DR JS MOROKA LOCAL MUNICIPALITY

PROJECT NO: JSM/ICT- 02/11W00-2026

APPOINTMENT OF PANEL FOR IT SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF ICT EQUIPMENTS, SOFTWARES AND ICT RELATED ITEMS AS AND WHEN REQUIRED FOR THE PERIOD OF THIRTY-SIX [36] MONTHS (3 YEARS)

TENDER DOCUMENT

ISSUED BY: DR JS MOROKA LOCAL MUNICIPALITY
2601/3 Bongimfundo Street
Siyabuswa
0472

NAME OF TENDERER: …….

CSD NUMBER: …….

BID AMOUNT OFFERED (Excl. Vat) ……

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

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

"Acceptable bid" means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published in Government Gazette number 22549, dated 10 August 2001 including any other amendments made thereafter, in terms of which provision is made for this policy.
A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an "Acceptable bid", and as such will be rejected.

1. If a tax clearance pin or copy thereof (or in the case of a joint venture, of all the partners in the joint venture) has not been submitted with the bid document on closing date of the bid.

2. Certified copy of company registration certificate (not a disqualifying factor).

3. Complete Central Supplier Database (CSD) report (not a disqualifying factor).
4. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
5. Failure to complete the schedule of quantities as required.
6. Scratching out, writing over or painting out rates, without initialing next to the amended rates or information, affecting the evaluation of the bid.
7. The use of correction fluid or any erasable ink, e.g. pencil.
8. Non-attendance of mandatory/compulsory:
9. The Bid has not been properly signed by a party having the authority to do so, according to the *example* of "Authority for Signatory"
10. No authority for signatory submitted – See example, where it is stated that a duly signed and dated original or certified copy of the company's relevant resolution (for each specific bid) of their members or their board of directors on the company letter head, must be submitted.
11. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
12. The bid has been submitted either in the wrong bid box or after the relevant closing date and time
13. Failure to provide a valid certificate from the Department of Labour, *or* a declaration (Specific goals – "Equity ownership") by a designated employer that it complies with the Employment Equity Act 55 of 1998.(COIDA)
14. If any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than (30) days.
15. If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
16. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
    (a) who is in the service of the state, or;
    (b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
    (c) Who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.

17. Bid offers will be rejected if the bidder or any of his directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
18. Bid offers will be rejected if the bidder has abused the DR. JSMLM's Supply Chain Management System.
19. Failure to attach a copy of a valid signed Joint Venture/Consortium agreement (if applicable) to the bid document.
20. Form of offer not completed and signed by the authorized signatory.
21. Not signing all pages on the space provided
22. Failure to complete all sections (where applicable) of the tender document.
23. Attach CV's of Project Manager / Team Leader.
24. Certified copies of Qualifications of project key personnel (Project Manager / Team Leader)
25. Proof of Foreign Qualification approved from SAQA (if applicable)
26. Proof of Employment, letter confirming employment on the company letter head (Project Manager/Team Leader).
27. Proof of relevant working experience for the bidder (copies of appointment letter, completion certificate and reference letters).
28. Accreditation Letters and/or Partnership certificates with hardware manufactures and/or distributors for the supply and delivery of ICT Equipment's
29. Proof of Public Liability Insurance held by tenderer for a minimum value of R100,000.
30. The municipality also reserves the right not to appoint the lowest bidder and to appoint the bid in whole or in parts.
31. Recent Three (3) years recent Annual Financial Statements.

NOTE:

IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER.

1. CLIENT, EMPLOYER, DR. JS MOROKA LOCAL MUNICIPALITY (DR. JSMLM).

2. BID, TENDER AND VARIATIONS THEREOF

3. JOINT VENTURE / CONSORTIUM

DR. JS MOROKA LOCAL MUNICIPALITY

DEPARTMENT NAME: **MUNICIPAL MANAGER**

CONTRACT NO: JSM/ICT-02/11W00-2026

APPOINTMENT OF PANEL FOR IT SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF ICT EQUIPMENTS, SOFTWARES AND ICT RELATED ITEMS AS AND WHEN REQUIRED FOR THE PERIOD OF THIRTY-SIX [36] MONTHS (3 YEARS)

SUMMARY FOR BID OPENING PURPOSES

NAME OF BIDDING ENTITY: ..... …….

.....

PHYSICAL STREET ADDRESS:	POSTAL ADDRESS:

TELEPHONE NUMBER : .....

FAX NUMBER : .....

E-mail ADDRESS : .....

CONTRACT PRICE: R .....
(Amount brought forward from the Form of Offer and Acceptance) *

…….. .....

……
Signed by authorized representative of the Bidding Entity .....DATE

- Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.

DR. JS MOROKA LOCAL MUNICIPALITY

DEPARTMENT NAME: MUNICIPAL MANAGER

CONTRACT NO: JSM/ICT-02/11W00-2026

APPOINTMENT OF PANEL FOR IT SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF ICT EQUIPMENTS, SOFTWARES AND ICT RELATED ITEMS AS AND WHEN REQUIRED FOR THE PERIOD OF THIRTY-SIX [36] MONTHS (3 YEARS)

NB This list of contents indicates the standard sequence for the various parts of the Bid.

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DR. JS MOROKA LOCAL MUNICIPALITY

DEPARTMENT NAME: MUNICIPAL MANAGER

CONTRACT NO: JSM/ICT-02/11W00-2026

APPOINTMENT OF PANEL FOR IT SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF ICT EQUIPMENTS, SOFTWARES AND ICT RELATED ITEMS AS AND WHEN REQUIRED FOR THE PERIOD OF THIRTY-SIX [36] MONTHS (3 YEARS)

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

APPOINTMENT OF PANEL FOR IT SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF ICT EQUIPMENTS, SOFTWARES AND ICT RELATED ITEMS AS AND WHEN REQUIRED FOR THE PERIOD OF THIRTY-SIX [36] MONTHS (3 YEARS)

Dr JS Moroka Local Municipality invites proposals from suitably qualified panel of 3 IT Service Providers for the Supply and Delivery of ICT Equipment's, Software's and ICT related items as and when required for the period of Thirty-Six [36] months (3 years). Tender Documents will be obtainable from **19 November 2026** on payment of cash non-refundable document fee of **R3 653, 46** per document from the offices of the Dr JS Moroka Local Municipality, 2601/3 Bongimfundo Street, Siyabuswa, 0472. Document can also be downloaded on the e-Tender portal.

A Compulsory Site meeting and Inspection will be held on **23 November 2026** at DR JS Moroka Ga-Phaahla Community Hall at Siyabuswa, commencing at 10H00 to 11H30 (According to Municipality's time).

Tenders are to be completed in black ink and completed in accordance with the conditions and rules contained in the tender documents. The tenders and relevant documents must be sealed in an envelope and externally endorsed **APPOINTMENT OF PANEL FOR IT SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF ICT EQUIPMENTS, SOFTWARES AND ICT RELATED ITEMS AS AND WHEN REQUIRED FOR THE PERIOD OF THIRTY-SIX [36] MONTHS (3 YEARS)** and be deposited in the Tender Box, Headquarters, Dr JS Moroka Local Municipality, 2601/3 Bongimfundo Street, Mpumalanga, Siyabuswa, not later than **11h00** on **14 December 2026**. The tenders will immediately be opened in public. **The Tenders shall remain valid for a period of 90 days from the closing date.** Telegraphic, telephonic, fax, telex e-mail or late tenders will not be accepted.

Tenders will be evaluated in terms **80/20** criteria of the Supply Chain Management policy of the Dr JS Moroka Local Municipality. The lowest or any tender will not necessarily be accepted and suitably the Dr JS Moroka Local Municipality reserves the right not to consider any tender **not suitably endorsed or comprehensively completed**, as well as the right to accept the tender in whole or part.

