

MOGALAKWENA LOCAL MUNICIPALITY



BID NO: 15-2025/2026

APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF MANAGED ICT SERVICES FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED

SUBMISSION OF BID DOCUMENT DEADLINE

Date: 08 December 2025

Time: 12h00

Venue: Mogalakwena Local Municipality

54 Retief Street, Ground Floor,

Mokopane, 0601

Name of Bidder	
CSD Master Registration Number	
Physical Address	
Contact Person(s)	
Contact Number(s)	
E-Mail Address	
Bid Amount offered (Ex Vat)	
Bid Amount In Words	

The sealed bid document must be deposited in the Tender Box provided at the Mogalakwena Local Offices, 54 Retief Street, Mokopane, 0601 by no later than **12h00 on 08 December 2025** where bids will be opened in public. Please be advised that the name, address, and contact details should be written on the back of the envelope.

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PART A: ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY

1. CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING DOCUMENTS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED ARE ATTACHED TO THE BID DOCUMENT:

Description	Yes/No			
MBD 1 — Invitation to Bid Is the form duly completed and signed?	Yes		No	
Authority to Sign a Bid Is the form duly completed and is a certified copy of the resolution attached?	Yes		No	
MBD 3.1 - Pricing Schedule — Firm Prices (Purchases) Is the form duly completed and signed?	Yes		No	
MBD 3.2 - Pricing Schedule — Non-Firm Prices (Purchases) Is the form duly completed and signed?	Yes		No	
MBD 4 Declaration of Interest Is the form duly completed and signed?	Yes		No	
MBD 6.1 Preference Points Claim Form Is the form duly completed and signed?	Yes		No	
MBD 8 Declaration of Past Supply Chain Practices Is the form duly completed and signed?	Yes		No	
MBD 9 Certificate of Independent Bid Determination Is the form duly completed and signed?	Yes		No	
Declaration for Municipal Accounts Is the form duly completed and signed?	Yes		No	
Experience of Bidder Is the form duly completed with relevant experience detailed and signed?	Yes		No	
Pricing schedule Is the form duly completed and signed?	Yes		No	

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

2. BID NOTICE & INVITATION TO BID



BID NO: 15-2025/2026

Mogalakwena Local Municipality hereby invites suitably qualified service providers to tender for the below mentioned project. The details of the project are as follows:

ADVERTISEMENT				
PROJECT NAME	TENDER NUMBER	BRIEFING SESSION	ADVERT DATE	CLOSING DATE
APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF MANAGED ICT SERVICES FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED	15-2025/2026	None	06 November 2025	08 December 2025 @12:00pm

Mogalakwena Municipality will evaluate, adjudicate and award the bids in accordance with the PPPFA of 2022

Bid documents can be downloaded free of charge from the Mogalakwena Local Municipality's official website, www.mogalakwena.gov.za or the e-Tender Portal, www.etenders.gov.za

Procurement inquiries: Supply Chain Management

Telephone Number: 015 491 9647

supplychain@mogalakwena.gov.za

Technical inquiries: IT Support

Telephone Number: 015 491 9900

itsupport@mogalakwena.gov.za

Fully completed bid documents complying with conditions of bid, clearly marked "**BID NO: 15-2025/2026**" bearing the name and address of the bidder in a sealed envelope and must be deposited in the Tender Box on the Ground floor, Mogalakwena Local Municipality, 54 Retief Street, Mokopane, 0601, by no later than **12h00 on Monday, 08 December 2025** where bids will be opened in public. Tenders received by way of facsimile, e-mail, telegraph, telephone, and late, will under no circumstances be considered.

Bids will be evaluated in terms of the Preferential Procurement Regulations, 2022, of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000, and other applicable legislation and will be based on an 80/20 preferential point system as defined in the Conditions of Tender, read with the Supply Chain Management Policy of Mogalakwena Local Municipality.

The municipality reserves the right to accept all, some, or none of the bids submitted, either wholly or in part, and is not obliged to accept the lowest bid.

Only prospective suppliers who are registered on the National Treasury's Central Supplier Database are eligible to bid.

**MM MALULEKA
MUNICIPAL MANAGER
Mogalakwena Local Municipality**

MBD 1: INVITATION TO BID

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MOGALAKWENA LOCAL MUNICIPALITY					
Bid Number	15-2025/2026	Closing Date	08 December 2025	Closing Time	12h00 p.m.
Description	APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF MANAGED ICT SERVICES FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED				
THE SUCCESSFUL BIDDER(S) WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD 7.1, MBD 7.2, OR MBD 7.3)					

DULY COMPLETED BID DOCUMENT MUST BE DEPOSITED IN THE MARKED TENDER BOX AT MOGALAKWENA LOCAL MUNICIPALITY, 54 RETIEF STREET, MOKOPANE, 0601, ON OR BEFORE 12H00

SUPPLIER INFORMATION					
Name of Bidder					
Postal Address					
Street Address					
Telephone Number	Code		Number		
Cellphone Number					
Facsimile Number	Code		Number		
E-Mail Address					
VAT Registration Number					
Tax Compliance Status		TCS PIN		CSD No.	
Preferential Points (80/20 or 90/10)		Price = 80/90		Preferential Points = 20/10	
				Total = 100	
Specific Contract Participation Goals				20	10
				Tick for claim	
Black people (With no franchise in the national elections before the 1983 and 1993 Constitution/HDI)				6	3
Women/Female (HDI)				3	1
People with disability (HDI)				3	2
Youth				4	2
Locality (within Mogalakwena municipality)				4	2
TOTAL HDI SCORE					
Total Number of Items Offered				Total Bid Price:	
Signature of Bidder				Date:	
Capacity under which this bid is signed:					
ENQUIRIES MAY BE DIRECTED TO					
Contact Person		Supply Chain Management			
Telephone Number		015 491 9649/9662			

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 retyped)
1.3 This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC), and where applicable, any other special conditions of contract.
2. TAX COMPLIANCE STATUS
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 the South African Revenue Services (SARS) to enable the organ of state to view the taxpayer's profile and tax status.
2.3 Application for the Tax Compliance Status (TCS) certificate or PIN may also be made via e-filing. To use this provision, taxpayers must 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 below.
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/CSB number.
2.7 Where no TCS is available, but the bidder is registered on the Central Suppliers Database (CSD), a CSD number must be provided.
3. QUESTIONNAIRE TO BIDDING FOREIGNERS
3.1 Is the entity a resident of the Republic of South Africa (RSA)?
3.2 Does the entity have a branch in the RSA?
3.3 Does the entity have a permanent establishment in the RSA?
3.4 Does the entity have any source of income in the RSA?
3.5 Is the entity liable in RSA for any form of taxation?
If the answer is "no" to all the above, then it is not a requirement to register for a Tax Compliance Status System PIN Code from SARS and if not, the bidder must register as per 2.3 above.

NB: Failure to provide any of the above particulars may render the bid invalid. No bids will be accepted and considered from persons in the service of the state.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

3. FORM OF OFFER AND ACCEPTANCE

OFFER (to be completed by the Tenderer)

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

BID NO: 15-2025/2026

APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF MANAGED ICT SERVICES FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED. The tenderer, identified in the offer signature block below, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of contract identified in the contract data.

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

_____ Rand
(in words)

R _____
(In figures).

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

Signature		Date	
Name			
Capacity			
Name of Tenderer			

Witness

Signature _____ Date _____

ACCEPTANCE (To be completed by the Employer)

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

The terms of the contract are contained in:

Part 1 Agreements and Contract Data (which includes this Agreement)

Part 2 Pricing Data

Part 3 Scope of Work

Part 4 Additional Documentation

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

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

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the tender document) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at or just after the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

For the tenderer

Name		Signature	
Date			
Capacity	Municipal Manager	Chief Financial Officer	
For the Employer	Mogalakwena Local Municipality		
Name of Witness		Signature	

4. GENERAL CONDITION OF BID

1. General Conditions of Contract

- 1.1 This bid is subject to the General Conditions of Contract (GCC) 2010 and, where applicable, any other Special Conditions of Contract (SCC). Whenever there is a conflict between the GCC and the SCC, the provisions in the SCC shall prevail.

