

TENDER / NOTICE



Garden Route District Municipality, the leading, enabling and inclusive district, characterised by equitable and sustainable development, high quality of life and equal opportunities for all.

TENDER DOCUMENT

TENDER NO		GRDM/10/20-21	
TENDER DESCRIPTION		DESIGN, PROVISION AND MANAGEMENT OF A WIDE AREA NETWORK FOR GARDEN ROUTE DISTRICT MUNICIPALITY	
PERIOD		THREE YEARS	
PREFERENTIAL PROCUREMENT REGULATIONS, 2017 - LOCAL CONTENT REQUIREMEN		ELECTRICAL AND TELECOM CABLE – 90	
CLOSING DATE	15 FEBRUARY 2021	CLOSING TIME	11:00
POSTAL ADDRESS: Garden Route District Municipality Attention: Supply Chain Management Unit PO Box 12 George, 6530 <i>Clearly mark the Bid envelope with the bid number and title of bid on the face of the envelope. Any tenders couriered to be deposited in the Municipality's Bid Box, any bids sent to the wrong recipient other than being deposited in the Bid Box will not be considered</i>		TO BE DEPOSITED IN: The bid box at the entrance of the Municipal Offices Garden Route District Municipality 54 York Street George 6529	
ATTENTION: FINANCIAL DIRECTORATE SUPPLY CHAIN MANAGEMENT UNIT GARDEN ROUTE DISTRICT MUNICIPALITY GEORGE 6529		A bid posted or couriered (at sender's risk) to the Municipality, PO Box 12, George, 6530, in good time so as to reach the Municipality before the above-mentioned closing date and clearly indicated attention supply chain management unit, may be accepted on condition that it is placed in the correct Bid box before the closing time, it being understood that the Council disclaims any responsibility for seeing that such bids are in fact lodged in the bid box.	
SUMMARY FOR TENDER OPENING PURPOSES			
NAME OF TENDERER:			
CENTRAL SUPPLIER DATABASE NO:			
TOTAL BIDDING PRICE (INCLUDING VAT)			
Total Bidding Price (Including VAT)		R	
PREFERENCE CLAIMED FOR:			
B-BBEE Status Level of Contributor:			
Preference Points Claimed:			
B-BBEE certificates submitted with the quotation document MUST be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF B-BBEE CERTIFICATES			
VALIDITY PERIOD: AVAILABLE FOR 90 DAYS AFTER THE BID CLOSURE			
CONTACT DETAILS FOR:			
Bidding procedures and documents		Bid Scope and technical specifications	
Miss Sandisa Gologolo Tel: (044) 803 1313 / 072 906 6860 E-mail: sandisa@gardenroute.gov.za		Mr. Rhyn Alberts Cell: (044) 803 1319 / 082 802 9070 E-mail: rhyn@gardenroute.gov.za	

CHECKLIST

Please ensure that the following forms have been completed and signed and all documents, as requested, are attached to the tender document

Description of document	Document number	Yes	No
Bid Conditions & Information			
Part A: Invitation to bid and Part B: Terms and Conditions for Bidding	MBD 1		
Terms of Reference			
Current Municipal Certificate / Lease Agreement			
Pricing schedule – firm prices (purchases)	MBD 3.1		
Form of Offer & Acceptance			
Declaration of Interest	MBD 4		
Preference points claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.	MBD 6.1		
Preferential Procurement Regulations, 2017 - Local Content Requirement	MBD 6.2		
Formal contracts for services	MBD 7.1		
Declaration of bidder's past supply chain management practices	MBD 8		
Certificate of independent bid determination	MBD 9		
Authority of Signatory			
General Conditions of contract & Bid Requirements			
Annexure A : Past Experience			

Please sign on Completion.

.....
NAME OF THE BIDDER

.....
SIGNATURE

.....
DATE

- 1 Agreement**
The successful bidder will be expected to sign the Contract Form (Part 1) of this bid document within 30 days of the date of notification by the Garden Route District Municipality that his/her bid has been accepted.
- 2 Completion of Bid Documents**
 - (a) The original bid document must be completed fully in black ink and signed by the authorised signatory to validate the proposal. All the pages must be initialled by the authorised signatory. Failure to do so may result in the invalidation of the bid.
 - (b) Bid documents may not be retyped or altered in any way.
- 3 Alteration or Qualification of Bid**
No unauthorised alteration of this set of bid documents will be allowed. Any unauthorised alteration will disqualify the proposal automatically. Any ambiguity has to be cleared with contact person for the bid before the closure date.
- 4 Authorised Signatory**
 - (a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.
 - (b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.
- 5 Submission of Bid**
 - (a) The bid must be put in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the bid number, title as well as closing date and time and placed in the **Tender Box at the Garden Route District Municipality by not later than 11h00 on 15 February 2021.**
 - (b) Faxed, e-mailed and late bids will not be accepted. Bids may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.
- 6 Opening, Recording and Publications of Bids Received.**
 - Bids will be opened in public immediately after the bid closure date, or at such
 - time as specified in the bid documents. If requested by any bidder present,
 - names of the bidders, and if practical the total amount of each bid and of any alternative bids will be read out loud.
 - Bids received in time recorded and entered in a register which is open for public inspection.
- 7 Tax Clearance Certificate**
 - a. A valid original Tax Clearance Certificate must accompany the bid documents.
The onus is on the bidder to ensure that the Garden Route District Municipality has an original Tax Clearance Certificate on record and obtain confirmation from the Supply Chain Management Unit of the Garden Route District Municipality.
 - b. Bids not supported by a valid original Tax Clearance Certificate, as an attachment to the bid documents will be invalidated.
 - c. In bids where consortia/joint ventures/sub-contractors are involved, each party must submit a separate valid original Tax Clearance Certificate.
- 8 Evaluation of Bids**
Bids will be evaluated in terms of their responsiveness to the bid specifications and requirements as well as such additional criteria as set out in the bid documents.
- 9 Acceptance or Rejection of a Bids**
The Garden Route District Municipality reserves the right to withdraw any invitation to submit a bid and/or to re-advertise or to reject any bid or to accept a part of it. The Garden Route District Municipality does not bind itself to accepting the lowest bid.
- 10 Registration on Accredited Supplier Database**
It is expected of all prospective service providers who are not yet registered on the Central Supplier Database to register online (www.csd.gov.za) and verify their company information at Garden Route District Municipality Database Department. The Garden Route District Municipality reserves the right not to award proposals to prospective suppliers who are not registered on the CSD (Central Supplier Database).