Technical enquiries may be directed to the Municipal Manager Department (ICT Division) for the attention of Mr. DS Skhosana and Mr. TF Matshie at **013-973-1101** and procurement enquiries may be directed to the Supply Chain Management Unit attention Mr. AV Masilela at ***013 973 1101.***

Ms. M.M MATHEBELA
MUNICIPAL MANAGER
DR JS MOROKALOCAL MUNICIPALITY

T1.2 TENDER DATA

1.	The Employer is: Dr JS Moroka Local Municipality Private Bag X4012 Siyabuswa 0472
2.	Tender Documents
	Tendering Procedures Tender notice and invitation to tender Tender data **Returnable Documents** List of Returnable Documents **The Contract** **Agreements and Contract data** Forms of Offer and Acceptance Contract Data **Pricing Data** Pricing Instruction Bill of Quantities **Terms of Reference** Terms of Reference **Additional Relevant Documents** Supply Chain Management Policy
3.	**Interpretation** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.
4	**Communication.** The Employer's Representative is;

Accounting Officer;	**Procurement Enq.**	**Technical Enquiries.**
MM Mathebela Private Bag X4012 Siyabuswa 0472 Tel : 013 973 1101	**AV Masilela** Private Bag X4012 Siyabuswa 0472 Tel : 013 973 1101	**DS Skhosana & TF Matshie** Private Bag X 4012 Siyabuswa 0472 Tel : 013 973 1101

4.1	Attention is drawn to the fact that verbal communication given by the Employer's representative prior to the close of tenders will not be regarded as binding on the employer. Only information issued formally by the employer in writing to the tenders, under the signature of the Accounting Officer will be regarded as amending the tender documents.

5	**Eligibility** Tenderers must meet or employ staff that meet the following criteria: • Employing qualified staff with experience, appropriate certificates for work force used, i.e. academic qualifications, trade test certificates, previous experience, etc. • Meet the requirements of the evaluation criteria as set on 21.2 below.
6	**The Employer's right to accept or reject any tender offer** The employer has the right not to accept the lowest tender and to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by the Dr JS Moroka Local Municipality.
7 7.1 7.2 7.3 7.4	**Tenderer Obligations** The Council retains the right to call for any additional information that it may deem necessary. If tendering as a Joint Venture, Joint venture must be constituted by means of a comprehensive and fair, written agreement between the members, which sets out their obligations, rights, risks and rewards. Joint venture members should share at least the following aspects of the joint venture activities in a meaningful and equitable manner: 1. Control 2. Management 3. Operations 4. Risk 5. Profit and Loss If a Tenderer , or any person employed by him is found to have either directly or indirectly, promised or given to any person in the employment of Council, any commission, gratuity, gift or other consideration, The Council shall have the right to summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss and/ or additional costs or expenses, to disqualify the Tender or cancel the Contract without paying any compensation to the aforesaid Tender or Contract. At the request of the Municipal Manager or her/his authorized representative from furnishing her/his with additional information, or with a sample or specimen for testing purposes or otherwise, or from giving a demonstration so as to enable the recommendation to the Council's responsible Committee on the award of the contract be formulated.
8	**Insurance** Tenderer may submit proof of Public Liability Insurance held by Tenderer for a minimum value of R100,000. If Applicable
9	**Compensation of tendering** The employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the cost of any testing necessary to demonstrate that aspects of the offer satisfy requirements.
10	**Check documents** The Tenderer should check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

11	**Confidentiality and Copyright of Documents.** Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
12	**Submitting tender offer:**
12.1	No Tender document will be considered unless submitted on Council's Official Tender Document
12.2	Return all the returnable documents to the employer after completing them.
12.3	Tenders must be deposited in the tender box clearly marked: CONTRACT NO: **APPOINTMENT OF PANEL FOR IT SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF ICT EQUIPMENTS, SOFTWARES AND ICT RELATED ITEMS AS AND WHEN REQUIRED FOR THE PERIOD OF THIRTY-SIX [36] MONTHS (3 YEARS)** **Location of Tender Box**: Main Entrance Reception **Physical Address:** DR JS Moroka Local Municipality, 2601/3 Bongimfundo Street, Mpumalanga, Siyabuswa, 0472. Telephonic, telegraphic, telex, facsimile or emailed tenders will not be considered
12.4	All tender received by the DR JS Moroka Local Municipality will remain in the Municipality's possession until after the stipulated closing date and time.
12.5	Accept that a tender submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered
13	**Closing Time:**
13.1	The time and location for opening of the Tender offers are: Closing Time: 11:00 Closing Date: **14 December 2026** Location: Dr JS Moroka Local Municipality 2601/3 Bongimfundo Street Mpumalanga Siyabuswa 0472
13.2	After the opening of the tender proposals, no information relating to the clarification, determination of responsiveness, evaluation and comparison of tender proposals and recommendations concerning the award of the tender shall be disclosed to any other tenderer or persons not concerned with such process until the award of the Tender has been announced by the DRJSMLM.
14	**Pricing the tender** State the rates and prices in Rand
15	**Alterations to the Tender Documents.** **No** alterations may be made to the tender document issued by the employer. Proposals and any other supporting documents must be attached to the back of this tender document

16	**Alternative tender offer.** No alternative tender offers will be considered or accepted Alternative offers may be submitted only if a main tender offer, strictly in accordance with all the requirements of the tender document is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender document with the alternative requirements the tenderer proposes.
17	**Tender Offer Validity** The Tender offer validity period is 90 days from the closing date.
18	**Tender clarification after submission** A tender may be regarded as non-responsive if the tenderer fails to provide clarification requested by the employer within the time for submission stated in the employer's written request.
19	**Tender evaluation points** The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable. Preference points for this bid shall be awarded for: (a) Price; and (b) Specific Goal The maximum points for this bid are allocated as follows:

	POINTS
PRICE	**80**
SPECIFIC GOALS	**20**
Total points for Price and Specific goals must not exceed	**100**

20	**The additional conditions of Tender are:** 1. Dr JS Moroka Local Municipality may also request that the Tenderer to provide written evidence that his financial, labor and resources are adequate for carrying out the project. 2. The Dr JS Moroka Local Municipality reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations. 3. DR JS Moroka Local Municipality reserves the right to appoint not more than three (3) service providers as a panel.
21	**Technical adjudication and General Criteria** Tenders will be adjudicated in terms of inter alia:

	□ Compliance with Tender conditions □ Technical specifications If the Tenderer does not comply with the Tender Conditions, the Tenderer may be rejected. If technical specifications are not met, the Tender may also be rejected. With regard to the above, certain actions or errors are unacceptable and shall be an automatic REJECTION OF THE TENDER, for example □ CK Document. □ CSD Report.
22	Staffing profile Evaluation of the Tenderer's position in terms of: □ Staff will be applicable for this tender.
23	Previous experience □ The procedure for the evaluation of responsive Bids will be on the minimum number of projects specified in this document, in terms of functionality.
24	The tenderer shall provide documentation of company experience of each member of the related projects.

F.1 General

F.1.1 Actions

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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

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

c) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish price sat artificial levels quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

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

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

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

F2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a Tender Offer

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

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

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

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data.

The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original tender document together with all returnable documents as one package. The package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

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

F.2.14 Information and data to be completed in all respects

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do *so* from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (Or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, policies, etc.

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

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available

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

F.2.22 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to clarification

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advice tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points

for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Nondisclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

a) complies with the requirements of these Conditions of Tender,

b) has been properly and fully completed and signed, and

c) is responsive to the other requirements of the tender documents.

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

a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,

b) change the Employer's or the tenderer's risks and responsibilities under the contract, or

c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

F.3.9 Arithmetical errors

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

a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the rate shall be corrected. Where

there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall be corrected and the unit rate shall govern.

c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

Evaluation Criteria

APPOINTMENT OF PANEL FOR IT SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF ICT EQUIPMENTS, SOFTWARES AND ICT RELATED ITEMS AS AND WHEN REQUIRED FOR THE PERIOD OF THIRTY-SIX [36] MONTHS (3 YEARS)

RETURNABLE DOCUMENTS

Returnable Documents

List of returnable documents

DEPARTMENT NAME : MUNICIPAL MANAGER

CONTRACT NO: JSM/ICT-02/11W00-2026

APPOINTMENT OF PANEL FOR IT SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF ICT EQUIPMENTS, SOFTWARES AND ICT RELATED ITEMS AS AND WHEN REQUIRED FOR THE PERIOD OF THIRTY-SIX [36] MONTHS (3 YEARS)

T2.1 LIST OF RETURNABLE DOCUMENTS

1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.

2. Tenderers shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.

3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as willful misrepresentation by that tenderer to induce the contract**. In such event the Employer has the discretionary right to terminate the contract.

