

# EMALAHLENI LOCAL MUNICIPALITY



**PROJECT NO: ELM 04/2025**

**APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY,  
INSTALLATION, SUPPORT, AND MAINTENANCE OF THE LOCAL AREA  
NETWORK FOR THREE YEARS (36 MONTHS)**

## **TENDER DOCUMENT**

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**NAME OF TENDERER: .....**

|  |  |
|--|--|
| <i>Physical Address</i>                  |  |
| <i>Contact No.</i>                       |  |
| <i>E-mail Address</i>                    |  |
| <i>Contact Person</i>                    |  |
| <i>Central Supplier<br/>Database No.</i> |  |
| <i>Company Registration<br/>No.</i>      |  |

|   |  |  |
|---|--|--|
| <p><b>EMPLOYER:</b></p> <p><b>Emalahleni Local Municipality</b><br/>P.O Box 3 Witbank<br/>1035</p> <p><b>Municipal Manager</b><br/>Tel No.: +27 (13) 690 6911<br/>Fax No.: +27 (13) 690 6207<br/>E-mail:<br/><a href="mailto:maiselahs@emalahleni.gov.za">maiselahs@emalahleni.gov.za</a></p> | <p><b>QUERIES:</b></p> <p><b>Supply Chain Management</b><br/>Ms. Z. Moroku<br/>Tel No.: +27 (13) 690 6497<br/>E-mail:<br/><a href="mailto:masangonz@emalahleni.gov.za">masangonz@emalahleni.gov.za</a></p> | <p><b>QUERIES:</b></p> <p><b>Technical Services Department</b><br/>Mr. M Radingwana<br/>Tel No.: 013 690 6718<br/>E-mail: <a href="mailto:Nyundub@emalahleni.gov.za">Nyundub@emalahleni.gov.za</a></p> |
|---|--|--|

***Tender Closing Date: 25 October 2024***



# EMALAHLENI LOCAL MUNICIPALITY

APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY,  
DELIVERY, INSTALLATION, SUPPORT, AND MAINTENANCE OF  
THE LOCAL AREA NETWORK FOR THREE YEARS (36 MONTHS)

## TENDER DOCUMENT

ISSUED BY: EMALAHLENI LOCAL MUNICIPALITY  
Civic Centre, 29 Mandela Street,  
Emalahleni,  
1035

NAME OF TENDERER: .....

CSD REGISTRATION NUMBER:.....

PRICE EXCLUDING VAT.....

# EMALAHLENI LOCAL MUNICIPALITY



## APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, INSTALLATION, SUPPORT, AND MAINTENANCE OF THE LOCAL AREA NETWORK FOR THREE YEARS (36 MONTHS)

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- C3 Scope of Work

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# EMALAHLENI LOCAL MUNICIPALITY



## APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, INSTALLATION, SUPPORT, AND MAINTENANCE OF THE LOCAL AREA NETWORK FOR THREE YEARS (36 MONTHS)

### TENDERING PROCEDURES

#### THE TENDER

##### **Part T1: Tendering Procedures**

- T1.1 Tender notice and invitation to tender
- T1.2 Tender Data

# EMALAHLENI LOCAL MUNICIPALITY



**ELM 04/2025**

## **APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, INSTALLATION, SUPPORT, AND MAINTENANCE OF THE LOCAL AREA NETWORK FOR THREE YEARS (36 MONTHS)**

### **T1.1 TENDER NOTICE AND INVITATION TO TENDER**

**Emalahleni Local Municipality invites tenders from suitably qualified service providers for** appointment of a service provider for the supply, delivery, installation, support, and maintenance of the local area network for three years (36 months).

Tender Documents will be available from the [www.emalahleni.gov.za](http://www.emalahleni.gov.za) website and can be downloaded free from [www.etenders.gov.za](http://www.etenders.gov.za) . **No Compulsory briefing will be held**; however, any queries may be communicated to the Supply Chain Management unit.

Tenders are to be completed in black ink and completed in accordance with the conditions and rules contained in the tender documents. The tenders and relevant documents must be sealed in an envelope and externally endorsed with **ELM 04/2025: APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, INSTALLATION, SUPPORT, AND MAINTENANCE OF THE LOCAL AREA NETWORK FOR THREE YEARS (36 MONTHS)** and be deposited in the Tender Box, Emalahleni Local Municipality, Civic Centre, 29 Mandela Street, Emalahleni, 1035 on or before **11h00 on 25 October 2024**. The tenders will immediately be opened in public. The Tenders shall remain valid for a period of 90 days from the closing date. Telegraphic, telephonic, fax, telex e-mail or late tenders will not be accepted.

Tenders will be evaluated in terms of the Supply Chain Management Policy of Emalahleni Local Municipality. The lowest or any tender will not necessarily be accepted, and Emalahleni Local Municipality reserves the right not to consider any tender not suitably endorsed or comprehensively completed, as well as the right to accept the tender in whole or part. Suppliers and/ or Service Providers need to be registered on CSD.

**Technical and administrative queries may be directed to Nyundu B of Emalahleni Local Municipality at 013-6409 or [nyundubg@emalahleni.gov.za](mailto:nyundubg@emalahleni.gov.za)**

A preferential point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Regulations, 2022 and as defined in the Conditions of Tender in the tender document,

read in conjunction with the Supply Chain Management Policy of Emalahleni Local Municipality where **80** points will be allocated in respect of price and **20** points in respect of Specific goals.

**The specific goals allocated points in terms of this tender:**

A total of 15 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -

- for 100% black person or people owned enterprise 5 points
- for at least 30% woman or women shareholding or owned enterprise 5 points
- For at least 30% youth shareholding or owned enterprise 2.5 points
- for at least 30% people living with disability shareholding or owned enterprise 2.5 points

A total of 5 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP –

- for enterprise regarded as EME located within the local area of jurisdiction. 5 points

**No awards will be made to a person:**

- Who is in the service of the state;
- If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; and/or
- Who is an advisor or consultant contracted with the municipality or municipal entity.

