

# EMALAHLENI LOCAL MUNICIPALITY



**PROJECT NO: ELM 07/2025**

**BID PROPOSAL FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE  
PROVISION OF ACCESS POINT NAME (APN) SOLUTION FOR THREE YEARS  
(36 MONTHS)**

## **TENDER DOCUMENT**

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

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

EMPLOYER:	QUERIES:	QUERIES:
<b>Emalahleni Local Municipality</b> P.O Box 3 Witbank 1035 <b>Municipal Manager</b> Tel No.: +27 (13) 690 6911 Fax No.: +27 (13) 690 6207 E-mail: <a href="mailto:maiselahs@emalahleni.gov.za">maiselahs@emalahleni.gov.za</a>	<b>Supply Chain Management</b> Ms. Z. Moroku Tel No.: +27 (13) 690 6497 E-mail: <a href="mailto:masangonz@emalahleni.gov.za">masangonz@emalahleni.gov.za</a>	<b>Technical Services Department</b> Ms. K Kubyana Tel No.: 013 690 6271 E-mail: <a href="mailto:kubyanamkm@emalahleni.gov.za">kubyanamkm@emalahleni.gov.za</a>

**Tender Closing Date:** 11h00 on Wednesday, 04 December 2024

# EMALAHLENI LOCAL MUNICIPALITY



## **BID PROPOSAL FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF ACCESS POINT NAME (APN) SOLUTION FOR THREE YEARS (36 MONTHS)**

### **CONTENTS**

#### **THE TENDER**

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

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

##### **Part T2: Returnable Documents**

- T2.1 List of returnable documents

#### **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



## **BID PROPOSAL FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF ACCESS POINT NAME (APN) SOLUTION 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



## BID PROPOSAL FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF ACCESS POINT NAME (APN) SOLUTION FOR THREE YEARS (36 MONTHS)

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

Emalahleni Local Municipality invites tenders from suitably qualified service providers for **bid proposal for the appointment of service provider for the provision of Access Point Name (APN) solution 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) . A **Non-Compulsory** briefing will be held on Wednesday, **13 November 2024** at **11:00** at the Banquet Hall of Emalahleni Local Municipality, 29 Mandela street, 1035. Any technical and administrative enquiries relating to the tender document may be directed to Ms. K. Kubyana at 013 690 6271 during working hours or e-mails may be sent to [kubyanamkm@emalahleni.gov.za](mailto:kubyanamkm@emalahleni.gov.za). Supply Chain Management Office may also be contacted on (013) 690 6483/6497/6484 or on [masangonz@emalahleni.gov.za](mailto:masangonz@emalahleni.gov.za).

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 bid proposal for the appointment of service provider for the provision of Access Point Name (APN) solution 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 04 December 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.

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: Emalahleni Local Municipality 29 Mandela Street, Emalahleni, 1035				
2.	Tender Documents				
	<p><b>Tendering Procedures</b> Tender notice and invitation to tender Tender data</p> <p><b>Returnable Documents</b> List of Returnable Documents</p> <p><b>The Contract</b> <b>Agreements and Contract data</b> Forms of Offer and Acceptance Contract Data</p> <p><b>Pricing Data</b> Pricing Instruction Bill of Quantities</p> <p><b>Terms of Reference</b> Terms of Reference</p> <p><b>Additional Relevant Documents</b> 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; vertical-align: top;"> <p><b><u>Accounting Officer:</u></b> 29 Mandela Street, Emalahleni, 1035 Tel: at 013 690 6911</p> </td><td style="width: 33%; padding: 5px; vertical-align: top;"> <p><b><u>Procurement Enquiries.</u></b> Supply Chain Unit 29 Mandela Street, Emalahleni, 1035 013 690 6483/6484/6497 <a href="mailto:masangonz@emalahleni.gov.za">masangonz@emalahleni.gov.za</a></p> </td><td style="width: 33%; padding: 5px; vertical-align: top;"> <p><b><u>Technical Enquiries.</u></b> K. Kubyana/B. Nyundu 29 Mandela Street, Emalahleni, 1035 Tel: at 013 690 6271/6409 <a href="mailto:nyundub@emalahleni.gov.za">nyundub@emalahleni.gov.za</a>/ <a href="mailto:kubyanamkm@emalahleni.gov.za">kubyanamkm@emalahleni.gov.za</a></p> </td></tr> </table>		<p><b><u>Accounting Officer:</u></b> 29 Mandela Street, Emalahleni, 1035 Tel: at 013 690 6911</p>	<p><b><u>Procurement Enquiries.</u></b> Supply Chain Unit 29 Mandela Street, Emalahleni, 1035 013 690 6483/6484/6497 <a href="mailto:masangonz@emalahleni.gov.za">masangonz@emalahleni.gov.za</a></p>	<p><b><u>Technical Enquiries.</u></b> K. Kubyana/B. Nyundu 29 Mandela Street, Emalahleni, 1035 Tel: at 013 690 6271/6409 <a href="mailto:nyundub@emalahleni.gov.za">nyundub@emalahleni.gov.za</a>/ <a href="mailto:kubyanamkm@emalahleni.gov.za">kubyanamkm@emalahleni.gov.za</a></p>
<p><b><u>Accounting Officer:</u></b> 29 Mandela Street, Emalahleni, 1035 Tel: at 013 690 6911</p>	<p><b><u>Procurement Enquiries.</u></b> Supply Chain Unit 29 Mandela Street, Emalahleni, 1035 013 690 6483/6484/6497 <a href="mailto:masangonz@emalahleni.gov.za">masangonz@emalahleni.gov.za</a></p>	<p><b><u>Technical Enquiries.</u></b> K. Kubyana/B. Nyundu 29 Mandela Street, Emalahleni, 1035 Tel: at 013 690 6271/6409 <a href="mailto:nyundub@emalahleni.gov.za">nyundub@emalahleni.gov.za</a>/ <a href="mailto:kubyanamkm@emalahleni.gov.za">kubyanamkm@emalahleni.gov.za</a></p>			
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.				
6.2	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>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	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.
6.4	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,
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>• Bidders who have an ICASA letter</li> </ul>
8	<p style="text-align: center;"><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 style="text-align: center;"><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 includes but not limited to, company registration document, qualifications of key personnel, compulsory returnables, reference letters &amp; testimonials for review and certification by its Commissioner of Oath.</b></p>
10.1	<p style="text-align: center;"><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 style="text-align: center;"><b>Clarification Meeting</b></p> <p><b>Non-Compulsory</b> briefing will be held on Wednesday, <b>13 November 2024</b> at <b>11:00</b> at the Banquet Hall of Emalahleni Local Municipality, 29 Mandela street, 1035</p>
11	<p style="text-align: center;"><b>Submitting tender offer:</b></p>
11.1	No Tender document will be considered unless submitted on Council's Official Tender Document