The Tenderer must complete the following returnable Schedules:

Returnable Schedules required for Tender evaluation purposes

COMPULSORY BID DOCUMENTS	
FORM A PART A & B	INVITATION TO BID
FORM B	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM C	DECLARATION OF INTEREST
FORM D	AUTHORITY OF SIGNATORY
FORM E	DECLARATION OF GOOD STANDING REGARDING TAX
FORM F	FINANCIAL REFERENCES / BANK CORNFIRMATION LETTER
FORM G	MUNICIPAL UTILITY ACCOUNT
FORM H	PREFERENCE SCHEDULE
FORM I	CERTIFICATE OF INDEPENDENT BID DETERMINATION
FORM J	DECLARATION TENDERER'S LITIGATION HISTORY
FORM K	PROFFESSIONAL INDEMNITY INSURANCE
FORM L	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER
FORM M	PROOF OF MEMBERSHIP WITH PROFESSIONAL BODIES
FORM N	PROPOSED KEY PERSONNEL
FORM O	SCHEDULE OF PREVIOUS EXPERIENCE
FORM P	SCHEDULE OF CURRENT PROJECTS
FORM Q	SCHEDULE OF INFRASTRUCTURE AND RESOURCES
FORM R	SCHEDULE OF PROPOSED SUBCONTRACTOR
FORM S	RECORD OF ADDENDA TO TENDER DOCUMENTS

BIDDER:
Initial: Authorized signatory/ies:
……..

DR. JSMLM
1. ……..…..
2. ……

Initial: DR. JSMLM

Witness: ……..……..

FORM T	FUNCTIONALITY

COMPULSORY BID DOCUMENTS

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF MUNICIPALITY/ MUNICIPAL ENTITY*)					
BID NUMBER:	JSM/ICT-02/11W00-2026	CLOSING DATE:	14/12/2026	CLOSING TIME:	11H00 am
DESCRIPTION	**APPOINTMENT OF PANEL OF IT SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF ICT EQUIPMENTS, SOFTWARES AND ICT RELATED ITEMS AS AND WHEN REQUIRED FOR THE PERIOD OF THIRTY-SIX [36] MONTHS (3 YEARS)**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

2601/3 Bongimfundo Street
Mpumalanga
Siyabuswa
0472
N/A

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		**OR**	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

BIDDER:
Initial: Authorized signatory/ies:
……

DR. JSMLM
1. ……
2. ……

Initial: DR. JSMLM

Witness: ……

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: AV Masilela		**TECHNICAL INFORMATION MAY BE DIRECTED TO: DS Skhosana & TF Matshie**	
DEPARTMENT	Supply Chain Unit	DEPARTMENT	Municipal Manager
CONTACT PERSON	AV Masilela	CONTACT PERSON	DS Skhosana & TF Matshie
TELEPHONE NUMBER	013 973 1101	TELEPHONE NUMBER	013 973 1101
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	masilelaa@moroka.gov.za	E-MAIL ADDRESS	skhosanads@moroka.gov.za & matshiet@moroka.gov.za

BIDDER:
Initial: Authorized signatory/ies:
……

DR. JSMLM
1. ……
2. ……

Initial: DR. JSMLM

Witness: ……

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

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

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

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS IF APPLICABLE

3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
☐ YES ☐ NO

3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?
☐ YES ☐ NO

3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
☐ YES ☐ NO

3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
☐ YES ☐ NO

3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
☐ YES ☐ NO

BIDDER:
Initial: Authorized signatory/ies:
……

DR. JSMLM
1. ……
2. ……

Initial: DR. JSMLM

Witness: ……

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:
……

CAPACITY UNDER WHICH THIS BID IS SIGNED:
……

DATE:
……...

FORM A2: COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES

In the case of a Joint Venture – Form "A2" needs to be completed

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorized representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: (*legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

_____

2. _____

_____

3. _____

_____

4. _____

_____

5. _____

_____

6. _____

_____

7. _____

_____

BIDDER:
Initial: Authorized signatory/ies:
……

DR. JSMLM
1. ……
2. ……

Initial: DR. JSMLM

Witness: ……

8. _____

_____

Held at _____ (*place)*

On _____ *(date)*

RESOLVED that:

The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Dr JS Moroka Local Municipality in respect of the following project:

_____

Bid / Project Number: _____**{insert number}**

A. Mr/Mrs/Ms: _____

in *his/her Capacity as: _____*(Position in the Enterprise)*

and who will sign as follows:

_____

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

B. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

_____

C. The Enterprises to the Consortium/Joint Venture accept joint and several liabilities for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the municipality in respect of the project described under item A above.

D. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days' written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the municipality for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item C above.

BIDDER:
Initial: Authorized signatory/ies:
……..

DR. JSMLM
1. ……..…..
2. ……

Initial: DR. JSMLM

Witness: ……..……..

E. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the municipality, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the municipality referred to herein.

F. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the municipality in respect of the project under item A above:

Physical address: _____

_____

_____

_____ (code)

Postal Address: _____

_____

_____

_____ (code)

Telephone number: _____ (code)

Fax number : _____ (code)

NO	NAME OF ENTITY	NAME OF REPRESENTATIVE	CAPACITY	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				

NO	NAME OF ENTITY	NAME OF REPRESENTATIVE	CAPACITY	SIGNATURE
9				
10				

Note:

1. ** Delete which is not applicable*
2. ***NB**. This resolution must be signed by <u>all</u> the Duly Authorized Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid*
3. *Should the number of Duly Authorized Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page*
4. *Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.*

<u>ATTACH THE FOLLOWING DOCUMENTS HERETO</u>

1. **For Closed Corporations**

- CK1 or CK2 as applicable (Founding Statement)
- Certified Copies of the ID's of the Directors

2. **For Companies**

- A copy of the Certificate of Incorporation
- Certified Copies of the ID's of the Directors, and
- the shareholders register

3. **For Joint Venture Agreements**

- Copy of the Joint Venture Agreement between all the parties,
- as well as the documents in (1) or (2) of each Joint Venture member.

4. **For Partnership**

- Certified Copies of the ID's of the partners

5. **One-person Business / Sole trader**

- Certified Copy of ID

6. **Details of Tax Compliance Status from South African Revenue Service**

7. **Duly Signed and dated original or copy of Authority of Signatory on company Letterhead**

8. **<u>B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE</u> (original or a copy issued by an approved body / accredited verification agency as prescribed by the National Treasury and the Department of Trade and Industry) OR Sworn Affidavit.**

FORM B: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)

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

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

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

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐

BIDDER:
Initial: Authorized signatory/ies:
……

DR. JSMLM
1. ……
2. ……

Initial: DR. JSMLM

Witness: ……

4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

BIDDER:
Initial: Authorized signatory/ies:
……

DR. JSMLM
1. ……
2. ……

Initial: DR. JSMLM

Witness: ……

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)……

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

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

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

FORM C: DECLARATION OF INTEREST (MBD4)

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

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, 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.

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

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

3.2 Identity Number: …….....

3.3 Position occupied in the Company (director, trustee, shareholder) …….

3.4 Company Registration Number: ……

3.5 Tax Reference Number: ……

3.6 VAT Registration Number: ……

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

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

3.8.1 If yes, furnish particulars: ……

……

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

a) a member of –

BIDDER:
Initial: Authorized signatory/ies:
……

DR. JSMLM
1. ……
2. ……

Initial: DR. JSMLM

Witness: ……

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

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

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

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

3.9.1 If yes, furnish particulars:……..

……

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

3.10.1 If yes, furnish particulars: ……..

…….....

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

3.11.1 If yes, furnish particulars: ……

……

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

3.12.1 If yes, furnish particulars: ……

……

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

3.13.1 If yes, furnish particulars: ……

……

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

3.14.1 If yes, furnish particulars: ……

……

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

FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER

BIDDER:
Initial: Authorized signatory/ies:
……

DR. JSMLM
1. ……
2. ……

Initial: DR. JSMLM

Witness: ……

DECLARATION

I, the undersigned (name): …… certify that the information furnished is correct. I accept that the state may act against me in terms of paragraph 23 of the General Conditions of Contract should this declaration prove to be false.

…… ……

Signature Date

…… ……..

Capacity Name of Bidder

FORM D: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name : _____

Contact number : _____

Office address : _____

Signatories for close corporations and companies shall confirm their authority by filling the top part of this form and attaching to this form a **duly signed and dated original or copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on *(date)* .....
Mr .....
has been duly authorized to sign all documents in connection with the Tender for Contract Number

……and any Contract which may arise there from on

behalf of ……
(BLOCK CAPTIALS)

SIGNED ON BEHALF OF THE COMPANY .....
IN HIS CAPACITY AS .....

DATE .....

FULL NAMES OF SIGNATORY .....

