PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (LANGEBERG MUNICIPALITY)					
BID NUMBER:	**TENDER 23/2021**	**CLOSING DATE:**	**04 JUNE 2021**	**CLOSING TIME:**	**12H00**
DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF DEDICATED INTERNET CONNECTIVITY AND POINT TO POINT LINKS AT LANGEBERG MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7.2)					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BOX SITUATED AT

LANGEBERG MUNICIPAL OFFICES
28 MAIN ROAD
ASHTON
6715

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

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

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			
SIGNATURE OF BIDDER	.....	**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	SCM	CONTACT PERSON	Mr Z Prins
CONTACT PERSON	Sabelo NGCONGOLO	TELEPHONE NUMBER	023 626 8200
TELEPHONE NUMBER	023 615 8000	FAX NUMBER	
FAX NUMBER	023 615 1563	E-MAIL ADDRESS	zprins@langeberg.gov.za
E-MAIL ADDRESS	sngcongolo@langeberg.gov.za		

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PART B - TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

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

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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

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

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

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

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

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

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

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

DATE: ……..

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TENDER 23/2021

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF DEDICATED INTERNET CONNECTIVITY AND POINT TO POINT LINKS AT LANGEBERG MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS

Tenders are hereby requested for the **TENDER 23/2021: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF DEDICATED INTERNET CONNECTIVITY AND POINT TO POINT LINKS AT LANGEBERG MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS** as specified in the bid document.

This is a **Two Envelope Tender system** Completed Bids, in sealed envelopes, clearly marked **"TENDER 23/2021: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF DEDICATED INTERNET CONNECTIVITY AND POINT TO POINT LINKS AT LANGEBERG MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS** should be placed in the tender box, at the Langeberg Municipal Office, 28 Main Road, Ashton, not later than **12:00 on 04 JUNE 2021** when the bids will be opened in public. Late, faxed or e-mailed tenders will not be considered.

PLEASE NOTE:

The official Bid document must be fully completed in black ink and should be bound.

Supporting documents must be submitted separately and must be stapled or bound.

1. This is a **Two Envelope Tender system** where **Functionality** and **Price** will be evaluated separately.

2. You are therefore required to submit your **Functionality Tender documentation (ENVELOPE 1) and price tender documentation (ENVELOPE 2) in Two Separate Envelopes.**

3. Functionality Evaluation will be done first and only bidders that obtain at least 70% for Functionality Evaluation will proceed to opening of the price envelope.

4. **Failure to comply with this requirement will result in an invalid bid.**

The lowest, or any tender, will not necessarily be accepted and council reserves the right to accept any tender. Tenders will be evaluated according to the Council's Supply Chain Management Policy and the 80/20 Preference Point system. The Supply Chain Management Policy can be viewed at Municipal Offices or www.langeberg.gov.za

Tender documents are available from **30 April 2021** on the Langeberg Municipal website: www.langeberg.gov.za

Please refer written enquiries to Mr. Z Prins (zprins@langeberg.gov.za).

ASA DE KLERK
MUNICIPAL MANAGER
Private Bag X2
Ashton, 6715

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1. GENERAL CONDITIONS OF CONTRACT

1.1. Definitions:

The following terms shall be interpreted as indicated

1.1.1. **"Closing time"** means the date and hour specified in the bidding advertisement for the receipt of bids.

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

1.1.3. **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

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

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

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

1.1.7. **"Day"** means calendar day.

1.1.8. **"Delivery"** means delivery in compliance of the conditions of the contract or order.

1.1.9. **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.

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

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

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

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

1.1.14. **"GCC"** means the General Conditions of Contract.

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1.1.15. **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

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

1.1.17. **"Local content"** means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

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

1.1.19. **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.

1.1.20. **"Project site,"** where applicable, means the place indicated in bidding documents.

1.1.21. **"Purchaser"** means the organization purchasing the goods.

1.1.22. **"Republic"** means the Republic of South Africa.

1.1.23. **"SCC"** means the Special Conditions of Contract.

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

1.1.25. **"Supplier"** means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

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1.1.26. **"Tort"** means in breach of contract.

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

1.1.28. **"Written"** or **"in writing"** means hand-written in ink or any form of electronic or mechanical writing.

1.2. Application

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

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

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

1.3. General

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

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

1.4. Standards

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

1.5. Use of contract documents and information inspection

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

1.5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 1.5.1 except for purposes of performing the contract.

1.5.3. Any document, other than the contract itself mentioned in GCC clause 1.5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

1.6. Patent Rights

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

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

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1.7. Performance security

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

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

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

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

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

1.8. Inspections, tests and analyses

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

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

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

1.8.4. If the inspections, tests and analyses referred to in clauses 1.8.2 and 1.8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

1.8.5. Where the goods or services referred to in clauses 1.8.2 and 1. 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

1.8.6. Goods and services which are referred to in clauses 1. 8.2 and 1.8.3 and which do not comply with the contract requirements may be rejected.

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

1.8.8. The provisions of clauses 1.8.4 to 1.8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 1.22 of GCC.

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1.9. Packing

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

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

1.10. Delivery and documents

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

1.11. Insurance

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

1.12. Transportation

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

1.13. Incidental Services

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

1.13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;

1.13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;

1.13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

1.13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

1.13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

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1.14. Spare parts

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

1.14.2. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and in the event of termination of production of the spare parts:

1.14.3. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

1.15. Warranty

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

1.15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

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

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

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

1.16. Payment

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

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

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

1.16.4. Payment will be made in Rand unless otherwise stipulated.

1.17. Prices

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

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1.18. Variation orders

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

1.19. Assignment

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

1.20. Subcontracts

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

1.21. Delays in the supplier's performance

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

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

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

1.21.4. Except as provided under GCC Clause 1.25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 1.22.1, unless an extension of time is agreed upon pursuant to GCC Clause 1.22.2 without the application of penalties.

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

1.22. Penalties

1.22.1. Subject to GCC Clause 1.25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 1.23.

1.23. Termination for default

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

1.23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 1.21.2;

1.23.1.2. if the supplier fails to perform any other obligation(s) under the contract; or if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

1.23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

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

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

1.23.6.1. the name and address of the supplier and / or person restricted by the purchaser;

1.23.6.2. the date of commencement of the restriction

1.23.6.3. the period of restriction; and

1.23.6.4. the reasons for the restriction.