- 11 Site / Information Meetings**
None
- 12 Stamp and Other Duties**
The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.
- 13 Language of Contract**
The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.
- 14 Procurement Policy**
Bids will be awarded in accordance with the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000.
- 15 Expenses Incurred in Preparation of Bid**
The Garden Route District Municipality shall not be liable for any expenses incurred in the preparation and submission of the bid.
- 16 Wrong Information Furnished**
Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Garden Route District Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.
- 17 Validity Period**
*Bids shall remain valid for **90 days** after the bid closure date.*
- 18 General and Special Conditions of Contract**
The General Conditions of Contract as well as any Special Conditions of Contract that may form part of this set of bid documents will be applicable to this bid in addition to the conditions of bid.
- 19 Municipal Rates, Taxes and Charges**
The bidder to provide their municipal account of rates and taxes of both the Bidding entity and its directors' in its Bid Document submission. Any bidder which is or whose directors are in arrear with their municipal rates and taxes due to any Municipality within South Africa for more than three months and have not made an arrangement for settlement of or same before the bid closure date will be disqualified.
- 20 Contact with Municipality after Bid Closure Date**
Bidders shall not contact the Garden Route District Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Garden Route District Municipality, it should do so in writing to the Garden Route District Municipality. Any effort by the firm to influence the Garden Route District Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GARDEN ROUTE DISTRICT MUNICIPALITY					
BID NUMBER:	GRDM/10/20-21	CLOSING DATE:	15 FEBRUARY 2021	CLOSING TIME:	11:00
DESCRIPTION	DESIGN, PROVISION AND MANAGEMENT OF A WIDE AREA NETWORK FOR GARDEN ROUTE DISTRICT MUNICIPALITY				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD 7.1).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
GARDEN ROUTE DISTRICT MUNICIPALITY					
SUPPLY CHAIN MANAGEMENT UNIT					
54 YORK STREET					
GEORGE					
6529					
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]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	FINANCIAL SERVICES		DEPARTMENT	CORPORATE SERVICES	
CONTACT PERSON	SANDISA GOLOGOLO		CONTACT PERSON	MR RHYN ALBERTS	
CONTACT NUMBER	(044) 803 1313/ 072 906 6860		CONTACT NUMBER	044 803 1319 / 082 802 9070	
E-MAIL ADDRESS	sandisa@gardenroute.gov.za		rhyn@gardenroute.gov.za		

PART B

TERMS AND CONDITIONS FOR BIDDING

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

TENDER / NOTICE



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FORMAL TENDERS

TENDER NUMBER		GRDM/10/20-21	
TENDERS ARE HEREBY INVITED FOR		DESIGN, PROVISION AND MANAGEMENT OF A WIDE AREA NETWORK FOR GARDEN ROUTE DISTRICT MUNICIPALITY.	
PERIOD		THREE YEAR PERIOD	
PREFERENTIAL PROCUREMENT REGULATIONS, 2017-LOCAL CONTENT REQUIREMENT		ELECTRICAL AND TELECOM CABLE - 90%	
BRIEFING SESSION		NONE	
PUBLISHED DATE	21 JANUARY 2021	CLOSING DATE	15 FEBRUARY 2021
ADVERTISEMENTS		NEWSPAPER, MUNICIPAL NOTICE BOARD, MUNICIPAL WEBSITE & E-PUBLICATION	
AVAILABLE DATE	21 JANUARY 2021		
CLOSING TIME			
No later than 11:00 am , tenders will be opened immediately thereafter, in public at the Garden Route District Municipality, Supply Chain Management Unit, 54 York Street, George			
AVAILABILITY OF TENDER DOCUMENTS:			
Tender documents for GRDM/10/20-21 are obtainable from Ms. Sandisa Gologolo during office hours (Mondays to Thursday 08:00 - 16:30 and Fridays 08:00 - 13:30) Tel: (044) 803 1313; Cell: 072 906 6860; E-mail: sandisa@gardenroute.gov.za		Printed copies of the tender documents are obtainable at a non-refundable fee, payable to a cashier at Garden Route District Municipality, Supply Chain Management Unit, Ground Floor, 54 York Street, George OR tender documents are obtainable free of charge on Garden Route District Municipality's website at www.gardenroute.gov.za .	
NON - REFUNDABLE FEE:		R 200.00	
TENDER SUBMISSION RULES:			
<ol style="list-style-type: none"> 1. Tenders are to be completed in accordance with the conditions and tender rules contained in the tender document. 2. Tender document & supporting documents must be placed in a sealed envelope clearly marked for "GRDM/10/20-21: DESIGN, PROVISION AND MANAGEMENT OF A WIDE AREA NETWORK FOR GARDEN ROUTE DISTRICT MUNICIPALITY" must be deposited in the tender box of the Garden District Municipality, Supply Chain Management Unit, 54 York Street, George. 3. Tenders may only be submitted on the tender document issues by the Municipality. 4. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the tender document. 5. Important note: Tax Compliance Status Pin (TCS) copy and MAAA Number must be submitted with the tender documentation. 6. VAT must be included in all prices (VAT vendor registered). 7. Late tenders, tenders per facsimile or – e-mail will not be accepted. 8. Tenders couriered to be delivered in accordance with the stipulated closing time above. 9. Council reserves the right to accept any bid proposal in full or part thereof. 10. Council will only award tenders to service providers registered on the Central Supplier Database (CSD). Website https://secure.csd.gov.za 11. Tenders will only be considered in accordance to the bid requirements. 			
Stage 1: Local Content			
Only tenders scoring a minimum of 90% will be further considered for evaluation. The stipulated minimum threshold percentages for local production and content for the Electrical and Telecom Cable			
Stage 2:			
Tenders will be evaluated and adjudicated in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2017 and the Garden Route District Municipality Supply Chain Management Policy, where 80 points will be allocated in respect of price and 20 points in respect of BBEE.			
Stage 3:			
All bidders who make 80% minimum compliance threshold may be invited to make presentations on their proposal and other aspects of clarity			
CLARITY ON BIDDING PROCEDURES MAY BE DIRECTED TO:		MS SANDISA GOLOGOLO: TEL (044) 803-1313 EMAIL: SANDISA@GARDENROUTE.GOV.ZA	
CLARITY ON TECHNICAL INFORMATION MAY BE DIRECTED TO:		MR RHYN ALBERTS: TEL (044) 803 1319 / 082 802 9070 E-MAIL: RHYN@GARDENROUTE.GOV.ZA	
NOTICE NO:	01/2021		
AUTHORISED BY:	MUNICIPAL MANAGER: MG STRATU GARDEN ROUTE DISTRICT MUNICIPALITY		

TERMS OF REFERENCE

DESIGN, PROVISION AND MANAGEMENT OF A WIDE AREA NETWORK FOR THE GARDEN ROUTE DISTRICT MUNICIPALITY.



Contents

1	Overview.....	1
2	How to Provide the Information Requested	1
3	Responsibility for Response Costs	1
4	Scope of this RFP	2
5	Technical Evaluation of Responses to this RFP.....	6
6	Requirements and Response Section.....	7
7	Pricing Proposal	26
8	Bid evaluation	29

REQUEST FOR PROPOSAL (RFP) PROJECT SPECIFICATION

Design, provision and management of a wide area network (WAN) for the Garden Route District Municipality

Overview

The project entails the design, provision and management of a wide area network for Garden Route District Municipality, which must stretch across the whole Garden Route District geographical area to connect remote offices and sites to the head office at 54 York Street, George.

How to Provide the Information Requested

A formal hard copy version of your proposal with all appropriate forms completed, etc. will need to be submitted. In addition to the formal hard copy, 2 electronic files will need to be provided on CD/ USB stick – one in a Microsoft Word or ODF text document format, and one in a PDF format. Name the files appropriately. **The Word/ PDF document must be a copy of the response section of this file with the answers inserted in the appropriate places.** A Microsoft Word version of the response section will be made available to prospective vendors. The PDF document must include a PDF version of the Word/PDF file, as well as all the other information contained in the hard copy submission (a scan of the hard copy submission would be acceptable). Do not provide several digital files as only one file only will be looked at. The purpose of the single file is to provide a quick reference for keyword searches and enable a single spreadsheet of all vendor solution metrics and prices to be easily created.

Answer each question in its entirety by inserting your response into the text boxes in the provided Microsoft Word document. *Expand the text boxes as necessary.* Please respond to each question completely before proceeding to the next question. Do not place additional information in an appendix or annexure; rather place any additional information immediately following the question before proceeding to the next question. Where separate documents are requested which cannot be inserted digitally into the document, please insert them into the hard copy of your response at the back of the paper document.