AS WITNESSES: 1. ……..
2. ……

Pro-Forma

PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for Joint Ventures

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms ……..., authorized signatory of the company ……., acting in the capacity of lead partner, to sign all documents in connection with the tender offer an any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature: …….. Name: ……. Designation: ……..
		Signature: …….. Name: ……. Designation: ……..
		Signature: …….. Name: ……. Designation: ……..
		Signature: …….. Name: ……. Designation: ……..

Pro-Forma

ATTACH HERETO THE DULY SIGNED AND DATED ORIGINAL OR A COPY OF AN AUTHORITY OF SIGNATORY SPECIFIC TO THIS TENDER AS PER TENDER NUMBER GIVEN ON A COMPANY LETTERHEAD

FORM E: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)

DETAILS OF TAX COMPLIANCE STATUS:

TAXPAYER NAME	
TRADING NAME	
TAX REFERENCE NUMBER (S)	
VAT	
PIN	
EXPIRY DATE	

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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 these requirement bidders 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 bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
4. 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.

BIDDER:
Initial: Authorized signatory/ies:
……

DR. JSMLM
1. ……
2. ……

Initial: DR. JSMLM

Witness: ……

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

FORM F: FINANCIAL REFERENCES/BANK CONFIRMATION LETTER

DETAILS OF TENDERERS BANKING INFORMATION

Notes to tenderer:

1. The tenderer shall attach to this form an original letter from the bank not older than three (3) months confirming the bank account and details. Failure to provide the required letter with the tender submission shall render the tenderer's offer unresponsive.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

BANK NAME:	
ACCOUNT NAME: *(e.g. ABC Water Solutions cc)*	
ACCOUNT TYPE: *(e.g. Savings, Cheque etc)*	
ACCOUNT NO:	
ADDRESS OF BANK:	
CONTACT PERSON:	
TEL. NO. OF BANK / CONTACT:	
How long has this account been in existence:	0-6 months ☐ 7-12 months ☐ 13-24 months ☐ More than 24 months ☐ (Tick which is appropriate)

Name of Tenderer: …… Date: ……

BIDDER:
Initial: Authorized signatory/ies:
……

DR. JSMLM
1. ……
2. ……

Initial: DR. JSMLM

Witness: ……

Signature: ……

Full name of signatory: ……

ATTACH HERETO A STAMPED ORIGINAL OR COPY OF A LETTER FROM THE BANK TO THIS PAGE NOT OLDR THAN THREE (3) MONTHS

FORM G: MUNICIPAL UTILITY ACCOUNT

DECLARATION BY THE TENDERER

I the undersigned _____, has been duly

authorized to sign all documents with the Tender for Contract Number _____on behalf of

_____ hereby make a declaration as follows:
(referred to herein as "the Bidder")

1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.

2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF THE COMPANY _____

IN HIS CAPACITY AS _____

BIDDER:
Initial: Authorized signatory/ies:
……

DR. JSMLM
1. ……
2. ……

Initial: DR. JSMLM

Witness: ……

DATE _____

FULL NAMES OF SIGNATORY _____

UTILITY ACCOUNT NUMBER	NAME OF MUNICIPALITY	NAME OF OWNER

ATTACH AN ORIGINAL OR A COPY OF A MUNICIPAL UTILITY ACCOUNT (NOT OLDER THAN (30) days)

Important: Note the following

- List and attach account(s) registered all in the name(s) of the Director(s) **AND** the Company on the declaration form attached hereto; or

- Attach a copy lease agreement along with the utility account not owing more than 30 days of the Landlord, whereby the company or director is leasing the property.

FORM H: PREFERENCE SCHEDULE (MBD 6.1)

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

(c) Price; and

(d) B-BBEE Status Level of Contributor.

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

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

The specific goals based on the IDP for Dr JS Moroka local municipality are as per following.

a) Empowerment of women.

b) Empowerment of youth.

c) Empowerment of previously disadvantaged through Race.

d) BBBEE status level of contribution.

e) Empowerment of business established in the municipal jurisdiction.

f) Military veterans in line with Act no18 of 2011.

BIDDER:
Initial: Authorized signatory/ies:
……

DR. JSMLM
1. ……
2. ……

Initial: DR. JSMLM

Witness: ……

g) Empowerment of people with disabilities

For this Projects, specific goals shall be awarded as follows:

a) Empowerment of previously disadvantage through Race (5 points)

b) Empowerment of women (5 points)

c) Empowerment of people with disabilities (5 points)

d) Military veterans in line with Act no18 of 2011 (5 points)

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good

practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

3.1 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 bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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.

BIDDER:
Initial: Authorized signatory/ies:
……

DR. JSMLM
1. ……
2. ……

Initial: DR. JSMLM

Witness: ……

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.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
a) Empowerment of previously disadvantage through Race	N/A	(5 points)	N/A	
b) Empowerment of women	N/A	(5 points)	N/A	
c) Empowerment of people with disabilities	N/A	(5 points)	N/A	
d) Military veterans in line with Act no18 of 2011	N/A	(5 points)	N/A	

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . = ……(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

BIDDER:
Initial: Authorized signatory/ies:
……

DR. JSMLM
1. ……
2. ……

Initial: DR. JSMLM

Witness: ……

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES		NO	

v) **Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2022:**

Designated Group: An EME or QSE which is at last 51% owned by:	**EME** √	**QSE** √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:…….

8.2 VAT registration number:……

8.3 Company registration number:…….

BIDDER:
Initial: Authorized signatory/ies:
……

DR. JSMLM
1. ……
2. ……

Initial: DR. JSMLM

Witness: ……

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……
……
……
……..

8.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

8.7 **MUNICIPAL INFORMATION**

Municipality where business is situated: ……

Registered Account Number: ……

Stand Number:…….

8.8 Total number of years the company/firm has been in business……

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a

BIDDER:
Initial: Authorized signatory/ies:
……

DR. JSMLM
1. ……
2. ……

Initial: DR. JSMLM

Witness: ……

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) Forward the matter for criminal prosecution.

WITNESSES:

1. ……

…

2. ……

……..
SIGNATURE(S)OF BIDDER(S)

DATE:

ADRESS:

Witness: ……

ATTACH AN ORIGINAL OR A COPY OF B-BBEE STATUS VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT

NOTE THE FOLLOWING IN RESPECT OF B-BBEE CERTIFICATES:

1. **Certificates attached hereto should be those issued by approved verification agencies as directed by the National Treasury and the DTI (Department of Trade and Industry)**
2. **Verification agencies should be approved by SANAS and Accounting Officers and Auditors should be approved in terms of the IRBA (Independent Regulatory Body for Auditors), and as prescribed by the Close Corporations Act for designation as an Accounting Officer**
3. **Copies of the B-BBEE certificate or sworn affidavit should be within the financial year of the issued bid or quotation.**

Further information in respect of the above is obtainable from the National treasury and DTI websites and the Preferential Procurement Regulations, 2022

FORM I: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

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

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

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

a. take all reasonable steps to prevent such abuse.

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

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

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

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

[1] Includes price quotations, advertised competitive bids, limited bids and proposals.

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

BIDDER:
Initial: Authorized signatory/ies:
……

DR. JSMLM
1. ……
2. ……

Initial: DR. JSMLM

Witness: ……

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:_____that:

(Name of Bidder)

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

    (a) has been requested to submit a bid in response to this bid invitation.
    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

BIDDER:
Initial: Authorized signatory/ies:
……

DR. JSMLM
1. ……
2. ……

Initial: DR. JSMLM

Witness: ……

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

……... ……..

Signature Date

……. ……..

Position Name of Bidder

DR. JSMLM

BIDDER:
Initial: Authorized signatory/ies:
……

1. ……..…. **Initial:** DR. JSMLM

2. ……

Witness: ……..……..

FORM J: DECLARATION OF TENDERER'S LITIGATION HISTORY

Does the tenderer have any litigation with which tenderer (including its directors, shareholders or other senior members in previous companies) have been involved with any organ of state or state department within the last ten years?

YES	NO

If yes, furnish your details in table below.

NB: It is compulsory for all bidders to sign this form

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

…… ……

Signature Date

…… ……

Position Name of Bidder

BIDDER:
Initial: Authorized signatory/ies:
……

DR. JSMLM
1. ……
2. ……

Initial: DR. JSMLM

Witness: ……

FORM K: PROOF OF PROFFESSIONAL INDEMNITY IF APPLICABLE

TENDERER SHALL SUBMIT PROOF OF PUBLIC LIABILITY INSURANCE HELD BY TENDERER FOR A MINIMUM VALUE OF R100,000.