	<b>document submitted”</b> the Tenderer must state reference page numbers in the submitted tender.
<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>ELM 07/2025: REQUEST FOR PROPOSAL FOR PROVISION OF ACCESS POINT NAME (APN) SOLUTION FOR THREE YEARS (36 MONTHS)</b></p> <p><b>Location of tender Box:</b>  <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>  Closing Date: <b>04 December 2024</b>  Location: <b>Emalahleni Local Municipality  Civic Centre  29 Mandela Street, Emalahleni,  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 style="text-align: center;"><b>Pricing the tender</b></p> <p>State the rates and prices in Rand</p>
<b>14.</b>	<p style="text-align: center;"><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 style="text-align: center;"><b>Alternative tender offer.</b></p> <p><b>No</b> alternative tender offers will be considered or accepted.</p>



<b>16</b>	<p style="text-align: center;"><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 style="text-align: center;"><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 (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; width: 60%;"> <tr> <td></td><td style="text-align: center;"><b>POINTS</b></td></tr> <tr> <td><b>PRICE</b></td><td style="text-align: center;"><b>80</b></td></tr> <tr> <td><b>SPECIFIC GOALS</b></td><td style="text-align: center;"><b>20</b></td></tr> <tr> <td><b>Total points for Price and Specific Goals</b></td><td style="text-align: center;"><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><b>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.</b></p> <p><b>19.1 The following steps will be followed in 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> <p><b>19.2 Functionality Criteria</b></p> <p>The procedure for the evaluation of responsive Bids will be on the functionality criteria.</p>								

20.

Tenders are adjudicated in terms of ELM Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.

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:

The company's tender responsiveness in relation to points is therefore summarized as follows:

**TOTAL**

**30**

**A FIRM MUST OBTAIN A MINIMUM OF 21 POINTS OUT OF THE 30 POINTS ABOVE TO BE CONSIDERED FOR PRICE AND FURTHER EVALUATION.**

**Technical Adjudication and General Criteria**

- Tenders will be adjudicated in terms of inter alia:
- Compliance with Tender conditions
- Technical specifications

If the Tenderer does not comply with the Tender Conditions, the Tenderer may be rejected. If technical specifications are not met, the Tender may also be rejected.

With regard to the above, certain actions or errors are unacceptable and warrants **REJECTION OF THE TENDER**, for example:

- A Tax Compliance letter with a unique PIN in terms of the electronic Tax Compliance Status (TCS) system from SARS has not been 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 unbinded 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 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.

For technical evaluation the Tenderer is expected to complete the form below, the proposal submitted must address the point a to dd. In the column “**Reference Sections and page number on the tender document submitted**” the Tenderer must state reference page numbers in the submitted tender document. This will be used to evaluate the proposed solution against the requirements.

<b><u>Appendix A – Technical Bid Response Sheet</u></b>					
<b>Completion of this technical response sheet by the bidder is compulsory. Bidder must comply each and every item of the requirements. Failure to complete and submit this technical bid response sheet as part of the bid submission shall lead to disqualification. This sheet will be used to evaluate the proposal to ensure that it meets the requirements of the employer.</b>					
	<b>Compliance Minimum Requirements</b>	<b>Reference Sections and page number on the tender document submitted</b>	<b>Compliance Indicator</b>		<b>FOR OFFICE USE ONLY Comments by the Bid Evaluation Committee and score</b>
			<b>Yes</b>	<b>No</b>	
a)	The bidder has submitted a proposal with a solution architecture detailing how the solution will work				
b)	The solution is flexible enough to allow for the ELM to add up to 10000 SIM cards.				
c)	The bidder has committed to providing a way of ensuring nation-wide data coverage.				
d)	The solution is a usage-based APN solution				
e)	The provision and activation of a SIM card must have a turnaround time of at most 48 hours				
f)	The service provider is also expected to allocate a service manager / account manager to handle all service related queries and escalations, with proper fault reporting procedures and escalation procedures.				
g)	The bidder has included a map to an interactive data coverage map that can be used to verify the coverage data provided. This will also be used in the future for planning.				
h)	The solution allows for different ranges of IP Addresses to be assigned to different sets of devices (laptops vs meters)				

i)	The backhaul data lines have dual diverse links with automatic failover configuration (HSRP or VRRP) to enable high availability configuration				
j)	The municipality is able to manage and control the usage and access requirements for all SIM cards, enabling and disabling access and usage as may be required from time to time, e.g. set a soft limit, disable SMS, voice-bearer services, access to certain networks, online services				
k)	The municipality must be able to set data usage limits per SIMcard.				
l)	The solution must be able to set data usage thresholds beyond which the Sim Card will not be able to use data and be able to warn the user when the thresholds are at different stages such as 50%, 80% and 100%				
m)	The solution must be able to enforce data usage thresholds, that is if 100%usage is reached, the device should stop using more data.				
n)	The solution should also be flexible to allow the municipality or the service provider to lift or set a different threshold per SIM Card				
o)	The bidder must ensure that the thresholds are functional and any usage of data beyond the threshold will be for the account of the service provider. For example, if the threshold is 10GB per SIM Card, the municipality will pay for up to 10GB usage of data for that SIM Card. Anything above, will be for the account of the service provider.				
p)	The solution provides a management tool to manage and monitor mobile data and SIM cards which provides for the following service at a minimum:				
	a) Provisioning of SIM cards on the APN				
	b) De-provisioning of SIM cards on the APN				
	c) Querying SIM card provisioning status				
	d) Individual and Aggregated SIM card Usage Reporting				
	e) Ability to view usage over time				
q)	The solution provides flexible reporting that goes beyond weekly/monthly usage reports but includes daily and/or user defined period reports				
r)	The solution must retain usage data for the duration of the contract in one form or another				
s)	The APN management tool allows for different levels of access from viewing to being able to update the				

	information on the database				
t)	All access to the public internet for the devices on the APN is to be restricted, where only connectivity to the APN shall be permitted.				
u)	The bidder shall provide a shared firewall for internet breakout at the service provider that can control access to the internet.				
v)	The bidder must submit an implementation project plan				
w)	The solution works with a Radius Server.				
x)	The solution must be secure and be protected against malicious intrusions				
y)	The solution must also provide for alerts / warnings whenever there are faults to the service provider's environment related to the provision of the service to the municipality via email.				
z)	The solution must also provide real time alerts and performance monitoring capability that will enable the municipality to have a view of what is happening to their environment at any time.				
	<b>TOTAL SCORE OBTAINED</b>				<b>OF 30</b>
	<b>PERCENTAGE</b>				<b>OF 100%</b>