**HS MAYISELA**  
**MUNICIPAL MANAGER**

## TENDER DATA

|  |   |   |  |   |   |
|--|---|---|--|---|---|
| 1.   | The Employer is:<br>Emalahleni Local Municipality<br>29 Mandela Street,<br>Emalahleni,<br>1035  |   |  |   |   |
| 2.   | Tender Documents  |   |  |   |   |
|  | <p><b>Tendering Procedures</b><br/>Tender notice and invitation to tender<br/>Tender data</p> <p><b>Returnable Documents</b><br/>List of Returnable Documents</p> <p><b>The Contract</b><br/><b>Agreements and Contract data</b><br/>Forms of Offer and Acceptance<br/>Contract Data</p> <p><b>Pricing Data</b><br/>Pricing Instruction<br/>Bill of Quantities</p> <p><b>Terms of Reference</b><br/>Terms of Reference</p> <p><b>Additional Relevant Documents</b><br/>Supply Chain Management Policy</p>   |   |  |   |   |
| 3.   | <p><b>Interpretation</b></p> <p>The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.</p>   |   |  |   |   |
| 4.   | <p><b>Communication.</b></p> <p>The Employer's Representative is;</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; padding: 5px;"> <p><b><u>Accounting Officer:</u></b><br/>29 Mandela Street,<br/>Emalahleni,<br/>1035<br/>Tel: 013 690 6911</p> </td><td style="width: 33%; padding: 5px;"> <p><b><u>Procurement Enquiries.</u></b><br/>Supply Chain Unit<br/>29 Mandela Street,<br/>Emalahleni, 1035<br/>013 690 6483/6484/6497<br/><a href="mailto:masangonz@emalahleni.gov.za">masangonz@emalahleni.gov.za</a></p> </td><td style="width: 33%; padding: 5px;"> <p><b><u>Technical Enquiries.</u></b><br/>Busisiwe Nyundu<br/>29 Mandela Street,<br/>Emalahleni, 1035<br/>Tel : 013 690 6409<br/><a href="mailto:nyundub@emalahleni.gov.za">nyundub@emalahleni.gov.za</a></p> </td></tr> </table> |   | <p><b><u>Accounting Officer:</u></b><br/>29 Mandela Street,<br/>Emalahleni,<br/>1035<br/>Tel: 013 690 6911</p> | <p><b><u>Procurement Enquiries.</u></b><br/>Supply Chain Unit<br/>29 Mandela Street,<br/>Emalahleni, 1035<br/>013 690 6483/6484/6497<br/><a href="mailto:masangonz@emalahleni.gov.za">masangonz@emalahleni.gov.za</a></p> | <p><b><u>Technical Enquiries.</u></b><br/>Busisiwe Nyundu<br/>29 Mandela Street,<br/>Emalahleni, 1035<br/>Tel : 013 690 6409<br/><a href="mailto:nyundub@emalahleni.gov.za">nyundub@emalahleni.gov.za</a></p> |
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| 4.1  | <p>Attention is drawn to the fact that verbal communication given by the Employer's representative prior to the close of tenders will not be regarded as binding on the employer. Only information issued formally by the employer in writing to the tenders, under the signature of the Accounting Officer will be regarded as amending the tender documents.</p>  |   |  |   |   |
| 5  | <p style="text-align: center;"><b>The Employer's right to accept or reject any tender offer</b></p> <p>The employer has the right not to accept the lowest tender and to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by Emalahleni Local Municipality.</p>   |   |  |   |   |
| 6  | <b>Tenderer Obligations</b>   |   |  |   |   |
| 6.1  | The Council retains the right to call for any additional information that it may deem necessary.  |   |  |   |   |

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| 6.2  | <p>If tendering as a Joint Venture, Joint venture must be constituted by means of a comprehensive and fair, written agreement between the members, which sets out their obligations, rights, risks, and rewards.</p> <p>Joint venture members should share at least the following aspects of the joint venture activities in a meaningful and equitable manner:</p> <ol style="list-style-type: none"> <li>1. Control</li> <li>2. Management</li> <li>3. Operations</li> <li>4. Risk</li> <li>5. Profit and Loss</li> </ol>  |
| 6.3  | <p>If a Tenderer , or any person employed by him is found to have either directly or indirectly, promised or given to any person in the employment of Council, any commission, gratuity, gift or other consideration, The Council shall have the right to summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss and/ or additional costs or expenses, to disqualify the Tender or cancel the Contract without paying any compensation to the aforesaid Tender or Contract.</p>   |
| 6.4  | <p>At the request of the Municipal Manager or his authorised representative from furnishing him/her with additional information, for testing purposes or otherwise, or from giving a demonstration so as to enable the recommendation to the Council's responsible Committee on the award of the contract to be formulated,</p>  |
| 7.   | <p><b>Eligibility</b></p> <p>Only those bidders who satisfy the following criteria are eligible to submit tenders:</p> <ul style="list-style-type: none"> <li>• Who are in possession a distribution letter/ reseller of network equipment for a reputable manufacturer</li> </ul>   |
| 8    | <p><b>Compensation of tendering</b></p> <p>The employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the cost of any testing necessary to demonstrate that aspects of the offer satisfy requirements.</p>  |
| 9    | <p><b>Check documents</b></p> <p>The Tenderer should check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p> <p><b>Emalahleni Local Municipality reserves the right to request the bidder to submit original documents which include but are not limited to, company registration documents, qualifications of key personnel, compulsory returnable, reference letters &amp; testimonials for review and certification by its Commissioner of Oath.</b></p>   |
| 10.1 | <p><b>Confidentiality and Copyright of Documents.</b></p> <p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation</p> <p><b>In submitting any information or documentation requested in this tender or any other information that may be requested pursuant to this Tender, you are consenting to the processing by ELM or its stakeholders of your personal information and all other personal information contained therein, as contemplated in the Protection of Personal Information Act, No.4 of 2013 and Regulations promulgated thereunder ("POPI Act"). Further, you declare that you have obtained all consents required by the POPI Act or any other law applicable. Thus, you hereby indemnify ELM against any civil or criminal action, administrative fine or other penalty or loss that may arise as a result of the processing of any personal information that you submit.</b></p> |
| 10.2 | <p><b>Clarification Meeting</b></p> <p>No compulsory clarification meeting</p>   |



|             |  |
|-------------|--|
| <b>11</b>   | <b>Submitting tender offer:</b>  |
| <b>11.1</b> | No Tender document will be considered unless submitted on Council's Official Tender Document   |
| <b>11.2</b> | Return all the returnable documents to the employer after completing them.   |
| <b>11.3</b> | <p>Tenders must be deposited in the tender box clearly marked: <b>REQUEST FOR PROPOSAL FOR PROVISION OF NETWORK/LAN SUPPORT AND OTHER RELATED INFRASTRUCTURE IN THE INFORMATION TECHNOLOGY SERVICES FOR THREE YEARS (36 MONTHS)</b></p> <p><b>Location of tender Box:</b><br/> <b>Physical Address:</b> Emalahleni Local Municipality, Civic Centre, 29 Mandela Street, Emalahleni, 1035.</p> <p>Telephonic, telegraphic, telex, facsimile or emailed tenders will not be considered</p> |
| <b>11.4</b> | All tender received by the Emalahleni Local Municipality will remain in the Municipality's possession until after the stipulated closing date and time.  |
| <b>11.5</b> | Accept that a tender submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered.   |
| <b>12.</b>  | <b>Closing Time:</b>   |
| <b>12.1</b> | <p>The time and location for opening of the Tender offers are:</p> <p>Closing Time: <b>11:00</b><br/> Closing Date: <b>25 October 2024</b><br/> Location: <b>Emalahleni Local Municipality<br/>Civic Centre<br/>29 Mandela Street, Emalahleni,<br/>1035</b></p> <p>Tenders will be opened in public at the same time.</p>  |
| <b>12.2</b> | After the opening of the tenders, no information relating to the clarification, determination of responsiveness, evaluation and comparison of tender proposals and recommendations concerning the award of the tender shall be disclosed to any other tenderer or persons not concerned with such process until the award of the Tender has been announced by the ELM.   |
| <b>13.</b>  | <p><b>Pricing the tender</b></p> <p>State the rates and prices in Rand</p>   |
| <b>14.</b>  | <p><b>Alterations to the Tender Documents.</b></p> <p><b>No</b> alterations may be made to the tender document issued by the employer.</p> <p>Proposals and any other supporting documents must be attached to the back of this tender document</p>  |
| <b>15</b>   | <p><b>Alternative tender offer.</b></p> <p><b>No</b> alternative tender offers will be considered or accepted.</p>   |
| <b>16</b>   | <p><b>Tender Offer Validity</b></p> <p>The Tender offer validity period is <b>90</b> days from the closing date.</p>   |