BIDDER:
Initial: Authorized signatory/ies:
……

DR. JSMLM
1. ……
2. ……

Initial: DR. JSMLM

Witness: ……

FORM L: PROOF OF VALID CERTIFICATE OF GOOD STANDING WITH COMPENSATION COMMISSIONER

Affix Proof of Good Standing with Compensation Commissioner on this page

FORM M: PROOF OF MEMBERSHIPS WITH THE PROFESSIONAL BODIES

"Affix proof of membership with professional bodies as indicated on eligibility" if available

BIDDER:
Initial: Authorized signatory/ies:
……

DR. JSMLM
1. ……
2. ……

Initial: DR. JSMLM

Witness: ……

FORM N: PROPOSED KEY PERSONNEL

The Tenderer shall list below the key personnel whom he proposes to employ on the project should his Tender be accepted,

No	Name	Qualification	Designation for the project tendered for

Provide two paged CV of Each Key Personnel to be used in this project.
Each CV should give at least the following:

- Position in the firm and within the organization of this assignment
- Proof of Educational qualifications if any
- Proof of Professional Registrations if any
- Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest.
- Language proficiency and
- References (company name, individual name, position held, contact details)

BIDDER:
Initial: Authorized signatory/ies:
……

DR. JSMLM
1. ……
2. ……

Initial: DR. JSMLM

Witness: ……

(Affix the CV's and Attachments.)

ATTACH CV'S OF KEY PERSONNEL TO THIS PAGE

FORM O: SCHEDULE OF PREVIOUS EXPERIENCE

The procedure for the evaluation of responsive Bids will be on the minimum of five (5) previous **projects** where the firm was involved. Reference of clients **MUST** be provided.

Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant health and wellness field
- Experience of contracts of similar size

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

Description	Value (R) VAT excluded	Period work executed		Reference		
		Appointment Date	Completion Date	Name	Organization	Tel no

BIDDER:
Initial: Authorized signatory/ies:
……

DR. JSMLM
1. ……
2. ……

Initial: DR. JSMLM

Witness: ……

FORM P: SCHEDULE OF CURRENT PROJECTS

Provide the following information on current projects

This information is material to the award of the Contract.

Description	Value (R) VAT excluded	Period work executed		Reference		
		Appointment Date	Completion Date	Name	Organization	Tel no

BIDDER:
Initial: Authorized signatory/ies:
……

DR. JSMLM
1. ……
2. ……

Initial: DR. JSMLM

Witness: ……

FORM Q: SCHEDULE OF INFRASTRUCTURE AND RESOURCES

Provide information on the following:

Infrastructure and resources available for this project:

1. Physical facilities and Buildings.

Description	Address	Owned / leased

2. Equipment

Provide information on equipment and resources that you have available for this project.

(Include list of equipment relevant to the project and that will align to the evaluation criteria)

BIDDER:
Initial: Authorized signatory/ies:
……

DR. JSMLM
1. ……
2. ……

Initial: DR. JSMLM

Witness: ……

3. Vehicles

Provide information on vehicles that you have available for this project.

Description:	Number of units	Registration Number

4. Size of enterprise and current workload

What was your turnover in the previous financial year? ----------

What is the estimated turnover for your current financial year? ----------

BIDDER:
Initial: Authorized signatory/ies:
……

DR. JSMLM
1. ……
2. ……

Initial: DR. JSMLM

Witness: ……

FORM R: SCHEDULE OF PROPOSED SUB-CONTRACTORS

Are / Do you have sub-contractors? **YES** **NO**

If yes, complete the below

NAME OF SUB-CONTRACTOR	FULL DESCRIPTION OF WORK TO BE PERFORMED BY SUB-CONTRACTOR

BIDDER:
Initial: Authorized signatory/ies:
……

DR. JSMLM
1. ……
2. ……

Initial: DR. JSMLM

Witness: ……

FORM S: RECORD OF ADDENDA TO TENDER DOCUMENTS

Was there an addendum issued?

YES **NO**

If yes, fill or attached the communication that you received.

We confirm that the following communication received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title of Details

An addendum is any communication issued by Dr JS Moroka Local Municipality after the briefing session

BIDDER:
Initial: Authorized signatory/ies:
……

DR. JSMLM
1. ……
2. ……

Initial: DR. JSMLM

Witness: ……

FORM T: FUNCTIONALITY

The bidders have to comply with the following requirements before been considered for further 80/20 preferential point system evaluation.

This tender shall be evaluated using the following criteria:

DR. JS MOROKA LOCAL MUNICIPALITY

DEPARTMENT NAME: MUNICIPAL MANAGER

CONTRACT NO: JSM/ICT-02/11W00-2026

Evaluation Criteria

The procedure for the evaluation of responsive Bids will be on the average of the previous three projects where the firm was involved for DR JS MOROKA LOCAL MUNICIPALITY (DRJSMLM) projects or other clients.

The Bidders responsiveness in relation to points is therefore summarized as follows:

Personnel		35
Company Experience and Availability of Company Vehicles		25
Accreditations and or Partnership Certificates		20
Project Plan and Management of the Project		20
	Total	**100**

BIDDER:
Initial: Authorized signatory/ies:
……

DR. JSMLM
1. ……
2. ……

Initial: DR. JSMLM

Witness: ……

A firm must obtain a minimum of 60 points out of the 100 points above to be considered for price and specific goals evaluation. The functionality points shall be distributed as follows below:

Personnel : ***(Maximum Points obtainable 35)***

Name of Project Manager / Leader……

Evaluation Criteria	Minimum Required		Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications **(Note 1)**	National Diploma in ICT or Equivalent NQF 6		**No**	**7**	
	ICT Certification		**Yes**	**3**	
Sub- total				**10**	
			Elimination Factor		
Years of experience after qualification **(Note 2)**	2-3		**Yes**	**2**	
	3-4		No	**3**	
	4-5		No	**5**	
	5 upwards		No	**10**	
Involvement in similar projects: Project Leader **(Note 3)**	2-3		**Yes**	**2**	
	3-4		No	**3**	
	4-5		No	**5**	
	5 upwards		No	**10**	
Sub-total				**20**	
			Elimination Factor		
Current Employment **(Note 4)**	Full time employed by the Company		**Yes**	**5**	
Sub-total				**5**	
Total				**35**	

BIDDER:
Initial: Authorized signatory/ies:
……

DR. JSMLM
1. ……
2. ……

Initial: DR. JSMLM

Witness: ……

Company Experience and Availability of Company Vehicles:

(Maximum Points obtainable 25)

Availability of Company Vehicle (*Maximum Points obtainable 5)*

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable (Own)	Points obtained (lease)	Points Claimed
Ownership of firm's vehicles **(Note 5)**	Bakkie	**Yes**	**3**	**1.5**	
	Truck	**No**	**2**	**1**	
Sub-total			**5**	**2.5**	

Company Experience (*Maximum Points obtainable 20)*

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Company experience in comparable projects (Supply and Delivery of ICT Equipment's). Appointment or Reference Letters. Purchase Orders / Invoices. **(Note 6)**	(Less than R100 000) Purchase Order(s)/Reference Letter(s) = **2 points**	**Yes**	**2**	
	(From R100 000 to R300 000) Purchase Orders/Reference Letters = **3 points**	**No**	**3**	
	(From R 300 000 and above) Purchase Orders/Reference Letters = **5 points**	**No**	**5**	

BIDDER:
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DR. JSMLM
1. ……
2. ……

Initial: DR. JSMLM

Witness: ……

The years' experience accumulated in the supply and delivery of ICT Equipment's) **(Note 7)**	Proof of **4 years or more** experience through Purchase Orders, Appointment Letters and/or Reference Letters indicating the years services were rendered.	**NO**	**10**	
Sub-Subtotal			**20**	
Grand - Total			**25**	

<u>Accreditation Letters / Partnership Certificates from Hardware Manufactures or Distributors</u>.

(Maximum points obtained 20)

Accreditation Letters / Partnership Certificates from : ……

Evaluation Criteria	**Minimum Required**	**Elimination Factor**	**Points obtainable**	**Points Claimed**
Any Hardware Manufactures Accreditation Letters and or / Partnership Certificates. **(Note 8)**	Accreditation Letters and or Partnership certificates with hardware manufactures and or distributors for the supply and delivery of ICT Equipment's **1x Letter = 5 points** **2x Letters = 10 points** **3x Letters = 15 points** **4x Letters = 20 points**	**Yes**	**20**	
Sub-total			**20**	
Total			**20**	

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Witness: ……

Detailed Project Plan and Company Profile. **(Maximum points obtained 20)**

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Project Plan and Company's Profile. **(Noted 9)**	Submit and attach a detailed **Project Plan**	**Yes**	**15**	
	Company Profile	**No**	**5**	
Sub-total			**20**	
Total			**100**	

Note 1: Academic Qualifications

Proof of National Diploma in ICT and ICT Certificate academic qualifications in the form of copies must be attached to the Team Leader/Project Manager's CV. Foreign qualifications must be accompanied by a certificate from Qualifications Certification Body (SAQA).

