE**)

ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED? *YES / NO
* Delete if not applicable
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER ……

DATE ……

CAPACITY UNDER WHICH THIS BID IS SIGNED ……

TOTAL BID PRICE **R**……

TOTAL NUMBER OF ITEMS OFFERED ……

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality: **NALEDI LOCAL MUNICIPALITY**

Department: **Finance**

Contact Person: **SUPPLY CHAIN MANAGEMENT OFFICE**

Tel: **(053) 928 2247/61**

Fax: **(053) 927 6181**

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: **B KEBOTLHALE**

Tel: **053 928 2233**

Fax: **(053) 927 6181**

7. TAX CLEARANCE REQUIREMENTS (MBD 2)

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1 In order to meet this requirement Suppliers are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign Suppliers / individuals who wish to submit quotations.

2 SARS will then furnish the supplier with a Tax Compliance Status pin, that will be valid for a period of 1 (one) year from the date of approval, which can be used by supplier to download a Tax Clearance Certificate via e-Filing to be submitted together with the Tax Compliance Status pin.

3 Bidders should submit a proof of registration on the CSD (Central Supplier Database) by submitting a CSD report not older than fourteen (14) days from closing date of this Quotation document. Registration on the CSD can be accessed at www.csd.gov.za.

4 The original Tax Clearance Certificate and Tax Compliance Status pin must be submitted together with the Quotation. Failure to submit the original and valid Tax Clearance Certificate and Tax Compliance Status pin will result in the invalidation of the Quotation. Certified copies of the Tax Clearance Certificate and Tax Compliance Status pin will not be acceptable.

4 In quotations where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate and a Tax Compliance status pin.

5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate

Purpose

Select the applicable option ..... Tenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)

Trading name (if applicable)

ID/Passport no

Company/Close Corp. registered no

Income Tax ref no

PAYE ref no 7

VAT registration no 4

SDL ref no L

Customs code

UIF ref no U

Telephone no CODE - NUMBER

Fax no CODE - NUMBER

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no CODE - NUMBER

Fax no CODE - NUMBER

E-mail address

Physical address

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

Are you currently aware of any Audit investigation against you/the company?..... YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct _____ to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

C C Y Y — M M — D D

Date

Name of representative/ agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

C C Y Y — M M — D D

Date

Name of applicant/ Public Officer

Notes:

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
   (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
   (b) without just cause shown by him, refuses or neglects to-
      (i) furnish, produce or make available any information, documents or things;
      (ii) reply to or answer truly and fully, any questions put to him ...

      As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

8. PRICING SCHEDULE – FIRM PRICES (MBD 3.1)

(PURCHASES)

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

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

Name of Bidder: ……

Bid number: NLM2027-002A
Closing day and time: FRIDAY, 20 NOVEMBER 2026 at 12H00
Bid description: APPOINTMENT OF SERVICE PROVIDER FOR TELEPHONE SERVICES, NETWORK INFRASTRUCTURE AND OTHER IT SERVICES FROM DATE OF AWARD UNTIL 30 JUNE 2029

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

1.1 OVERVIEW

This bid specification establishes the requirement for the installing , testing, commissioning and training of PABX and business solution of telephone management system for the **Naledi Local Municipality**. The purpose is to upgrade the existing PABX system, at the attached list of offices. **The Installation process must be effected within 60 Days after the award of the contract.**

The bidder must also ensure that all new services are fully tested and available prior to the cut-over.

1.2 INSTALLATION

1.2.1 COMPLIANCE WITH SPECIFICATION

- Unless deviation from the specification is clearly stated by the bidder before the closing period, the offer shall be taken as complying in detail with the Terms of Reference. The successful bidder shall therefore be held liable on all terms and conditions contained herein.
- Proposed variation / amendments must be presented at the compulsory briefing session for review and final decision by the **Naledi Local Municipality**. No variation or amendments to this specification or any other subsequent contract shall be of any force unless approved in writing by the Naledi Local Municipality.
- All equipment / material delivered in accordance with this bid shall be NEW, fully complying with ICASA and of the best professional quality standards applicable in the Telecommunication and Network Industry.
- It is compulsory that the prospective bidder must inspect the sites and create a schedule thereof. Bidders should acquaint themselves with the locations environment, cabling and telephones at the offices. The final bid presented must be based on the investigation and recommendations thereof.