2. Pricing

- 2.1 Rates and prices offered by the bidder must be written on the pricing schedule or form of offer of this document by hand, completed in full, and signed by a duly authorized signatory.
- 2.2 All prices shall be quoted in South African currency and must be **inclusive of VAT**. Bid prices that do not include VAT shall not be considered.
- 2.3 Bid prices must include all expenses, disbursements, and costs (e.g. transport, accommodation, etc.) that may be required for the execution of the bidder's obligations in terms of the contract. Bid prices shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the contract, as well as overhead charges and profit (if the bid is successful) unless otherwise specified.
- 2.4 All bid prices will be final and binding. A bid will not be invalidated if the amount in words and the amount in figures do not correspond, in which case the amount in words shall read out at the bid opening and shall be deemed to be the bid amount. Therefore, where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall apply.

3. Forward Exchange Rate Cover

- 3.1 In the event of price(s) based on the exchange rate, the successful bidder(s) will be required to obtain exchange rate cover to protect the Municipality against exchange rate variations.
- 3.2 The bidder must provide proof of forward exchange rate cover within fourteen (14) days after the order was placed.
- 3.3 If proof that forward exchange rate cover was taken out within fourteen days after the order was placed but the proof is not submitted to the Municipality with the invoice, the contract price adjustment will not be accepted, and the contract may be canceled.

4. Submission of Bids

- 4.1 Sealed bids, with the **"bid number and title"** clearly marked on the envelope must be deposited in the bid box on or before the closing date and time of the bid.
- 4.2 The bid box is situated in the Mogalakwena Local Municipality, Ground Floor, 54 Retief Street, Mokopane.
- 4.3 All attachment documents must be securely attached to the bid document. The Municipality shall not be held liable for any loss or damages due to the bidder's failure to comply with this condition.
- 4.4 If a courier service company is used for the delivery of the bid document, the bidder's description must be included in the delivery note/courier packaging and the courier must ensure that the bid documents are placed/ deposited into the bid box. The Mogalakwena Local Municipality will not be held liable for any bid document that is not timeously delivered, mislaid, or incorrectly delivered due to the negligence of the courier company or other party involved in the delivery of the bid document.

Please note:

- Bids that are deposited in the incorrect box shall not be considered.

- Mailed, telegraphic, or faxed bids shall not be accepted.
- Bid documents may only be completed in **black ink**. bidder errs while filling in the document
- The use of correction fluid and/or tape on the bid documents is prohibited. If there is an error, the bidder must draw a line through the error information, initial next to it, and make the correction directly above/below/next to it.
- All bids must be submitted in writing on the official forms supplied (not to be re-typed)

5. Opening, Recording, and Publication of Bids Received

- 5.1 Bids shall be opened on the closing date immediately after the closing time specified in the bid documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and any alternative bids will be read out aloud.
- 5.2 Details of the bids received in time will be recorded in a register which is open to public inspection.
- 5.3 Any bid received after the appointed time for the closing of bids **will not be considered** but shall be filed unopened with the other bids received, which bid(s) can be returned to the respective bidders at their request and cost.

6. Validity Period of Bids

Bids shall remain valid for ninety (90) days after the closing date of the bids.

7. Incorrect Information

Where a contract has been awarded on the strength of the information furnished by the bidder which after the conclusion of the relevant agreement, is proven to have been incorrect, the Municipality may, in addition to any other legal recourse at it has or may have, recover from the contractor all costs, losses, or damages incurred or sustained by the municipality as a result of the award of the contract.

8. Withdrawal of Bid During and After the Supply Chain Management (SCM) Process

- 8.1 When a bidder withdraws his or her bid during the SCM process, it must be in writing, prior to the award of the bid, of which Mogalakwena Local Municipality holds the right to accept or reject with or without a claim for any damages.
- 8.2 When a successful bidder withdraws or cancels the contract after the award of the bid to same, such bidder will be held responsible for any damages or administrative expenses incurred prior to the award of the bid.

9. Invoices

- 9.1 Invoices must be forwarded to the **Mogalakwena Local Municipality, 54 Retief Street, Mokopane, 0601**
- 9.2 Tax invoices must comply with the requirements stipulated by SARS (VAT Act, 89 of 1991)
- 9.3 Ordinary Invoice (Not VAT Registered)
- a) The word “**INVOICE**” must be displayed in a prominent place on the face of the invoice.
 - b) The official invoice number and date of transaction must be clearly displayed.
 - c) Trade name, legal name, registration number (if any) and address of supplier.
 - d) The official order number of the Mogalakwena Local Municipality is compulsory (non-compliance, no payment).
 - e) The Municipality’s name and address.
 - f) Accurate description of goods and/or services supplied/provided.
 - g) Price
- 9.4 VAT/Tax Invoice (VAT Registered)

- a) The words **“TAX INVOICE”** must be displayed in a prominent place on the face of the invoice.
- b) Address and VAT number of supplier
- c) The official invoice number and date of transaction must be clearly displayed.
- d) Trade name, legal name, registration number (if any), and address of supplier.
- e) The official order number of the Mogalakwena Local Municipality is compulsory (non-compliance, no payment).
- f) The Municipality’s name and address and VAT registration number (**4040106637**).
- g) Accurate description of goods and/or services supplied/provided.
- h) Unit of measurement of goods or services supplied or provided.
- i) Price and VAT amount

10. Payment Terms

- 10.1 It is the policy of Mogalakwena Local Municipality to pay all creditors by means of electronic funds transfer (EFT).
- 10.2 Creditors will be paid within 30 days after receiving an invoice and statement for the month in question, detailing all invoices during the month and reflecting the total amount due by the Municipality. The Municipality may, at its discretion, deviate from the but only in exceptional circumstances.

11. Poor Performance

Where a supplier fails to render the services within the stipulated period, or should services rendered be deemed not to the satisfaction of the Mogalakwena Local Municipality, the bidder will receive written notice of poor performance. Failure to address performance issues could result in the entire contract being reviewed or canceled.

12. Central Supplier Database

No awards will be made to a bidder who is not registered on the National Treasury’s Central Supplier Database.

13. Payment Terms

- 13.1 No bidder will be refunded any cost or disbursements incurred in respect of the project, save for where prior written approval of the Mogalakwena Local Municipality has been obtained in respect of such expenditure.
- 13.2 Any authorized disbursements will be refunded at the reasonable and actual cost determined by the Mogalakwena Local Municipality. Any expenditure incurred by the successful bidder in respect of authorized travel for the project will be refunded in accordance with the Mogalakwena Local Municipality’s travel policy as applicable from time to time. The rates payable for the use of private vehicles will be the prevailing rates quoted by the Automobile Association of South Africa.
- 13.3 All claims in respect of authorized disbursements (travel and subsistence costs) must be substantiated by documentary evidence such as receipts and logs of kilometres travelled.
- 13.4 All expenses incurred by the bidder for the proposal and presentations are the responsibility of the bidder and will not be reimbursed by the Mogalakwena Local Municipality.