<b>20.2</b>	<b>Size of enterprise and current workload</b> <ul style="list-style-type: none"> <li>▪ Evaluation of the Tenderer's position in terms of:</li> <li>✓ Current contractual obligations</li> </ul>
<b>20.3</b>	<b>Previous experience</b> <p>The tenderer shall list in the appropriate Forms the appropriate related projects undertaken by the tenderer within the last five (5) years.</p> <p>Evaluation of the Tenderer's position in terms of his/her previous experience. Emphasis will be placed on the following:</p> <ul style="list-style-type: none"> <li>▪ Experience of contracts of similar project</li> <li>▪ Service Provider to attach appointment letters <b>and</b> Testimonials from previous experience.</li> </ul>
<b>20.4</b>	<b>Financial ability to execute the contract</b> <p>Evaluation of the Tenderer's financial ability to execute the contract will <b>not</b> be considered.</p>

20.5	<b>Good standing with SA Revenue Services</b> <ul style="list-style-type: none"> <li>▪ Determine whether a valid tax clearance certificate has been submitted.</li> <li>▪ The Tenderer <b>must affix A Tax Compliance letter with a unique PIN in terms of the electronic Tax Compliance Status (TCS) system from SARS must be submitted.</b></li> </ul>
20.6	<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>
20.7	<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>
20.8	<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> <li>3 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.</li> </ol>

## EMALAHLENI LOCAL MUNICIPALITY



### **BID PROPOSAL FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF ACCESS POINT NAME (APN) SOLUTION 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 wilful 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	MBD 1 [PART A & B]
FORM B	COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES
FORM C	MBD 8 - DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM D	MBD 4 - DECLARATION OF INTEREST
FORM E	AUTHORITY OF SIGNATORY
FORM F	MBD 2 - DECLARATION OF GOOD STANDING REGARDING TAX
FORM G	CERTIFIED ID COPIES OF DIRECTORS
FORM H	MUNICIPAL UTILITY ACCOUNT
FORM I	MBD 6.1 - PREFERENCE SCHEDULE
FORM J	MBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION
FORM K	DECLARATION TENDERER'S LITIGATION HISTORY
FORM L	ICASA LETTER
RETURNABLES FOR EVALUATION PURPOSES	
FORM M	PROPOSED KEY PERSONNEL
FORM N	SCHEDULE OF PREVIOUS EXPERIENCE
FORM O	SCHEDULE OF CURRENT PROJECTS
FORM P	RECORD OF ADDENDA TO TENDER DOCUMENTS
FORM Q	TECHNICAL RESPONSE SHEET



# **COMPULSORY BID DOCUMENTS**

**PART A: INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF EMALAHLENI LOCAL MUNICIPALITY.</b>					
BID NUMBER:	07/2025	CLOSING DATE:	04 DECEMBER 2024	CLOSING TIME:	11:00
DESCRIPTION	<b>BID PROPOSAL FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF ACCESS POINT NAME (APN) SOLUTION FOR THREE YEARS (36 MONTHS)</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>EMALAHLENI LOCAL MUNICIPALITY</b>					
<b>CIVIC CENTRE, 29 MANDELA STREET,</b>					
<b>EMALAHLENI</b>					
<b>1035</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	SCM		CONTACT PERSON	Busisiwe Nyundu	
CONTACT PERSON	MS 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>				

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE</b>	
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.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
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
<b>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.</b>	

**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: \_\_\_\_\_ 07/2025 \_\_\_\_\_ {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>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<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 <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><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 <input type="checkbox"/>	No <input type="checkbox"/>



4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<b>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?</b>	Yes <input type="checkbox"/>	No <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 <input type="checkbox"/>	No <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 .....

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 CAPITALS)

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: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... 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 ID COPIES OF THE DIRECTORS**

**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

\_\_\_\_\_

UTILITY ACCOUNT NUMBER	NAME OF MUNICIPALITY	NAME OF OWNER

**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
<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>

- 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	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.	2.5 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**

**FORM N: SCHEDULE OF PREVIOUS EXPERIENCE**

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.**

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

**FORM O: SCHEDULE OF CURRENT PROJECTS**

Provide the following information on current projects

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

Description	Value (R) VAT excluded	Appointment Date	Expected Completion Date	Reference		
				Name	Organisation	Tel no



FORM P: 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



**FORM Q: TECHNICAL BID RESPONSE SHEET**

**Appendix A – Technical Bid Response Sheet**

Completion of this technical response sheet by the bidder is compulsory. Bidder must comply each and every item of the requirements. Failure to complete and submit this technical bid response sheet as part of the bid submission shall lead to disqualification. This sheet will be used to evaluate the proposal to ensure that it meets the requirements of the employer.

	Compliance Minimum Requirements	Reference Sections and page number on the tender document submitted	Compliance Indicator		FOR OFFICE USE ONLY Comments by the Bid Evaluation Committee and score
			Yes	No	
a)	The bidder has submitted a proposal with a solution architecture detailing how the solution will work				
b)	The solution is flexible enough to allow for the ELM to add up to 10000 SIM cards.				
c)	The bidder has committed to providing a way of ensuring nation-wide data coverage.				
d)	The solution is a usage-based APN solution				
e)	The provision and activation of a SIM card must have a turnaround time of at most 48 hours				
f)	The service provider is also expected to allocate a service manager / account manager to handle all service related queries and escalations, with proper fault reporting procedures and escalation procedures.				
g)	The bidder has included a map to an interactive data coverage map that can be used to verify the coverage data provided. This will also be used in the future for planning.				
h)	The solution allows for different ranges of IP Addresses to be assigned to different sets of devices (laptops vs meters)				
i)	The backhaul data lines have dual diverse links with automatic failover configuration (HSRP or VRRP) to enable high availability configuration				
j)	The municipality is able to manage and control the usage and access requirements for all SIM cards, enabling and disabling access and usage as may be required from time to time, e.g. set a soft limit,				



**BID PROPOSAL FOR THE APPOINTMENT OF SERVICE PROVIDER  
FOR THE PROVISION OF ACCESS POINT NAME (APN) SOLUTION  
FOR THREE YEARS (36 MONTHS)**

	disable SMS, voice-bearer services, access to certain networks, online services				
k)	The municipality must be able to set data usage limits per SIMcard.				
l)	The solution must be able to set data usage thresholds beyond which theSim Card will not be able to use data and be able to warn the user when the thresholds are at different stages such as 50%, 80% and 100%				
m)	The solution must be able to enforce data usage thresholds, that is if 100%usage is reached, the device should stop using more data.				
n)	The solution should also be flexible to allow the municipality or the service provider to lift or set a different threshold per SIM Card				
o)	The bidder must ensure that the thresholds are functional and any usage of data beyond the threshold will be for the account of the service provider. For example, if the threshold is 10GB per SIM Card, the municipality will pay for up to 10GB usage of data for that SIM Card. Anything above, will be for the account of the service provider.				
p)	The solution provides a management tool to manage and monitor mobiledata and SIM cards which provides for the following service at a minimum:				
q)	a) Provisioning of SIM cards on the APN				
	b) De-provisioning of SIM cards on the APN				
	c) Querying SIM card provisioning status				
	d) Individual and Aggregated SIM card Usage Reporting				
	e) Ability to view usage over time				
r)	The solution provides flexible reporting that goes beyond weekly/monthlyusage reports but includes daily and/or user defined period reports				
s)	The solution must retain usage data for the duration of the contract in one form or another				
t)	The APN management tool allows for different levels of access from viewing to being able to update the information on the database				
u)	All access to the public internet for the devices on the APN is to berestricted, where only connectivity to the APN shall be permitted. The bidder shall provide a shared firewall for				