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

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

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1.24. Antidumping and countervailing duties and rights

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

1.25. Force Majeure

1.25.1. Notwithstanding the provisions of GCC Clauses 1.22 and 1.23, the supplier shall not be liable for forfeiture of its performance supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

1.26. Termination for solvency

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

1.27. Settlement of Disputes

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

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

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

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

1.27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

1.27.4.2. the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

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1.28. Limitation of Liability

1.28.1. Except in cases of criminal negligence or willful misconduct, and in the case of Infringement pursuant to Clause 1.6;

1.28.1.1. The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

1.28.1.2. The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

1.29. Governing language

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

1.30. Applicable law

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

1.31. Notices

1.31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

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

1.32. Taxes and duties

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

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

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

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

1.33. Transfer of contracts

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

1.34. Amendment of contract

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

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1.35. Prohibition of restrictive practices

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

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

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

2. SPECIAL TENDER CONDITIONS

SPECIAL TENDER CONDITIONS

This tender is subject to the Supply Chain Management Policy of the Langeberg Municipality. The aim of the policy is to improve job opportunities and to stimulate prosperity in the municipal area. Broad Based Black Economic Empowerment (BBBEE) will receive preferential adjudication.

Tenderers must take note that a tender will be granted on the ground of their performance capacity as well as a preference formula.

For tenderers to qualify for the advantages of the policy, they must thoroughly complete the document. **If the schedules are not thoroughly completed the tender will not be considered.**

Tenderers must take note that in the case of a false statement or submission of false information the tender will be disqualified with immediate effect and a possibility of criminal prosecution.

The complete Supply Chain Management Policy is available for inspection at the Municipal Offices at Ashton and websites (www.langeberg.gov.za).

This will be a 2 envelope competitive bidding process, comprising of a Functionality Evaluation process and a Price Evaluation process. Two separate envelopes must be submitted, clearly marked "Functionality" and "Price" and should contain the documentation required for the respective evaluation process.

The municipality will at first, only open the envelopes marked **"Functionality"** and evaluate the Technical Evaluation bid documentation received in terms of the functionality criteria. Bidders scoring less than 70% points out of the 100 in respect of "Functionality", will be regarding as submitting a non-responsive tender and will be disqualified.

The bidders that have passed the **Functionality** evaluation (ENVELOPE 1) with at least 70%, will proceed to be assessed based on **Pricing** (ENVELOPE 2)

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2.1 TENDER DOCUMENTS

Tender documents are obtainable and must be returned as described in the tender notice. The completed documents of the tender fully priced, extended and totalled, completed in all respects, signed and sealed in an envelope which is to be endorsed **T23/2021 "APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF DEDICATED INTERNET CONNECTIVITY AND POINT TO POINT LINKS AT LANGEBERG MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS"** must be placed in the tender box at the Municipal Offices, 28 Main Street, Ashton

2.1.1. Tenders submitted by fax, e-mail, telex or telegraphically will not be accepted. Postal Tenders will be accepted for consideration only if they are received in sufficient time to be lodged in the appropriate tender box by the closing time for such tenders. The Langeberg Municipality disclaims any responsibility for seeing that such tenders/ are lodged in the tender box.

2.1.2. Any tender delivered to an address other than the one stipulated in the tender notice will not be accepted. Tenders may not be handed in at other offices of the Langeberg Municipality.

2.1.3. Tenders will be opened in public, shortly after closing time of tenders. The name of the tenderer/bidder and the total tender/bid price will be announced to all tenderers/bidders present at the opening.

2.1.4. Tenders received after the closing date and time shall be declared invalid and will not be considered.

2.1.5. Tender documents will be compiled in the following format:

2.1.6. Opening Page: Name and address of Tenderer, Pricing Totals, Costing and conditions of payment;

2.1.7. Schedule 1: Mandatory returnable forms and attachments;

2.2 **SOUTH AFRICAN CURRENCY**

2.2.1 All payments from the Langeberg Municipality will be made in the currency of the Republic of South Africa (Rand). The tenderer/bidder shall specify clearly all matters and conditions regarding payments in the tender/bidder specifications.

2.2.2 Tenders shall indicate separately prices excluding value added tax and included value added tax (VAT) in the tender/bid rates and amounts.

2.3 INCOMPLETE TENDERS/BIDS

2.3.1 Tenders will be rejected in the event of incomplete offers and irregularities of any nature contained in the tender or in any of the completed tender schedules.

2.4 WITHDRAWAL OF TENDERS/BIDS

2.4.1 A tenderer/bidder may, without incurring any liability, withdraw his tender provided written advice to that effect reaches the Langeberg Municipality before the expiry of the time fixed in the tender/bid notice for receiving tenders/.

2.5 CHECKING OF TENDER DOCUMENTS

2.5.1 Before submitting a tender the tenderer/bidder shall check the numbering of the pages in the tender/bid documents and if any pages part of the tender/bid document is found to be missing or if any part of the documents is illegible or indistinct, he shall immediately notify the Langeberg Municipality.

2.5.2 The Langeberg Municipality will not be liable in any way for any claims arising through neglect of the Tenderer/bidder to comply with these requirements.

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2.6 EXPENSES DUE TO PREPARATION AND SUBMISSION OF TENDER DOCUMENTS

2.6.1 The Langeberg Municipality shall not be liable for any expenses or losses incurred by the Tenderer/bidder due to visiting the site or municipal area and the preparation and/or submission of the tender/bid documents.

2.7 PERIOD OF VALIDITY

2.7.1 Tenders, whether for a part of or for the whole of the project, shall remain valid for a period as specified by the tenderer/bidder, which period shall be that period between the date upon which tenders/bids close up to the date upon which notice is given that the tender/bid has been awarded, but at least a period of 90 days.

2.8 ACCEPTANCE OR REJECTION OF TENDERS/BIDS

2.8.1 The Langeberg Municipality is not compelled to accept the lowest or any tender/bid and reserves the right to accept any tender/bid.

2.9 PREFERENTIAL PROCUREMENT

2.9.1 Tenders/bids will be considered in terms of the Preferential Procurement Policy of the Langeberg Municipality.

REGISTRATION AS SERVICE PROVIDER

2.9.2 Only those tenderer/bidders that are registered on the Central Supplier Database as service providers, or are capable of being so prior to the evaluation of submissions, are eligible to submit tenders/bids. The Langeberg Municipality will only enter into a formal contract with a tenderer/bidder that is registered on this Database as service provider.