14. Joint Venture Agreement or Consortia

- 14.1 Bidders intending to bid in a joint venture or consortium must submit the following documentation together with the bid:

- a) A valid Tax Compliance Status Verification PIN issued by SARS of all parties of the Joint Venture or Consortium, and
- b) all parties of the Joint Venture or Consortium must submit signed copies of:
 - (i) The Declaration of Interest Form
 - (ii) The Declaration of Bidder's Past Supply Chain Management Practices Form.
 - (iii) The Certification of Independent Bid Determination Form, and
- c) An undertaking duly signed by all parties of the Joint Venture or Consortium indicating their intention to enter into an agreement for the purposes of this contract, and
- d) A consolidated valid and original or certified copy of their B-BBEE Status Level Verification Certificate.

Further to the above, the name of the Joint Venture or Consortium must appear on the relevant pages of the document. Failure to comply with these requirements shall lead to disqualification.

15. Samples for Quality Control

- 15.1 If the samples are required in terms of specifications, such samples shall be supplied by the service provider at his or her own cost.
- 15.2 All samples approved will be retained by the Mogalakwena Local Municipality as standards for the duration of the contract.

16. Tax Compliance Status PIN

- 16.1 The bidder must submit a valid Tax Compliance Status PIN with the bid. Bidders should note that their tax compliance status shall be verified through the CSD and SARS.
- 16.2 Where a Tax Compliance Status PIN is not submitted with the bid, the Municipality shall use the CSD to verify the tax matter of the bidder.

5. GENERAL CONDITIONS OF CONTRACT

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 “Dumping” occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 “Force majeure” means an event beyond the control of the 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.
 - 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders

(prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported Content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the 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 supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillaries 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.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting, and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4 Standards

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

5. Use of contract documents and information inspection

- 5.1 The provider shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.
- 5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser if so, required by the purchaser.

6 Patent rights

- 6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a provider developed documentation/projects the intellectual, copy and patent rights or ownership of such documents or projects will vest in the Municipality

7 Performance Security

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

- 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:
- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8 Inspection, Tests and Analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 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.
- 8.4 If the inspections, tests, and analyses referred to in clauses 8.2 & 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests, and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9 Packaging

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

10 Delivery and Documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.

11 Insurance

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

12 Transportation

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

13 Incidental Services

- 13.1 The provider may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the provider for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.

14 Spare Parts

- 14.1 As specified, the provider may be required to provide any or of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:
- a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
 - b) in the event of termination of production of the spare parts:
 - i. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - ii. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15 Warranty

- 15.1 The provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 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.
- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

16 Payment

- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified
- 16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract. The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider.

16.4 Payment will be made in Rand unless otherwise stipulated.

17 Prices

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

18 Increase/Decrease of Quantities

18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19 Contract Amendments

19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

20 Assignment

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

21 Subcontracts

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

22 Delays in the Provider's Performance

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

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

- 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the provider.

23 Penalties

- 23.1 Subject to GCC Clause 25, if the provider fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23.2 If at any time during the performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding the timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of the contract.

24 Termination for Default

- 24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:
- a) if the provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - b) if the provider fails to perform any other obligation(s) under the contract; or
 - c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 24.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue the performance of the contract to the extent not terminated.

25 Anti-Dumping and Counter-Vailing Duties and Rights

- 25.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25.2 If at any time during the performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding the timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of the contract.

26 Force Majeure

- 26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

27 Termination for Insolvency

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

28 Settlement of Disputes

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

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

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

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

- a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- b) the purchaser shall pay the provider any monies due to the provider for goods delivered and/or services rendered according to the prescripts of the contract

29 Limitation of Liability

29.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- a) the provider shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the provider to pay penalties and/or damages to the purchaser; and
- b) the aggregate liability of the provider to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

30 Governance Language

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

31 Applicable Law

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

32 Notices

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

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

33 Taxes and Duties

- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.
- 33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidders are in order.

34 Transfer of Contracts

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

35 Amendment of Contracts

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

6. SPECIAL CONDITIONS OF CONTRACT

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Mogalakwena Local Municipality on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into the bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/We agree that:
 - a) the offer herein shall remain binding upon me and open for acceptance by the Mogalakwena Local Municipality during the validity period indicated and calculated from the closing time of the bid.
 - b) the bid and its acceptance shall be subject to the Supply Chain Management Regulations, the Municipal Finance Management Act, No. 56 of 2003, the Mogalakwena Local Municipality's Supply Chain Management Policy, and the General and Special Conditions of Contract, with I/we am/are fully acquainted.
 - c) If I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance or fail to fulfill the contract when called upon to do so, the Municipality may, without prejudice to its rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between the Municipality and myself/ourselves. I/we will then pay to the Municipality any additional expenses incurred by the Municipality having either to accept any less favorable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favorable bid. The Municipality shall have the right to recover such additional expenditure by set-off against monies which may be due to me/us under this or any other bid or contract or against my guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Municipality may sustain by reason of my/our default.
 - d) if my/our bid is accepted, the acceptance may be communicated to me/us by registered post and that the South African Post Office Limited shall be treated as delivery agent to me/us.
 - e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and I/we choose domicile citadel et executant in the Republic at (full physical address):

.....

.....
- I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of the bid, that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I/we accept that any mistakes regarding the price(s) and calculations will be at my/our risk.
3. I/We hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this agreement, as the principal(s) liable for the due fulfillment of this contract.

4. I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.

5. Are you authorized to sign this bid? * **YES or NO**

6. I/We confirm that I/we have declared all and any interest that I/we or any persons related to my/our business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

7. Has the Declaration of Interest been duly completed and included with the bid forms? **YES or NO**

8. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

8.1 I/We, the undersigned, who warrant that I/we am/are duly authorized to do so on behalf of the bidder, certify that the information supplied in terms of this document is correct and true, that the signatory to this document is duly authorized and acknowledge that:

8.2 The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Municipality if requested to do so.

8.3 If the information supplied is found to be incorrect and/or false then the Municipality, in addition to any remedies it may have, may:

a) Recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract, and/or

b) Cancel the contract and claim any damages which the Municipality may suffer by having to make less favourable arrangements after such cancellation.

BIDDER'S NAME : _____

BIDDER'S REPRESENTATIVE : _____

SIGNATURE : _____

DATE : _____

WITNESSES

1. **Name** : _____ **Signature:** _____

Date : _____

2. **Name** : _____ **Signature** : _____

Date : _____

MOGALAKWENA LOCAL MUNICIPALITY
CONTINUATION OF SPECIAL CONDITIONS OF CONTRACT

RULES IN RESPECT OF BID DOCUMENTS

“Council”	shall mean the Mogalakwena Local Municipality
“Committee”	shall mean the Committee of Council whose responsibility it is to consider bids and advise Council on acceptance or otherwise.
“Municipal Manager”	shall mean the accounting officer of the Mogalakwena Local Municipality, or such person appointed by Council to act in that capacity.
“Head of Department”	shall mean the head of the municipal department concerned with the particular bid or such person appointed by Council to act in that capacity.

All bidders are hereby advised in the event that the bid is accepted by Council all conditions and stipulations set out in this bid and in all forms, schedules and/or annexures hereto, will be the contract between the Bidder and the Municipality.

1. Bidders must acquaint themselves fully with the Rules, General Conditions, and Special Conditions of bids.
2. Failure on the part of the Bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications, and proposals in all respects, may in the sole discretion of the Municipality invalidate the bid.
3. Failure to sign the **Form of Offer** and the **MBD 1 Form** will invalidate the bid unless it is the acceptable bid received in which case Council may recommend it be considered as an offer after the signature by the bidder has been secured.

Bidders shall ensure that they have been provided with all the documents and drawings. Bidders must the department concerned immediately if there is any duplication or obscure typing or if there any doubt as to meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be assumed correct and no liabilities whatsoever will be admitted in respect of errors in the bid due to the foregoing.

4. Bidders shall quote delivery periods for the products specified and shall supply all the information called for on the attached data schedules.
5. Guarantee

Where applicable, bidders shall provide, at the time of bidding, details of the guarantee given with the products offered together with the period for which the guarantee is effective from date of delivery.