If you feel that a question overlaps another question, then repeat your answer. Do not reference information or documents in annexures, etc. Provide all information relevant to your response to a particular question in the text box provided.

Respondents to this RFP must follow the exact format presented in this document.

Responsibility for Response Costs

The respondent shall be solely and fully responsible for all costs associated with the development, preparation, transmittal, and submission of this RFP and any subsequent proposal, including the selection process and associated negotiations. The municipality may, in its sole discretion, ask selected respondents to present their final proposal in person to the municipality's representatives at the municipality's offices, and the costs of such presentations, as well as the costs of any proof of concept implementation required by the municipality, shall be solely the responsibility of the respondent. The municipality assumes no contractual or other obligations as a result of the issuance of this RFP, the preparation or submission of a later proposal by a respondent, the evaluation of proposals, the respondent's conduct of presentations or proof of concept implementations, or the selection of any respondent for further negotiations. There may be no claims whatsoever for reimbursement from the municipality or any of its consultants for any such costs.

Scope of this RFP

- Garden Route District Municipality wishes to procure an affordable, cost-effective wide area network service to securely and reliably connect all branches/offices to the main building and server room situated at 54 York Street, George. **The successful bidder will be required to take over services from the current Service Provider effectively from 1 April 2021.**
- This solution must be available for a period of a maximum of three (3) years from entering into an agreement with the successful provider(s).
- The Garden Route District Municipality consists of a relatively large geographical area and serves the region including the municipal boundaries of Bitou, Knysna, George, Mossel Bay, Hessequa, Uniondale, Oudtshoorn and Kannaland.
- If the proposals include wireless it must be noted that the Garden Route District Municipality has an ICASA approved PTN license (PLS 41/0056) and thus may function in the 5.4 GHz frequency.
- Provision of an acceptable network monitoring, management and reporting system of the proposed solution will be a non-negotiable requirement. The Service Level Agreement will include a penalty clause to be negotiated before the formal acceptance of the bid.

Minimum requirements per office: This the current solution in place.

Office	Coordinates	Current service or connection
Garden Route DM George main office. 54 York Street, George	33°57'52.45"S 22°27'10.15"E	<ul style="list-style-type: none"> Email hosting with the appropriate fixed internet IP addresses. Website hosting with the appropriate fixed internet IP addresses. With the current pandemic (Covid19) the connection is used extensively for online conferencing, remote connections, etc. At least 100Mbps (local & international) 1:1 fibre data link for internet browsing (installed in Garden Route DM datacentre in George). The total cost must include all expenses including access equipment. Additional failover 20Mbps 1:1 internet link (secondary). The total cost must include all expenses including access equipment. This link must be costed separately. Additional failover 20Mbps 1:1 internet link (secondary). The total cost must include all expenses including access equipment. This link must be costed separately. At least a /29 block of Public IP addresses

Office	Coordinates	Current service or connection
Garden Route DM George and Garden Route DM Oudtshoorn main office and Stores complex.	George 33°57'52.45"S 22°27'10.15"E Oudtshoorn 33°35'25.46"S 22°12'21.80"E Oudtshoorn 33°35'40.86"S 22°12'50.63"E	At least 10Mbps 1:1 fibre link between Oudtshoorn main and stores offices and Garden Route DM head office in George (primary connection), offices connect with 5Ghz wireless equipment to fibre (2 hops) and a 8 Mbps 1:1 failover wireless link (secondary) Fibre (Primary) 5.4–5.8 GHz (Failover)

Office	Coordinates	Current service or connection
Bitou Office (Plettenberg Bay)	34° 3'15.69"S 23°22'6.16"E	At least 10Mbps 1:1 fibre link between Bitou offices and Garden Route DM head office in George (primary connection), offices connect with 5Ghz wireless equipment to fibre (2 hops) and a 8 Mbps 1:1 failover wireless link (secondary) Fibre (Primary) 5.4–5.8 GHz (Failover)
Knysna Office	34° 2'12.61"S 23° 3'2.38"E	At least 10Mbps 1:1 fibre link between Knysna offices and Garden Route DM head office in George (primary connection), offices connect with 5Ghz wireless equipment to fibre (2 hops) and a 8 Mbps 1:1 failover wireless link (secondary) Fibre (Primary) 5.4–5.8 GHz (Failover)
Mosselbay Office	34°10'45.29"S 22° 5'51.42"E	At least 20Mbps 1:1 direct fibre link between Mosselbay offices and Garden Route DM head office in George (primary connection), and a 8 Mbps 1:1 failover wireless link (secondary) Fibre (Primary) 5.4–5.8 GHz (Failover)
Riversdale Office	34° 5'30.57"S 21°15'30.55"E	5.4–5.8 GHz 4 Mbps Wireless VPN to Garden Route DM offices in George.
Riversdale Stores	34° 5'48.95"S 21°14'50.78"E	5.4–5.8 GHz 4 Mbps Wireless VPN to Garden Route DM offices in George.
Calitzdorp SPA (Resort)	33°39'41.54"S 21°46'29.33"E	5.4–5.8 GHz 4 Mbps Wireless VPN to Garden Route DM offices in George.
Calitzdorp Roads Depot	33°31'51.31"S 21°41'26.84"E	5.4–5.8 GHz 4 Mbps Wireless VPN to Garden Route DM offices in George.
Riversdale Fire Station.	34° 5'33.68"S 21°14'54.97"E	5.4–5.8 GHz 4 Mbps Wireless VPN to Garden Route DM offices in George.
Ladismith Fire and Roads	33°29'43.85"S 21°16'20.80"E	5.4–5.8 GHz 4 Mbps Wireless VPN to Garden Route DM offices in George.
Herold Roads Depot	33°49'12.81"S 22°26'48.43"E	5.4–5.8 GHz 4 Mbps Wireless VPN to Garden Route DM offices in George.

Knysna Roads Depot	34° 2'58.04"S 23° 4'13.48"E	5.4–5.8 GHz 4 Mbps Wireless VPN to Garden Route DM offices in George.
Swartvlei Camping site	34° 1'25.53"S 22°46'25.02"E	5.4–5.8 GHz 4 Mbps Wireless VPN to Garden Route DM offices in George.
Victoria Bay Camping site	34° 0'15.82"S 22°32'52.70"E	5.4–5.8 GHz 4 Mbps Wireless VPN to Garden Route DM offices in George.
Albertinia Roads Depot	34°12'2.23"S 21°35'23.29"E	5.4–5.8 GHz 4 Mbps Wireless VPN to Garden Route DM offices in George.
Herbertsdale Roads Depot	34° 1'5.75"S 21°45'45.26"E	5.4–5.8 GHz 4 Mbps Wireless VPN to Garden Route DM offices in George.
Van Wyksdorp Roads Depot	33°44'37.37"S 21°27'25.01"E	5.4–5.8 GHz 4 Mbps Wireless VPN to Garden Route DM offices in George.
Heidelberg Roads Depot	34° 5'13.81"S 20°57'0.97"E	5.4–5.8 GHz 4 Mbps Wireless VPN to Garden Route DM offices in George.
Uniondale Roads Depot	33°38'56.43"S 23° 8'10.24"E	5.4–5.8 GHz 4 Mbps Wireless VPN to Garden Route DM offices in George.
De Hoek Mountain Resort	33°22'15.56"S, 33°22'15.56"S	5.4–5.8 GHz 4 Mbps Wireless VPN to Garden Route DM offices in George.