2.10 JOINT VENTURE AGREEMENTS (IF APPLICABLE)

2.10.1 Any Joint Venture Agreement must be submitted with the tender/bid document detailing the split of responsibilities in terms of the tender/bid specifications, i.e. percentage of work to be performed by each partner.

2.10.2 All parties to the Joint Venture Agreement must be registered and verified on the Western Cape Supplier Database. Only those that are registered and verified before the closing date of the tender/bid will qualify for preference points.

2.10.3 It must be noted that the order will be placed in the name of the BEE Partner as well as all financial administration that follows such an order/s. The Joint Venture Agreement must stipulate the BEE partner selected for this in the event of the Joint Venture been considered successful.

2.11 LOCAL BUSINESS/OFFICE:

2.11.1 A local office of a tenderer/bidder shall be deemed to be a physical address inside the demarcated boundaries of the Langeberg Municipality area.

2.12 TEST FOR RESPONSIVENESS

2.12.1 No Tender will be considered unless it meets the following responsiveness criteria:

2.12.2 The tender must be properly received in a sealed envelope clearly indicating the description of the service and the tender/bid number for which the tender/bid is submitted.

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2.12.3 The tender must be deposited in the relevant tender box as indicated on the notice of the tender on or before the closing date and time of the bid

2.12.4 An Income Tax Number and a Tax verification pin (OTP) must be submitted with the tender/bid on or before the closing date and before the closing time.

2.12.5 An original latest Municipal service account obtained from the local municipality must be submitted.

2.12.6 The official tender document must be fully completed in black ink and must be bound. Where information requested does not apply to the bidder and the space is left blank, the tender document will be deemed as non-responsive.

2.12.7 If the entity submitting a bid is a Joint Venture or a Consortium or Partnership, each party to that formation must submit all the above information

2.12.8 The tenderer/bidder must be in good standing to do business with the public sector in terms of Regulation 38 of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005).

2.12.9 The tenderer/bidder must adhere to pricing Instructions

2.12.10 The tenderer/bidder must complete and sign all tender forms. Where indicated, forms must be signed and stamped by a Commissioner of Oaths.

2.12.11 All mandatory returnable forms and prescribed attachments must be completed and where applicable signed by a Commissioner of Oaths.

2.12.12 All tenders' conditions/specifications must be complied with.

2.13 PAYMENT OF INVOICES

2.13.1 All payments from the Langeberg Municipality will be made within 30 days of receipt of valid tax invoice for goods and services rendered to the satisfaction of the Municipality,

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3. DECLARATION OF "IN THE SERVICE OF THE STATE"

If a spouse, child or parent of the owner, director, manager, shareholder or stakeholder of the entity is in the service of the state, or has been in the service of the state in the previous twelve months, the following information must be completed: (Please indicate if not applicable)

The name of the person in the employment of the state:

……

The capacity in which that person is in service of the state:

……

Is that person an owner, director, manager, shareholder or connected to the business: Yes or No? **(If yes please specify)**

……

The relationship to the owner, director, manager, shareholder or stakeholder of the entity:

	Spouse	Child	Parent
Owner	☐	☐	☐
Director	☐	☐	☐
Manager	☐	☐	☐
Shareholder	☐	☐	☐

"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.

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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

4. MUNICIPAL SERVICE ACCOUNT

4.1 An original latest municipal account must be attached to this page.

4.2 It should be noted that the tender cannot be considered/evaluated if any municipal rates and taxes or municipal services charges owed by the bidder or any of its directors to the municipality or municipal entity, or to any other municipality or entity, are in arrears for more than three months,

4.3 If the bidder or any of its directors are not responsible for the payment of municipal rates of service charges to the municipality or municipal entity, or to any other municipality or entity, a sworn affidavit to this effect must be attached to this page.

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5. PRICING SCHEDULE – FIRM PRICES (MBD 3.1) (PURCHASES)

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

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

Name of bidder: ……

Bid number: …….....

Closing Time 12:00

Closing date: ……...

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

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6. DECLARATION OF INTEREST MBD 4

6.1 Any legal person, including persons employed by the state[1], or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

6.1.1. the bidder is employed by the state; and/or the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

6.2.1 Full Name of bidder or his or her representative: ……

6.2.2 Identity Number: ……...

6.2.3 Position occupied in the Company (director, trustee, shareholder[2], member):

……

6.2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:

……

6.2.5 Tax Reference Number: ……

6.2.6 VAT Registration Number: ……..…..

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6.3 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 6.5 below.

[1]"State" means –

a) 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);
b) any municipality or municipal entity;
c) provincial legislature
d) national Assembly or the national Council of provinces; or
e) Parliament.

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

6.4 Are you or any person connected with the bidder presently employed by the state? YES / NO

6.4.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: ……..……

Name of state institution at which you or the person connected to the bidder is employed: ……

Position occupied in the state institution: ……

Any other particulars:

…….....

…….....

6.4.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative

6.4.3 work outside employment in the public sector? YES / NO

6.4.4 If yes, did you attach proof of such authority to the bid document? YES / NO

6.4.5 (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

6.4.6 If no, furnish reasons for non-submission of such proof:

……

……

……

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6.4.7 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

6.4.8 If so, furnish particulars:

……..

……..

……...

6.4.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

6.4.10 If so, furnish particulars.

……...

……..….

6.4.11 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

6.4.11.1 If so, furnish particulars.

……...
……..…
……

6.4.12 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

6.4.12.1 If so, furnish particulars:

……
……
……

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

Full Name	**Identity Number**	**Personal Income Tax Reference Number**	**State Employee Number / Personal Number**

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6.6 DECLARATION

I, THE UNDERSIGNED (NAME): ……
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 6.2 and 6.5 ABOVE IS CORRECT.

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

…….. **……**
Signature **Date**

…… **……**
Position **Name of bidder**

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7 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (MBD 6.1)

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

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

7.1 GENERAL CONDITIONS

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

7.1.2 The 80/20 preference point system will be applicable to this tender.

7.1.3 Points for this bid shall be awarded for:

Price and B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	**80**
B-BBEE STATUS LEVEL OF CONTRIBUTOR	**20**
Total points for Price and B-BBEE must not exceed	**100**

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

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

7.5 DEFINITIONS

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

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

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

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

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

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

7.5.7 "prices" includes all applicable taxes less all unconditional discounts;

7.5.8 "proof of B-BBEE status level of contributor" means:

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

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

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

7.5.12 "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

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

7.6 POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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7.7 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

7.8 BID DECLARATION

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

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7.9 B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS

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

(Points claimed in respect of paragraph 7.9 must be in accordance with the table reflected in paragraph 7.7 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7.10 SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.10.2 If yes, indicate:

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

(Tick applicable box)

YES		NO	

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

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

7.11 DECLARATION WITH REGARD TO COMPANY/FIRM

7.11.1 Name of company/firm: ……

7.11.2 VAT registration number: ……

7.11.3 Company registration number: ……

7.12 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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7.13 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……

……

……..