|  |   |  |               |              |           |                       |           |  |            |
|--|---|--|---------------|--------------|-----------|-----------------------|-----------|--|------------|
| <b>17</b>  | <p><b>Tender clarification after submission</b></p> <p>A tender may be regarded as non-responsive if the tenderer fails to provide clarification requested by the employer within the time for submission stated in the employer's written request.</p>   |  |               |              |           |                       |           |  |            |
| <b>18</b>  | <p><b>Tender evaluation points</b></p> <p><b>18.1</b> The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.</p> <p><b>18.2</b> Preference points for this bid shall be awarded for:</p> <p style="margin-left: 40px;">(a) Price; and<br/>(b) Specific Goals.</p> <p><b>18.3</b> The maximum points for this bid are allocated as follows:</p> <table border="1" style="margin-left: 40px;"> <tr> <td></td><td><b>POINTS</b></td></tr> <tr> <td><b>PRICE</b></td><td><b>80</b></td></tr> <tr> <td><b>SPECIFIC GOALS</b></td><td><b>20</b></td></tr> <tr> <td><b>Total points for Price and Specific Goals</b></td><td><b>100</b></td></tr> </table>                             |  | <b>POINTS</b> | <b>PRICE</b> | <b>80</b> | <b>SPECIFIC GOALS</b> | <b>20</b> | <b>Total points for Price and Specific Goals</b> | <b>100</b> |
|  | <b>POINTS</b>   |  |               |              |           |                       |           |  |            |
| <b>PRICE</b>                                     | <b>80</b>   |  |               |              |           |                       |           |  |            |
| <b>SPECIFIC GOALS</b>                            | <b>20</b>   |  |               |              |           |                       |           |  |            |
| <b>Total points for Price and Specific Goals</b> | <b>100</b>  |  |               |              |           |                       |           |  |            |
| <b>19.</b>                                       | <p><b>Evaluation of Tenders</b></p> <p>The Tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy of the ELM.</p> <p><b>19.1 The following steps will be followed in the evaluation;</b></p> <ol style="list-style-type: none"> <li>1. Determination of whether or not tender offers are complete.</li> <li>2. Determination of whether or not tender offers are responsive.</li> <li>3. Determination of the reasonableness of tender offers.</li> <li>4. Confirmation of the eligibility of preferential points claimed by tenderers.</li> <li>5. Awarding of points for financial offer.</li> <li>6. Ranking of tenderers according to the total points</li> </ol> |  |               |              |           |                       |           |  |            |
| <b>20.</b>                                       | <p>Tenders are adjudicated in terms of ELM Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.</p>   |  |               |              |           |                       |           |  |            |
| <b>20.1</b>                                      | <p>Tender responsiveness shall mean tender compliance with all the prescribed key requirements for submission with this tender which are regarded as eliminating factors. Elimination factors include non-compliance with key requirements specified for the following:</p> <p><b>Technical Adjudication and General Criteria</b></p> <ul style="list-style-type: none"> <li>▪ Tenders will be adjudicated in terms of inter alia:</li> <li>▪ Compliance with Tender conditions</li> <li>▪ Price</li> </ul> <p>If the Tenderer does not comply with the Tender Conditions, the Tenderer may be rejected.</p> <p>With regard to the above, certain actions or errors are unacceptable and warrants <b>REJECTION OF THE TENDER</b>, for example:</p>                        |  |               |              |           |                       |           |  |            |

- A Tax Compliance letter with a unique PIN in terms of the electronic Tax Compliance Status (TCS) system from SARS NOT submitted.
- Pages to be completed, removed from the Tender document, and have therefore not been submitted.
- If tender document is not fully completed as required and as stipulated in the tender data.
- If any tender document is tampered with or it is unbundled or unbundled.
- Failure to complete the schedule of quantities as required – only lump sums provided.
- Scratching out without initialling next to the amended rates or information.
- Writing over / painting out rates / the use of tippex or any erasable ink, e.g. pencil.
- The Tender has not been properly signed by a party having the authority to do so, according to the **Form E – “Authority for Signatory”**
- A Resolution by a Board of Directors of the Company authorizing the Tenderer to sign the Tender document on behalf of the Company has not been submitted.
- Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications.
- The Tenderer’s attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
- The Tender has been submitted after the relevant closing date and time.
- Failure to complete and sign Form C1.1 Form of Offer and Acceptance.
- If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.
- If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory.

## 20.2 Previous experience

The tenderer shall list in the appropriate Forms the appropriate related projects undertaken by the tenderer within the last five (5) years.

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

- Experience of contracts of similar size
- Service Provider to attach completion letters **and** Testimonials from previous experience.

## 20.3 Financial ability to execute the contract

Evaluation of the Tenderer’s financial ability to execute the contract will not be considered

## 20.4 Good standing with SA Revenue Services

- Determine whether a valid tax clearance certificate has been submitted.
- The Tenderer **must affix A Tax Compliance letter with a unique PIN in terms of the electronic Tax Compliance Status (TCS) system from SARS must been submitted.**

|      |  |
|------|--|
| 20.5 | <p>If the Tender does <b>not</b> meet the requirements contained in the ELM Supply Chain Management Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation</p>  |
| 20.6 | <p><b>Penalties</b></p> <p>Emalahleni Local Municipality will, if upon investigation it is found that a preference in terms of the MFMA Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:</p> <ul style="list-style-type: none"> <li>▪ Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.</li> <li>▪ Impose a financial penalty at the discretion of Council.</li> </ul> <p>Restrict the contractor, its shareholders, and directors on obtaining any business from the Emalahleni Local Municipality for a period of 5 years</p> |
| 20.7 | <p><b>The additional conditions of Tender are:</b></p> <ol style="list-style-type: none"> <li>1. Service providers who has scored the highest points for Price and Specific Goals in terms of the Preferential Procurement Regulations 2022 will be appointed.</li> <li>2. Emalahleni Local Municipality may also request that the Tenderer provide written evidence that his financial, labour and resources are adequate for carrying out the project.</li> </ol> <p>2 The Emalahleni Local Municipality reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.</p>     |

## EMALAHLENI LOCAL MUNICIPALITY



### APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, INSTALLATION, SUPPORT, AND MAINTENANCE OF THE LOCAL AREA NETWORK FOR THREE YEARS (36 MONTHS)

#### **RETURNABLE DOCUMENTS**

##### **Returnable Documents**

List of returnable documents

# EMALAHLENI LOCAL MUNICIPALITY



## T2.1 LIST OF RETURNABLE DOCUMENTS

1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable (excluding attachments) form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as willful misrepresentation by that tenderer to induce the contract.** In such event the Employer has the discretionary right under the contract to terminate the contract.