6. **No bid will be accepted unless made out on the forms provided.**
7. A signed copy of the conditions and specifications must accompany the bid.

8. Bids received after 12h00 on the closing date will not be accepted.
9. After the bids have been opened, a bid may not be withdrawn by the person or firm submitting it except with the concurrence of Council.
10. Council reserves the right to accept whole or a portion of any bid.
11. Should there be any difference between the prices or particulars contained in the official form of bid and those contained in the covering letter from the bidder the prices and particulars contained in the official form of bid, in all circumstances, shall prevail.
12. If any of the conditions on this bid form are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.
13. Bids must be submitted in sealed envelopes.
14. The bid number and title of the bid must appear on the front of the sealed envelope in which the bid is submitted.
15. The Municipality shall not be obliged to accept the lowest or any bid, only bidders with the necessary experience, qualifications and technical capacity to carry out the requirements of this bid must submit a bid in regard hereto. The Municipality will consider all prices and submissions made by bidders. Should the Municipality require that a special price and/or submission be reconsidered, it reserves the right to do so, subject to the Municipality requesting all bidders to submit such a request or revision of the bid proposal.
16. The bidder undertakes that they will make themselves and their staff members, officials and employees, and agents aware of appropriate legislation, regulations, and by-laws of the Municipality that might have implications on the bidder's activities in terms hereof.
17. Neither the Municipality nor any official of the Municipality will be held responsible for the loss of a potential opportunity to bid due to the failure of the bidder to comply with any of the requirements of this bid.
18. The covering letter or other matter submitted with the official bid document may explain, amplify, or illustrate, but not replace any part of the official bid document or the information furnished therein.
19. All data/information supplied by the Municipality will be received by the bidder at his/her risk. It will be the responsibility of the bidder to check and verify the accuracy of the data/information supplied by the Municipality. The Municipality will not be held responsible for any inaccurate data/information supplied.
20. **Two envelope system WILL NOT apply to this.**
21. PAYMENT OF MUNICIPAL SERVICES
Proof must be produced, together with the bidding documents that the entity is not indebted to the Municipality or the municipality in their area of residence, for a period of more than 90 days for services rendered/property rates payable. Bidders residing on farms with no municipal services should submit a letter from their Induna/owner stating the above.

22. INVITATION TO BID

Bids shall be invited by the Municipal Manager in terms of the Supply Chain Management Policy of the Mogalakwena Local Municipality.

23. ACCEPTANCE OF BIDS

After the opening of bids, the official designated by the Municipal Manager shall forward such bids to the Head of Department for whom such bids have been invited. The Head of the Department concerned will then consider the bids and prepare a preliminary bid evaluation report detailing any irregularity or defect in connection with the received bids or matters relating to the calling of bids to the Chief Financial Officer for further processing to the Bid Evaluation Committee (BEC).

24. BID DOCUMENTS

- a) Where applicable all bid documents and drawings are to be returned at the time of bidding except where an additional copy of the Schedule of Quantities is provided, a copy may be retained by the bidder for their records. The original Schedule of Quantities must be forwarded to the Mogalakwena Local Municipality.
- b) After awarding the bid, no documents will be returned to any unsuccessful bidder but will be retained by the Municipal Manager.
- c) All bid documents must be completed in black ink, and should any alteration, omission, erasure, or addition be made, it will not be recognized unless authenticated with the initials of the bidder and those of the witnesses of his signature. Bidders may, however, qualify their bid by a letter accompanying the bid documents.
 - (i) Any irregularity, incompleteness, or obscurity in a bid renders it liable for rejection.
 - (ii) Failure to sign the bid document will invalidate the bid, unless where the bid is only acceptable bid received in which case the Head of Department may recommend that it be considered as an offer after signature by the bidder has been secured.
 - (iii) Bidders shall check that they have been provided with the documents and drawings. Bidders must advise the Department concerned immediately if there is any duplication or obscure typing or if there is any doubt as to the meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be taken that there no doubts or errors, and no liabilities whatsoever will be in respect of errors in the bid documents due to foregoing.

25. DEPOSITS

The Mogalakwena Local Municipality does not charge a tender deposit and bid documents are downloadable free of charge from the Municipality's official website, www.mogalakwena.gov.za or from the e-Tender Portal, www.etender.gov.za

26. LATE BIDS

Any bid received after the closing date and time advertised for the receipt of bids shall **NOT** be considered.

27. COMMUNICATION PROHIBITED

- a) Except where clarification of a bid is necessary or whenever it is necessary to approach a bidder for an extension of the validity period of the bid, no communication, without the written authority of Council, shall take place between the bidder and any member or official of Council on a question affecting any matter which is subject of a bid between the closing date and time of a bid and the acceptance by Council of the bid. Only authorized Council officials may communicate with the bidder for questions of clarity or seeking an extension of the validity period of bids.
- b) In no case shall bids be returned or referred to bidders for amendment or completion in any respect without the written authority of Council.

28. COUNCIL NOT OBLIGED TO ACCEPT ANY BID

Council does not bind itself to accept the lowest or any bid, and where the bid documents allow for such cases, reserves the right to accept a portion of any bid. Council will not compensate the bidder in the preparation and submission of this bid.

29. DEVIATION FROM CONTRACT

Council reserves the right to deviate or procure goods and services outside of this contract if and when the need arises.

30. ALTERNATIVES

The bidder may submit alternatives which, in their opinion, are to the Council's economic and technical advantage.

31. CONTRACT DURATION

The contract will be valid for thirty-six (36) months or three (3) years from the date of appointment.

32. POST AWARD PRODUCT COMPLIANCE PROCEDURES

The following post-award product compliance procedure will apply:

- (i) In the case where the equipment has been discontinued/replaced with a new model, the service provider(s) will be required to submit a letter(s) from the Manufacturer/Supplier stating the changes and the approval be obtained from the Municipal Manager prior to executions of such changes.
- (ii) Furthermore, service provider(s) are expected to disclose information on the following:
- (iii) Financial implications and price variances
- (iv) Any potential risk
- (v) The new model should at least meet the minimum specifications of the original model.

- (vi) The delivery and installation of the new equipment cannot be effected without approval from the relevant head of the department.

33. DEMONSTRATIONS AND INSPECTIONS

- i. All bidders must be prepared to demonstrate, where required, free of charge and obligation, at the Mogalakwena Local Municipality or any other area within the boundary of its jurisdiction, any services offered in this bid.
- ii. Where officials are required to attend demonstrations or inspections outside the boundary of Mogalakwena Local Municipality's area of jurisdiction, all costs to attend such demonstrations shall be borne by the bidder.

34. PRICE ADJUSTMENTS

In the event of the total price increase exceeding the going rate of inflation during the bidding period, Council reserves the right to withdraw the bid and call for fresh bids. (see MBD 3.2 for price adjustment formula)

Prices for labour and materials submitted in the bid for the purpose of allowing for statutory increase must be ruling prices as of the date of bidding.

Should the bidder wish to place the risk of the rise or fall in certain items or factors of costs to the account of the Municipality, the bidder shall state specifically under a separate cover with respect to which items or factors of costs he wishes to avoid the risk of rise or fall and at what rate they have calculated those items or factors of costs in their offered price.

It should be emphasized that price adjustments based on the rate of exchange (ROE) will be allowed only on the imported content of the commodity and it should only meet the provider's additional costs on the imported content. Price adjustments due to fluctuations in the ROE should indicate the dates and period of effect issued by the South African Reserve Bank at 12h00 of the specified date. Unless any item or factor of costs is reserved in terms of this clause, the bid shall be considered to be a firm delivery price. (see MBD 3.2)

35. Where applicable, all redundant or unusable products, materials, or equipment that are removed from the site remain the property of the Municipality and shall be returned to the Municipality. The service provider shall obtain a written acceptance of the goods unless the bid states otherwise.