Personnel Homes:

Address	Coordinates Approximate location only	Current service or connection
Home 1	Denneoord, George	5.4–5.8 GHz 4 Mbps Wireless VPN to Garden Route DM offices in George.
Home 2	Blanco, George	5.4–5.8 GHz 4 Mbps Wireless VPN to Garden Route DM offices in George.
Home 3	Wilderness	5.4–5.8 GHz 4 Mbps Wireless VPN to Garden Route DM offices in George.
Home 4	Heatherlands, George	5.4–5.8 GHz 4 Mbps Wireless VPN to Garden Route DM offices in George.
Home 5	York Street, George	5.4–5.8 GHz 4 Mbps Wireless VPN to Garden Route DM offices in George.

Note that the municipality does reserve the right to reduce or increase the number of sites should this become necessary for strategic, tactical, operational or financial reasons.

Goals & Requirements:

- At least 100Mbps (local & international) 1:1 fibre data link for internet browsing (installed in Garden Route DM datacentre in George) with an option for a failover 20Mbps or 100 Mbps 1:1 internet link (secondary)
- At least a /29 block of Public IP addresses
- At least 10Mbps 1:1 fibre link between Oudtshoorn main and stores offices and Garden Route DM head office in George (primary connection 2 hops over wireless) and an 8Mbps 1:1 failover wireless link (secondary)
- At least 10Mbps 1:1 fibre link between Plettenberg Bay office and Garden Route DM head office in George (primary connection 2 hops over wireless) and a 4Mbps 1:1 failover wireless link (secondary)
- At least 10Mbps 1:1 fibre link between Mossel Bay office and Garden Route DM head office in George (primary connection direct) and a 4Mbps 1:1 failover wireless link (secondary)
- At least 10Mbps 1:1 fibre link between Knysna office and Garden Route DM head office in George (primary connection 2 hops over wireless) and a 4Mbps 1:1 failover wireless link (secondary)
- At least 8Mbps 1:1 data link for each personnel home offices to the Main Building
- At least 4Mbps 1:1 data link for each remote offices to the Main Building
- 50ms latency and less (VERY IMPORTANT)
- 2 hour turnaround time for support
- Sufficient redundancy to allow minimum downtime
- Support for full VOIP functionality between all sites
- Support for Video Conferencing functionality between main sites and the ability to upgrade to video conferencing to remote sites
- The proposed solution also needs to demonstrate flexibility so as to accommodate new services over time.

Note: Prospective bidders are also encouraged to submit alternative proposals (if any) which they feel will better suit the situation at Garden Route District Municipality along with the proposal which is in line with the above specifications.

The final proposal should attempt to keep the initial cost to a minimum and should endeavour to limit the cost of implementation to a monthly fee.

All equipment, configuration, and maintenance costs must be included in the tender response.

NB: Proposed escalation to be included over a three-year contract term as total cost over the entire contract period will be evaluated.

This RFP should therefore be of interest to telecommunications companies with:

- The ability to design and roll-out a new network; and/or
- The ability to provide telecommunications services on their networks.

Experience in managing the provision of services using such networks on a commercial basis will be an advantage.

This RFP is technology and vendor-neutral, and allows for either a fixed price to be quoted or for alternate business models for the relationship between the municipality and the vendor to be proposed.

Technical Evaluation of Responses to this RFP (refer page 27, 8.1.3)

The factors that are considered important by the municipality include, but are not limited to, the following. (Note: no particular order of importance, weighting, or other priority is assigned to these factors or reflected by their order in the list.)

- Project understanding and soundness of the proposed solution, including the detail and accuracy of the proposed solution.
- The respondent's technical qualifications to perform the work required by the RFP, as presented in its response and determined by any other investigations conducted or information obtained by the municipality.
- References provided by the respondent, particularly from projects of similar complexity and scope.
- Ability to complete the project within the time frame specified.
- The cost proposal, including long-term costs of connectivity, recurring maintenance and support costs, and other fees.
- Compliance with RFP requirements, the ability of the specific solution (design(s), equipment, software and services) proposed to satisfy the RFP's functional, performance, and other requirements for the solution.
- The ability to add to the skills base of the region through skills training and technology transfer.
- Presentation of evidence of the ability to comply with all of the usual business probity conditions associated with being a vendor to a government entity.
- Any other factors in terms of internal Supply Chain Policy the municipality considers relevant to the evaluation of the proposal

Requirements and Response Section

Respondents to this RFP must follow the exact format presented in this section.

Respondents are required to define their solution in appropriate detail and to describe the ways in which it meets the requirements defined in the RFP. Respondents are also required to define and elaborate on any other features, functions and/or capabilities included in their proposals, but not stated as requirements in the RFP.

GENERAL INFORMATION

Contact Information

Provide the name, title, address, telephone and FAX numbers for the primary contact for this tender

Name

Title

Address

Telephone

Fax

E-Mail

Consortium/Sub-contractors

State all the members of your bidding consortium and indicate the primary and secondary contractors and their roles in the implementation e.g.

Vendor	Status	Role
AAA	Primary	Legally responsible for project
BBB	Software Partner	Active partnership or consultancy
CCC	Hardware Partner	Hardware Supplier
DDD	Secondary Contractor	Document defines agreement
EEE	Secondary Contractor	Document defines agreement

Note: accreditation and partnership agreements must be attached.

Please complete the following:

Vendor	Status	Role
	Primary	

Any change in Consortium/Sub-contractors over the contracted period must be communicated and agreed upon by the successful tenderer and the Garden Route District Municipality.

All details of sub-contractors must be disclosed and signed agreements must be presented to this extend.

Contract Award

While it is the preferred option of the municipality to award this contract to a single bidder, it is a mandatory condition that bidders accept and acknowledge that the municipality reserves to right to:

- Not award this tender in its entirety;
- Award this tender in part;
- Award the tender to multiple service providers;
- Award parts of the tender to different service providers.

Please indicate below that you understand and accept this condition.

Understand and Accept	Do not accept

Solution proposed

Executive Summary

Outline the broad approach and technical solution(s) that you propose will meet these project's goals. Respond in the text box below.

Please expand this column if required.

Detailed Design

Respondents are required to specify in detail how the network will be designed and how proposed connectivity to each location will be achieved.

Respond in the text box below. Use tables and diagrams if necessary.

Please expand this column if required.

Network medium and speeds (per link)

In a table specify, per building to be connected, what medium (Fibre, copper, licensed wireless (specify the frequency and license holder), unlicensed wireless (specify frequency)), Per link, please discuss what medium will be used and what bandwidth speeds will be provisioned.

[illegible]

Interference

Should unlicensed/license-free spectrum solutions be used as part of the solution, please indicate how your solution will deal with interference and how you will ensure that the end-user experience is not impacted.

Please expand this column if required.

Future-proofing and evolution as technology evolves

Broadband technology, and especially wireless broadband technology, is evolving at a rapid pace. Please discuss to what extent the network that you are proposing takes into account this rapid change of technology and how the municipality can ensure that the network is not obsolete before the end of the contract period.

Note: include only what you have proposed and costed in this discussion. If there are suggestions that you have of things that can be done to future proof, but is not included in your proposal, then include it in the discussion below.

Please expand this column if required.

Are there any specific recommendations that you have, that are not included in your proposal that would ensure greater longevity / future-proofing of the solution that you have proposed?

Please expand this column if required.