1.2.5 PRICING / VALIDITY/ ACCEPTANCE

- Prices are to be quoted in Rand, VAT included, for the supply, delivery, installation, training and commissioning of the complete system.
- The Municipality does not bind itself to accept the whole, lowest or any other bid, nor shall the Municipality be liable for any expenses/ losses that may have been incurred by the successful bidder in the preparation / delivery of this bid.
- The Naledi Local Municipality shall not be liable for payment of commission to other parties.
- Additions to Network Infrastructure Specification :
    - Service and Maintenance of the following needs to be added in this Bid :

1. Network Cabinets
2. Network Points
3. Network Switches
4. Service of Backup UPS Units (Every Six Months).
5. Telephone System (IP Pabx)
6. Telephone Handsets (IP Phones)
7. Telephone Lines (VoIP)

- Kindly provide the **Naledi Local Municipality** with Separate Pricing for additional Network Points and Telephones.
- Full payment for the supply and installation of the system will be made after commissioning or after acceptance by the **Naledi Local Municipality**, whichever shall be the latest, subject to the satisfactory performance of the equipment.
- The successful bidder shall notify the **Naledi Local Municipality** in writing , should they sub-contract after the award of the contract.
- Furthermore the **Naledi Local Municipality** will not be liable for any claims by such sub-contractor(s).
- The proposal must be submitted in a clearly marked envelope.

EVALUATION CRITERION:

BIDDERS MUST SCORE A MINIMUM OF 75 FUNCTIONALITY POINTS TO BE CONSIDERED FOR FURTHER EVALUATION. THESE BIDS WILL BE EVALUATED FOR FUNCTIONALITY IN THE FOLLOWING MANNER:

CATEGORY	REQUIREMENT	WEIGHT
Points allocated to the bidders	Naledi = 25 District = 15 Province = 10 National = 5	25
Bidder's proven competence in upgrading and maintenance of PABX System and handsets. Also migration of current lines to new system. Note: APPOINTMENT LETTER AND REFERENCE LETTERS must be from different companies. 1 X APPOINTMENT LETTER = 2.5 1 X REFERENCE LETTER= 2.5 APPOINTMENT LETTER + REFERENCE LETTER = 5	Rendering service for upgrading and maintenance of PABX System including handsets Submitted 3 or more reference letters and appointment letters = 15 points	15

Bidder's proven competence in Upgrade and maintenance of existing network infrastructure Note: APPOINTMENT LETTER/PURCHASE ORDER AND REFERENCE LETTERS must be from different companies. 1 X APPOINTMENT LETTER = 2.5 1 X REFERENCE LETTERS= 2.5 APPOINTMENT LETTER + REFERENCE LETTER = 5	Rendering service for upgrade and maintenance of existing network infrastructure Submitted 3 or more reference letters and appointment letters = 15 points	15
Bidder's proven competence in supply and delivery of mobile phones, tablets and data. Note: Reference letters must be from different companies. 1 X APPOINTMENT LETTER = 2.5 1 X REFERENCE LETTERS= 2.5 APPOINTMENT LETTER AND REFERENCE LETTER = 5	Rendering service for supply and delivery of mobile services Submitted 3 or more reference letters and appointment letters =15 points	15
Migration, hosting and updating of website Note: Reference letters must be from different companies. 1 X APPOINTMENT LETTER = 2.5 1 X REFERENCE LETTERS= 2.5 APPOINTMENT LETTER + REFERENCE LETTER = 5	Rendering service on migration, hosting and updating of website Submitted 3 or more reference letters and appointment letters = 15 points	15
Bidder's proven competence in upgrade and maintenance of existing biometric system. Note: Reference letters must be from different companies. 1 X APPOINTMENT LETTER = 2.5 1 X REFERENCE LETTERS= 2.5 APPOINTMENT LETTER + REFERENCE LETTER = 5	Rendering service for upgrade and maintenance of biometric system Submitted 3 or more reference letters and appointment letters = 15 points	15
TOTAL FUNCTIONALITY POINTS		**100**