NB: THE FOLLOWING CLAUSES ARE REPEATED TO HIGHLIGHT THEIR VALUE AS FACTORS THAT LEAD TO THE REJECTION OF THE BID

- (i) All bid documents must be completed in black ink and should any alteration, omission, erasure, or addition be made, such will not be recognized unless authenticated with the initials of the bidder and those of the witnesses of their signature.
- (ii) Failure to sign the bid document will invalidate the bid, unless the bid is the only acceptable bid received in which case the Municipal Manager may recommend that it be considered as an offer upon securing the signature of the bidder.
- (iii) No correction fluid/tape may be used.
- (iv) Bidders shall ensure that they have been provided with all the documents and drawings. Bidders must advise the Municipality immediately if there is any duplication or obscure typing or if there is any doubt as to the meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be assumed correct, and no liabilities whatsoever will be admitted in respect of errors in the bid due to the foregoing.
- (v) Bids received after the official closing date and time of this bid will not be accepted.
- (vi) Proof must be produced, together with the bidding documents that the entity is not indebted to the Municipality or a municipality in their area of residence, for a period of more than 90 days for services rendered/property rates payable. Bidders residing on farms with no municipal services should submit a letter from Induna/owner stating the above.
- (vii) A valid Tax Compliance Status PIN or CSD Master Registering Number should be supplied on MBD 1 for verification.

NAME OF BIDDER :

ADDRESS :

TELEPHONE NUMBER :

NAME OF THE OFFICIAL : **POSITION**

SIGNATURE : ,, **DATE**

WITNESS

NAME : **NAME**

SIGNATURE : **SIGNATURE**

ID NUMBER : **ID NUMBER**

7. AUTHORITY OF SIGNATORY

Indicate the status of the bidder by ticking the appropriate box hereunder. The bidder must complete the certificate set out below for the relevant category.

COMPANY	PARTNERSHIP	JOINT VENTURE	SOLE PROPRIETOR	CLOSE CORPORATION

A. Certificate for Company

I, _____ chairperson of the board of directors of

_____ hereby confirm that by resolution of the board of directors

(copy attached) taken on _____ Mr/Ms _____ acting in the capacity

of _____, was authorized to sign all documents in connection with this bid for **Bid No: 15-2025/2026**

and any contract resulting from it on behalf of the company.

Witnesses:

1. _____ Chairman _____

2. _____ Date _____

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as _____ hereby authorize Mr/Ms _____ acting in

the capacity of _____

to sign all documents in connection with this bid for **Bid No: 15-2025/2026** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.

C. Certificate for Joint Venture

We, the undersigned, are submitting this bid offer in Joint Venture and hereby authorize Mr/Ms _____ authorized signatory of the company _____ acting in the capacity of lead partner to sign all documents in connection with this bid for **Bid No: 15-2025/2026** and any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of the partners to the Joint Venture.

Name of Firm	Address	Authorizing Name and Capacity	Authorizing Signature
Lead Partner:			

NOTE: A copy of the Joint Venture Agreement indicating clearly the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid. A board resolution, authorizing each signatory who signed above to do so, is to be submitted with the bid.

D. Certificate for Sole Proprietor

I, _____, hereby confirm that I am the sole owner of the

business trading as _____

Witnesses:

1. _____ Sole Owner _____

2. _____ Date _____

E. Certificate for Close Corporation

We, the undersigned, being key members in the business trading as _____

hereby authorize Mr/Ms _____ acting in capacity of _____

to sign all documents in connection with this bid for **Bid No: 15-2025/2026** and any contract resulting from it on our behalf.

Name	Address	Signatory	Date

Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Close Corporation as a whole.

8. RECORD OF ADDENDA

We confirm that the following communications received from the employer before the submission of this bid offer, amending the bid documents, have been considered in this bid offer.

No.	Date	Title or Details
1.		
2.		
3.		
4.		

Attach additional pages if more space is required

Failure to acknowledge any addendum released by the Mogalakwena Local Municipality may result in your bid submission being declared non-responsive.

Name of Bidder			
Signature		Name (Print)	
Capacity		Date	

9. BANKING DETAILS

It is the policy of the Mogalakwena Local Municipality to pay all creditors by means of direct bank transfers. Please complete this form and acquire your banker's confirmation.

ACCOUNT HOLDER	
NAME OF BANK	
ACCOUNT NUMBER	
ACCOUNT TYPE	
BRANCH NAME	
BRANCH CODE	
BRANCH CONTACT PERSON	
PHONE NUMBER	
FAX NUMBER	

I/We hereby request and authorize the Mogalakwena Local Municipality to pay any amounts that may accrue to me/us to the credit of my my/our bank account.

I/We further undertake to inform the Mogalakwena Local Municipality in advance of any changes in my/our bank account details and accept that this authority may only be cancelled by me/us by giving thirty (30) days' notice by prepaid registered post.

Alternatively, the bidder may submit a letter from their bank worded as above, providing the required details and signed by an appropriate bank official (attach behind this page).

Name of Bidder			
Signature		Name (Print)	
Capacity		Date	

10. DECLARATION OF MUNICIPAL ACCOUNTS

Declaration in terms of regulation 38(1)(d)(i) of the Local Government: Municipal Supply Chain Management Regulations

NB: Please note that this declaration must be completed by ALL bidders

- i. I, the undersigned hereby declare that the signatory to this bid is duly authorized and further declare that,
- ii. I acknowledge that according to regulation 38(1)(d)(i) of the Municipal Supply Chain Management Regulations the Municipality may reject the bid of the bidder if any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members/partners to the Mogalakwena Local Municipality, or to any other municipality or municipality, are in arrears for more than ninety (90) days or three (3) months.
- iii. I acknowledge that, should it be found that any municipal rates and taxes or municipal service charges as set out in (ii) above are in areas for more than ninety (90) days or three (3) months, the bid will be rejected and the Mogalakwena Local Municipality may take such remedial action as is required, including the rejection of the bid and/or termination of contract; and
- iv. The following account/s of the bidding entity has reference:

Physical Business Address(es) of the bidder	Municipality	Municipal Account Number

NB: If the above space is insufficient, please submit it on a separate page.

Please note that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the form below by means of a tick next in the relevant block.

Reason	Tick	Portfolio of Evidence
Bidding entities who rent premises from a landlord,		A signed copy of the lease agreement together with a letter from the landlord stating that no levies are in arrears
Bidding entities who operate from a property owned by a director/member/partner		Municipal account statement/s of a director/member/partner
Bidding entities who operate from farms/informal settlements		A letter from their Induna/owner
Bidding entities who operate from someone else's property.		A sworn affidavit stating the details and relationship with the property owner.

Attach latest municipal account statement behind this page. The portfolio of evidence must not be older than three (3) months from the close of this bid.

SIGNED AT _____ THIS _____ DAY OF _____ 20_____

Name of Duly Authorized Signatory: (Please Print): _____

Authorized Signature: _____

Witnesses:

1. _____

2. _____

Name of Bidder			
Signature		Name (Print)	
Capacity		Date	

11. CENTRAL SUPPLIER DATABASE

No awards will be made to a bidder who is not registered on the Central Supplier Database (CSD)

The establishment of a Central Supplier Database resulted in one supplier database to serve as the source of supplier information for all spheres of government. The purpose of centralizing the government's supplier database is to reduce duplication of effort and costs for both the suppliers and the government while enabling electronic procurement processes

Registration on the Central Supplier Database must be done online via the website: <https://secure.csd.gov.za/>

If the business enterprise is registered on the CSD and it is found subsequently that false or incorrect information has been supplied, then the Municipality may, without prejudice to any legal rights or remedies it may have:

- Cancel a bid or a contract awarded to such bidder/supplier, and the bidder would become liable for any damages if a less favorable bid is accepted, or less favorable arrangements are made.
- The same principles as above stated, should the successful bidder fail to request updating of its information on the Central Supplier Database, relating to changed particulars or circumstances.

IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING DATE AND TIME OF THE BID, THEN THE SUPPLIER BIDDER MAY BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

PROOF OF FULL REGISTRATION (ACTIVE VENDOR) WITH CSD SHOULD BE ATTACHED TO THIS PAGE

Name of Bidder			
Signature		Name (Print)	
Capacity		Date	

12. MBD 3.1: PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of Bidder:	Bid Number
Closing Time	Closing Date

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:	.....	
-	At:	.....	
-	Brand and Model	.....	
-	Country of Origin	.....	
-	Does the offer comply with the specification (s)?		*YES/NO
-	If not to specification, indicate deviation(s)	.....	
-	Period required for delivery	.....	
-	Delivery basis	.....	*Delivery: Firm/Not firm

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

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

*** Delete if not applicable.**

13. MBD 3.2: PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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	Closing Date

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:	.....	
-	At:	.....	
-	Brand and Model	.....	
-	Country of Origin	.....	
-	Does the offer comply with the specification (s)?		*YES/NO
-	If not to specification, indicate deviation(s)	.....	
-	Period required for delivery	.....	
-	Delivery basis	.....	*Delivery: Firm/Not firm

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

* Delete if not applicable.

MBD 3.2: PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON-FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES.
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1 - V) Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2 ...	=	Each factor of the bid price e.g. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t....	=	Index figure obtained from the new index (depends on the number of factors used).
R1o, R2o	=	Index figure at the time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index.....	Date	Index.....	Date	Index.....	Date
Index	Date	Index	Date	Index	Date

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF THE ABOVE-MENTIONED FORMULA. THE TOTAL OF VARIOUS FACTORS MUST ADD UP TO 100%

FACTOR (D1, D2, etc., e.g., Labour, Transport, etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to the rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT OF FOREIGN CURRENCY REMITTED ABROAD
				ZAR =		
				ZAR =		
				ZAR =		
				ZAR =		
				ZAR =		
				ZAR =		
				ZAR =		

2. **Adjustments for rate variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)**

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH CALCULATED PRICE WILL BE EFFECTIVE

14. MBD 4: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorized representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1	Full Name of bidder or his or her representative	
3.2	Identity Number	
3.3	Position occupied in the Company (director, trustee, shareholder)	
3.4	Company Registration Number	
3.5	Tax Reference Number	
3.6	Vat Registration Number	

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

3.8	Are you presently in the service of the state?	Yes	No
3.8.1	If yes, furnish particulars		
3.9	Have you been in the service of the state for the past twelve months?	Yes	No
3.9.1	If yes, furnish particulars		
3.10	Do you have any relations (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and/or adjudication of this bid?	Yes	No
3.10.1	If yes, furnish particulars		

3.11	Do you have any relations (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and/or adjudication of this bid?	Yes	No
3.11.1	If yes, furnish particulars		
3.12	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	Yes	No
3.12.1	If yes, furnish particulars		
3.13	Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of state?	Yes	No
3.13.1	If yes, furnish particulars		
3.14	Do you or any of the directors, trustees, managers, principal shareholders or stakeholders of this company have interest in any other related companies or businesses whether or not they are budding for this contract.	Yes	No
3.14.1	If yes, furnish particulars		

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

Full Name	Identity Number	State Employee Number
-----------	-----------------	-----------------------

Name of Bidder			
Signature		Name (Print)	
Capacity		Date	

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

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

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

15. MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022

This preference points claim form must form part of all bids estimated to exceed R30 000. It contains general information and serves as a claim form for preferential points for specific goals as prescribed in the PPPFA Preferential Procurement Regulations, 2022, the Broad-Based Black Economic Empowerment Act, and the promotion of local economic development.

1. GENERAL CONDITIONS

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

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

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

1.2. Points shall be awarded for:

- Price;
- B-BBEE Status Level of Contributor (Specific Goal 1); and
- Locality of bidder (Specific Goal 2)

1.3. The formulae and methodologies for calculating price and specific goal points as set out in the 2022 PPPFA Regulations 4 to 7 of PPPFA Preferential Procurement Regulations, 2022, shall apply.

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

Historically Disadvantaged Individuals - HDI	80/20 Preferential Point System	90/10 Preferential Point System	Means of Verification
	20	10	
Race – people who are Black, Coloured or Indian	6	3	CSD report and Certified Copy of Identification Documentation
Local Economic Development	4	2	Company head office residence within Mogalakwena Municipal Jurisdiction as per CSD and proof of residence
Gender - Women	3	1	CSD report and Certified Copy of Identification Documentation
Youth	4	2	CSD report and Certified Copy of Identification Documentation
Disability	3	2	Certified copy of Doctor's Certificate with medical practice number

To claim specific goals listed under 2.2 above the bidder must submit a municipal account statement in the name of the company or individual in the case of the sole proprietor.

1.5. Failure on the part of a bidder to submit proof of claim together with the bid will be interpreted to mean that the preference points are not claimed.

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

2. DEFINITIONS

- a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.
- b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals.
- d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- e) "Functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- f) "price" includes all applicable taxes less all unconditional discounts.
- g) "Proof of B-BBEE status level of contributor" means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person.
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice.
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- h) "Rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- i) "Specific goals" means specific goals as contemplated in Part 05 of Mogalakwena Local Municipality's Supply Chain Management Policy.

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE – THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

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

Where:

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

3.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

POINTS AWARDED FOR PRICE

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

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

Where:

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{max} = Price value of highest acceptable bid

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

- a) An invitation for bid for income-generating contracts, that either 80/20 or 90/10 preference point system will apply and the highest acceptable bid will be used to determine the applicable preference point system; or
- b) Any other invitation for bid, that either 80/20 or 90/10 preference point system will apply and that the lowest acceptable bid will be used to determine the applicable preference point system.

4.3 The organ of state must indicate the points allocated for specific goals for both the 80/20 and 90/10 preference point systems.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such. Note to bidders: The bidder must indicate how they claim points for each preference point system.)

The specific goals allocated in terms of this bid	Number of points allocated (80/20) (To be completed by the organ of state)	Number of points allocated (90/10) (To be completed by the organ of state)	Number of points claimed (80/20) (To be completed by the bidder)	Number of points allocated (90/10) (To be completed by the bidder)
Category 1: Ownership – Historically Disadvantaged Individuals (HDI) by unfair discrimination (No franchise in national elections before 1983 and 1993 Constitution)	16	8		
• Race	6	3		
• Female	3	1		
• Youth	4	2		
• Disability	3	2		
Category 2: Reconstruction and Development Programme (Government Gazette: 16085 of 23 November 1994)	4	2		
• Promotion of Local Enterprises (within the Mogalakwena Municipality)	4	2		
TOTAL	20	10		

Table 1

DECLARATION WITH REGARD TO COMPANY/FIRM

4.4 Name of company/firm _____

4.5 Company registration number _____

4.6 Type of Company/Firm

- Partnership/Joint Venture/Consortium
- Sole Propriety
- Close Corporation
- Public Company

- Private Company
- State Owned Company

4.7 I, the undersigned, who is duly authorized to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals of this bid, qualify the company/firm for the preference(s) shown and I acknowledge that:

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

.....
SIGNATURE(S) OF BIDDER(S)

SURNAME AND NAME:

.....

DATE:

.....

ADDRESS:

.....

.....

.....