7.14 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

7.15 MUNICIPAL INFORMATION

Municipality where business is situated: ……

Registered Account Number: ……

Stand Number: ……

7.16 **Total number of years the company/firm has been in business:** ……

7.17 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in 7.9 and MBD 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

7.18 The information furnished is true and correct;

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

7.20 In the event of a contract being awarded as a result of points claimed as shown in paragraphs 7.9 and MDB 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

7.21 If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

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

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

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

(e) Forward the matter for criminal prosecution.

WITNESSES 1. …….. 2. …….	……. / ……..…… SIGNATURE(S) OF BIDDERS(S) DATE: ……..

8 CONTRACT FORM - RENDERING OF SERVICES (MBD 7.2)

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

8.1 I hereby undertake to render services described in the attached bidding documents to (name of the institution)……. in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number…….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

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

8.2.1 Bidding documents, *viz*

- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Filled in task directive/proposal;
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
- Declaration of interest;
- Declaration of Bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;

8.2.2 General Conditions of Contract; and

8.2.3 Other (specify)

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8.3 I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

8.4 I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

8.5 I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

8.6 I confirm that I am duly authorised to sign this contract.

NAME (PRINT) ……

CAPACITY ……

SIGNATURE ……

NAME OF FIRM ……

DATE ……

WITNESSES

1 ……

9 CONTRACT FORM - RENDERING OF SERVICES (MBD 7.2)

PART 2 (TO BE FILLED IN BY THE PURCHASER)

9.1 **I MR ASA DE KLERK in my capacity as MUNICIPAL MANAGER** accept your bid under reference number ……dated……for the rendering of services indicated hereunder and/or further specified in the annexure(s).

9.2 An official order indicating service delivery instructions is forthcoming.

9.3 I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION

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9.4 I confirm that I am duly authorised to sign this contract.

SIGNED AT …… ON ……..

NAME (PRINT) ……

SIGNATURE ……

OFFICIAL STAMP

WITNESSES

1 ……

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

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

10.2 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.

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

10.4 abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;

10.5 been convicted for fraud or corruption during the past five years;

10.6 will-fully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or

10.7 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).

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

Item	Question	Yes	No
10.9	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
10.10	If so, furnish particulars:		
10.11	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
10.12	If so, furnish particulars:		
10.13	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

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10.14	If so, furnish particulars:		
10.15	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
10.16	If so, furnish particulars:		
10.17	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
10.18	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ……..……..……
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM 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.

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……... **Signature**

…….. **Date**

……. **Position**

…….. **Name of Bidder**

11 CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

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

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

11.3 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:

11.4 take all reasonable steps to prevent such abuse;

11.5 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

11.6 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.

11.7 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.

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

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

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

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

12 CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

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)

12.1 I have read and I understand the contents of this Certificate;

12.2 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

12.3 I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

12.4 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;

12.5 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:

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

12.6 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

12.7 In particular, without limiting the generality of paragraphs 12.6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- prices;
- geographical area where product or service will be rendered (market allocation)
- methods, factors or formulas used to calculate prices;
- the intention or decision to submit or not to submit, a bid;
- the submission of a bid which does not meet the specifications and conditions of the bid; or bidding with the intention not to win the bid.

12.8 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.

12.9 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.

12.10 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

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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

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13 CODE OF CONDUCT FOR SUPPLIERS

Langeberg Municipality is strongly committed in observing the highest ethical standards in all its procurement activities. As such, this Code of Conduct for Suppliers has been prepared to provide clear summary of Langeberg Municipality expectation form the suppliers in all procurement dealings, ensuring that internationally recognized procurement ethics are followed. Transparency and accountability should be strictly adhered to in all procurement activities.

Langeberg Municipality procurement ethics focuses on **zero tolerance on corruption, avoiding any form of interest and honest representation of supplier's capabilities.**

Suppliers are strongly urged to familiarize themselves with this Code of Conduct to ensure successful working relations with Langeberg Municipality.

Policy on Corruption and Position on Conflict of Interest

Langeberg Municipality expects all contracted suppliers and companies seeking to sell goods and services to conduct their business in accordance with the highest ethical standards. Suppliers or potential suppliers must strictly comply with all rules and regulations on bribery, corruption and avoid unacceptable business practices. Hence suppliers are expected to observe the following:

- Shall not, directly or indirectly, offer, give or agree or promise to give to any Langeberg Municipality staff any gratuity for the benefit of/or at the direction or request of any Staff or Langeberg Municipality;
- To immediately inform the Langeberg Municipality in the event that any Staff or Langeberg Municipality solicits or obtained or has made an attempt to obtain gratification for himself/herself or for any other persons.
- To immediately declare if any of the Company's staff and/or officers had or have any relative employed with Langeberg Municipality. Failure to make such declaration shall be construed as a conflict of interest and might result in the exclusion of the supplier from present and future procurement activities and/or other legal action as deemed fit by the Organization.

Representation from Suppliers

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Langeberg Municipality expects all its suppliers to honestly declare and warrant that:

- It will comply with all rules, regulations and statutory requirements relating to the provision of the products/services to Langeberg Municipality;
- It will not act in concert with other suppliers or agents when participating in a bid;
- It is a duly authorized/certified provider of the supplied products/services and shall not, expressly or impliedly hold itself out to be an agent/representative of a third party provider of the same products/services;
- It will only supply products that are certified to be of merchantable and satisfactory quality;
- The supplier processes the necessary capabilities, equipment and suitable place of business to perform its obligations;
- It shall not contract out of subcontract or outsource any portion of the products/services unless prior written consent from Langeberg Municipality has been obtained; and
- It shall maintain the highest standards of integrity and quality of work at all times.

Applicability of the Code of Conduct

This Code of Conduct shall apply to all Suppliers, sub-contractors and to other entities acting behalf of them (approval of Langeberg Municipality).