NB: Only bidders who are registered on the National Treasury Central Supplier Database (CSD) and bids accompanied by a FULL CSD report will be considered for evaluation. The registration on the CSD can be accessed at www.csd.gov.za.

2. PRICING SCHEDULE

Network - Specifications :

2.1 TRAINING DETAILS

- Bidders should provide full details of the training schedule for extensions users, Switchboard Operators, Telephone Administrators and Network Centre staff.
- Bidders must also provide the **Naledi Local Municipality** with user manuals.

DESCRIPTION			
STANDARD REQUIREMENTS	**QTY**	**UNIT PRICE**	**TOTAL**
Network : • **48 – Port Management Network POE Switch – Must be POE (All Switches must be Layer 3 – Netgear)** • **24 – Port Management Network POE Switch – Must be POE (All Switches must be Layer 3 – Netgear)** • **8 – Port Management Network POE Switch – Must be POE (All Switches must be Layer 3 – Netgear)**	**(12 x 48 Port POE Switches) 8 To be installed and 4 to be kept as Spares.**		
NB. All sites are to be fitted with Network Cabinets for Safety purposes : 1. Head Office – 1 x 42 Network Cabinet incl. Peripherals + 4 x 12U Network Cabinet incl. Peripherals + 4 1KVA per Network Cabinet. 2. Traffic / Fire and Huhudi Remote Offices - 1 x 12U Network Cabinet on each Site incl. Peripherals + 1 x 3KVA Invertor per Site. 3. All other Remote Sites – 11 x 4U Network Cabinets incl. Peripherals + 1 x 1KVA Invertor per Site.	**(8 x 24 Port POE Switches) 4 To be installed and 4 to be kept as Spares.**		

Network Infrastructure : 1 Uninterrupted Power Supplies should be checked and serviced every 6 x Months from Date of Installation. 2 NB. Network Points will be determined by the amount of Users and Office we have x 2 per user as indicated above. In Total we require 300 x Network Points (CAT6e). This is to cover the Main Building, Remotes Sites incl. the WiFi Access Points we currently have installed at certain Sites. 3 NB. We have Multifunction Copiers that needs to be connected on the Network as well 4 Each and every Point is to be labelled with a Diagram of where each point is located incl. the Network Cabinets. 5 Each Network Cabinet within the Main Municipality Building should be linked to the Server Room through a Fibre connection and not Normal UTP Cable. 6 All Fibre links are to be tested and an OTDR report is to be provided for all Network Cabinet. 7 All Links are to be Single Mode at the Head Office.	**(15 x 8 Port POE Switches)** **11 To be installed and 4 to be kept as Spares.**		
Website Domain : **www.naledilm.co.za** • Website to be update with updated pages • Update all info and contacts of Departments and Staff • E-mail / Telephone / Mobile contacts to be updated to the latest from current. • Access to the Website back end Portal for upload of Documents and changes to be made by the Naledi L.M. Personnel.	**WEBSITE HOST**		