**BID PROPOSAL FOR THE APPOINTMENT OF SERVICE PROVIDER  
FOR THE PROVISION OF ACCESS POINT NAME (APN) SOLUTION  
FOR THREE YEARS (36 MONTHS)**

	internet breakout at the serviceprovider that can control access to the internet.				
v)	The bidder must submit an implementation project plan				
w)	The solution works with a Radius Server.				
x)	The solution must be secure and be protected against malicious intrusions				
y)	The solution must also provide for alerts / warnings whenever there are faults to the service provider's environment related to the provision of the service to the municipality via email.				
z)	The solution must also provide real time alerts and performance monitoring capability that will enable the municipality to have a view of what is happening to their environment at any time.				
	<b>TOTAL SCORE OBTAINED</b>			<b>OF 30</b>	
	<b>PERCENTAGE</b>			<b>OF 100%</b>	

**The response will be evaluated out of thirty (30), the minimum expected score for further evaluation should be above twenty-one (21). Any bidder that scores below twenty-two will not be further evaluated for pricing.**

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





# EMALAHLENI LOCAL MUNICIPALITY



## BID PROPOSAL FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF ACCESS POINT NAME (APN) SOLUTION 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

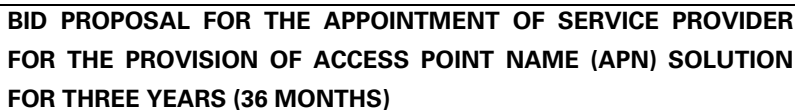


### AGREEMENTS AND CONTRACT DATA

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

C1.1 Form of Offer and Acceptance

C1.2 Contract Data



## FORM 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:

**BID PROPOSAL FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF ACCESS POINT NAME (APN) SOLUTION 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 &amp; 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

Subject

Details

2

Subject

Details

3

Subject

Details

4

Subject

Details

5

Subject

Details

6

Subject

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.



**BID PROPOSAL FOR THE APPOINTMENT OF SERVICE PROVIDER  
FOR THE PROVISION OF ACCESS POINT NAME (APN) SOLUTION  
FOR THREE YEARS (36 MONTHS)**

**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 \_\_\_\_\_



**BID PROPOSAL FOR THE APPOINTMENT OF SERVICE PROVIDER  
FOR THE PROVISION OF ACCESS POINT NAME (APN) SOLUTION  
FOR THREE YEARS (36 MONTHS)**

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**

	<b>Data</b>
<b>1</b>	<p>The Name of the Employer is <b>Emalahleni Local Municipality</b></p> <p>The address of the Employer is: Civic Centre, 29 Mandela Street, Emalahleni, 1035</p> <p>P O Box 3 Emalahleni 1035</p> <p>Telephone: (013) 690 6409 Email : nyundubg@emalahleni.gov.za</p>
<b>2</b>	The Project is for the appointment a of service provider for proposal for provision of Access Point Name (APN) solution for three years (36 months)
<b>3</b>	The Period of Performance is as per signed letter of appointment and service level agreement.
<b>4</b>	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.
<b>5</b>	The Service provision shall be completed as per letter of appointment.
<b>6</b>	The Service Provider shall provide the Public Liability Insurance for a cover to be negotiated with the Client (If applicable)
<b>7</b>	The client shall not be responsible for any overtime worked or overtime payments made to the personnel of the Service Provider.
<b>8</b>	Copyright of document prepared for the project shall be vested with the Emalahleni Local Municipality
<b>9</b>	Service Providers will be paid in accordance with the Emalahleni Local Municipality Supply Chain Management Policy.
<b>10</b>	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 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.



**BID PROPOSAL FOR THE APPOINTMENT OF SERVICE PROVIDER  
FOR THE PROVISION OF ACCESS POINT NAME (APN) SOLUTION  
FOR THREE YEARS (36 MONTHS)**

**BILL OF QUANTITIES**

**BID PROPOSAL FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF ACCESS POINT NAME (APN) SOLUTION FOR THREE YEARS (36 MONTHS)**

**BILL OF QUANTITIES**

**1 APPENDIX B: PRICING SCHEDULE (Grand Total Tender Bid Price)**

<b>APPENDIX B : PRICING SCHEDULE</b>					
The completion of all pricing schedules is compulsory. Failure to complete the below will result in the bid being disqualified. All costs must be inclusive of VAT					
<b>No.</b>	<b>Description of Primary Services</b>	<b>Quantity</b>	<b>Implementation / Once Off Costs including VAT [A]</b>	<b>Monthly Costs or Unit Cost s including VAT [B]</b>	<b>Total costs over 36months including VAT[C]</b>
1.	Corporate APN Solution – Usage Based – including all implementation costs	1	R.....	R.....	R.....
2.	SIM Card Costs (Cost per SIM Card)	500		R..... .....	R.....
4.	APN Data Manager for 500 SIM Cards	1	R.....	R.....	R.....
5.	Internet Breakout <ul style="list-style-type: none"> <li>a. Standard Reporting</li> <li>b. Network Management Office Hours</li> <li>c. At least 2 Static IP</li> <li>d. Shared Firewall</li> </ul>		R.....	R.....	R.....



**BID PROPOSAL FOR THE APPOINTMENT OF SERVICE PROVIDER  
FOR THE PROVISION OF ACCESS POINT NAME (APN) SOLUTION  
FOR THREE YEARS (36 MONTHS)**

<b>No.</b>	<b>Description of Primary Services</b>	<b>Quantity</b>	<b>Implementation / Once Off Costs including VAT [A]</b>	<b>Monthly Costs or Unit Cost s including VAT [B]</b>	<b>Total costs over 36months including VAT[C]</b>
6.	Provision of Routers (as-and-when required) a) 1 Router	1	R.....		
7.	Support and Maintenance	1		R.....	R.....
8.	Sub-Totals:		R.....	** R.....	R.....
9.	Grand Total Tender Bid Price:*[SUB TOTALS: A + C]		R.....		