Telecommunications Provisioning and Services

Respondents must provide a description and cost for all key equipment, provisioning, activation and maintenance services for any wired or wireless leased line telecommunications services from third parties, needed to support their proposed solution throughout the proposed contract term. This should include, but not be limited to, the following:

- Any leased telecommunications service required to route network traffic from access points back to any designated 'egress point', referring to any location in the network where network traffic is aggregated.
- Any leased telecommunications service required to route network traffic from proposed egress point(s) back to any designated Internet PoP.
- An explanation of how capacity estimates for all aggregation points in the solution was derived. This description can use either or both of the following methods:
- Concurrent subscriber bandwidth usage for each category of service, expressed in kilobits per second (Kbps) per subscriber; and/or
- Oversubscription rates (contention ratios) for each category of service, expressed as a ratio of subscriber bandwidth sold to net aggregation-point bandwidth available.

Respond in the text box below.

Please expand this column if required.

Procurement and Installation Services

Respondents should describe how the installation and configuration services required for the successful deployment of the network solution would be provided. This should include, but not be limited to, the following:

- The installation and configuration of all network components, access points, routers, bridges and other network equipment.
- Coordination with the municipality and any other parties required for access to any structural assets, facilities or permits required for the installation of the network.
- The ramp-up and activation of all services defined as requirements in this RFP, to include but not be limited to customer service, technical support, hosting, OSS, network management solutions, processes and personnel.
- The configuration and integration of all components in the network to meet the requirements defined in this RFP.
- Adherence to any ICASA rules or guidelines for the procurement, configuration and installation of any equipment.

Respond in the text box below.

Please expand this column if required.

Include a project plan and discuss how you will meet the timeframes required by the municipality i.e. that services must be available from 1 December 2014. If you believe that these timeframes are unrealistic, please explain why and propose your suggested timeframes.

Please expand this column if required.

Scalability

Does your solution have the ability to scale as requirements grow? Please discuss in more detail below including issues like timeframes, cost, etc.

Please expand this column if required.

Latency

Please indicate the latency (local and international) for your solution.

Please expand this column if required.

Uptime

Although the bulk network traffic is expected to be used primarily during 06h00 to 18h00, 5 days a week there are mission-critical sites like fire stations and a Disaster Management Call center. During these periods a minimum guaranteed uptime of 99% is required. Respondents are expected to state the mean time between failures ('MTBF') for any proposed network equipment or other components of the solution and elaborate on the processes used to guarantee these service levels.

Please indicate the extent that your proposed solution complies with this minimum requirement by completing the following text box.

Comply	Not Comply
<p>Please substantiate your response here as necessary.</p>	

Quality of Service

The network solution should support the prioritization of network traffic for specific applications, users, devices, domains, etc. Should the proposed solution support more advanced mechanisms for guaranteed Quality of Service ('QoS'), respondents are encouraged to state this in their response and elaborate on these mechanisms.

Please expand this column if required.

Please indicate the extent that your proposed solution complies with this minimum requirement by completing the following text box.

Comply	Not Comply
<p>Please substantiate your response here as necessary.</p> <p><i>Please expand this column if required.</i></p>	

Fault Tolerance

The network design should incorporate fault tolerance mechanisms to mitigate and/or eliminate single points of failure. Respondents are encouraged to elaborate on the mechanisms proposed with their solution and the ways in which these mitigate and/or eliminate single points of failure.

Please indicate the extent that your proposed solution complies with this minimum requirement by completing the following text box.

Comply	Not Comply
Please substantiate your response here as necessary.	

Network Monitoring and Management Services

Respondents should explain how the proposed network would be monitored and managed. At a minimum, please define and elaborate on how the proposed network solution addresses the five ISO network management functions summarized below.

- **Performance Management** – Measures and makes available various aspects of network performance so that inter-network performance can be maintained at an acceptable level. Examples of performance variables that might be provided include, but are not limited to network throughput, user response times, and component utilization.
- **Configuration Management** – Monitor network and solution configuration information so that the effect of configuration changes (intentional or non-intentional) can be tracked and managed.
- **Accounting Management** – Measure network-utilization parameters so that individual or group users on the network can be regulated appropriately. Such regulation should minimize network problems and maximize the fairness of network access across all domains and users.
- **Fault Management** – Detect, log, notify support organizations and users (where appropriate) of, and (to the extent possible) automatically fix network problems to keep the network running effectively. This should include proactive determination of symptoms, isolation of problems and rapid resolution.
- **Security Management** – Control access to network and solution resources according to defined policies so that the network cannot be sabotaged (intentionally or unintentionally) and those without appropriate authorization cannot access sensitive information.

Please note that the successful vendor will be expected to provide statistical /traffic reports or equivalent graphs/logs (daily, weekly, monthly and yearly statistics) for each of the points of connection to the network.

Provide sample responses. Also, discuss if and how your solution complies with industry standards.

All relevant information will need to be securely retained for a period specified by the municipality for audit and analysis purposes.

Respond in the text box below.

Please expand this column if required.

Customer Service and Technical Support Services

Respondents should explain their approach to the provision of customer service and technical support via a call center or other mechanism.

This should be capable of handling:

- Billing, invoice, and/or settlement charges between the municipality and the service provider, if used (customer service issues).
- Technical problems reported by users (technical support issues).

Other aspects of the customer service mechanism that the vendor will be expected to provide are:

- The ability to also report an issue and obtain a resolution via e-mail, web-based interface and instant messaging (IM).
- Availability of a dedicated technical expert, with knowledge of and capability to resolve all technical aspects of the network, should be available on a telephone or cellphone basis, 24x7x365.
- Proactive notification network problems, outages and other issues affecting the solution via e-mail and web interface are expected.
- The development, maintenance and hosting of a library containing electronically available frequently asked questions ('FAQs') to aid in self-support will be an advantage.
- A secure, managed database of all call tracking detail, resolutions, etc. This should be fault-tolerant and backed up on a regular schedule, and should allow secure login from private residences by municipality officials.
- The creation and delivery of pre-defined and event-related ad-hoc reports on access issues wait times, abandoned calls, resolution times and other standard customer service and technical support metrics.

Respond in the text box below.

Please expand this column if required.

Local support vs remote support.

The facilities requiring connectivity are widely distributed across the municipality. Please elaborate on how you are going to support this distributed environment while ensuring that SLAs are adhered to.

Elaborate on the extent of local vs. remote support

Please expand this column if required.

Additional aspects of support

In addition to the requirements stated above, respondents are encouraged to elaborate in their proposals on the following issues:

- Estimates for Service Level Agreements (SLAs): call response times, issue resolution times, and similar obligations that can be committed to by the respondent.
- Any additional features and functions are supported by their customer service offering.
- Any preliminary call and support process flows including escalation.
- Any additional features for knowledge management and/or other technologies that will result in improved customer service and technical support.

Respond in the text box below.

Please expand this column if required.

Presentation

The municipality will perform an evaluation of the written response to this RFP (response evaluation). Following the response evaluation, all bidders meeting the minimum threshold may be invited to make a presentation of their proposal to the selection committee and other officials, at sites designated by the municipality, at no cost to the municipality, addressing its ability to satisfy the requirements of this RFP. These presentations will be separately scored and a final composite score of the response evaluation and the presentation evaluation will form the final technical evaluation.

Reference Site Inspections

The municipality may, at its sole discretion, request an inspection of the respondent's work at one or more sites where the respondent's and/or a proposed subcontractor's products are installed or services have been provided. Note, reference site visits will only be relevant at the end of the evaluation process as part of a due diligence exercise.

Please provide a list of reference sites in the following text box. Convert to a table if necessary.

Please expand this column if required.

Credible Solution Provider

Company Background

Year and country of incorporation.

Provide appropriate general business background information to substantiate your credibility as a competent network solution provider. Respond in the textbox below.

Please expand this column if required.