Chamber Audio Recording System

Conference System : • Taiden Economical Digital Conference Main Unit x 1 • Taiden Economical Digital Conference Chairman Unit x 3 • Taiden Economical Digital Conference Delegate Unit x 29 • HD Video Camera x 3 • 4x4 High Definition Digital Video Tracking Switcher x 1 • 3G HD-SDI to HDMI Converter Display x 1 • 150" 16:9 Ratio CNV Motorised screen x 1 • Vivitek DU 4771 6000lm Lazer Projector x 1 • Wireless collaboration with Full BYOD x 1 • Samsung 22" 16:9 LED x 3 • Full 4k 4:4:4 Distribution Amplifier x 1 • Full 4K HDMI extender set x 2 • Full 4K matrix Switcher Sound x 1 • Yamaha Amplifier x 1 • Yamaha Surface Mount speakers 6" x 2 • Clock Hand held wireless System x 2 • DSP with Audio Processing Capabilities Services x 1 • Control Keypad x 1 • Equipment Rack x 1 • Cabling and Fixing Material x 1 • LOA Allowance x 8	**REPAIRS AND MAINTENANCE**		
	PROVISION FOR CURRENT SYSTEM IMPROVEMENT		

Biometrics Finger Print and Access Control System

Naledi Municipality (Main Building) : 24 X ZKTeco Pro Capture WP 12 X SHERLO POWER SUPPLIES 12 X SECURI – PROD BATTERIES PS-18/12 12 X SECURI – PROD BATTERIES PS-7.2/12 12 X MAG-ELOCK			

12 X EMERGENCY DOOR KEY SWITCHES 12 X EMERGENCY RESET SWITCHES 12 X ZKTeco POWER SUPPLIES 12V/5A 12 X ELOCK MEETING BRACKETS			
Stella Office : 2 x Sherlo 6.4A Power Supply Units (PS-48-2) 4 x ZKTeco Pro Capture WP Units: 2 X SECURI-PROD – 12V – 7.2AH – 120HR 2 X ZKTeco POWER SUPPLY – (PS-902B 230V – 12V/5A) 2 X SECURI-PROD – KEY BOX SLIM ON/OFF 2 X SECURI-PROD – Emergency reset boxes (FR02-1) 2 X Maglocks Elock Brackets 2 X Door closers (LK-94) 2 x Maglocks 2 x Securi-Prod batteries – 18Ah / 20HR			
Fire Department : 1 x ZKTeco Pro-Capture-WP – fingerprint – AYGZ223560016 1 X ZKTeco – power supply PS-20B (S/N: 11512220058) 1 x Securi-Prod – 12v/7.2Ah/ 20HR Battery			

Huhudi Community Offices : 2 X Sherlo power supplies – PS48.2 2 x ZKTeco Pro-Capture-WP fingerprint 1 X Maglock Elock brackets 1 x Maglock 1 x Securi-Prod – Slim key box ON/OFF 1 x Securi-Prod – Emergency Reset box S/N: FR02.1) 1 x ZKTeco power supply – Model: PS-902.B/230v/12v-5A 1 x Securi-Prod 12v-18Ah/20hr Battery 1 x Securi-Prod 12v=702Ah/20hr Battery			
Traffic Department : 5 X Sherlo power supplies 10 x ZKTeco Pro Capture – WP fingerprints 5 X Securi-prod key box ON/OFF 5 x Maglocks by Elock 5 X Securi-Prod Emergency Reset box (FR0-02.1) 5 x Door closers 5 x Maglock by Elock Brackets 5 x ZKTeco power supplies			
PC DETAILS: PC – **COOL MASTER** – ZKTECO SOFTWARE FOR ACCESS CONTROL AND TIME AND ATTENDENCE. **LG 19.5" SCREEN FULL LED** **RFID card reader** **FINGER PRINT READER**			

MICROSOFT - WIRELESS MOUSE			
STRUCTURE REQUIRED All bidders are expected to outline the Network Infrastructure covering all Buildings, such as reconstruction of the current Network. This can be a brief explanation on how the Network Layout would be changed.			
EXPANSION COSTS			
• Per Network Switch • Per Network Fly Lead • Per Network Patch Lead • Per Fibre Connection SFP Unit • Installation of Network Points • Website changes / Training • Audio Recording System • Biometrics System			
MAINTENANCE PER MONTH			
• Network Cabling – CAT6e • Downtime of the Actual Network incl. Switches • Connectivity between the Head Office and Remotes Sites –VPN • Monthly changes – Website			
SYSTEM AND ENVIRONMENT			
• Bidders shall include during submission drawings showing to scale the proposed layout of each item of equipment within the Server and Network Cabinet Locations. • There shouldn't be interruption of service while switching to the backup system or to the UPS. (Please provide Invertor specification – 1KVA + 10KVA).			
TOTAL A:			