\* The Grand Total Tender Bid Price must be in full and complete for the proposed solution, it also the price which will be used for adjudication.  
\*\* Monthly costs provide an indication of invoice amounts per month



**EMALAHLENI LOCAL MUNICIPALITY**



**BID PROPOSAL FOR THE APPOINTMENT OF SERVICE PROVIDER FOR  
THE PROVISION OF ACCESS POINT NAME (APN) SOLUTION FOR  
THREE YEARS (36 MONTHS)**

**SCOPE OF WORK**

**DESCRIPTIONS OF WORKS**

**1 INTRODUCTION**

- 1.1 Emalahleni Local Municipality (ELM) seeks to procure an Access Point Name (APN) solution on a fluctuating consumption basis to cater for up to 1000 connected devices. ELM currently has around 300 devices that have SIM cards and use the current APN solution. This is made up of machine-to-machine devices (M2Ms), 50 phones and around 300 laptops.
- 1.2 The new solution should be flexible and be able to provide for between 100 (one hundred) and 1000 (one thousand) connected devices (laptops and M2Ms) subject to ELM's operation.
- 1.3 The solution required must provide mobile internet connectivity through the GSM network or any other available technology across municipal jurisdiction. The data coverage should be at least 3G-equivalent or better.
- 1.4 ELM therefore invites Network Service Providers with ICASA's Individual Electronic Communication Network Services (I-ECNS) or Electronic Communication Services (ECS). Whereas the specification is based on a GSM network, other supplementary communication technologies for example radio, satellite or a combination of technologies, will be considered especially in areas where the data coverage of GSM is below 3G or non-existent.

**2 BACKGROUND INFORMATION**

Emalahleni Local Municipality is a category B municipality in the Nkangala District Municipality. The success of the municipality depends on the effectiveness of governance structures and processes. The municipality had a rapid growth development, and the demand for municipal services also grew exponentially and this poses a challenge in providing municipal services.



ELM is an authorized electrical energy distributor as licensed by NERSA, this has necessitated the deployment of technology that manages the electrical infrastructure remotely. Not only is ELM recognized as the electrical energy distributor the municipality is also a Water Service Provider according to Water Service Act number 108 of 1997 and is appointed as Water Service Authority by the Provincial Department of Water and Sanitation.

Technology is playing a critical role in shaping the future of the energy, water, and sanitation sectors. From the development of smart grids to the use of renewable energy sources and energy storage technologies, technology is enabling the industry to become more efficient, reliable and sustainable.

The municipality recognizes the value in investing in its workforce through the provisioning of tools of trade to enhance service delivery. In applying the scope of work as outlined below, it is expected of the service provider(s) to render services that are commensurate with the highest expectations of professionals in the industry and to ensure that all legislative requirements are met.

The intent of this is that the responder shall provide a complete, end-to-end, solution for the proposed solution. The bidder shall provide any necessary design, planning, installation, network analysis, training and post-installation support for the project.

- 2.1 The Emalahleni Local Municipality has been using two service providers for the M2M services and another one for the employee APN. Only employee laptops are connected to the Emalahleni Local Municipality's back-end systems via a private Access Point Name (APN) when they are in the field.
- 2.2 The Emalahleni Local Municipality requires a usage based APN solution for a period of 36 months. The contract must also allow the addition of more SIM cards to accommodate more M2MS when they arrive or the addition of more laptops to the network. ELM must be able to adjust the number of connected devices during the contractual period without incurring any financial penalties or functionality losses.
- 2.3 The ELM has invested extensively in ICT technologies, which provide a platform to effectively support and enable its business processes and to meet its goals. ELM's ICT Department intends to continue running a highly efficient, secure and stable ICT environment making full use of industry standards, best practices and disciplines based upon stable, secure and reliable technologies.

### **3 TECHNICAL SPECIFICATIONS**

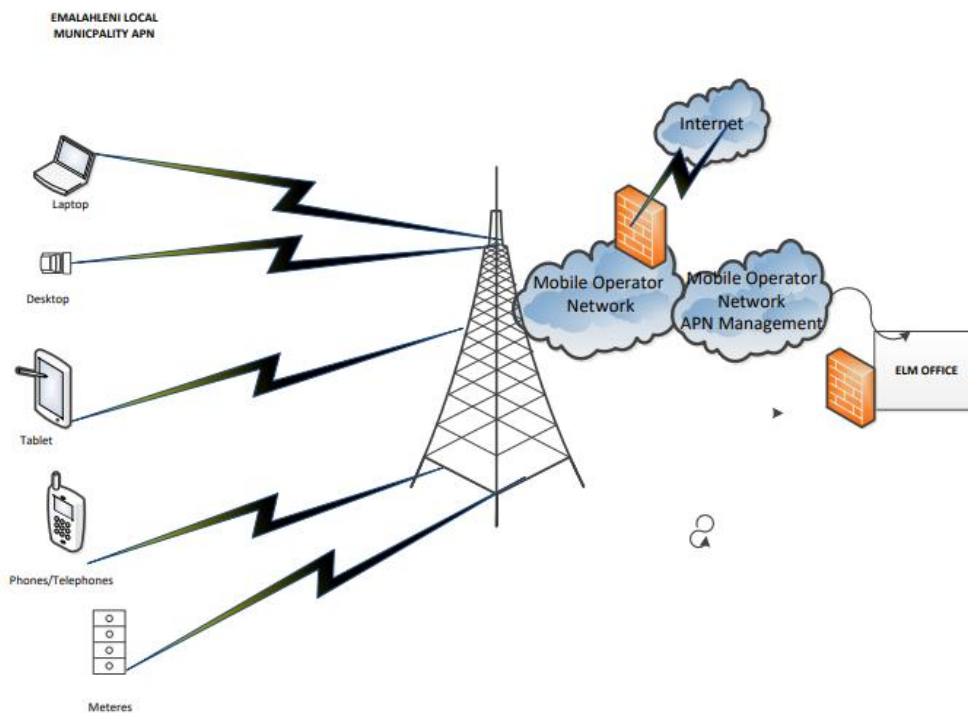
- 3.1 It must be noted that the technical specifications below are the minimum requirements; the only deviation that may be accepted will be in cases where the bidder's specification is better. Anything below the specification will be disqualified.