Key Subcontractors

Please give the name of any key subcontractors that you're envisaging using to implement your recommended solution and their role in the implementation

Partner	Role

Current Customers:

Provide a general description of your client base. Highlight any clients to whom you have provided similar implementations of the proposed solution. Please indicate:

- Scale: Number of customers and customer user base
- Location: Geographic distribution of customers: local (Western Cape), national (South Africa) & international.
- Potential, if any, for any conflict of interest arising between an existing customer and the municipality.

Respond in the text box below.

Please expand this column if required.

Experience:

List your experience with organisations with a similar profile to the municipality i.e. Provincial government, local government, utilities, or other public sector.

Respond in the text box below.

Please expand this column if required.

Staff Experience:

Please list the key staff that you will allocate to this project and their experience relevant to this assignment.

Respond in the text box below.

Please expand this column if required.

Geographic Coverage:

Provide a description of your presence (e.g. Head office, distributor, agent, resource base) internationally, in South Africa, and in the Western Cape specifically.)Respond in the text box below.

Please expand this column if required.

Client References:

Provide at least three references of previous customers where your company has implemented a similar solution to that which you are proposing for the municipality. Ideally these should be organisations of similar scale and complexity as the municipality. Preferential scoring recognition will be given to South African implementations.

Please include:

- A short description of the solution implemented including products used, number of users and the exact role that your organization played (be specific).
- The length of time taken to implement the solution in calendar months.
- Name any critical subcontractors or alliance partners that worked with you on these projects.

Respond in the text box below, and/or insert supporting documentation in the hard copy of your response after this page.

Please expand this column if required.

Other Relevant Experience:

List any other relevant experience in associated or related industry sectors. Respond in the text box below.

Please expand this column if required.

Financial Stability

Annual audited income statement and balance sheet (one page each) for the last three (3) years.

If less than three (3) years, state duration of business and attach available statements

List of organizational mergers or takeovers in the last three years

Please expand this column if required.

Current cautionary notes (in the case of public companies)

Please expand this column if required.

Discuss your organizations financial capability to be able to deliver on your proposal.

Please expand this column if required.

Pricing Proposal

General Pricing Instructions

- All prices must be quoted in South African Rands. If any exchange rate assumptions are applied, state the currency and exchange rate used. Example: EXCHANGE RATE APPLIES: US\$1 = R16.00
- All costs quoted must include supply, delivery, installation, commissioning, training costs, VAT, travel, subsistence and accommodation if applicable.

Pricing Options

Respondents are invited to indicate pricing on a fixed price basis (refer to page 9, “proposed escalation”).

Fixed price proposals for the network solution should specify a clear indicated total cost over the three year period that includes all costs that will be incurred by the municipality payable to the vendor for the design, implementation and management of the network, including, but not limited to, costs for the requirements of this RFP as well as all other work proposed. If a respondent offers options and/or alternates that are not included in the fixed price for the proposed solution, the respondent must provide for each such option/alternate the following information:

- A detailed description of the option/alternate (including, but not limited to, all features and functionality that will be unavailable in the base network solution if the option/alternate is not purchased);
- A full explanation of the rationale for not incorporating such functionality in the base network solution; and
- Detailed cost information for each option/alternate, in accordance with the cost proposal requirements of the RFP.

Monthly and yearly cost

Respondents should indicate the breakdown of the installation and monthly cost for each point of connection to the network and the total monthly cost across the network. Where multiple access technologies are used, each of these must be fully detailed in costing. Respondents must also indicate any and all other costs relating to this RFP.

[illegible]

Use this text box to give other price information. Include tables if necessary.

Please expand this column if required.

Please list the anticipated 3-year total cost of ownership (TCO) for the municipality.

Clearly, state assumptions used in your calculation.

Please expand this column if required.

Should the number of facilities connected increase, please discuss the cost implications (including Capex & Opex considerations, once-off setup costs, on-going recurring costs, etc.)

Please expand this column if required.

Should the number of facilities connected decrease, please discuss the cost implications (including capital and operational expenditure considerations, once-off setup costs, on-going recurring costs, etc.)

Please expand this column if required.

Bid evaluation

Bid evaluation criteria

Evaluation is in three evaluation phases and will be based on a point system.

Evaluation Process

On receipt of applications within the given timeframe, as set out in the advertisement of the RFP, the following three (3) phased evaluation process will be utilised:

1. Technical Evaluation of proposals will be considered by the Head of Information and Communications Technology of Garden Route District Municipality with a technical team.
2. The second round of evaluations may be done in the form of formal presentations by the invited service providers to seek clarity on issues.
3. The third phase of evaluations will be considered in accordance with the current SCM (Supply Chain Management) policy that has met the minimum requirements as stated above

Technical Proposal

In Phase 1, the written response as per the RFP submission will be evaluated as per the criteria below.

Criteria will be evaluated as follow:

Criteria	Scoring criteria
Experience and clear credentials of the service provider in supplying Projects of this scale and complexity.	Years 1 - 3 (1) 3 - 6 (2) > 7 (5)
Qualified staff based in the Garden Route District regional area concerned for support & maintenance, provide names and contact numbers. CVs for staff.	No of Staff 1 - 3 (5) 3 - 6 (10) > 7 (15)
Number of Local Government Accounts – Attach a list of institutions.	No of Accounts 1 - 5 (1), 5 - 7 (2), > 7 (5)

Compliance with RFP requirements, including, but not limited to, the ability of the specific solution (design(s), equipment, software and services) proposed to satisfy the RFP's functional, performance, and other requirements for the solution.	Yes (75), No (0)
Total	100

All bidders who make the 80% minimum compliance threshold may be invited to make a presentation on their proposal and other aspects of clarity.

CERTIFICATE OF MUNICIPAL SERVICES

Information required in terms of the Garden Route District Municipality's Supply Chain Management Policy, Clause 28 (i) (c) (ii).

Tender Number:	
Name of Bidder:	

DETAILS OF THE BIDDER/S: Proprietor /Director(s) / Partners, etc:	
Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all names, please attach the additional details to the tender document.			
Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

I, _____, the undersigned, (full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

Signature

thus done and signed for and on behalf of the Bidder / Contractor

at _____ on the _____ day of _____ 2021

Please note:

Even if the requested information is not applicable to the Bidder, the table above should be endorsed

NOT APPLICABLE and THIS DECLARATION MUST STILL BE SIGNED

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

NAME OF BIDDER		TENDER NO	GRDM/10/20-21
CLOSING DATE	15 FEBRUARY 2021	CLOSING TIME	11:00

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

Item No.	Quantity	Description	Bid Price in RSA Currency **(ALL APPLICABLE TAXES INCLUDED)	
			Unit tariff	Total Cost

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

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

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

*Delete if not applicable

**FORM OF OFFER AND ACCEPTANCE
COMPULSORY TO COMPLETE**

**TENDER NO: GRDM/10/20-21: DESIGN, PROVISION AND MANAGEMENT OF A WIDE AREA NETWORK FOR GARDEN
ROUTE DISTRICT MUNICIPALITY**

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**TENDER NO: GRDM/10/20-21: DESIGN, PROVISION AND MANAGEMENT OF A WIDE AREA NETWORK FOR GARDEN
ROUTE DISTRICT MUNICIPALITY**

The Tender Supplier, identified in the acceptance signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender. By the representative of the Tender Supplier, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tender Supplier 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 tender identified in the tender data. **AS PER PRICING SCHEDULE** 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 tender supplier before the end of the period of validity stated in the tender data, whereupon the tender supplier becomes the party named as the contractor in the contract identified in the tender data.