Note 2: Experience after Qualification

A minimum qualification and experience are required for the team leader as per the above.

Note 3: Involvement in similar projects by the Project Manager / Team Leader

Proof of involvement in similar projects by the Project Manager / Leader must be contained in the Curriculum Vitae (CV) and must include references and contact details. The CV must contain only necessary and relevant information for the purpose of this project. Failure to provide this shall warrant an automatic elimination of tender from any further evaluation.

Note 4: Current Employment

Confirmation of current employment of the Project Manager / Team Leader in a company's letterhead must be attached. In the event a Project Manager / Team Leader is his/her own Supervisor, a letter confirming same must still be attached. The proposed Project Manager / Team Leader shall be a Senior Employee, an Associate, the Director, or a Shareholder and in the direct employ of the Contractor or service firm.

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Witness: ……

Note 5: Availability company's vehicle

A proof of company's vehicle (bakkies/panel van) must be attached. The tenderer shall attach a proof of ownership (a copy of RC1 of vehicle registration documents) in the name of the company or lease agreement with the ownership of the lessor. If not attached the tenderer shall forfeit points and be eliminated from the bid.

Note 6: Company Experience in comparable projects

A proof of company's experience in comparable projects must be attached in a form of appointment letters , reference / recommendation letters, purchase orders and invoices.

Note 7: The years of experience accumulated in the Supply and Delivery of ICT Equipment's

Appointment letters must be attached in order to claim the allocated points in case a company has an experience of 4 years and above in the Supply and Delivery of ICT Equipment's.

Note 8 : Accreditation Letters / Partnership Certificates

A proof of accreditation letters with ICT hardware manufactures must be attached and or partnership certificates with distributors must be attached in order to claim points.

Note 9 : Project Plan and Company Profile

A detailed project plan must be attached which should outline how the project will be managed in terms of the turnaround times for RFQ (ETA's) , PO's , responding to faults and queries on the ICT Equipment's supplied. A company profile must also be attached to claim the allocated points.

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10 – POINTS (FOR PRICE):

ITEM No.	DESCRIPTION	ALLOCATED POINTS
1.	Price Competitiveness	80

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 bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

20 – POINTS (FOR BBBEE):

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

In the event of a Joint Venture (JV) Tender:

A Joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.

PLEASE REMEMBER:

- **TO ATTACH A VALID TAX PIN**
- **IN CASE OF A JOINT VENTURE, THE VALID TAX PIN OF EACH PARTNER, THIS MUST BE SUBMITTED WITH THE BID DOCUMENT**
- **TO ATTACH A B-BBEE CERTIFICATE**

FOR THE APPOINTMENT OF PANEL OF 3 IT SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF ICT EQUIPMENTS, SOFTWARES AND ICT RELATED ITEMS AS AND WHEN REQUIRED FOR THE PERIOD OF THIRTY-SIX [36] MONTHS (3 YEARS)

BIDDER:
Initial: Authorized signatory/ies:
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2. ……

Initial: DR. JSMLM

Witness: ……

THE CONTRACT

THE CONTRACT

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C4 Site Information……

Part C5 : Additional Relevant Documents

C5.1 Supply Chain Management Policy…….

DR. JS MOROKA LOCAL MUNICIPALITY

DEPARTMENT NAME : MUNICIPAL MANAGER

CONTRACT NO : JSM/ICT-02/11W00-2026

APPOINTMENT OF PANEL FOR IT SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF ICT EQUIPMENTS, SOFTWARES AND ICT RELATED ITEMS AS AND WHEN REQUIRED FOR THE PERIOD OF THIRTY-SIX [36] MONTHS (3 YEARS)

AGREEMENTS AND CONTRACT DATA

Content **Page**

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance
C1.2 Contract Data

BIDDER:
Initial: Authorized signatory/ies:
……

DR. JSMLM
1. ……
2. ……

Initial: DR. JSMLM

Witness: ……

FORM C.1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

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

PROJECT NO: JSM/ICT-02/11W00-2026

APPOINTMENT OF PANEL FOR IT SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF ICT EQUIPMENTS, SOFTWARES AND ICT RELATED ITEMS AS AND WHEN REQUIRED FOR THE PERIOD OF THIRTY-SIX [36] MONTHS (3 YEARS)

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

……

……Rand (in words); R …… (In figures).

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature(s) _____ _____

Name(s) _____ _____

Capacity _____ _____

For the tenderer _____
(Name and address of organization)

Name & Signature
Of Witness _____ _____
Name Date

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

Part 1 Agreements and Contract Data (which includes this Agreement)
Part 2 Pricing Data
Part 3 Scope of Work
Part 4 Additional Documentation

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorized representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at or just after the date this Agreement comes into effect. Failure

to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature(s) _____ _____

Name(s) _____ _____

Capacity _____ _____

For the tenderer _____
(Name and address of organization)

Name & Signature
Of Witness _____ _____
Name Date

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.

2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here.

3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract, shall also be

recorded here.

4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1	**Subject**
	Details
2	**Subject**
	Details
3	**Subject**
	Details
4	**Subject**
	Details
5	**Subject**
	Details
6	**Subject**
	Details

By the duly authorized representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations

BIDDER:
Initial: Authorized signatory/ies:
……

DR. JSMLM
1. ……
2. ……

Initial: DR. JSMLM

Witness: ……

from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance.

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

FOR THE TENDERER:

Signatures (s) _____ _____

Name(s) _____ _____

Capacity _____ _____

_____

(Name and address of Organization)

Name & Signature
Of Witness _____ Date _____

FOR THE EMPLOYER

Signatures (s) _____ _____

Name(s) _____ _____

Capacity _____ _____

_____

(Name and address of Organization)

Name & Signature
Of Witness _____ Date _____

FORM C1.2 CONTRACT DATA

DATA PROVIDED BY THE EMPLOYER

	Data
1	The Name of the Employer is **Dr JS Moroka Local Municipality** The address of the Employer is: 2601/3 Bongimfundo Street SIYABUSWA 0472 P/ Bag 4012 Siyabuswa 0472 Telephone: 013 973 1101
2	The Project is for the appointment of **PROJECT NO: JSM/ICT-02/11W00-2026** **APPOINTMENT OF PANEL FOR IT SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF ICT EQUIPMENTS, SOFTWARES AND ICT RELATED ITEMS AS AND WHEN REQUIRED FOR THE PERIOD OF THIRTY-SIX [36] MONTHS (3 YEARS)**
3	The Period of Performance is as per letter of appointment
4	The Service Provider may not release public or media statements or publish material related to the Services or Project without the written approval of the Employer.
5	The Service provision shall be completed as per letter of appointment
6	The programme shall be submitted within seven (7) days of the acceptance of appointment.
7	The Service Provider shall provide the Professional Indemnity Insurance a minimum of R 100 000 per claim for a cover, to be negotiated with the Client (where applicable)
8	The client shall not be responsible for any overtime worked or overtime payments made to the personnel of the Service Provider.
9	Copyright of document prepared for the project shall be vested with the Dr JS Moroka Local Municipality

BIDDER:
Initial: Authorized signatory/ies:
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DR. JSMLM
1. ……
2. ……

Initial: DR. JSMLM

Witness: ……

10	Settlement of dispute is to be in terms of the Supply Chain Management Policy of the Dr JS Moroka Local Municipality, not excluding the provisions provided for in terms of rules / laws governing dispute resolution and employing services of the courts to remedy any dispute that may arise.
11	Service Provider will be paid in accordance with the Dr JS Moroka Local Supply Chain Management Policy.
12	Contract Price adjustment will apply in accordance to inflation rate using the appropriate formula
13	A Service Provider may subcontract any work in relation to the terms and conditions of their scope of work.