Pabx - Specifications :

2.2 TRAINING DETAILS

- Bidders should provide full details of the training schedule for extensions users and Switchboard Operators.

DESCRIPTION			QUANTITY REQUIRED
STANDARD REQUIREMENTS	**QTY**	**UNIT PRICE**	
VoIP / Cloud - Pabx : • Main Switchboard • Extensions (VoIP)	01 (One) 280 (Two Hundred & Eighty)		
• **Handsets :** **a)** Triple line LCD, hand free operation, flexible buttons, fixed buttons **b)** Double line LCD, hand free operation, 50 flexible buttons, and 8 x fixed buttons.	55 x (E-1051i) Executive - Total 130 x (E-1010i) Basic - Total		
- **Head Office –** -	1 x Switchboard 50 x Executive Handsets 120 x Basic Handsets		
- **Huhudi Community Services –** -	1 x Switchboard 2 x Executive Handsets 12 x Basic Handsets		
- **Traffic Department –** -	1x Switchboard 4 x Executive Handsets 30 x Basic Handsets		
- **Fire Department –** - **Stella Office –** -	1 x Switchboard 1 x Executive Handset 5 x Basic Handsets 1 x Switchboards 3 x Executive Handsets 22 x Basic Handsets		

- **Swartfontein Game Reserve –**	3 x Basic Handsets		
- **Workshop Electrical -**	2 x Basic Handsets		
- **Workshop Mechanical -**	2 x Basic Handsets		
- **Reservoir Plant Office –**	1 x Basic Handsets		
- **Waste Section 1 –**	1 x Basic Handsets		
- **Waste Section 2 –**	1 x Basic Handsets		
- **Museum –**	1 x Basic Handsets		
- **Huhudi Library –**	1 x Basic Handsets		
- **Vryburg Library –**	3 x Basic Handsets		
- **Colridge Library –**	1 x Basic Handsets		
NB. There is an existing VPN (Virtual Private Network) connecting all Remote sites to the Head Office through 10 Meg Tunnel. Attached hereto you will find the locations of all the Remote Offices.			
Windows Telephone Management system : Bidders are expected to outline build-in features in the system notwithstanding the following standard features: **a)** Fully networkable via LAN and WAN **b)** 10, 000 account codes **c)** 50, 00 List names (staff members) **d)** 500 Extensions **e)** 20 Directorates **f)** Compatible with ALL PABX's with Ethernet [TCP/IP] outputs **g)** Multiple level mark-up facilities for call charges **h)** Budget System with Cut off Feature			
REPORTS : **a)** Extension Summary reports **b)** Extension outgoing cost reports **c)** Extension detail report with budget usage Directorate summary reports			
d) Directorate detail reports **e)** Top 40/120/300 reports by **f)** Account Code Report per User			

Cost Duration Number dialed **a)** Exchange summary reports **b)** Exchange detail reports **c)** Account code report **d)** Staff members list reports **e)** Memorized reports **f)** Graphs Busy hour graph History graph Extension bar graph Extension pie chart Exchange line bar graph			
<u>The Appointed Service Provided is also to provide Data and Mobile Services for the Naledi Local Municipality :</u> **TABLETS** Storage: 1TB Ram: 16GB Display Size: 14.6-inch Dynamic Amoled 2X Display Resolution: 1440x3120 pixels Rear Camera: Dual 13MP main +8MP ultra-wide Front Camera: 12MP wide selfie camera Connectivity: WIFI,Bluetooth and SIM Data: 10GB Audio: Quad Stereo Speaker Operating System: Android	**18**		
PHONES Storage: 1TB Ram: 16GB Processor: 3.8GHz Display Size: 6.9-inch Dynamic Resolution: 1440x3120 pixels Camera: 200MP main wide USB Interface: USB Type-C Data: 5GB Minutes: 500 minutes Operating System: Android	**18**		