The Tenderer must complete the following returnable Schedules:

| COMPULSORY BID DOCUMENTS            |   |
|-------------------------------------|---|
| FORM A                              | INVITATION TO BID   |
| FORM B                              | COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES |
| FORM C                              | DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES      |
| FORM D                              | DECLARATION OF INTEREST   |
| FORM E                              | AUTHORITY OF SIGNATORY  |
| FORM F                              | DECLARATION OF GOOD STANDING REGARDING TAX                          |
| FORM G                              | CERTIFIED IDENTITY DOCUMENT/S                                       |
| FORM H                              | MUNICIPAL UTILITY ACCOUNT   |
| FORM I                              | PREFERENCE SCHEDULE   |
| FORM J                              | CERTIFICATE OF INDEPENDENT BID DETERMINATION                        |
| FORM K                              | DECLARATION TENDERER'S LITIGATION HISTORY                           |
| FORM L                              | PROOF OF REGISTRATION WITH PROFESSIONAL BODIES                      |
| RETURNABLES FOR EVALUATION PURPOSES |   |
| FORM M                              | PROPOSED KEY PERSONNEL  |
| FORM N                              | SCHEDULE OF PREVIOUS EXPERIENCE                                     |
| FORM O                              | SCHEDULE OF CURRENT PROJECTS  |
| FORM P                              | SCHEDULE OF INFRASTRUCTURE AND RESOURCES                            |
| FORM Q                              | SCHEDULE OF PROPOSED SUB-CONTRACTOR                                 |
| FORM R                              | RECORD OF ADDENDA TO TENDER DOCUMENTS                               |

# **COMPULSORY BID DOCUMENTS**

**PART A: INVITATION TO BID**
**YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE EMALAHLENI LOCAL MUNICIPALITY.**

|             |  |               |                 |               |       |
|-------------|--|---------------|-----------------|---------------|-------|
| BID NUMBER: | ELM 04/2025  | CLOSING DATE: | 25 OCTOBER 2024 | CLOSING TIME: | 11:00 |
| DESCRIPTION | APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, INSTALLATION, SUPPORT, AND MAINTENANCE OF THE LOCAL AREA NETWORK FOR THREE YEARS (36 MONTHS) |               |                 |               |       |

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).**

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

**EMALAHLENI LOCAL MUNICIPALITY**
**CIVIC CENTRE, 29 MANDELA STREET**
**EMALAHLENI**
**1035**
**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<br><input type="checkbox"/> No |  | B-BBEE STATUS LEVEL SWORN AFFIDAVIT<br><input type="checkbox"/> Yes<br><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<br><input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br>[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:**

|                  |  |                  |  |
|------------------|--|------------------|--|
| DEPARTMENT       | SCM  | CONTACT PERSON   | BUSISIWE NYUNDU  |
| CONTACT PERSON   | ZINHLE MOROKU  | TELEPHONE NUMBER | (013) 690 6409   |
| TELEPHONE NUMBER | (013) 690 6497   | FACSIMILE NUMBER | (013) 690 6207   |
| FACSIMILE NUMBER | (013) 690 6207   | E-MAIL ADDRESS   | <a href="mailto:nyundubg@emalahleni.gov.za">nyundubg@emalahleni.gov.za</a> |
| E-MAIL ADDRESS   | <a href="mailto:masangonz@emalahleni.gov.za">masangonz@emalahleni.gov.za</a> |                  |  |

**TECHNICAL INFORMATION MAY BE DIRECTED TO:**



## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE [WWW.SARS.GOV.ZA](http://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: .....

## FORM B: COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES

### SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

3. \_\_\_\_\_

\_\_\_\_\_

4. \_\_\_\_\_

\_\_\_\_\_

5. \_\_\_\_\_

\_\_\_\_\_

6. \_\_\_\_\_

\_\_\_\_\_

7. \_\_\_\_\_

\_\_\_\_\_

8. \_\_\_\_\_

\_\_\_\_\_

Held at \_\_\_\_\_ (place)

On \_\_\_\_\_ (date)

**RESOLVED that:**

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

---

Bid / Project Number: 04/2024 {insert number}

A. Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

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

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

\_\_\_\_\_

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

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

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

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

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)

Postal Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_ (code)

Fax number: \_\_\_\_\_ (code)

| NO | NAME OF ENTITY | NAME OF REPRESENTATIVE | CAPACITY | SIGNATURE |
|----|----------------|------------------------|----------|-----------|
| 1  |                |                        |          |           |
| 2  |                |                        |          |           |
| 3  |                |                        |          |           |
| 4  |                |                        |          |           |
| 5  |                |                        |          |           |
| 6  |                |                        |          |           |
| 7  |                |                        |          |           |
| 8  |                |                        |          |           |
| 9  |                |                        |          |           |
| 10 |                |                        |          |           |

*Note:*

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

## **ATTACH THE FOLLOWING DOCUMENTS HERETO**

1. **For Closed Corporations**

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

2. **For Companies**

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

3. **For Joint Venture Agreements**

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

4. **For Partnership**

- Certified Copies of the ID's of the partners

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

- Copy of ID (Certified)

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

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

8. **Specific Goals Claim in terms of the Preferential Procurement Regulations, 2022**

9. **Central Supplier Database (CSD) Full Report which contains ownership information**

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

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

| Item  | Question   | Yes                             | No                             |
|-------|--|---------------------------------|--------------------------------|
| 4.1   | <p><b>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?</b></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(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p> | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:  |                                 |                                |
| 4.2   | <p><b>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)?</b></p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>  | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars:  |                                 |                                |

|       |  |                                 |                                |
|-------|--|---------------------------------|--------------------------------|
| 4.3   | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?   | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars:  |                                 |                                |
| 4.4   | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars:  |                                 |                                |
| 4.5   | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?                         | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.7.1 | If so, furnish particulars:  |                                 |                                |

### CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**FORM D: DECLARATION OF INTEREST (MBD4)**

**1. No bid will be accepted from persons in the service of the state<sup>1</sup>.**

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

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

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

3.4 Company Registration Number: .....

3.5 Tax Reference Number: .....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars: .....

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

a) a member of –

(i) any municipal council;

(ii) any provincial legislature; or

(iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

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

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

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



3.9.1 If yes, furnish particulars: .....

.....

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

3.10.1 If yes, furnish particulars: .....

.....

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

3.11.1 If yes, furnish particulars: .....

.....

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

3.12.1 If yes, furnish particulars: .....

.....

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

3.13.1 If yes, furnish particulars: .....

.....

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

3.14.1 If yes, furnish particulars: .....

.....

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

| FULL NAME | IDENTITY NUMBER | STATE EMPLOYEE NUMBER |
|-----------|-----------------|-----------------------|
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |

DECLARATION

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

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder

**FORM E: AUTHORITY OF SIGNATORY**

Details of person responsible for tender process:

Name : .....

Contact number : .....

Office address : .....

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

**PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:**

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

Mr .....  
*Pro-Forma*

has been duly authorized to sign all documents in connection with the Tender for Contract Number

.....and any Contract which may arise there from on

behalf of .....

(BLOCK CAPTIALS)

SIGNED ON BEHALF OF THE COMPANY .....

IN HIS CAPACITY AS .....

DATE .....

FULL NAMES OF SIGNATORY .....