Monitoring compliance to the Code of Conduct

To facilitate the monitoring of suppliers' compliance with this Code of Conduct, Langeberg Municipality expects suppliers to:

- Develop and maintain all necessary documentation to support compliance with the described standards; such documentation must be accurate and complete;
- Provide Langeberg Municipality representatives with access to relevant records, upon Langeberg Municipality request;
- Allow Langeberg Municipality representatives to conduct interviews with the supplier's employees and with management separately;
- Allow Langeberg Municipality representatives to conduct announced and unannounced site visits of supplier locations; and
- Respond promptly to reasonable inquiries from Langeberg Municipality representatives in relation to the implementation of the Code of Conduct.

Secure Communication Channels

Langeberg Municipality has established a secure communication channel to enable the suppliers to raise their concerns confidentially and responsibly. If the supplier has questions about the Code of Conduct or wishes to report a questionable behaviour or possible violation of the Code of Conduct, the Supplier is encouraged and should contact Langeberg Municipality at:

Municipal Manager

28 Main Road

Ashton

6715

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or contact at mm@langeberg.gov.za;

Langeberg Municipality will not tolerate any retribution or retaliation by anyone against a concerned Supplier who has, in good faith, sought out advice or has reported questionable behaviour and/or a possible violation. Langeberg Municipality will take disciplinary action up to and including termination of contract for anyone who threatens or engages in retaliation, retribution or harassment of the concerned individual. Identities and contents of all information or complaints will be rated strictly confidential.

SANCTIONS

Breach of the Code of Conduct may result in actions being invoked against that suppliers, in addition to any contractual or legal remedies. The actions applied will depend on the nature and seriousness of the breach and on the degree of commitment shown by the supplier in breach to its obligations under the Code of Conduct. The range of actions to be imposed on the supplier includes but is not restricted to the following:

- Formal warnings – that the continued non-compliance will lead to more severe actions;
- Disclosure of nature of breach to all Langeberg Municipality subsidiaries and associate companies;
- Immediate termination of contract , without resource; and/or

ACKNOWLEDGEMENT AND ACCEPTANCE

This is to certify that I have fully read the Supplier's Code of Conduct attached. Having fully read and understood the completed requirement of this Supplier's Code of Conduct, I hereby commit myself and my company to serve this Code of Conduct and to fully comply with all of its principles. I also certify that I am authorized by my company to sign and accept this document in its behalf.

Supplier: _____

Address: _____

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Representative: _____

Signature: _____

Date: _____

14 TECHNICAL SPECIFICATIONS

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF DEDICATED INTERNET CONNECTIVITY AND POINT TO POINT LINKS AT LANGEBERG MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS

1. Introduction

Langeberg Municipality seeks to appoint a suitably qualified and licensed Service Provider for the provision of dedicated internet connectivity and inter-branch links for the following municipal offices, located at:

Ashton Municipal Office (Primary datacenter hosting all servers and applications)
28 Main Road, Ashton 6715
(Coordinates: 33°49'59.1"S 20°03'47.0"E, -33.833083, 20.063059)

Robertson Municipal Office
52 Church Street 6705
33°48'14.6"S 19°52'56.0"E, -33.804068, 19.882209

Montagu Municipal Office
03 Piet Retief Street
33°47'11.4"S 20°07'04.8"E , -33.786494, 20.117997

Bonnievale Municipal Office
Hoofweg 6730
33°56'22.8"S 20°06'04.8"E, -33.939669, 20.101331

McGregor Municipal Office
24 Voortrekker Road 6708
33°56'40.4"S 19°49'55.1"E, -33.944557, 19.831983

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Langeberg Municipality requires a line bandwidth speed of 100Mbps for internet connectivity and line bandwidth speed of 100Mbps inter-branch links between offices. The equipment and software must be continuously upgraded to the latest version for the duration of the contract at no cost to Langeberg Municipality.

Langeberg Municipality seeks to conclude a service contract, supported by a Service Level Agreement, for the detailed design, supply, installation, configuration, commissioning and maintenance of a logically and administratively single, resilient, scalable dedicated Internet and point to point Connectivity Service, for a period of three (3) years.

2. Background

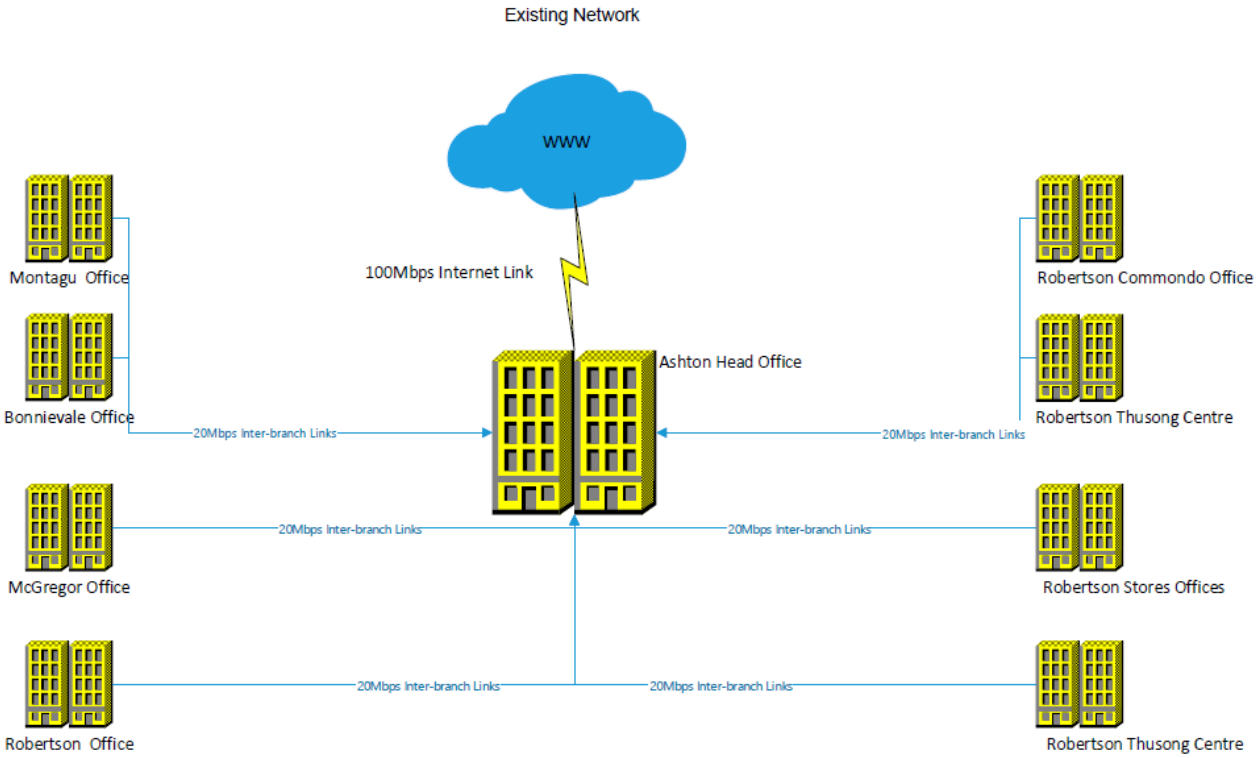
Currently Langeberg Municipality utilize a 100Mbps Microwave service, breaking out at 28 Main Road, Ashton 6715, as an Internet Solution and 20Mbps inter-branch microwave links between the various municipal offices.