- 3.2 Emalahleni Local Municipality seeks to acquire an Access Point Name (APN) solution to securely connect the M2Ms and laptops to the ELM's network. The solution must cater for up to 1000 connected devices. The contract will be on a consumption basis. The bidder must cost their solution on a 500 GB total consumption per month for all the SIM cards. The bidder is also required to provide data bundle rates as part of the submission. ELM reserves the right to select either of the two models in the final contract determination. For bundle rates, the municipality would prefer a bidder who can provide unlimited bundles.
- 3.3 The data coverage must be extensive allowing ELM to provide services everywhere in the country. Where the data coverage is poor, it is expected that the service provider will provide alternative connectivity mechanisms.
- 3.4 The required APN services and solution should provide for the following:
- 3.4.1 A private APN facility to provide the Emalahleni Local Municipality with 3G-or-up connectivity for between 100 (one hundred) – 1000 (one thousand) devices.
  - 3.4.2 An online APN Management solution and platform to manage the SIM cards (provision new SIM cards, check or restrict data usage, suspend or un-suspend a SIM card etc.) and draw usage reports per SIM card or collective period reports. The APN management solution must be responsive and have up to date information in regards to SIM cards data usage. The solution must also allow for different levels of access from viewing to being able to update the information on the database.
  - 3.4.3 Internet Break-out at the service provider with a shared firewall to manage access to the internet. ELM would like to control which Internet sites the users will have access to using this channel. However, ELM reserves the right not to utilize this facility and break out at its own data center during certain periods
  - 3.4.4 The service provider to provide alternative connectivity mechanisms where their network is lower than 3G when needed ranging from roaming on other networks to providing signal boosters and/or other temporary connectivity solutions
  - 3.4.5 Ability to configure different blocks of IP Addresses for different groups of equipment.
- 3.5 The APN solution must include routers or any other equipment required to provide a complete solution and connectivity via dedicated connectivity of a minimum of 20 Mbps.
- 3.6 The solution must include support and maintenance (including software update assurance, hardware warranties, patching and upgrades) over the duration of the contract, which must cover all aspects of the solution including all hardware

and software delivered and implemented. However, the Emalahleni Local Municipality reserves the right to procure the routers outside of this contract. It will be required of the service provider to manage the routers on behalf of the Emalahleni Local Municipality if it decides to procure the routers outside of this contract.

- 3.7 The applications on the VMD use web services (https) to access the back-end services. Users of laptops access the internet, email and Munsoft on the main. Users should also be able to use VoIP telephone system from their devices. There are also other utilities such as Operating System Patches, Virus Definitions and other security services that will traverse the network. The VMDs are also being managed via a M2M solution over the APN.
- 3.8 The solution must also provide real time alerts and performance monitoring capability that will enable the Emalahleni Local Municipality to have a view of what is happening to their environment at any time. The Emalahleni Local Municipality should also be able to draw reports from the capability.
- 3.9 The diagram below shows a high level solution requirement:



**Figure 1 High-Level Requirement**

- 3.10 Figure 1 above shows ELM employees and electoral staff members being able to access ELM network via an Access Point Name (APN) solution provided by the service provider. The service provider also provides an APN Management solution to manage the SIM cards on the APN.





- 3.11 The complete solution must ensure that ELM remote field workers can access ELM's network securely from anywhere and anytime.
- 3.12 Emalahleni Local Municipality seeks to partner with a fully licensed and reputable carrier with its own network, adequately skilled and knowledgeable, with the necessary experience to assist the ELM to execute on its mandate of running free and fair elections during the contract period.
- 3.13 The proposal must include implementation services, monitoring, support and maintenance.
- 3.14 The service provider is also expected to allocate a service manager / account manager to handle all service related queries and escalations, with proper fault reporting procedures and escalation procedures especially during the heightened activity period of a major election (approximately 12 months before and up to and including election day and about 10 days after results announcement).

### **3.15 Quantity Requirement**

- 3.15.1 The required quantities can be summarized as follows – the solution must cater for the required quantities, however for tender adjudication purposes the adjudication quantities will be used:

<b>Summary Bill of Material</b>		
	<b>Requirements</b>	<b>Adjudication Quantities</b>
1.	SIM cards to be procured. A range of  between 100 and 1000 is required	500 for adjudication
2.	SIM card Usage	Data usage billing must be on a consumption basis For purposes of competitive bidding and maximum contract value determination, bidders should quote a total usage of 500GB per month from all the SIM Cards. If a bidder has the unlimited data option, the bidder must give both.



**BID PROPOSAL FOR THE APPOINTMENT OF SERVICE PROVIDER  
FOR THE PROVISION OF ACCESS POINT NAME (APN) SOLUTION  
FOR THREE YEARS (36 MONTHS)**

3.	Contract Period	36 months
5.	APN Management and Monitoring Solution	36 months
6.	Breakout to the Internet at the Service Provider	20 Mbps
7.	Radius Server	To be provided and configured by the Emalahleni Local Municipality. The APN solution must be able to enable some devices to access the Radius server while other devices will not have such access.
8.	Ability to run vulnerability assessments in the private APN	Yes
10.	Data Coverage	The target of 100% at least 95% 3G coverage or equivalent and up. Plan to provide for the data coverage gaps using alternative connectivity mechanisms or network expansion
11.	Solution Availability	99.99% availability period

3.15.2 LM seeks a contract that is flexible enough to accommodate the seasonal nature of its business. The ELM should be able to adjust the numbers as the business dictates.



### **3.16 Solution Features and Capabilities**

**The solution should include the following features and capabilities:**

3.16.1 The data coverage of the APN must be extensive and nationwide including outlying areas, preference will be given to solutions that can provide wall-to-wall data coverage of at least 95% of the voting station population provided in Appendix E.

3.16.2 For purposes of assessment a geographic positioning is of the municipality should be utilized and bidders must indicate if they will be able to provide connectivity. It is required of the bidder to overlay their data coverage over the geographical area to see where the gaps are. Bidder is to indicate

- None – if there is no data coverage in the area
- Partial – If the data coverage is below 3G or is not always available
- Under Investigation – Bidder is uncertain whether there is data coverage or no data coverage in the area
- Good – if the data coverage is good in the area

**Bidder is allowed to add a watermark to the document when generating the PDF. Preference will be given to the bidder with the highest and broadest data coverage.**

3.16.3 The bidder must include as part of the solution, access to the data coverage map (interactive map) which ELM can use to determine the network feasibility when new voting stations or campaign areas are being planned. The map will also be used to check the bidder's response. The bidder is to provide the link in Appendix B.

3.16.4 The bidder should describe the service structure and service levels available with the view of providing a 24/7 support service, the service level should include weekends and public holidays. The service structure must be submitted as part of the bid submission.

3.16.5 Awarding the bid to a successful bidder is subject to the bidder entering into a service level agreement (SLA) with ELM that will formalize and regulate the final deliverables and associated processes and procedures. The successful bidder will be expected supply the municipality with monthly reports that include the following at a minimum: uptime, utilization and performance against Service Level Targets. The successful bidder is expected to hold monthly contract performance meetings with Emalahleni Local Municipality. The bidder must submit as part of the bid an example SLA document.

3.16.6 The solution must be a consumption based solution where Emalahleni Local Municipality pays only for the data consumed during the reporting period.