AS WITNESSES: 1. ....

2. ....

## PRO-FORMA FOR JOINT VENTURES:

### Certificate of Authority for Joint Ventures

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

| NAME OF FIRM | ADDRESS | DULY AUTHORISED SIGNATORY                             |
|--------------|---------|---|
|              |         | Signature: .....<br>Name: .....<br>Designation: ..... |
|              |         | Signature: .....<br>Name: .....<br>Designation: ..... |
|              |         | Signature: .....<br>Name: .....<br>Designation: ..... |
|              |         | Signature: .....<br>Name: .....<br>Designation: ..... |

**ATTACH HERETO THE DULY SIGNED AND DATED ORIGINAL OR A COPY  
OF AN AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD**

**FORM F: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)****DETAILS OF TAX COMPLIANCE STATUS:**

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

**TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The valid Tax Clearance Certificate must be submitted together with the bid. Failure to submit the valid Tax Clearance Certificate will result in the invalidation of the bid.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**FORM G: CERTIFIED IDENTITY DOCUMENT/S**

# FORM H: MUNICIPAL UTILITY ACCOUNT

## DECLARATION BY THE TENDERER

I the undersigned \_\_\_\_\_, has been duly

authorized to sign all documents with the Tender for Contract Number \_\_\_\_\_ on behalf of

\_\_\_\_\_ hereby make a declaration as follows:  
(referred to herein as “the Bidder”)

1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

[illegible]



**ATTACH AN ORIGINAL OR A COPY OF A MUNICIPAL UTILITY  
ACCOUNT (NOT OLDER THAN THREE (3) MONTHS)**

**Important: Note the following**

- List Account(s) registered all in the name(s) of the Director(s) **and** the Company on the declaration form attached hereto;
- With regards to the above, provide a municipal tax invoice in the name of the director and company **or**
- Attach a copy lease agreement along with the municipal utility account of the landlord whereby the company/director is leasing the property for its operation from/resident.

**FORM I: PREFERENCE SCHEDULE**

(MBD 6.1)

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

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

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

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to 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 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 System shall be applicable.

1.3 Preference points for this bid shall be awarded for:

(c) Price; and

(d) Specific goals in terms of the Preferential Procurement Regulations 2022

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

|  | POINTS     |
|--|------------|
| PRICE  | 80         |
| SPECIFIC GOALS                                   | 20         |
| <b>Total points for Price and Specific Goals</b> | <b>100</b> |

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

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

**2. DEFINITIONS**

2.1 “**black people**” is a generic term which means Africans, Coloureds and Indians;

2.2 “**broad-based black economic empowerment**” means the economic empowerment of all black people including women, workers, youth, people with disabilities and people living in rural areas through diverse but integrated socio-economic strategies that include. but are not limited to:

- increasing the number of black people that manage, own and control enterprises and productive assets; facilitating ownership and management of enterprises and productive assets by communities, workers, cooperatives and other collective enterprises;
- human resource and skills development;

- achieving equitable representation in all occupational categories and levels in the workforce;
- preferential procurement; and
- investment in enterprises that are owned or managed by black people;

- 2.3 **“Designated group”** means Black designated groups; Black people; Women; People with disabilities; or Small enterprises, as defined in section 1 of the National Small Enterprise Act, 1996 (Act No. 102 of 1996);
- 2.4 **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 2.5 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen:
- who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa Act 110 of 1983 or the Constitution of the Republic of South Africa Act 200 of 1993 (“the Interim Constitution”); and / or
  - who is a female; and / or
  - who has a disability;
- Provided that a person who obtained South Africa citizenship on or after the coming into effect of the Interim Constitution is deemed not to be an HDI.
- 2.6 **“Locality”** means a business enterprise located within the boundaries of Nkangala District Municipality to score points for locality.
- 2.7 **“Reconstruction and development Programme as published in Government Gazette No. 16085 dated 23 November 1994”** means in terms of Section 2(1) of the PPPFA of 2000 an organ of state must implement the programmes of the RDP and provide for points to be awarded for specific goals. In particular, some of the RDP goals that need to be considered in developing the Preferential Procurement policies include:
- Previously Disadvantaged Individuals;
  - Women;
  - Disabled Persons;
  - Youth; and
  - Local Labour.
- 2.7 **“specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- 2.8 **“Targeted Enterprises”** means those enterprises (suppliers, manufacturers, service providers or construction works contractors) that own, operate or maintain premises within the target area defined in the contract, for the purposes of carrying out their normal business operations.
- 2.79 **“Targeted Labour”** means those individuals employed by a contractor, or sub-contractor, in the performance of a contract, who are defined in the contract as the target group, and who permanently reside in the defined target area.
- 2.10 **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 2.11 **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

- 2.12 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- 2.13 **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- 2.14 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)
- 2.15 **“Women equity”** means an organisation or company which has at least twenty five percent of women ownership.
- 2.16 **“Youth”** means persons between the ages of 14 and 35.

### 3. FORMULAE FOR PROCUREMENT

#### 3.1 POINTS AWARDED FOR PRICE

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

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

**80/20                      or                      90/10**

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

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

| Item no.  | The specific goals allocated points in terms of this tender                     | Number of points allocated (80/20 system) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|---|
| A total of 15 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements - |   |   |   |
| 1.  | for 100% black person or people owned enterprise                                | 5 points                                  |   |
| 2.  | for at least 30% woman or women shareholding or owned enterprise                | 5 points                                  |   |
| 3.  | For at least 30% youth shareholding or owned enterprise                         | 2.5 points                                |   |
| 4.  | for at least 30% people living with disability shareholding or owned enterprise | 2.5 points                                |   |
| A total of 5 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP -  |   |   |   |
| 5.  | for enterprise regarded as EME located within the local area of jurisdiction.   | 5 points                                  |   |
| <b>The Municipality will utilize the CSD report for the above-mentioned information.</b>  |   |   |   |

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One-person business/sole propriety

☐ Close corporation

☐ Public Company

☐ Personal Liability Company

- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - a) disqualify the person from the tendering process;
  - b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - e) forward the matter for criminal prosecution, if deemed necessary.

**ATTACH CENTRAL SUPPLIER DATABASE (CSD) FULL REPORT**

**FORM J: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)**

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;

- (e) the submission of a bid which does not meet the specifications and conditions of the bid;  
or
- (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

**FORM K: DECLARATION OF TENDERER'S LITIGATION HISTORY**

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

**YES****NO**

If yes, furnish your details in table below.

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

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

| CLIENT | OTHER LITIGATING PARTY | DISPUTE | AWARD VALUE | DATE RESOLVED |
|--------|------------------------|---------|-------------|---------------|
|        |                        |         |             |               |

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**FORM L:      PROOF OF REGISTRATION WITH PROFESSIONAL BODIES**

# **RETURNABLES FOR EVALUATION PURPOSES**

**FORM M: PROPOSED KEY PERSONNEL**

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

| No | Name | Qualification | Designation for the project tendered for |
|----|------|---------------|--|
|    |      |               |  |
|    |      |               |  |
|    |      |               |  |
|    |      |               |  |
|    |      |               |  |
|    |      |               |  |
|    |      |               |  |
|    |      |               |  |
|    |      |               |  |
|    |      |               |  |

Provide two paged CV of Each key Personnel to be used in this project.