One of the major requirements of Langeberg Municipality is the availability of connectivity to facilitate efficient capability to access electronic data and information from different sources. Considering the above, Langeberg Municipality deemed it necessary to invite service providers to provide Internet and point to point connection services. The service provider should ensure a smooth implementation of these services.

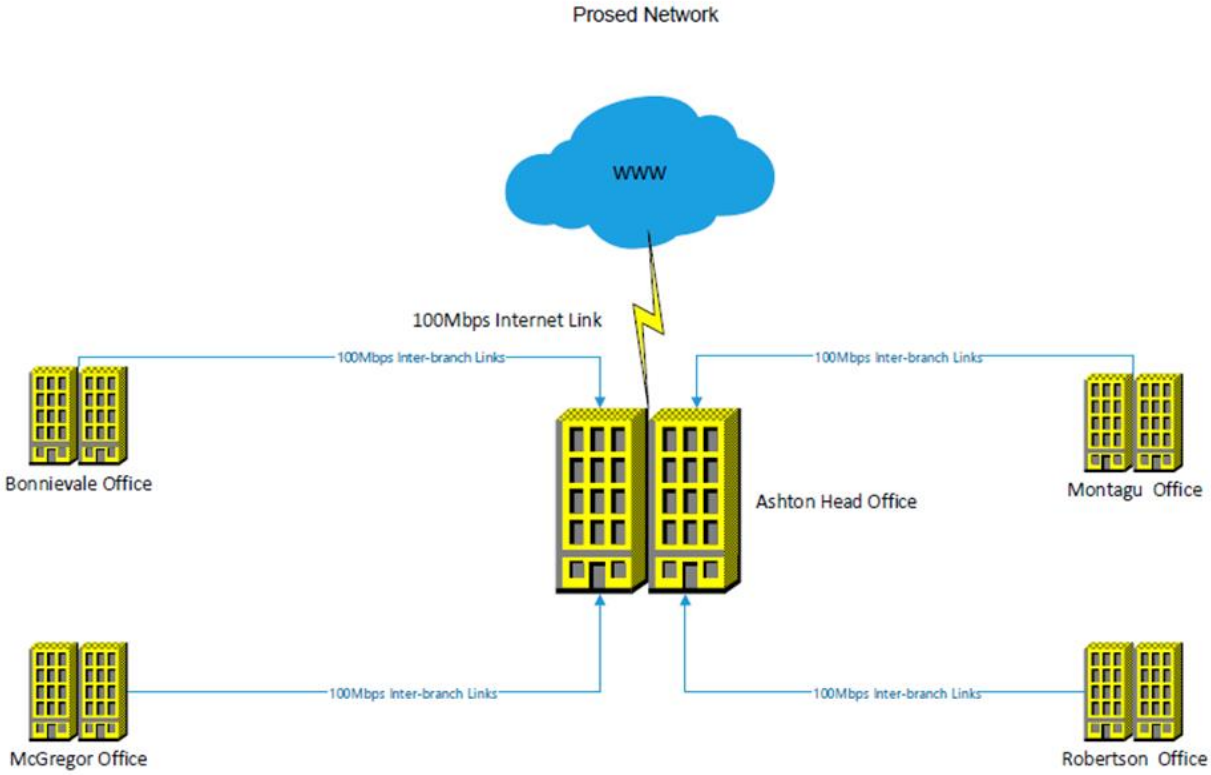
Langeberg Municipality has its own server environment on the Local Area Network (LAN) at Ashton and the applications running on these servers are accessed via the LAN by users located at the Ashton, Robertson, Montagu, Bonnievale and McGregor. Further, this service must allow users and external parties to access the Langeberg Municipality Local Area

Network (LAN) from anywhere in the world.

High Level Diagram for Existing Network



High Level Diagram for Proposed Network



3. Scope of the Services

The successful service provider with thus be required to provide Langeberg Municipality with the following:

a. Provide internet uplink at Langeberg Municipality (Breaking out at Ashton Municipal Office, 28 Main Road, 6715) and the internet through a dedicated bandwidth, which does not share bandwidth with the WAN links.

b. Provide inter-branch links between the various municipal offices mentioned above. Which does not share bandwidth with the WAN links.

c. Ensure provided services are monitored 24/7/365 from operations center that is manned by competent technical staff;

d. Enable Langeberg Municipality nominated staff access into a comprehensive monitoring (e.g. utilization, status, quality, uptime and performance) dashboard that have clear indicators and all the probes that are being monitored;

e. Alert the Langeberg Municipality nominated staff of any warnings, faults and alarms via SMS, e-mail, etc.;

f. Monthly reports must be provided to Langeberg Municipality's ICT staff. The reports must include as a minimum: uptime; utilization; and performance against Service Level Targets;

g. A service manager and account manager must be allocated to Langeberg Municipality to handle all service related queries and escalations;

h. The service provider will provide full TCP/IP Internet and point to point Service Provision for the Langeberg Municipality. The service is expected to be highly table and reliable, with overall uptime of no less than 99%.

i. The bidder shall provide the necessary hardware and other services required to setup the internet and point to point connection. It involves the following:

- A dedicated, leased line bandwidth of 100Mbps internet breakout from bidder's network, complete with relevant backup. This connection will primarily be used, but not limited for hosting of corporate applications, data replication requirement, sending and receiving of emails, video conferencing, CCTV surveillance and internet browsing.
- A dedicated, inter-branch connection of 100Mbps, complete with relevant backup. This connection will primarily be used, but not limited for communication between various municipal offices, sending and receiving of emails, video conferencing, CCTV surveillance, internet browsing and centralised application access.
- The following solutions should be installed:

  (a) Fibre optic (Ashton, Robertson, Montagu, Bonnievale and/if McGregor)

  (b) Microwave (McGregor)
- For redundant connection, the bidder should provide a separate connection to different international gateway than primary connection through fiber optic connection.
- One (1) 100Mbps dedicated uncontended links
- No limitations on traffic/ports; bandwidth capacity should be ensured through direct IP connection; no mandatory proxy servers and firewalls.
- The provided bandwidth must be dedicated (CIR 1:1)
- Service provider should not have additional payment or limitation by (a) traffic amount or

  (b) time.
- Provide a router(s) for the datacenter to provide connectivity to the bidder's network. They must be configured with link failure detection and automated failover.
- The bidder must supply and manage the network connectivity equipment (excluding LAN equipment).
- Subnet of at least five (5) static public routable IP addresses is required.
- Service reliability must be ensured. Overall uptime should not be less than 99%.
- Data confidentiality guarantee; Provider may not scan traffic (if this should be done for finding problems in the

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network a prior UNDP agreement must be obtained).

- All necessary hardware, cabling and software should be provided and set up cost should be included in the offer.
- Latency shall be no more than 15ms.
- Redundant, dedicated point to point links to the Internet.
- No firewall is required. Langeberg Municipality will supply and manage the firewall equipment;
- Dual network uplinks to the bidder's customer edge equipment are required to cater for redundant firewalls configured in high availability mode;
- The prioritization of network traffic according to Langeberg Municipality's business requirements.
- Differentiated classes of service that manage traffic types effectively, ensuring that mission-critical traffic receives the required bandwidth throughput and performance;
- Technical support and active network management, such as traffic usage statistics, network status and performance visibility, etc.;
- Scalability as business requirements change and develop;
- Site survey/visits is the responsibility of each bidder and must be arranged in writing at least five (5) working days in advance.

4. Managed Internet and Point to Point Services

Depending on the chosen solution, these services should include:

4.1.1 Reliable and sustained Internet and Point to Point service provision;

4.1.2 Business continuity;

4.1.3 Reliable monitoring of services and reporting;

4.1.4 Anti-virus and anti-malware management except for in-house desktops, note books and servers

4.1.5 A firewall which screens all inbound and outbound traffic (internet break-outs)

4.1.6 Anti-manipulation management

4.1.7 Usage monitoring, vulnerability (penetration) tests and reporting through a variety of tools;

4.1.8 Content filtering;

4.1.9 Capacity monitoring;

4.1.10 Security management both network and physical infrastructure; and

4.1.11 Formally documented and approved user account management policy standards and procedures.

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5. Router

5.1.1 Must be compatible with the Langeberg Municipality line speed and line equipment to manage Quality of Service (QOS) for video, voice and data.

5.1.2 The system must support: Network interfaces:

5.1.2.1 10/100/1000 Ethernet

5.1.2.2 10 Gigabit Ethernet

6. Service Level Agreement

Maintenance must be included in the Service Level Agreement for a period of thirty-six (36) months, which must cover all aspects of the solution including hardware, software, data and engineering time. Software must be assured, hardware warrantied, and maintenance on hardware and software should apply for a period of thirty-six (36) months for the proposed solution.

The commencement date will be confirmed.

6.1 The SLA must as a MINIMUM make provision for the following:

- 100Mbps dedicated uncontended internet access (minimum 50% international guaranteed bandwidth);
- 100Mbps inter-branch connectivity for the various municipal offices;
- Access to a 24/7/365 call center;
- 24/7/365 monitoring of all services supplied to Langeberg Municipality;
- 24/7/365 access to the data center;
- SMS and e-mail notifications to alert Langeberg Municipality IT staff of any errors, faults, warnings and alarms;
- Allocated account and service manager;
- Fault reporting procedures with contact details;
- Escalation procedures with contact details;
- Required uptime for provisioned services; and
- Response and resolution times for events and service requests.

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6.2 Required Uptime

	Service	Up Time
a.	Internet and inter-branch connectivity	99.99%

6.3 Response and Resolution Times Required

Ref	Description	Response Time	Resolution Time
a.	Any fault that impacts on connectivity services (electrical supply, physical security breaches, lightning)	2 hrs	4 hrs
b.	Any fault that impacts both WAN links (excluding cable breaks)	2 hrs	4 hrs
c.	Any fault that impacts one of the WAN links (excluding cable breaks)	2 hrs	8 hrs
d.	Any non-emergency change request (excluding network design related changes)	4 hrs	8 hrs
e.	Any emergency change request (excluding network design related changes)	1 hr	2 hrs
f.	Any non-emergency change request relating to network design changes	8 hrs	5 days
g.	Any emergency change request relating to network design changes	4 hrs	8 hrs
h.	Account related queries	8 hrs	5 days

6.4 Minimum Requirements

The Service Levels outlined within the SLA, which refer to service provider commitment to resolve the Service Requests within the applicable response time, unless stated otherwise must be conducted.
The SLA/Warranty must cover repair or replacement for fair wear and tear of devices or the repair or replacement of inherently faulty devices listed in the product schedule, as provided by the Bidder.

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- The new system must present a ubiquitous (being or seeming to be everywhere at the same time) single system image with total system-wide transparency between all Langeberg Municipality building locations.
- All equipment furnished, but not limited to: routers, switches, dishes, software, shall be warranted for a period of three (3) years after final acceptance and shall include parts, labour and installation. Telecomm and network equipment warranty shall be by manufacturer. Proof in writing will be required and delivered to Langeberg Municipality.
- All equipment furnished shall be new, unused and not refurbished.
- **Responsibility Matrix and Project Schedule -** A master project schedule must be included, along with a work responsibility matrix, identifying the tasks the vendor will perform and the tasks Langeberg Municipality is expected to perform to successfully implement the new system.
- **A complete maintenance and warranty agreement** must be included as part of the bidder's proposal to support Langeberg Municipality between 08:00 and 17:00, Monday through Friday. The proposed agreement must include a bidder technician providing on-site service to diagnose and provide solutions. Remote access service may be acceptable depending on Langeberg Municipality's stated urgency of repair and shall be determined by Langeberg Municipality. Replacement parts should be available for at least 5 years. Replacement parts must be readily available for prompt replacement - it is not acceptable to not have service for a day while parts are "on order".
- **Defective Parts** - During the warranty period and any subsequent maintenance agreement, any defective components shall be repaired or replaced at no cost to Langeberg Municipality and within a 48-hour period.
- **Major/Minor Problems** - Bidders must describe their definitions of major and minor problems.
- **Replacement Time** - Explain the amount of time required for full replacement of the central operating

hardware/software of the system, assuming a suitable site exists for locating the replacement components in case of a disaster.