16. MBD 6.2 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

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

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

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and

- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %

_____ %

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

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

- 5.1. If yes, provide the following particulars:

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

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

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

17. **MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

1. This Municipal Bidding Document must form part of the of all invited bids
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 to combat the abuse of the supply chain management system.
3. **The bid of any bidder may be rejected if the bidder or any of its directors have:**
 - a) Abused the Municipality's Supply Chain Management System or committed any improper conduct in relation to such system;
 - b) Been convicted for fraud or corruption during the past five years;
 - c) Wilfully neglected, reneged, or failed to comply with any government, municipal, or public sector contract during the past five years; or
 - d) Been listed in the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004.
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid**

ITEM	QUESTION	YES	NO
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the state? (Companies or persons who are listed on this database were informed in writing of their restriction by the accounting officer/authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied. The database of Restricted Suppliers can be accessed on the National Treasury's website www.treasury.gov.za .	YES	NO
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the National Treasury's Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act, No. 12 of 2004? (The Register for Bid Defaulters can be accessed on the National Treasury's website www.treasury.gov.za .)	YES	NO
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years.	YES	NO
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the Municipality/Municipal entity, or any other	YES	NO

	municipality/municipal entity, that is in arrears for more than three months?		
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and 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 contract?	YES	NO
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, the undersigned (full name), _____

certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Name of Bidder			
Signature		Name (Print)	
Capacity		Date	

18. MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document must form part of all bids¹ invited.
2. Section 4(1)(b)(iii) of the Competition Act, No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in the horizontal relationship and if it involves collusive bidding (or bid rigging)². Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
3. Regulation 38(1) of the Municipal Supply Chain Management Regulations prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a) take all reasonable steps to prevent such abuse;
 - b) reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c) cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals

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

I, the undersigned, in submitting the accompanying bid: _____

(Bid Number and Description)

In response to the invitation for the bid made by: _____
(Name of Municipality/Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive bidding.
7. In particular, with limiting the generality of paragraph 6 above, there has been no consultation, communication, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation);
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have 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 awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, No. 89 of 1998 and/or may be reported to the National Prosecutions Authority (NPA) for criminal investigation and/or may be restricted in terms of the Prevention and Combating of Corruption Activities Act, No. 12 of 2004, or any other applicable legislation.

Name of Bidder			
Signature		Name (Print)	
Capacity		Date	



PART B: SPECIFICATIONS AND PRICING SCHEDULE

19. TERMS OF REFERENCE/SPECIFICATIONS

1. INTRODUCTION

Local Municipality of Mogalakwena's Facilities and Operations business provides information technology (IT) to the organization as a key enabler to promote an efficient working environment for all and has implanted strategies that moved Local Municipality of Mogalakwena towards to becoming a technology- driven entity. The trend is to bring in the best service providers to manage these and have stringent service level agreements in place to manage expectations, policies, procedures and performance properly which is necessary for Local Municipality of Mogalakwena to enable economic growth and sustain current industries and members of the public.

2. BACKGROUND

Local Municipality of Mogalakwena invites reputable service providers who have vast experience in providing general Information Communication and Technologies (ICT) support services through the application of Information Technology Infrastructure Library (ITIL) service management practices, ISO 9001, ISO14001, OHSA18001 Standard and Quality Management Systems in compliance with the requirements outlined in more detail below. The capability of providing services such as application and hardware hosting, voice, data, printing, client computing, ICT infrastructure, professional services, financing and connectivity, is a primary requirement for this tender as Local Municipality of Mogalakwena is looking for a 'one-stop-shop' ICT solution.

3. MANDATE, OBJECTIVE AND SCOPE

Compliance with specification and statutory Regulations

4. SPECIFICATION

The successful bidder will be required to provide Local Municipality of Mogalakwena with the following services:

- i. Renewal of 350 Zimbra support license for 3 years
- ii. Renewal of Sophos Firewall license for 3 years
- iii. Renewal of 350 endpoint Sophos Central Intercept X with EDR and 17 Server license for 3 years.
- iv. Supply, install and upgrade all servers to windows 2025 x 17 with 3 domain controllers
- v. Renewal and supply of ManageEngine patch manager plus, end point central security edition & AD Audit plus for 3 years(350 desktop,12 servers 2 domain controllers)
- vi. Supply and installation of sound and video conferencing system at Exco Chambers, LLleka Lekalakala council chambers, Mayor boardroom, Round Boardroom, Speaker Boardroom, MM boardroom, Technical boardroom, Traffic & Emergency and old council Chamber.
- vii. Supply installation and configuration or continuation of 2 gig unlimited internet line (current internet service provider)
- viii. Supply installation and configuration or continuation on cloud hosting for servers, backups and DR.

- ix. Connecting of all municipal offices to main civic (parks, Electrical workshop, stores(AERIAL FIBRE CABLE), information centre & museum, swimming pool, Sewage, Works Depo, Mahwelereng Tech office, Mahwelereng Library, Mahwelereng Hall, Masodi Sewage plant, Mapela Thusong Centre, Bakenburg Office,Bakenburg library, Bakgoma Library, Dipichi, Salem, Rebone, Babirwa and Nkidikitlane.
- x. Supply & Installation and configuration of switches, cabling, cabinet and wireless AP and new site mention above
- xi. Development / migration and hosting, updating and maintaining of website(hosted externally)and intranet(hosted Externally)
- xii. Supply and delivery of SSL certificate for use on website and servers
- xiii. Supply & delivery of laptops
- xiv. Supply and installation PABX(must be compatible with existing (asstra and Yealink IP phones) and Cell phone SIP client. Must also port all Telkom lines
- xv. Server Room management,
- xvi. Network management,
- xvii. Corporate Messaging,
- xviii. Server management,
- xix. Service Desk Remote Management,
- xx. Telephony and Unified Communication,
- xxi. Generic Requirements

Supply installation and configuration or continuation on cloud hosting for servers, backups and DR

Server 1(Email)

- 8 * vCPU
- 32 GIB
- 800 GiB
- Linux Ubuntu

Server 2 (DC01)

- 4 * vCPU
- 16 GIB
- 300 Gig HDD
- Windows OS

Server 3 (DC)

- 4 * vCPU
- 16 GIB
- 300 Gig HDD
- Windows OS

Server 4 (payroll)

- 8 * vCPU
- 32 GIB
- 300 Gig HDD
- Windows OS

Server 5 (Traffic)

- 4 * vCPU
- 16 GIB
- 300 Gig HDD
- Windows OS

Server 6 (Radius)

- 4 * vCPU
- 16 GIB
- 300 Gig HDD
- Windows OS

Server 7 (Files)

- 4 * vCPU
- 16 GIB
- 300 Gig HDD
- 6 TB
- Windows OS

Server 8 (records)

- 4 * vCPU
- 16 GIB
- 300 Gig HDD
- 4 TB
- Windows OS

Server 9 (GIS)

- 16 * vCPU
- 32 GIB
- 300 Gig HDD
- 1TB
- Windows OS

Server 10 (water)

- 4 * vCPU
- 16 GIB
- 1TB HDD
- Windows OS

SUPPLY, DELIVERY, INSTALLATION, TESTING, REMOVAL OF OLD SYSTEM AND COMMISSIONING OF VIDEO CONFERENCING SYSTEM

PURPOSE

The purpose of this project is to supply, deliver, install, test, and commission a fully functional, high-quality video conferencing and audio solution in the EXCO Chamber and Leka Lekalakala Council Chamber at Mogalakwena Municipality.

The system should support hybrid (physical and virtual) meetings and be compatible with multiple conferencing platforms.

. GENERAL COMPLIANCE REQUIREMENTS

All bidders must note the following:

- Specifications are performance-based and intended to ensure functionality, integration, and durability.
- Any reference to specific brands is made only for descriptive purposes to define the level of quality or performance required and must be read as 'or equivalent.'