Each CV should give at least the following:

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

***(Affix the CV's and Attachments in a form of a booklet to the following Page.)***

**ATTACH CV'S OF KEY PERSONNEL TO THIS PAGE**

|  |
|--|
| <b>FORM N: SCHEDULE OF PREVIOUS EXPERIENCE</b> |
|--|

The procedure for the evaluation of responsive Bids will be on the average of the **previous projects** where the firm was involved. Reference of clients **MUST** be provided.

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

- Experience in the relevant technical field
- Experience of contracts of similar size
- At least three of the references will be contacted to obtain their input.

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

[illegible]



**FORM O: SCHEDULE OF CURRENT PROJECTS**

| Description | Value (R)<br>VAT<br>excluded | Appointment<br>Date | Expected<br>Completion<br>Date | Reference |              |        |
|-------------|------------------------------|---------------------|--------------------------------|-----------|--------------|--------|
|             |                              |                     |                                | Name      | Organisation | Tel no |
|             |                              |                     |                                |           |              |        |
|             |                              |                     |                                |           |              |        |
|             |                              |                     |                                |           |              |        |
|             |                              |                     |                                |           |              |        |
|             |                              |                     |                                |           |              |        |
|             |                              |                     |                                |           |              |        |
|             |                              |                     |                                |           |              |        |

Provide the following information on current projects

**This information is material to the award of the Contract.**

## FORM P: SCHEDULE OF INFRASTRUCTURE AND RESOURCES

Provide information on the following:

**Infrastructure and resources available for this project:**

## **1. Physical facilities and Buildings.**

| Description | Address | Owned / leased |
|-------------|---------|----------------|
|             |         |                |
|             |         |                |

## 2. Equipment

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

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

[illegible]

### 3. Vehicles

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

| Description: | Number of units | Registration Number |
|--------------|-----------------|---------------------|
|              |                 |                     |
|              |                 |                     |
|              |                 |                     |
|              |                 |                     |
|              |                 |                     |

### 1. Size of enterprise and current workload

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

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

|   |
|---|
| <b>FORM Q: SCHEDULE OF PROPOSED SUB-CONTRACTORS</b> |
|---|

Are / Do you have sub-contractors?

**YES**

**NO**

If yes, complete the below

[illegible]

## FORM R: RECORD OF ADDENDA TO TENDER DOCUMENTS

Was there an addendum issued?

YES

NO

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

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

|  | Date | Title of Details |
|--|------|------------------|
|  |      |                  |
|  |      |                  |
|  |      |                  |
|  |      |                  |
|  |      |                  |
|  |      |                  |
|  |      |                  |
|  |      |                  |
|  |      |                  |
|  |      |                  |
|  |      |                  |

*\*An addendum is any communication issued by Emalahleni Local Municipality after the briefing session\**

# EMALAHLENI LOCAL MUNICIPALITY



## APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, INSTALLATION, SUPPORT, AND MAINTENANCE OF THE LOCAL AREA NETWORK FOR THREE YEARS (36 MONTHS)

### THE CONTRACT

#### THE CONTRACT

##### **Part C1: Agreements and Contract Data**

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

##### **Part C2: Pricing Data**

- C2.1 Pricing Instructions
- C2.2 Bill of quantities

##### **Part C3: Scope of Work**

- C3 Scope of Work

##### **Part C4 : Additional Relevant Documents**

- C4.1 Supply Chain Management Policy

# EMALAHLENI LOCAL MUNICIPALITY



## AGREEMENTS AND CONTRACT DATA

### **Part C1: Agreements and Contract Data**

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

**FORM C.1.1****FORM OF OFFER AND ACCEPTANCE****OFFER**

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

**APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, INSTALLATION, SUPPORT, AND MAINTENANCE OF THE LOCAL AREA NETWORK FOR THREE YEARS (36 MONTHS)**

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

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

**THE OFFERED TOTAL OF THE PRICES EXCLUSIVE OF VALUE ADDED TAX IS**

.....

..... Rand (in words); R ..... (In figures).

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

.....

..... Rand (in words); R ..... (In figures).

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

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

For the tenderer \_\_\_\_\_

(Name and address of organisation)

Name & Signature Of Witness \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_



## ACCEPTANCE

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

The terms of the contract are contained in:

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

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

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

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

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

Signature(s)\_\_\_\_\_

Name(s)\_\_\_\_\_

Capacity\_\_\_\_\_

For the tenderer\_\_\_\_\_

(Name and address of organisation)

Name & Signature Of Witness\_\_\_\_\_

Name \_\_\_\_\_ Date\_\_\_\_\_

# SCHEDULE OF DEVIATIONS

**Notes:**

- 1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
- 2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here.
- 3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
- 4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

|   |                      |
|---|----------------------|
| 1 | <b>Subject</b> _____ |
|   | Details _____        |
| 2 | <b>Subject</b> _____ |
|   | Details _____        |
| 3 | <b>Subject</b> _____ |
|   | Details _____        |
| 4 | <b>Subject</b> _____ |
|   | Details _____        |
| 5 | <b>Subject</b> _____ |
|   | Details _____        |
| 6 | <b>Subject</b> _____ |
|   | Details _____        |

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

**FOR THE TENDERER:**

Signatures (s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
(Name and address of Organisation)

Name & Signature Of Witness: \_\_\_\_\_

Date : \_\_\_\_\_

**FOR THE EMPLOYER**

Signatures (s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
(Name and address of Organisation)

Name & Signature Of Witness \_\_\_\_\_

Date \_\_\_\_\_

## CONTRACT DATA

### DATA PROVIDED BY THE EMPLOYER

|    | Data  |
|----|---|
| 1  | <p>The Name of the Employer is <b>Emalahleni Local Municipality</b></p> <p>The address of the Employer is:<br/>Civic Centre,<br/>29 Mandela Street,<br/>Emalahleni,<br/>1035</p> <p>P O Box 3<br/>Emalahleni<br/>1035</p> <p>Telephone: (013) 690 6409<br/>Email : <a href="mailto:nyundubg@emalahleni.gov.za">nyundubg@emalahleni.gov.za</a></p> |
| 2  | The Project is for the appointment of a service provider for the supply, delivery, installation, support, and maintenance of the local area network for three years (36 months).  |
| 3  | The Period of Performance is as per signed letter of appointment and service level agreement.   |
| 4  | The Service Provider may not release public or media statements or publish material related to the Services or Project without the written approval of the Employer.  |
| 5  | The Service provision shall be completed as per letter of appointment.  |
| 6  | The Service Provider shall provide the Public Liability Insurance for a cover to be negotiated with the Client (If applicable)  |
| 7  | The client shall not be responsible for any overtime worked or overtime payments made to the personnel of the Service Provider.   |
| 8  | Copyright of document prepared for the project shall be vested with the Emalahleni Local Municipality   |
| 9  | Service Providers will be paid in accordance with the Emalahleni Local Municipality Supply Chain Management Policy.   |
| 10 | A Service Provider may not subcontract any work not approved by the employer the Emalahleni Local Municipality  |