PART 1: DATA PROVIDED BY THE SERVICE PROVIDER

1.	The Service Provider is . . . . . . Address: . . . . . . Telephone: . . . . . . Facsimile: . . . . .
2	The authorized and designated representative of the Service Provider is: Name: . . . . . . The address for receipt of communications is: Telephone: . . . . . . Facsimile: . . . . . . Address: . . . . . . ……..
3	The Key Persons and their jobs / functions in relation to the services are:

No	Name	Specific Duties

BIDDER:
Initial: Authorized signatory/ies:
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DR. JSMLM
1. ……
2. ……

Initial: DR. JSMLM

Witness: ……

C.2.1 PRICING INSTRUCTIONS

1. All activities must be invoiced on a monthly basis, based on the completion of the activity but not exceeding the allocated budget that has been priced for that activity.

2. Payment will be based on the completion of activities provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.

3. The total price for the activities shall not be exceeded without the prior written approval and agreement of the Client.

4. The Schedule of Activities and the Bills of Quantities comprises items covering the service provider's profit and costs of general liabilities and includes costs of all services.

5. **All rates and amounts must be completed by hand in black Ink.**

6. The schedule items covering the service provider's profit or general liabilities and the construction of temporary and permanent risk.

7. Although the tenderer is at liberty to insert a rate at his own choice for each item in the schedule, his attention is drawn to the fact that the employer has the right, under various circumstances, to payment for additional work carried out and that the engineer is obliged to base his assessment and the payment to be paid for such additional work on the rates inserted in the schedule by the tenderer.

8. The prices and rates to be inserted in the schedule of quantities are to be the full inclusive prices to be the employer for the work described under several items. The prices shall be exclusive of Value Added Tax (VAT). Such prices shall cover all costs and expenses that may be required in and for the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the document on which the tender is based.

9. In the event of the tenderer failing to price any item it will be construed that the tenderer has made adequate allowance under other items for all labour, material and costs required, for the exclusion, not only for the quantum of wok covered by the unpriced item, but also for any increase in the said quantum which may have to be undertaken during the course of the contract.

10. For the purposes of this Schedule of Activities and Bills of Quantities, the following words shall have the meanings hereby assigned to them:

    - Unit: The unit of measurement for each item of Service provided as defined in the Standardized, Project or Particular Specifications.

    - Quantity (Qty): The number of units of work/service provision for each item.

    - Rate: The payment per unit of work/provision of services at which the Tenderer Tenders to do the work.

    - Amount: The quantity of an item multiplied by the Tendered rate of the (same) item.
    - Sum: An amount Tendered for an item, the extent of which is described in the schedule of activities, the scope of works or elsewhere, but of which the quantity of work is not measured in units.

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Witness: ……

C 2.2. BILL OF QUANTITIES

CONTRACT NO: JSM/ICT-02/11W00-2026

APPOINTMENT OF PANEL FOR IT SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF ICT EQUIPMENTS, SOFTWARES AND ICT RELATED ITEMS AS AND WHEN REQUIRED FOR THE PERIOD OF THIRTY-SIX [36] MONTHS (3 YEARS)

BILL OF QUANTITIES (All rates must be excluding VAT)

Item	Description	Unit	Qty	Rate	Total
1.	Category A.1 Laptop	Rate	1		
	Category A.2 Laptop	Rate	1		
2.	Category B Laptop	Rate	1		
3.	Desktop	Rate	1		
4.	Office Laser Printer	Rate	1		
SUB TOTAL					
VAT					
GRAND TOTAL					

TOTAL AMOUNT TO BE FORWARDED TO FORM C 1.1 (FORM OF OFFER)

…….. ……..
Signature Date

……
Capacity

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Initial: Authorized signatory/ies:
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DR. JSMLM
1. ……
2. ……

Initial: DR. JSMLM

Witness: ……

DR. JS MOROKA LOCAL MUNICIPALITY

DEPARTMENT NAME : MUNICIPAL MANAGER

CONTRACT NO : JSM/ICT-02/11W00-2026

APPOINTMENT OF PANEL OF IT SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF ICT EQUIPMENTS, SOFTWARES AND ICT RELATED ITEMS AS AND WHEN REQUIRED FOR THE PERIOD OF THIRTY-SIX [36] MONTHS (3 YEARS)

SCOPE OF WORK

Part C3: Scope of Work

C3 Scope of Work

1. BACKGROUND INFORMATION

The Information and Communication Technology Division within the Municipality other responsibilities is to ensure that adequate ICT Equipment's , Software's, and other ICT Items are allocated and or supplied to all municipal officials as and when required to execute their duties effectively. Furthermore, the Division is often faced with challenges of not being able to provide such ICT Equipment's as and when required due to number of supply chain processes that needs to be undertaken. This project seeks to ensure that supply chain processes are still adhered to and shortened when sourcing ICT Equipment's for Officials and to ensure that obsolete ICT Equipment's within the Municipality are replaced when reaching the life-span stages.

2. NATURE OF THE CONTRACT

The nature of the contract would strictly be **the Supply and Delivery of Information and Communication Technology Equipment's, Software's and ICT Related ICT Equipment's as and when required** which would not be limited to the following**.**

- **Laptops.**
- **Desktops.**
- **Printers (Office LaserJet Printers).**

Furthermore, the nature of the contract is a strictly performance-based one wherein a **Service Level Agreement** would be entered into with the appointed panels.

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Witness: ……

3. IMPORTANT TO NOTE

Any other ICT Equipment(s), and ICT Items not listed above should be quoted by the panels as and when required by the Municipality.

4. DURATION OF THE CONTRACT

This will be a 36-months contract **(3 years)** for which the successful panels are to **Supply and Deliver Information & Communication Technology Equipment's, Software's & ICT Items as and when required.**

5. PROJECT SPECIFICATION

(a) Laptops (To be allocated to the Executives, Senior and Divisional Managers)

Category A.1 - Laptops Specifications	Tender Prize
Operating System. Windows® 11 Professional 64-bit **Processors.** 11th-15th Gen Intel Core i7 or latest-1260P (18M Cache, up to 4.7 GHz) **Chipset.** INTEL IRIS XE GRAPHICS. **Dimension** 15.28 x 295.3 x 195.04mm **Weight** 1.26 kg **Memory.** 32GB 5200Mhz LPDDR5 **Storage.** 1TB SSD PCIe M.2 **Display.** 13.4 – 14 inch " OLED (3456x2160) Touch Infinity Edge 400nits **Graphics.** NVIDIA® GeForce® MX350, 2 GB, GDDR5 **Expansion Ports** 2 x Thunderbolt™ 4 (USB Type-C™ with DisplayPort and Power Delivery) USB-C to USB-A 3.0 adapter (included in the box) USB-C to 3.5mm headset adapter (included in the box) **Audio** Dual stereo speakers (tweeter + woofer), Realtek ALC1319D 720p at 30 fps HD RGB camera, 400p at 30 fps IR camera, dual-array microphones **Keyboard.** Platinum Backlit English Keyboard with Fingerprint Reader **Pointing Device** Touchpad with on/off button, Two-way scroll, Gestures, Two Pick buttons Pointstick with Two Additional Pointstick Buttons. Wireless Mouse , Security Cables , USB to Ethernet Adapter and	

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Initial: DR. JSMLM

Witness: ……

Carry bags to be included. Intel® Killer™ Wi-Fi 6E 1675 (AX211) 2x2 + Bluetooth 5.2 Wireless Card Lan Port/ Integrated Intel 82579V Gigabit Network Connection (non-vPro configurations). **Wireless** Qualcomm Snapdragon X20 LTE, CAT 9, eSIM **Power** **Battery Type** 3 Cell, 55 Wh, integrated Long Life 6-cell (55 WHr) Li-Ion **Battery life** 60W AC Adapter Type-C **Chassis** Exterior Chassis Materials Aluminum **Warranty** 3 Year On-site Manufactures Warranty	
Category A.2 Laptop **Operating System.** Windows® 11 Professional 64-bit **Processors.** AMD Ryzen 7 or Latest **Chipset.** AMD **Dimension** 15.28 x 295.3 x 195.04mm **Weight** 1.26 kg **Memory.** 32GB 5200Mhz LPDDR5 **Storage.** 1TB SSD PCIe M.2 **Display.** 13.4 – 14 inch " OLED (3456x2160) Touch Infinity Edge 400nits **Graphics.** RTX 4050 6GB GDDR6 **Expansion Ports** 2 x Thunderbolt™ 4 (USB Type-C™ with DisplayPort and Power Delivery) USB-C to USB-A 3.0 adapter (included in the box) USB-C to 3.5mm headset adapter (included in the box) **Audio** Dual stereo speakers (tweeter + woofer), Realtek ALC1319D 720p at 30 fps HD RGB camera, 400p at 30 fps IR camera, dual-array microphones **Keyboard.** Platinum Backlit English Keyboard with Fingerprint Reader **Pointing Device** Touchpad with on/off button, Two-way scroll, Gestures, Two Pick buttons Pointstick with Two Additional Pointstick Buttons.	