MAINTENANCE / INSURANCE COST'SPER MONTH			
• PABX and other Solutions provided • Telephone Call Management system • Mobile Devices, Tablets, etc			
SYSTEM AND ENVIRONMENT			
• Bidders shall include during submission drawings showing to scale the proposed layout of each item of equipment within the PABX / Server room • There shouldn't be interruption of service while switching to the backup system or to the UPS. (Please provide UPS specification – 1KVA + 10KVA)			
INSTALLATION AND TRAINING			
• Bidders must indicate when installation or upgrading will take place (should be during office hours unless if arrangements have been made) and whether interruption of existing service will occur and if so, at what intervals and for how long at a time. • Training should be effected after installation and as and when required during the duration contract. • Bidders are to supply and install VOIP independently to the existing Network Infrastructure. • **<u>The VoIP Service's :</u>** a) All extensions are to be allocated with a Direct Number showing their own D.I.D. number : b) Number Range starts from : 053 – 982 2200 to 053 – 928 2500 (300 x numbers). c) This Service Run's through an Existing 2Meg PRI Line for connection.			
TOTAL B:			

KINDLY CARRY BOTH TOTAL TO TABLE BELOW:

Item No.	Description of Goods	TOTAL PRICE
1	**TOTAL: A**	
2	**TOTAL: B**	
3	OTHER	
	SUBTOTAL	
	VAT	
	GRAND Total Quotation price (Including VAT) (Carry forward to front cover of this Quotation document)	

Required by: …….

At: …….

Does offer comply with the specifications? *YES / NO
* Delete if not applicable

If not to specification, indicate deviation(s): ……..……

……

Period required for delivery: ……..…….. *Delivery: Firm/not firm
* Delete if not applicable

Delivery basis: …..……..…….

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

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

9. PREVIOUS WORK EXPERIENCE OF A SIMILAR NATURE

List main work experience of a **similar nature to this bid** successfully executed and completed (or on-going) in the last five (5) years:

No	Institution / client / employer	Project description	Date started	Date completed (indicate projected completion if on-going)	Project value in Rand	Name and contact details of contact person / reference at institution
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Representatives of the NALEDI LOCAL MUNICIPALITY are hereby authorized to contact the above contact persons / references of the various institutions to verify the correctness of the information as supplied.

…… ……..
. Date

……. …….
Position Name of Bidder

10. DECLARATION OF INTEREST (MBD 4)

1. **No bid will be accepted from persons in the service of the state***.
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 authorized representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

3.1 Full Name: ……..

3.2 Identity Number: ……..

3.3 Company Registration Number: ……

3.4 Tax Reference Number: ……

3.5 VAT Registration Number: ……

3.6 Are you presently in the service of the state *YES / NO
* Delete if not applicable

3.6.1 If so, furnish particulars.

……..

……

3.7 Have you been in the service of the state for the past twelve months *YES / NO
* Delete if not applicable

3.7.1 If so, furnish particulars.

……

……

3.8 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
* Delete if not applicable

3.8.1 If so, furnish particulars.

……

……

3.9 Are you aware of any relationship (family, friend, other) between a 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
* Delete if not applicable

3.9.1 If so, furnish particulars

……

……

---

* 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.