**PART 1: DATA PROVIDED BY THE SERVICE PROVIDER**

|    |  |
|----|--|
| 1. | <p>The Service Provider is .....</p> <p>Address: .....</p> <p>Telephone: .....</p> <p>Facsimile: .....</p>   |
| 2  | <p>The authorised and designated representative of the</p> <p>Service Provider is:</p> <p>Name: .....</p> <p>The address for receipt of communications is:</p> <p>Telephone: .....</p> <p>Facsimile: .....</p> <p>Address: .....</p> |

## C.2.1 PRICING INSTRUCTIONS

1. All activities must be invoiced per delivery of services, based on the completion of the activity but not exceeding the allocated budget that has been priced for that activity.
2. Payment will be based on the completion of activities provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.
3. The total price for the activities shall not be exceeded without the prior written approval and agreement of the Client.
4. The Schedule of Activities and the Bills of Quantities comprises items covering the service provider's profit and costs of general liabilities and includes costs of all services.
5. **All rates and amounts must be completed by hand in black Ink.**
6. The schedule items covering the service provider's profit or general liabilities and the construction of temporary and permanent risk.
7. Although the tenderer is at liberty to insert a rate at his own choice for each item in the schedule, his attention is drawn to the fact that the employer has the right, under various circumstances, to payment for additional work carried out and that the engineer is obliged to base his assessment and the payment to be paid for such additional work on the rates inserted in the schedule by the tenderer.
8. The prices and rates to be inserted in the schedule of quantities are to be the full inclusive prices to be the employer for the work described under several items. The prices shall be exclusive of Value Added Tax (VAT). Such prices shall cover all costs and expenses that may be required in and for the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the document on which the tender is based.
9. In the event of the tenderer failing to price any item it will be construed that the tenderer has made adequate allowance under other items for all labour, material and costs required, for the exclusion, not only for the quantum of work covered by the unpriced item, but also for any increase in the said quantum which may have to be undertaken during the course of the contract.
10. For the purposes of this Schedule of Activities and Bills of Quantities, the following words shall have the meanings hereby assigned to them:
  - Unit: The unit of measurement for each item of Service provided as defined in the Standardized, Project or Particular Specifications.
  - Quantity (Qty): The number of units of work/service provision for each item.
  - Rate: The payment per unit of work/provision of services at which the Tenderer Tenders to do the work.
  - Amount: The quantity of an item multiplied by the Tendered rate of the (same) item.
  - Sum: An amount Tendered for an item, the extent of which is described in the schedule of activities, the scope of works or elsewhere, but of which the quantity of work is not measured in units.

**BILL OF QUANTITIES****APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, INSTALLATION, SUPPORT, AND MAINTENANCE OF LOCAL AREA NETWORK FOR THREE YEARS (36 MONTHS)****BILL OF QUANTITIES****APPENDIX B: PRICING SCHEDULE (Grand Total Tender Bid Price)****APPENDIX B : PRICING SCHEDULE**

The completion of all pricing schedules is compulsory. Failure to complete the below will result in the bid being disqualified. **Grand Total costs must be inclusive of VAT.** Please note the items highlighted in grey do not apply on the highlighted TAB

| No. | Description of Primary Services       | Quantity | Costs (excluding VAT) |
|-----|---------------------------------------|----------|-----------------------|
| 1.  | Fiber Optic multimode 24 core 1 meter | 1        | R.....                |
| 2.  | Fiber Optic multimode 12 core 1 meter | 1        | R.....                |
| 3.  | Fiber Optic multimode 8 core 1 meter  | 1        | R.....                |
| 4.  | Fiber Optic multimode 4 core 1 meter  | 1        | R.....                |
| 5.  | 36u cabinet                           | 1        | R.....                |
| 6.. | 26u Cabinet                           | 1        | R.....                |
| 7.  | 22u cabinet                           | 1        | R.....                |
| 8.  | UPS battier backup 2000 kva           | 1        | R.....                |
| 9.. | GPIGS Multimode                       | 1        | R.....                |
| 10. | New Cat 6 Network points              | 1        | R.....                |
| 11. | Test and Repair of a network point    | 1        | R.....                |

|      |                                   |        |        |
|------|-----------------------------------|--------|--------|
| 12.  | 24-way splice tray                | 1      | R..... |
| 13.. | Plastic cable glands 20mm         | 1      | R..... |
| 14.  | Knockings 6mm                     | 1.     | R..... |
| 15.  | 1 Meter ST Pigtails               | 1      | R..... |
| 16.  | Midcoupler Duplex                 | 1      | R..... |
| 17.  | CAT 6 500m Drum                   |        | R..... |
| 18.  | RJ 45 connectors pack             | 100    | R..... |
| 19.  | Splice Protector                  | 1      | R..... |
| 20   | Converter M/M                     | 1      | R..... |
| 21   | Fiber optic patch leads(2m) ST-LC | 1      | R..... |
| 22.  | Blanks plate                      | 1      | R..... |
| 23   | Brush panel                       | 1      | R..... |
| 24.  | Small cable ties                  | 1 pack | R..... |
| 25.  | Dead ends                         | 1      | R..... |
| 26.  | Tensioner support                 | 1      | R..... |
| 27.  | Peter bolts                       | 1 pack | R..... |



|      |   |         |        |
|------|---|---------|--------|
| 28.  | Wooden pole 7.2m                        | 1       | R..... |
| 29.  | Wooden pole 9m                          | 1       | R..... |
| 30.  | Network points labeling 24 port cabinet |         | R..... |
| 31.  | Network points labeling 48 port cabinet |         | R..... |
| 32.  | Tracing fiber optic                     |         | R..... |
| 33.  | Trunking 4M 16 X 25                     | 1       | R..... |
| 34.  | Trunking 100 x 40                       | 1       | R..... |
| 35.  | Trunking 40 x 40                        | 1       | R..... |
| 36.  | Halfmoon trunking                       | 1       | R..... |
| 37.  | UTP Patch leads 1m cat6                 | 1       | R..... |
| 38.. | UTP Patch leads 2m cat6                 | 1       | R..... |
| 39.  | UTP Patch panel 24 port cat6            | 1       | R..... |
| 40.. | Nail anchor box                         | 1 box   | R..... |
| 41.  | Switch 08 port PoE                      | Brand 1 | R..... |
|      |   | Brand 2 |        |
|      |   | Brand 3 |        |
| 42.  | Switch 24 port PoE                      | Brand 1 | R..... |
|      |   | Brand 2 |        |
|      |   | Brand 3 |        |
| 43.  | Switch 48 port PoE                      | Brand 1 | R..... |
|      |   | Brand 2 |        |
|      |   | Brand 3 |        |
| 47.  | Cage nuts                               | 1 pack  | R..... |

|      |   |   |        |
|------|---|---|--------|
| 49.  | wireless access point   | 1 | R..... |
| 50.  | Lightning Surge Protector 24 PORT POE   | 1 | R..... |
| 51.  | Lightning Surge Protector 12 PORT POE   | 1 | R..... |
| 52.  | Network power Protector   | 1 | R..... |
| 53.  | Trip connect surge protector  | 1 | R..... |
| 54.  | Lightning Gigabit single port surge protector   | 1 | R..... |
| 55.  | 4 in 1 Network Cable Tester Detector Crimping Tool Set  |   | R..... |
| 56.  | Decommissioning of old cabling infrastructure and site cleaning if and where required, per hour |   | R..... |
| 57.  | Labour per hour (Mon – Thu 7H30 – 16H30, Fri 07H30 – 13H30)                                     |   | R..... |
| 58.  | Labour per hour per hour after working hours/overtime (from 16H30)                              |   | R..... |
| 59.  | Labour per hour on Sundays and Holidays   |   | R..... |
| 60.  | Traveling distance per kilometer  |   | R..... |
| 61.. | <b>SUB-TOTAL (excluding VAT):</b>   |   | R..... |
| 62.  | <b>VAT</b>  |   | R..... |
| 62.  | <b>Grand Total Tender Bid Price (including VAT):</b>  |   | R..... |