- 3.16.7 ELM must be able to manage and control the usage and access requirements for all SIM cards on the APN, enabling and disabling access and usage as may be required from time to time, e.g. disable SMS, voice-bearer services, access to certain networks, online services, etc.
- 3.16.8 The solution must be able to set data usage thresholds beyond which the Sim Card will not be able to use data and be able to warn the user when the thresholds are at different stages such as 50%, 80%, and 100% are reached.
- 3.16.9 The solution must be able to enforce data usage thresholds, that is if 100% usage is reached, the device should stop using more data.
- 3.16.10 The solution should also be flexible to allow Emalahleni Local Municipality or the service provider to lift or set a different threshold per SIM Card.
- 3.16.11 The bidder must ensure that the thresholds are functional and any usage of data beyond the threshold will be for the account of the service provider. For example, if the threshold is 10GB per SIM Card, the municipality will pay for up to 10GB usage of data for that SIM Card. Anything above, will be for the account of the service provider.
- 3.16.12 The bidder must provide an APN Management tool that allows for different levels of access from viewing to being able to update the information on the database.
- 3.16.13 The solution must provide an APN management platform to manage and monitor mobile data and SIM cards which provides for the following services at a minimum:
- 3.16.13.1 The provisioning of SIM cards to the APN
  - 3.16.13.2 De-provisioning of SIM cards on the APN
  - 3.16.13.3 Querying SIM card provisioning status
  - 3.16.13.4 Individual and Aggregated SIM card Usage Reporting
  - 3.16.13.5 Ability to view usage over time and to date
- 3.16.14 The solution must provide flexible reporting that goes beyond weekly/monthly usage reports but includes daily and/or user defined period reports.
- 3.16.15 The solution must retain usage data for the duration of the contract in one form or another.
- 3.16.16 Each device will need to be provisioned on the APN and assigned a dynamic or static IP Address. The IP Address range for the M2Ms should be different from the IP Address range of the laptops as they will be subjected to different access rules. The laptops need to be authenticated on access to the network to ensure exclusive access to the provisioned SIM. The provision and activation of SIM cards must have a turnaround time of at



most 48 hours.

- 3.16.17 The APN must provide Over the Air Security for network services (GSM, GPRS/EDGE, UMTS, HSPA, LTE etc.). The bidder must also indicate how their network(s) and solution will be protected against threats such as GSM Grabbers, IMSI- catcher, etc.
- 3.16.18 All access to the public internet for the deployed devices is to be restricted, where only connectivity to the APN shall be permitted. APN data must not traverse the public network unprotected. ELM must be able to control access to the internet and other networks by providing rulesets to the shared firewall. The ELM is also able to access the shared firewall to retrieve reports.
- 3.16.19 The bidder must include an implementation project plan as part of the submission
- 3.16.20 The solution will connect to a Radius (Remote Authentication Dial-In User Service) Server provided by the Emalahleni Local Municipality and integrated into our on-premises Active Directory for approximately 300 users of laptops
- 3.16.21 The solution must be protected against malicious intrusions.
- 3.16.22 The bidder must provide high level network improvement plans for the different provinces during the duration of the contract

#### **4. Planning Assumptions**

The Emalahleni Local Municipality has made the following assumptions

- 4.1 The Emalahleni Local Municipality will provide technical resources for all ELM's designated work including setup and configuration of own systems and databases.
- 4.2 Wherever the need arises, the successful bidder shall do initial equipment configuration of operating systems and environmental-specific requirements.
- 4.3 The implementation of the services required must be completed within thirty (30) days from the date of signature of the contract.
- 4.4 The bidder's change control management process must be flexible enough to facilitate speedy deployment and resolution of problems without compromising management controls and security.



- 4.5 The recommended service provider shall provide all relevant details needed to ensure successful operations capability within the organization.
- 4.6 The successful bidder will be required to enter into a service-level agreement including a non-disclosure agreement.

## **5. General Tender Conditions**

The following standard bid conditions must be adhered to and complied with, failing of which the bid will be disqualified

- 5.1 Bidders must deposit bids in the Emalahleni Local Municipality Tender Box by not later than the stipulated closing date and time on the tender.
- 5.2 Bidders must submit a detailed APN solution proposal with solution architecture in accordance with the technical requirements. The solution architecture and description detail how the solution is going to work, integrate into the Emalahleni Local Municipality Network and be managed.
- 5.3 The bidder must provide at least five (5) contactable references of past services of a similar nature and scope that the bidder provided or was involved in. Reference details must include the following: customer name, contact person, contact details (telephone, email, physical address) and service description, value of services offered and size (bandwidth and number of connected devices) of the APN solution, per annum. Appendix D is also provided as guideline. Some other guideline definitions include:
  - 5.3.1 Service value defined in terms of indicative budget, personnel resources and duration.
  - 5.3.2 Similar services are APN Services.
  - 5.3.3 Similar scope of services refers to provision of private APN including management of SIM Cards on an APN
- 5.4 Preference will be given to bidders that have at least three-year's experience in providing APN services. The bidder must provide an indication in the form of a letter or a profile showing the numbers of years they have been providing APN Services.
- 5.5 Bidders must adhere to the delivery schedule in Section 10. Bidders must provide an implementation project plan to set up the APN as per this bid specification for use by the Emalahleni Local Municipality
- 5.6 The bidder must comply with all applicable statutory and regulatory requirements applicable in the telecommunications services industry
- 5.7 Bidders must provide a service plan/structure / Service Level Agreement example with call logging processes, service levels and escalation procedures. Bidders must also submit an example SLA.



- 5.8 Awarding of the bid to any successful bidder will be subject to the Municipality's due diligence audit requirements, where applicable.
- 5.9 The Municipality reserves the right and discretion to cancel and not award this bid based on any reason including operational or financial, likewise the Municipality reserves the right to reduce the scope and size of the service
- 5.10 By bidding on this tender the bidder warrants and agrees to all the terms and conditions of this tender specification.

## **6 Quality Control**

By bidding on this tender the bidder warrants and agrees to all the terms and conditions of this tender specification.

- 6.1 The successful bidder will have the primary responsibility of ensuring that the proposed solution and services comply with the required specifications in terms of functionality and technical specification including quantity and quality.
- 6.2 The proposed solution must be complete, fully functional and ready for deployment without dependencies on additional equipment, software or components that may be required to make it work if such additional requirements are not included in the bid.
- 6.3 It must be noted that the Municipality seeks to gain the best solution technically, functionally and financially, and will select the solution that it deems to give the best investment.
- 6.4 Upon the successful bid being accepted, the Municipality reserves the right to request an inspection of the successful bidder's facilities.
- 6.5 The successful bidder is primarily responsible for ensuring that quantity and quality are in accordance with the specifications.
- 6.6 The bidder must undertake and warrant that the proposed solution is in good condition and in line with bid specifications.
- 6.7 In addition, the Municipality may also call on bidders to make presentations and demonstrations of the proposed solution in order for the Municipality to ensure full compliance with all its requirements and as part of the auction evaluation process prior to the conclusion of the adjudication of the bid.