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state? *YES / NO
* Delete if not applicable

3.10.1 If so, furnish particulars.

……

……

3.11 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state? *YES / NO
* Delete if not applicable

3.11.1 If so, furnish particulars.

……

……

CERTIFICATION

I, THE UNDERSIGNED (NAME) ……

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

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

……. Signature	……. .
……. Position	…… Name of Bidder

11.DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) (MBD 5)

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

1. Are you by law required to prepare annual financial statements for auditing? *YES / NO
* Delete if not applicable

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

……

……

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? *YES / NO
* Delete if not applicable

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

2.2 If yes, provide particulars.

……

……

……

……

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? *YES / NO
* Delete if not applicable

3.1.1 If yes, furnish particulars

……

……

……

……

4 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? *YES / NO
* Delete if not applicable

4.1 If yes, furnish particulars

……

……

……

……

CERTIFICATION

I, THE UNDERSIGNED (NAME) ……..……

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

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

……..	…….
Signature	.
…….	……
Position	Name of Bidder

11.PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

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

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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.

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

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

80/20		
Preference Points for Specific Goals	Means of Verification	Number of Points
Ownership by Black people	BEE Certificate/ Sworn Affidavit BEE status: ➢ Level 1= 4 ➢ Level 2= 3 ➢ Level 3= 1 ➢ Level 4 up 0	4
People or Business residing with Naledi Local Municipality	Statement of Municipal Rates and Taxes of not more than Three (3) Months/ tribal letter	4
Women	Identification Document	4
People with disabilities	Medical Report confirming disability	4
Youth (18 to 35 Years of age)	Identification Document	4

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: ……
……
……
……

12. DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT MBD 6.2

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.

1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.

1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

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

1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 \quad - \left(x\ 100\right)$$

Where
x imported content
y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

2.1. **"bid"** includes advertised competitive bids, written price quotations or proposals;

2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);

2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **"duly sign"**means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).

2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
_____	_____%
_____	_____%
_____	_____%

4. Does any portion of the services, works or goods offered have any imported content? YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s)of exchange against the appropriate currency in the table below:

Currency	**Rates of exchange**
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID No. .....
ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
.....

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, ……..... (full names), do hereby declare, in my capacity as …… …….. of .....(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

(c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to reque\st that the local content be verified in terms of the requirements of SATS 1286.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:**_____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

13.DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

1. This serves as a declaration 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.

2. The bid of any bidder may be rejected if that bidder or any of its directors have:
   a. abused the municipality'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. wilfully 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).

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

Item	Question	Yes	No
3.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person 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 ☐
3.1.1	If so, furnish particulars:		
3.2	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 ☐
3.2.1	If so, furnish particulars:		
3.3	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 ☐
3.3.1	If so, furnish particulars:		
3.4	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 ☐
3.4.1	If so, furnish particulars:		
3.5	Was any contract between the bidder and the municipality 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 ☐
3.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ……..……..…….
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TO BE 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	.
…….	…….……
Position	Name of Bidder

14. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

1 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).* Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

2 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.

3 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.

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

*** Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.**

CERTIFICATE OF BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

NLM2027-002A: APPOINTMENT OF SERVICE PROVIDER FOR TELEPHONE SERVICES,NETWORK INFRASTRUCTURE AND OTHER IT SERVICES FROM DATE OF AWARD UNTIL 30 JUNE 2029

in response to the invitation for the bid made by:

NALEDI LOCAL MUNICIPALITY

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* 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	.
…….	……
Position	Name of Bidder

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

15. Annexure A: Government Procurement: General Conditions of Contract (July 2010)

THE NATIONAL TREASURY
Republic of South Africa

GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT

July 2010

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

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

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

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

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

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

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

1.26 “Tort” means in breach of contract.

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

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

2. Application

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

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

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

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

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

4. Standards

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

5. Use of contract documents and information inspection

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

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

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

6. Patent Rights

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

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

7. Performance security

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

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

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

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

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

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

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

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

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

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

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract;and;
(b) in the event of termination of production of the spare parts:
(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract,

or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

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

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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

16. Payment

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

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

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within

the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

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

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

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

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

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

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

> (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
> (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

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

> (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
> (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in

his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

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

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 0f 1998.

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