Signature(s)

Name(s)

Capacity

Company Name

Address

.....

.....

ACCEPTANCE

By signing this part of the form of offer and acceptance, the employer identified below accepts the Tender supplier's offer. In consideration thereof, the employer shall pay the tender supplier the amount due in accordance with the conditions of quote identified in the tender data. Acceptance of the tender supplier's offer shall form an agreement between the employer and the tender supplier upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tender supplier receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tender supplier within five working 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
Employer

.....
(Name and address of organization)

Date:

DECLARATION OF INTEREST

1.	No bid will be accepted from persons in the service of the state.	
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.	
3	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.	
3.1	Full Name of bidder or his / her representative:	
3.2	Identity number:	
3.3	Position occupied in the Company (director, trustee, shareholder ²):	
3.4	Company Registration Number:	
3.5	Tax Reference Number:	
3.6	VAT Registration Number:	
3.7	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.	
3.8	Are you presently in the service of the state?*	Yes / No
3.81	If yes, furnish the following particulars: Name of person / director / trustee / shareholder member: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:	
3.9	Have you been in the service of the state for the past twelve months? If so, furnish particulars.	Yes / No
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? If yes, furnish the following particulars:	
3.10.1	Name of person: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:	

3.11	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, furnish the following particulars:	Yes / No
3.11.1	<p>If yes, furnish the following particulars: Name of person / director / trustee / shareholder / member:</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p>	
3.12	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	Yes / No
3.12.1	<p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p>	
3.13	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?	Yes / No
3.13.1	<p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p>	
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	<p>If yes, furnish particulars:.....</p> <p>.....</p>	

4. Full details of directors / trustees / members / shareholders			
THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE			
Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number / Persal Number
The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.			

.....
Signature

.....
Date

.....
Capacity

.....
Name of the bidder

¹ MSCM Regulations: "in the service of the state" means to be -

(a) a member of –

- (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the National Assembly or the National Council of Provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official or 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 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 exercise control over the company.

PREFERENCE POINTS CLAIM FORM

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated **not to 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:

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

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

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

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:

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

Where

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

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

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5. 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.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

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:.....

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-BBE 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 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 BIDDERS(S)

DATE:
ADDRESS
.....
.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS: ELECTRICAL AND TELECOM CABLE 90%

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annexure C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annexure C) and E (Local Content Declaration: Supporting Schedule to Annexure C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - \frac{x}{y} \times 100]$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

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

The SABS approved technical specification number SATS 1286:2011 is accessible on Error! Hyperlink reference not valid.[http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if –
 - (a) this Declaration Certificate and the Annexure C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
 - (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“Sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods

Stipulated minimum threshold

- **ELECTRICAL AND TELECOM CABLE**

90%

4. Does any portion of the services, works or goods offered have any imported content?
(**Tick applicable box**)

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

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annexure C, D and E) audited and certified as correct?
(**Tick applicable box**)

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

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEXURE B OF SATS 1286:2011)

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

IN RESPECT OF TENDER NO: GRDM/10/20-21: DESIGN, PROVISION AND MANAGEMENT OF A WIDE AREA NETWORK FOR GARDEN ROUTE DISTRICT MUNICIPALITY

ISSUED BY: GARDEN ROUTE DISTRICT MUNICIPALITY

NB

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

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names), do hereby declare, in my capacity as

of (name of bidder entity), the following:

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

(b) I have satisfied myself that

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2017	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2017	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:
 - The enterprise is _____ % black owned:
 - The enterprise is _____ % black woman owned:
 - Based on the management accounts and other information available on the _____ financial year, the income did not exceed R10, 000,000.00 (ten million rands);
 - Please confirm on the table below the B-BBEE Level contributor, **by ticking the applicable box.**

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

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

Deponent Signature: _____

Date: _____

 Commissioner of Oaths
 Signature & Stamp

CONTRACT FORM – PURCHASE OF GOODS / SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL SERVICE PROVIDER (PART 1) AND THE DISTRICT MUNICIPALITY (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL SERVICE PROVIDER AND THE DISTRICT MUNICIPALITY WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

I the undersigned (Full names) duly authorized thereto hereby undertaketo supply all or any of the goods and/or services described in the attached bidding documents to **Garden Route District Municipality** (the District Municipality) in accordance with the requirements and specifications stipulated in bid number **TENDER NO: GRDM/21/20-21: DESIGN, PROVISION AND MANAGEMENT OF A WIDE AREA NETWORK FOR GARDEN ROUTE DISTRICT MUNICIPALITY** at the price/s quoted. The offer/s remains binding upon me/ the Company/ Close Corporation and open for acceptance by the **District Municipality** during the validity period indicated and calculated from the closing time of bid.

1. The following documents shall be deemed to form and be read and construed as part of this agreement:

- (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

I confirm hereby that I have examined and read the above documents and declare that I am/ the Company/ Close Corporation is bound by the conditions contained in it.

- 2. I confirm that I have satisfied myself as to the correctness and validity of the bid; that the price(s) and rate(s) quoted cover all the goods and/or services specified in the bidding documents; that the price(s) and rate(s) cover all my/the Company's/Close Corporation's obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own or the Company's/Close Corporation's risk.
- 3. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/the Company/Close Corporation under this agreement as the principal liable for the due fulfilment of this contract.
- 4. I declare that I/the Company/Close Corporation have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 5. I confirm that I am duly authorised to sign this contract.

NAME OF PERSON/ COMPANY/ CLOSE CORPORATION TO WHOM THE TENDER/BID WAS AWARDED (PRINT)

(i) (Sole Supplier) (Full names..... (Identity Nr)

(ii) (Registered name of Company/ Close Corporation).....

(Registration Nr.).....) and herein represented by, in

his/ her capacity asduly authorised thereto **according to a Directors/**

Members resolution of which a copy is attached)

SIGNED AT ON THIS DAY OF 2021

SIGNATURE.....

CAPACITY.....

WITNESSES

1.....

2.....

DATE:

CONTRACT FORM – PURCHASE OF GOODS / WORKS
--

PART 2 (TO BE FILLED IN BY THE DISTRICT MUNICIPALITY)

I **MONDE GIVEN STRATU** in my capacity as **MUNICIPAL MANAGER** accept your bid under reference number **TENDER NO: GRDM/10/20-21: DESIGN, PROVISION AND MANAGEMENT OF A WIDE AREA NETWORK FOR GARDEN ROUTE DISTRICT MUNICIPALITY** datedfor the supply of goods/services indicated hereunder and/or further specified in the annexure(s).

1. An official order indicating delivery instructions is forthcoming.
2. I undertake to make payment for the goods/services delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

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

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

SIGNED AT **ON THIS** **DAY OF** **2021**

SIGNATURE
NAME (PRINT)

.....
MONDE GIVEN STRATU
MUNICIPAL MANAGER

OFFICIAL STAMP

WITNESSES

1.....

2.....

DATE.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ 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 (MBD9) 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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: **TENDER NO: GRDM/10/20-21: DESIGN, PROVISION AND MANAGEMENT OF A WIDE AREA NETWORK FOR GARDEN ROUTE DISTRICT MUNICIPALITY** in response to the invitation for the bid made by:

GARDEN ROUTE DISTRICT MUNICIPALITY

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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 the Bidder

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

AUTHORITY OF SIGNATORY

Details of person responsible for Tender process:

Name		
Contact number	()	
Address of office submitting the Tender		
Telephone no	()	
Fax no	()	
E-mail address		

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

"By resolution of the board of directors passed on *(date)*.....