BIDDER:
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2. ……

Initial: DR. JSMLM

Witness: ……

Wireless Mouse , Security Cables , USB to Ethernet Adapter and Carry bags to be included. Intel® Killer™ Wi-Fi 6E 1675 (AX211) 2x2 + Bluetooth 5.2 Wireless Card Lan Port/ Integrated Intel 82579V Gigabit Network Connection (non-vPro configurations). **Wireless** Qualcomm Snapdragon X20 LTE, CAT 9, eSIM **Power** **Battery Type** 3 Cell, 55 Wh, integrated Long Life 6-cell (55 WHr) Li-Ion **Battery life** 60W AC Adapter Type-C **Chassis** Exterior Chassis Materials Aluminum **Warranty** 3 Year On-site Manufactures Warranty	
Category B - Laptops Specifications	**Tender Prize**
Operating System. Windows® 11 Professional 64-bit **Processors.** 11th -15th Gen Intel® Core™ i5 or i7-1240P (12 MB cache, 12 cores, 16 threads, up to 4.40 GHz Turbo)) **Chipset.** INTEL IRIS XE GRAPHICS **Dimension** 16.32 x 321.50 x 211.35 mm **Weight** 1.65 kg **Memory.** 16GB 5200Mhz LPDDR5 **Storage.** 512 – 1TB Gb SSD PCIe M.2 **Display.** 15”, FHD 1920 x 1080, 60 Hz, glossy-finish, touch, 45% NTSC, 212.50 nits, wide-viewing angle. **Graphics** NVIDIA® GeForce® MX350, 2 GB, GDDR5 **Expansion Ports** 2 USB 3.2 Gen 1 ports 1 USB-C USB 3.2 Gen 2 port with Power Delivery + DisplayPort 1 headset (headphone and microphone combo) port 1 HDMI 1.4a port **Audio** Stereo speakers with Realtek ALC3204 Headphone & Microphone Audio Combo Jack **Keyboard.** White Backlit keyboard with Fingerprint Reader Wireless Mouse , Security Cables , USB to Ethernet Adapter and Carry bags to be included. Intel® AX210, 2x2, MIMO, 2400 Mbps, 2.40 GHz/5 GHz/6 GHz, Wi-Fi 6 (WiFi 802.11ax), Bluetooth 5.2	

BIDDER:
Initial: Authorized signatory/ies:
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DR. JSMLM
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Initial: DR. JSMLM

Witness: ……

Wireless Qualcomm Snapdragon X20 LTE, CAT 9, eSIM **Power** **Battery Type** 4-cell, 54 Wh polymer battery, Express Charge™, integrated **Battery life** 60W AC Adapter Type-C **Chassis** Exterior Chassis Materials Aluminum **Warranty** 3 Year On-site Premium Support	

(b) Desktops

Desktops Specifications	Tender Prize
Operating System Windows®11 Professional 64-bit **Processors** 11th – 15th Gen Intel® Core™ i7-12600 (18 MB cache, 6 cores, 12 threads, 3.30 GHz to 4.80 GHz Turbo, 65 W) or latest generation processor **Chipset** LGA1200 (Intel® 500 Series & Select 400 Series **Memory Size** 16GB (2x8GB) DDR4 **Expansion Ports Rear** HDMI 1.4b 7, DisplayPort 1.4, USB 3.2 Gen1 Type-A (2), USB 2.0 with Smart Power On, FHC PCIe Expansion 1 (2), VGA/DP 1.4/HDMI 2.0b/USB Type-C Serial/PS2, Ethernet RJ-45 Port, FH PCIe Expansion, Cable Lock **Internal Hard Drive** 512GB - TB, M.2, PCIe NVMe, SSD **Optical Drive** 8x DVD+/-RW 9.5mm Optical Disk Drive N/A **Graphics** AMD® Radeon™ 550, 2 GB GDDR5, full height, 2 DP **Expansion Ports Front** USB 2.0 (2), Universal Audio Jack, USB 3.2 Gen1 Type-A **Audio** Internal Speaker **Network Interface** Integrated Intel (10/100/1000) Gigabit Ethernet LAN MediaTek WiFi-6 2x2 MT7921 Bluetooth 5.2 Wireless Card with Internal Antenna **Input & Output Devices** Wireless Keyboard and Mouse be included **Monitor** 23.8” Full HD monitor with a wide viewing angle. Height adjustability, built-in speakers, and HDMI connectivity **Power and Operating Requirements** 300 W internal power supply unit (PSU), 92% Efficient, 80 Plus Platinum **Dimension and Weight** (W x D x H)	

BIDDER:
Initial: Authorized signatory/ies:
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DR. JSMLM
1. ……
2. ……

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Witness: ……

154.00 x 292.20 x 324.30 mm Starting weight 5.17 kg **Warranty** 3 Year ProSupport NBD On-site manufactures warranty	

(**C) Printers**

Category A Printers Specifications – Color LaserJet Printers	**Tender Prize**
Function Color Laser Print **Display** 6.8 cm (2.7 in) color graphic screen **Print Speed** - Up to 21 ppm Black and Color First Page Out As fast as 10.5 sec **Printer Quality** Up to 600 x 600 dpi **Print Technology** Laser **Duty Cycle** Up to 40,000 pages **Memory** 256 MB DDR, 256 MB NAND Flash **Processor Speed** 800 MHz **Standard Printer Languages** PCL6; PCL5c; postscript level 3 emulation; PWG raster; PDF; PCLm; PCLm-S; NativeOffice; URF **Paper Handling** 250 sheet input trays **Standard Media Sizes** Executive (184 x 267 mm); Oficio 8.5x13 (216 x 330 mm); 4 x 6 (102 x 152 mm); 5 x 8 (127 x 203 mm); A4 (210 x 299 mm); A5 (148 x 210 mm); A6 (105 x 148 mm); B5(JIS) (182 x 257 mm); B6(JIS) (128 x 182 mm); 10 x 15cm (100 x 150 mm); Oficio (216 x 340 mm); 16K (195 x 270 mm; 184 x 260 mm; 197 x 273mm); Postcard(JIS) (100 x 147 mm); Double Postcard(JIS) (147 x 200 mm); Envelope #10 (105 x 241 mm); Envelope Monarch (98 x 191 mm); Envelope B5 (176 x 250 mm); Envelope C5 (162 x 229 mm); Envelope DL (110 x 220 mm); A5-R (210 x 148 mm) **Custom Media Sizes** 76 x 127 to 216 x 356 mm **Media Types supported** Paper (bond, brochure, colored, glossy, heavy, letterhead, light, photo, plain, preprinted, prepunched, recycled, rough), transparencies, labels, envelopes, cardstock	

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DR. JSMLM
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Connectivity Hi-Speed USB 2.0 port; Built-in Fast Ethernet 10/100Base-TX network port; 802.11n 2.4/5GHz wireless; Walkup host USB port Built-in 802.11 b/g/n; Authentication via WEP, WPA/WPA2, or 802.1X; Encryption via AES or TKIP; WPS; Wi-Fi Direct **Dimensions and Weight** Dimensions (W x D x H) 392 x 419 x 247.5 mm Package Weight 14.8 kg **Warranty** **3 Year Onsite Warranty to be included.**	

(d) <u>Software's and Licenses</u>.

As and when required by the Municipality the successful panels as part of the scope of work would also be expected to supply and delivery computer software's and licenses at a price that would be agreed upon and later approved by the Municipality which amongst others may include but not limited to **Windows, Office, and any other ICT-related software.** This line item also includes the renewal of the existing software licenses in used in the Municipality.

Amongst others below is list of software's currently in use within the Municipality and will be quoted and approved by Accounting Officer

- **Veeam Backup and Replication.**
- **Microsoft Office 365 E3.**
- **Netwrix Network Auditor.**
- **PRTG Network Monitor.**
- **Windows 11 Professional.**
- **Microsoft Windows Server 2022.**
- **VMware vSphere version 8.**
- **Trend Micro Apex One Security Agent (Anti-Virus).**
- **Sophos (Firewall).**
- **Email Filtering Solution.**

(h) <u>Any other IT related items</u>.

As and when required by the Municipality the successful panels as part of the scope of will again be expected to supply and delivery any IT items that has a direct impact to the functionality of the ICT Infrastructure at a price that would be agreed upon and later approved by the Municipality.

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