- **Support -** Bidders are required to 24/7/365 support. Please include your Services Level Agreement (SLA) for remote and onsite response times as well as hourly rates for any non-maintenance agreement items.

- **Reporting -** A "Service Level Performance Report" will be required quarterly in electronic format to a designated representative of Langeberg Municipality. The following minimum reporting requirements will be required to be reported on:
    - Number of Incidents and Service Requests logged which is summarized by entitlement, priority and whether the Service level was met or breached;
    - System resource utilization and availability; and
    - Detailed analysis of all down time.

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7. Functionality or Technical Evaluation (Envelope 2)

The following functionality criteria will be used for evaluating all bid proposals, where proposals **must score an overall minimum of 70 points for the functionality criteria to qualify for further evaluation for preference points**:

Technical Evaluation Criteria

Criteria	Sub-Criteria	Weight	Points Claimed
Project Implementation Plan	Fully detailed project implementation plan based with timelines provided (i.e. from date of delivery to full implementation) which includes: - ▪ All tasks and activities ▪ Resources; ▪ Milestones and contingency plan to manage milestones • Delivery within 4 weeks – 15 points • Delivery within 8 weeks – 10 points • Delivery is 12 weeks and above – 0 points	15	
Existing Infrastructure and High Sites in the Langeberg Area (Ashton, Robertson, Montagu, Bonnievale and McGregor)	Bidder have existing and fully functional Infrastructure and High Sites in the Langeberg Area (Ashton, Robertson, Montagu, Bonnievale and McGregor). Must include: - ▪ Type of infrastructure ▪ Locations of High Sites ▪ Max speed in Mbps ▪ Fibre and Microwave • Existing Infrastructure and High Sites in the Langeberg Area (Ashton, Robertson, Montagu, Bonnievale and McGregor) – 15 points • No Infrastructure and High Sites in the Langeberg Area (Ashton, Robertson, Montagu, Bonnievale and McGregor) – 0 points	15	
Onsite maintenance and support	Bidders must provide a comprehensive onsite support warranty for a period of three (3) years, with TWO (2) HOURS response time • Bidder has included maintenance and support for a 3-year period with 2 hours' response time with next business day resolution – 10 points • Bidder has <u>not</u> included maintenance and support for 3 year with 2 hours' response time. - 0 points	10	
Bidder's Experience in providing Similar Solutions	Bidders' experience in providing similar solutions (internet and point to point connectivity) have recently been implemented with similar criteria). • Less than 2 years' experience – 2 point • 2 – 5 years' experience- 3 points • 6 – 8 years' experience – 5 points • Above 8 years 'experience – 10 points	10	

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	Bidders are requested to provide the following: Three (3) letters on a letterhead from their clients where Internet and point to point Connectivity Services have recently been implemented with similar criteria. Bidders must make sure that the letters are signed and contact details are fully completed. The contact details must include the contact number and email address of the referee. The reference must not be older than 36 months from the date of the RFQ submission.	20	
	• 3 x letters of reference – 20 points • 2 x letters of reference – 10 points • 1 x letter of reference – 5 points • No letter of reference – 0 points **NOTE: Langeberg Municipality may verify the information provided, and if your referee does not confirm the information provided, the reference will not be considered.**		
Solutions Approach	Bidders must provide full details of the proposed installation for the provision of leased Internet and point to point Connectivity Services for Langeberg Municipality. • Detailed methodology that highlights: (i) tasks, (ii) timeframe from placing an order to Langeberg Municipality receiving the goods, (iii) implementation of the professional services, and (iv) architectural design of the internet and point to point connectivity solution- (2,5 points per item, up to maximum of 10 points) • Provide a detailed plan to on data line and connection of fail over line in case the primary line is disrupted – 10 points • Proposed Quality Assurance Approach (i.e.: Testing, bandwidth quality, latency, etc.) – 5 points • Proof of compliance with ICASA requirements, as well as a certified partnership letter of confirmation will be accepted – 5 points Not attached – 0 points	30	
TOTAL		**100**	

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Bidders must score a minimum of 70 points in the technical evaluation criteria in order to qualify for the next stage of the evaluation process, which is the Pricing and BBBEE.

15. RETURNABLE SCHEDULE PROOF OF EXPERIENCE

PROOF OF EXPERIENCE

Vendors must attach to this schedule proof of a minimum of 3 SIMILAR projects completed within the last 3 calendar years

Failure to submit proof of experience, either with this tender or within any further time for submission stated in a written request from the Employer, will result in the Vendor's tender being rejected as non-responsive.

A list of contactable references of the above mentioned works is to be completed in black ink below.

Description of works	Value of works	Date contract completed	Contact name and number of reference

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16 CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/We the undersigned is/are duly authorised to do so on behalf of the firm certify that:

1. The information supplied is correct.
2. All copies of relevant information are attached.
3. The BBBEE points claimed are correct and based on owners/shareholders who are actively involved in the day to day management of the enterprise
4. I take note that payment will be effected 30 days after delivery was affected if delivered with an original invoice.
5. If I am classified as a dependant service provider/labour broker as stated in the fourth schedule of the Income Tax act I hereby authorise the LM to deduct PAYE and supply me with a yearly IRP 30 (only if no valid Labour Broker Certificate can be supplied).
6. None of the owners, directors, managers, shareholders or stakeholders of this entity is in the service of the state, or has been in the service of the state in the previous twelve months.
7. In case of a dispute the wording of the original approved Bid Specification Committee Document would prevail.

_____ _____

Signature of authorised person Date

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Personal information in block letters

Name	
Surname	
Telephone No	
Capacity	

ON BEHALF OF THE (SUPPLIER'S NAME)																							

Signed and sworn to before me at …… on this the …….. day of

……

By the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, that it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

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Commissioner of Oaths