# EMALAHLENI LOCAL MUNICIPALITY



## APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, INSTALLATION, SUPPORT, AND MAINTENANCE OF LOCAL AREA NETWORK FOR THREE YEARS (36 MONTHS)

### SCOPE OF WORK

## DESCRIPTIONS OF WORKS

### 1. INTRODUCTION

Emalahleni Local Municipality is looking for a reputable, knowledgeable, and experienced service provider who will partner with the municipality to supply LAN components and perform a complete network LAN and WIFI refresh, inclusive of wired and wireless technologies. The purpose of this request is to appoint a reputable service provider for the upgrade of the Infrastructure for the Local Area Network.

In today's fast-paced business environment, an efficient and reliable Local Area Network (LAN) is essential to support the growing demands of data, applications, and communications within our municipality. As technology continues to advance, an upgrade to our current LAN infrastructure has become a priority to enhance performance, security, and scalability.

The municipality aims to revamp and modernize existing LAN infrastructure with state-of-the-art networking solutions. By leveraging cutting-edge technologies, we seek to improve network speed, reduce latency, enhance data transfer rates, and bolster network security. This project will encompass an overall optimization of the network topology to accommodate current and future network demands. By implementing cutting-edge technologies at the sites, enhancing security measures, and ensuring scalability and high availability, this project will enable a robust and efficient LAN environment.

### 2. BACKGROUND:

The current municipal network infrastructure consists of 21 satellite offices in various locations including libraries and water treatment plant. Not all offices are connected using the SDWAN, some are connected internally with multimode & single mode fibre with a single entry/exit point for network traffic. With the evolving technology the municipality would like to expand its current network to cater for all its offices.

The municipality currently have an amalgamation of Aruba and HP switches, which is the standard as the municipality, in the main office there are 21 HP/Aruba POE switches 18 of them are 48 port(1Gbps) and 3 are 24 ports (1Gbps). The satellite offices in total have a combination of Aruba/HP none POE and other brands like TP link (POE) none managed switches which needs replacement. There are 9 Aruba network access points in the main building.

The service provider must be able to extend the service to additional switch installation, configuration and support as well as additional network security ad hoc requests as part of its service rendering

### **3. SCOPE OF WORK**

The purpose of the refresh is to build a highly available, agile, scalable, and secure network architecture, capable of supporting existing and emerging technologies. These include but are not limited to multi-LAN high availability, mobility, voice-data-video convergence

The service provider must provide support and maintenance for network infrastructure services and solutions for a period of three (3) years, as well as warranty. The successful service provider will be involved in the physical deployment/ redeployment/ replacement of new/existing WAN, LAN, and WIFI equipment and network monitoring software.

The service provider is required to supply the below services for new installations or repairs/replacement and maintenance:

- Network cabling including data and access points.
- Testing of cabling and supply of relevant test protocols.
- Installation of network cabinets including patch and brush panels
- Installation, configurations, and monitoring of agreed-on standard switches and routers.
- This includes the stacking of switches where required. Basic troubleshooting of LAN equipment if required.

The LAN infrastructure will be capable of operating within the specified temperature range of 0°C to 35°C to ensure reliable performance under varying environmental conditions.

The networking equipment must comply with energy efficiency standards, to minimize power consumption and promote environmental sustainability. Adequate ventilation and cooling measures to be provided in network closets to prevent overheating of network devices.

#### **3.1 SWITCH FEATURES**

- The switch should provide enough ports.
- Excellent network speed throughput
- Static routing (IPv4/IPv6)
- Security with ACL
- QoS with ACL and for VOIP
- CLI through Telnet/SSH
- Dual image
- Time-based PoE and port operation
- Guest VLAN
- Stacking Capability as and when required
- GUI Management

#### **Switching Infrastructure:**

- Enterprise-grade Ethernet switches from reputable vendors with at least 48 Gigabit Ethernet ports and multiple 10 Gigabit uplink ports with a mix of copper 1Gig up to 10 GB and Fibre with 1 GB to 25GB
- One Terabit stacking bandwidth to manage high density stacking and backplane switching of min of 10GB.
- Use of 90Watts density for PoE to APs and other PoE enabled devices that is currently at site like the VOIP phones etc.
- X86 CPU with min 8-GB memory.
- Redundant power supplies and redundant fans for switches to ensure high availability.
- Rack-mountable chassis to accommodate standard data centre racks.
- Network cables, SFP (Small Form-factor Pluggable) modules, and other accessories as needed.

#### **3.2 WIRELESS FEATURES**

- The wireless management devices must be centrally managed.
- Roaming between the Access Points
- Support VOIP technology over a wireless network

- High availability of wireless controllers
- AP Central Management
- Quality of service to manage the traffic of wireless clients.

#### **Wi-Fi Infrastructure:**

- IEEE 802.11ac (Wi-Fi 6) access points with multiple spatial streams and beamforming capabilities.
- PoE-capable switches or PoE injectors for powering Wi-Fi access points over Ethernet cables.
- Mounting brackets and hardware for securing access points to ceilings or walls.
- Wireless LAN controllers for centralized management and configuration of WiFi network.

### **3.3 CABLING INFRASTRUCTURE:**

- Category 6A (or higher) UTP copper cables with 4-pair twisted conductors, rated for outdoor and indoor installations as required.
- Patch panels for termination and organization of Ethernet connections.
- Where needed Cable management panels and racks for proper cable routing and organization.
- Vendor to provide diagnostics of new cables with cable testing tools to validate cabling integrity and performance

### **3.4 SOFTWARE PERFORMANCE REQUIREMENTS**

#### **Network Operating System:**

- Ensure switches are equipped with the latest stable and secure firmware or operating system from the respective vendor.
- Configure VLANs, Spanning Tree Protocol (STP), and link aggregation for optimal network performance and redundancy.
- Implement QoS settings to prioritize network traffic and ensure high-priority applications receive appropriate bandwidth.
- Policy managed through for a NAC solution, also as an advantage it will be good for cloud monitoring ability

#### **Wireless Network Management:**

- Utilize the latest version of wireless LAN controller software for centralized configuration, monitoring, and management of Wi-Fi access points.
- Configure wireless security settings, including WPA3 encryption and 802.11X authentication.
- Set up appropriate Wi-Fi channels and transmit power levels to avoid interference and optimize coverage.

#### **Scalability Requirements**

The upgraded LAN will provide reliable connectivity, accommodating current and future networking needs for the organization's continued growth and success.