Mr./Ms.....has been duly authorized to sign all documents in connection with
TENDER NO: GRDM/10/20-21: DESIGN, PROVISION AND MANAGEMENT OF A WIDE AREA NETWORK FOR GARDEN ROUTE DISTRICT MUNICIPALITY and any Contract which may arise there from on behalf of

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS / HER CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES 1.

2.

TABLE OF CLAUSES

1.	Definitions
2.	Application
3.	General
4.	Standards
5.	Use of contract documents and information; inspection
6.	Patent rights
7.	Performance security
8.	Inspections, tests and analysis
9.	Packing
10.	Delivery and documents
11.	Insurance
12.	Transportation
13.	Incidental services
14.	Spare parts
15.	Warranty
16.	Payment
17.	Prices
18.	Increase / Decrease of quantities
19.	Contract amendments
20.	Assignment
21.	Subcontracts
22.	Delays in the provider's performance
23.	Penalties
24.	Termination for default
25.	Anti-Dumping and countervailing duties
26.	Force Majeure
27.	Termination for insolvency
28.	Settlement of disputes
29.	Limitation of liability
30.	Governing language
31.	Applicable law
32.	Notices
33.	Taxes and duties
34.	Transfer of contracts
35.	Amendment of contracts

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the provider under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the provider and not involving the provider's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14 "GCC" means the General Conditions of Contract.
 - 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
 - 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
 - 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
 - 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
 - 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

General Conditions of Contract	
	<p>1.20 "Project site," where applicable, means the place indicated in bidding documents.</p> <p>1.21 "Purchaser" means the organization purchasing the goods.</p> <p>1.22 "Republic" means the Republic of South Africa.</p> <p>1.23 "SCC" means the Special Conditions of Contract.</p> <p>1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.</p> <p>1.25 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.</p>
2. Application	<p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
3. General	<p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 Invitations to bid are usually published in locally distributed news media and in the institution's website.</p>
4. Standards	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
5. Use of contract documents and information; inspection.	<p>5.1 The provider shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.</p> <p>5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
6. Patent rights	<p>6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p> <p>6.2 When a provider developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.</p>
7. Performance security	<p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligations under the contract.</p> <p>7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <ul style="list-style-type: none"> (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque. <p>7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.</p>
8. Inspections, tests and analyses	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any</p>

General Conditions of Contract	
	<p>stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.</p> <p>8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.</p> <p>8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.</p> <p>8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
9. Packing	<p>9.1 The provider shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.</p>
10. Delivery and documents	10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the provider in accordance with the terms specified in the contract.
11. Insurance	11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
12. Transportation	12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.
13. Incidental services	<p>13.1 The provider may be required to provide any or all of the following services, including additional services, if any:</p> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. <p>13.2 Prices charged by the provider for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.</p>
14. Spare parts	14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:

General Conditions of Contract	
	<p>(a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract; and</p> <p>(b) in the event of termination of production of the spare parts:</p> <p>(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
15. Warranty	<p>15.1 The provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.</p> <p>15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.</p>
16. Payment	<p>16.1 The method and conditions of payment to be made to the provider under this contract shall be specified.</p> <p>16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated.</p>
17. Prices	<p>17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.</p>
18. Increase / decrease of quantities	<p>18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.</p>
19. Contract amendments	<p>19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
20. Assignment	<p>20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>
21. Subcontracts	<p>21.1 The provider shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.</p>
22. Delays in the provider's performance	<p>22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.</p> <p>22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its</p>

General Conditions of Contract	
	<p>delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.</p> <p>22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the provider.</p>
23. Penalties	<p>23.1 Subject to GCC Clause 25, if the provider fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p>
24. Termination for default	<p>24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:</p> <p>(a) if the provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 22.2;</p> <p>(b) if the provider fails to perform any other obligation(s) under the contract; or</p> <p>(c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>24.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.</p> <p>24.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>24.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.</p> <p>24.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.</p> <p>24.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>(i) the name and address of the supplier and / or person restricted by the purchaser;</p> <p>(ii) the date of commencement of the restriction;</p> <p>(iii) the period of restriction; and</p> <p>(iv) the reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>24.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>
25. Anti-dumping and countervailing duties and rights	<p>25.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or</p>

General Conditions of Contract	
	any other contract or any other amount which may be due to him.
26. Force Majeure	<p>26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>
27. Termination for insolvency	<p>27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>
28. Settlement of Disputes	<p>28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>28.4 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the provider any monies due the provider for goods delivered and / or services rendered according to the prescripts of the contract.</p>
29. Limitation of liability	<p>29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; (a) the provider shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the provider to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the provider to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
30. Governing language	<p>30.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.</p>
31. Applicable law	<p>31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.</p>
32. Notices	<p>32.1 Every written acceptance of a bid shall be posted to the provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.</p> <p>32.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
33. Taxes and duties	<p>33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.</p>
34. Transfer of contracts	<p>34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.</p>
35. Amendment of contracts	<p>35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.</p>

BID REQUIREMENTS OF GARDEN ROUTE DISTRICT MUNICIPALITY

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

CENTRAL SUPPLIER DATABASE (CSD) NO:

NAME OF BIDDER:

POSTAL ADDRESS:

STREET ADDRESS:

TELEPHONE: AREA CODE:

NUMBER

FACSIMILE: AREA CODE:

NUMBER

E-MAIL ADDRESS (IF AVAILABLE):

NAME OF CONTACT PERSON:

CELL PHONE NUMBER OF CONTACT PERSON:

Has a tax clearance certificate been submitted

Yes / No

Income Tax Number

Name of taxpayer

Identity number of taxpayer (if applicable)

Employer's PAYE registration number (if applicable)

Company or CC Registration No

Are you the accredited representative in South Africa for the goods / services offered by you?

YES NO / NOT APPLICABLE

AUTHORISED SIGNATURE:

NAME:

CAPACITY:

DATE:

PAST EXPERIENCE

Tenderers must furnish hereunder details of similar services, which they have satisfactorily completed in the past.

EMPLOYER	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NUMBER

DATE

SIGNATURE OF TENDERER

REQUIRED DOCUMENTATION

A PUBLIC COMPANY or SECTION 21 COMPANY

A certified copy of the company's Certificate of Incorporation (CM3).

If any changes had occurred in the board of Shareholders or Directors of the company since registration, a certified copy of the amended Certificate of Incorporation regarding the changes that were registered in the office of the Registrar of Companies must be obtained.

In the case of a Company, a resolution from the directors that the person who is appointed to sign the tender and SLA document is authorized to act on behalf of the Company. The full names, identity number and his/ her capacity must be included in the resolution.

A CLOSE CORPORATION

A certified copy of the Close Corporation's registration document. (CK1 & CK2).

If any changes had occurred in the Membership of the Close Corporation since registration, a certified copy of the amended Registration Certificate regarding the changes in membership that were registered in the office of the Registrar of Companies must be obtained. In the case of a Close Corporation, a resolution from the members that the person who is appointed to sign the tender and SLA document is authorized to act on behalf of the Close Corporation. The full names, identity number and his/ her capacity must be included in the resolution.

A TRUST

A certified copy of the Trust deed (document) as well as a letter of authority in the case of business trust.

A PARTNERSHIP

A certified copy of the Partnership Agreement.

A SOLE PROPRIETOR

A certified copy of the Owner's ID document.

In all cases, a valid Tax Clearance certificate is required.

Where necessary certified copies of other relevant registration certificates pertaining to the business as required by legislation.

The above documentation did not include necessarily all the documentation that may be needed by the Supply Chain department which must also be requested