## **7 Pricing Requirements**

- 7.1 The bidder must populate and submit Appendix C including all sub-Appendices (C1, C2, C3, C4 and C5) The total tender bid price in Appendix C will be used for adjudication. The bidder is allowed any other additional line items for pricing



completeness in accordance with their solution. Failure to complete and submit Appendix C and its sub-Appendices will invalidate the bid. Bidder must clearly indicate on the sub-Appendix if the sub-Appendices is covered and included in another, it cannot be blank or not applicable unless it is clearly covered by in the pricing factors.

- 7.2 The total bid price must be firm for 90 days from the closing date and time of this tender and must be in South African Rand inclusive of VAT. Once awarded the prices will remain firm for the period of the contract
- 7.3 The bidder must complete and submit Appendix C1 to provide pricing flexibility for the core management and monitoring services with respect to capacity fluctuations linked to the number of connected devices from time to time.
- 7.4 The bidder must complete and submit Appendix C2 to provide pricing flexibility with respect to data usage based fluctuations.
- 7.5 The bidder must complete and submit Appendix C3 to provide initiation data bundle rates while the APN is being implemented. The Municipality would prefer a bidder that provides the same data bundle rates as the usage based rates being used for adjudication.
- 7.6 The bidder must complete and submit Appendix C4 to provide pricing flexibility with respect to fluctuations of bandwidth.
- 7.7 The bidder must complete and submit Appendix C5 to provide pricing flexibility with respect to fluctuations of bandwidth for the Internet Breakout data line.
- 7.8 The successful bidder may be allowed to do an inflation related adjustment in the second and third years. Such an adjustment must not exceed the rate of annual CPI as determined by Statistics South Africa in the anniversary month of the contract.
- 7.9 All costs associated with the supply of the services must be included in the total bid price.
- 7.10 The Municipality reserves the right to adjust costs by adjusting the quantities and/or excluding some cost factors.
- 7.11 The Municipality prefers an unlimited data usage, however for the purposes of the tender baseline quantities, bidders are to provide pricing for 500GB total usage per month.
- 7.12 The bid price placed on the submission must be the bidder's total bid price for delivering the solution as proposed. It must be inclusive of the once off implementation and APN solution costs over 24 months as per the aggregated bill for pricing
- 7.13 The monthly costs stipulated on Appendix C: Pricing Schedule below will be used for monthly payments to the successful bidder and must be completed and submitted. Failure to do so will invalidate the bid.





- 7.14 The Municipality will pay the service provider on a monthly basis based on submitted invoices.
- 7.15 The tender bid price must include the following:
  - 7.15.1 Hardware, Software and licensing cost;
  - 7.15.2 Solution delivery including implementation labour and professional services fees;
  - 7.15.3 Delivery costs to the municipality
  - 7.15.4 Minimum warranty costs – where applicable;
  - 7.15.5 Any Once off costs;
  - 7.15.6 Monthly Costs;
  - 7.15.7 Any maintenance cost – where applicable;
  - 7.15.8 Twenty-four (36) months contract;
  - 7.15.9 All applicable costs above should be included in the total bid price;
  - 7.15.10 Total bid price must be inclusive of VAT;
  - 7.15.11 If volume discounts are available, the bidder should indicate the breakdowns.

## **8 Special Requirements**

- 8.1 All physical appliances are to be fully assembled and loaded with the current recommended Operating Systems, all specified modules and patches installed before delivery.
- 8.2 The contract is a usage/consumption-based contract with the Municipality paying for services or data consumed monthly.

## **9 Supplier Performance**

- 9.1 Contracting of any service provider to render goods and/or services to the Municipality is subject to the fulfillment of the Municipality's due diligence audit requirements.
- 9.2 An essential component of the Municipality's due diligence audit requirements may involve site visits to potential suppliers/contractors as well as inspection of various key documents underpinning the establishment of the companies involved in bids of the Municipality. This also includes confirmation of capability and capacity requirements to execute the services specified in such bids.
- 9.3 Upon notification of the Municipality's intention to award a contract, the successful bidder may be required to enter into a service level agreement (SLA/contract) with



the Municipality.

- 9.4 The purpose of the SLA (if applicable other than what the Municipality's standard purchase orders provide for) is to fix performance criteria within the key requirements of this request for quotation, namely quantity, quality and delivery.
- 9.5 The SLA may contain elements such as supplier progress milestones, delivery schedules, quality checkpoints and invoicing procedures.
- 9.6 The Municipality reserves the right to reject any services delivered not conforming to the bid specification.

## **10 Delivery and Implementation Timeframe**

- 10.1 The successful bidder will be required to implement the APN solution within a (1 month) of receipt of the Purchase Order (PO).

## **11 Award of Order**

- 11.1 The adjudication process may include short-listing, presentation and demonstration of the solution and services by the short-listed finalists
- 11.2 The Municipality reserves the right to run a proof of concept (POC) with the leading bidder as part of adjudicating the bid before a final award is made.
- 11.3 The successful bidder will be required to enter into a Service Level Agreement (SLA/Contract) with the Municipality in order to formalize and confirm the exact solutions to be delivered.
- 11.4 The Municipality will enter into a formal contract or issue a formal purchase order before any services or equipment can be delivered

## **12 Duration**

- 12.1 The contract is for a period of thirty -six (36) months and may be extended at the sole discretion of the Municipality as may be deemed necessary

## **13 Briefing Session**

A **Non-Compulsory** briefing will be held on Wednesday, **13 November 2024** at **11:00** at the Banquet Hall of Emalahleni Local Municipality, 29 Mandela street, 1035



## **14 Submissions of Tender Documentation**

All tender documentation submissions must be received before the closing date and time for submissions as stipulated in the tender document. Submissions received after the closing date and time will lead to bids being disqualified and not considered.

All bids must be placed in the Emalahleni Local Municipality tender box situated in the **Civic Centre, 29 Mandela Street, eMalahleni** (next to the security boom gate) before the closing date and time of this tender.

### **14.1 Summary of Submission Requirements**

- 14.1.1 Provide a detailed design / architecture of the proposed solution with technical specification as per tender requirements
- 14.1.2 Detailed technical specifications in accordance with the technical requirements to demonstrate compliance. Bidder must complete and submit evaluation form attached in tender data under 20.1
- 14.1.3 Provide a detailed pricing breakdown (breakdown of the bid price into equipment purchase price, delivery cost and any other element if any)
- 14.1.4 The bidder shall provide at least 5 references of similar work in form P & Q.
- 14.1.5 Bidders to provide proof of experience in providing APN Services. Preference will be given to bidders with experience of 3 years or more
- 14.1.6 Link to interactive data coverage map of the network being proposed
- 14.1.7 An Implementation Project Plan