EXCO CHAMBERS VIDEO CONFERENCING SOLUTION (Approx. 18 Microphones)

Audio System

The system should include:

- Approximately 18 gooseneck table microphones (including 1 chairperson mic with priority functionality).
- At least 2 wireless microphones.
- Integrated recording facilities.
- A suitable amplifier providing clear and balanced sound coverage.
- Noise reduction or smart noise-proof technology.
- All necessary cables and accessories for full system functionality.
- Removal and disposal of the old system.

Video Conferencing Integration

The system should:

- Include at least **two high-definition cameras** capable of covering all participants.

- The video conferencing system must be suitable for large boardrooms accommodating **12–18 participants** and provide high-definition video coverage of all participants.
- It must include a dual-camera setup capable of wide-angle and focused views to ensure clear visual communication.
- The system should incorporate a remote-control interface or similar device for easy operation and management during meetings.
- It must feature **at least two microphone arrays** designed to capture clear, natural sound from multiple directions and a high-quality speaker or soundbar that delivers balanced audio output throughout the room.
- The solution must be interoperable with major video conferencing platforms, including Zoom, Microsoft Teams, and other recognized applications and software.
- It must offer plug-and-play connectivity through USB or equivalent interfaces, supporting seamless integration with existing municipal IT infrastructure.

Any reference to brand names or models is for descriptive purposes only, and equivalent or superior solutions meeting these functional requirements will be accepted.

- Support multiple conferencing platforms (e.g., Microsoft Teams, Zoom, Google Meet, etc.).
- Include necessary controllers or remote devices for camera and audio management.
- Provide seamless integration between microphones, cameras, and display equipment.
- Support hybrid meetings.
- Be easy to operate and maintain.

(Example: Yealink UVC84-BYOD-210 kit or equivalent solution for large boardrooms.)

Any reference to brand names or models is for descriptive purposes only, and equivalent or superior solutions meeting these functional requirements will be accepted.

Display and Projection

- 3 x 17" LED screens for front-row participants (Mayor, Corporate Manager, and Municipal Manager).
- **1 projector with the following minimum requirements:**
 - Full HD (1080p) resolution
 - Minimum 4000 lumens colour light output
 - 3LCD or equivalent display technology

- Wireless and wired connectivity (USB, HDMI, VGA, Miracast/iProjection or similar)
- Lamp life of at least 17,000 hours (Eco Mode)
- Split-screen and moderator functionality
- Capable of displaying content **to four screens** (1 main projector + 3 “3 x 17” LED screens).
- The system should be built to require very little maintenance, offering dependable performance and a long lifespan before any servicing is needed.
- It should have built-in wireless connectivity with easy screen mirroring and content sharing features to support smooth collaboration and effortless connection between devices.

LLEKA LEKALAKALA COUNCIL CHAMBER VIDEO CONFERENCING SOLUTION (Approx. 55

Microphones)

Audio System

The proposed solution must provide a fully integrated audio and video conferencing system suitable for council chamber use, accommodating up to 55 microphones with high-quality sound distribution and clear communication capabilities.

Minimum Requirements:

- 55 × conference microphones with built-in sound (including **1 chairperson microphone with priority functionality(Button)**).
- Digital **recording capability** for meetings and sessions.
- 4 × **wireless microphones** for mobility and flexibility.
- 1 × **amplifier** compatible with the overall sound system.
- 6 × **ceiling-mounted speakers** for the public gallery.
- 4 × **wall-mounted speakers** for optimal in-room audio coverage.
- The system must include **advanced noise suppression technology** to enhance clarity and minimize background interference.
- The solution must include a high-definition camera and codec system, or an equivalent product that provides similar or better performance to the Yealink VC800-VCM-CTP-WP system, with a **minimum of five (5) camera inputs**.

Any reference to brand names or models is for descriptive purposes only, and equivalent or superior solutions meeting these functional requirements will be accepted.

- The solution must be compatible with major video conferencing platforms, including Zoom, Microsoft Teams, and other standard video conferencing applications and software.
- The system must support hybrid meeting functionality (in-person and remote participation).
- The entire solution must be fully integrated to ensure seamless operation between audio, video, and display components.
- **Removal of the existing system must be included.**
- All necessary cables, connectors, and installation materials must be supplied and installed.

Display and Projection

The system must include a high-quality projection and display setup that provides clear visibility for all participants.

Minimum Requirements:

- 5 × 17-inch LED display screens for front-row users (Speaker, Mayor, Municipal Manager, and Corporate Manager).
- 1 × **projector** with the following **minimum specifications**:
 - Full HD resolution (1080p) with bright and vivid display output using 3LCD or equivalent technology.
 - High Colour and White Light Output of at least 4000 lumens.
 - Low-maintenance design for reliable operation over extended periods.
 - Built-in wireless connectivity with screen mirroring and sharing capabilities.
 - Energy-efficient performance with a lamp life of up to 17,000 hours in eco mode.
 - Collaborative features, including app-based projection (e.g., iProjection or equivalent), split-screen display, and moderator control.
 - Multiple input options: Wireless, USB, HDMI, and VGA.
 - Must be capable of displaying content on up to four (4) screens simultaneously (main projector screen and three (3×17) LED screens).

Microphone Layout Reference

- Front Row: 5 Microphones (1 × Chairperson microphone (with priority)).
- Row 1: 10 microphones

- Row 2: 12 microphones
- Row 3: 14 microphones
- Row 4: 14 microphones

PERFORMANCE AND QUALITY ASSURANCE

- The bidder must ensure compatibility and seamless integration.
- Installation must be done by qualified technical personnel.
- A demonstration or testing session is required post-installation.

System must be fully commissioned and operational upon handover

MM, TECHNICAL, ROUND, SPEAKER, MAYOR AND TRAFIC & EMERGENCY BOARDROOM.

Video conference system with

- 85" Professional Display
- Speakes
- Mics
- Solution needs to be able to work with ZOOM, TEAMS, and multiple video Conferencing software and Apps
- Able to record
- All needed cables, dongles & cabling must be included

OLD COUCIL CHAMBER

RACK MOUNTED WHEEL MOVABLE SOUND SYSTEM with

- Honeycomb protection surface
- Heavy duty pull bars
- Amplifier for PA system
- Recording Device or Sliding laptop for recording
- 2 x 200W each External SPEAKERS with its own tripod stands
- 4 x Cordless Mics (with portable case)
- All supporting cables

Laptops A – Qty: 10 (HP ZBook Firefly G11) or equivalent OR Better

Technical Specifications

Model: HP ZBook Firefly G11

Type: Mobile Workstation

Form Factor: Clamshell

Processor

Family: Intel Core Ultra 7 Series 1

Model: Intel Core Ultra 7 155H

Speed: 1.40 GHz (base) / up to 4.80 GHz (turbo)

Cache: 24MB

Cores: 16 cores

NPU: Intel AI Boost (up to 11 TOPS)

Display

Size: 14" (35.6 cm)

Type: WUXGA (1920 × 1200)

Features: Touchscreen, WLED, UWVA, Anti-Glare, 300 nits, NTSC 45%

Memory

RAM: 16GB DDR5-5600 (1×16GB)

Storage

Capacity: 1TB SSD

Type: M.2 PCIe Gen4x4 NVMe TLC

Graphics

Integrated: Intel Arc Graphics

Additional Features

Spill-resistant non-backlit keyboard

Windows 11 Pro

Mobile broadband supported (SIM slot)

Colour: Grey

Accessories (per unit)

1 × Laptop backpack

1 × Security cable

1 × Microsoft Office 2021 Professional

Laptops B – Qty: 20 (HP) OR equivalent or better

Key Specifications

Display

17.3" Full HD (1920 × 1080) IPS Anti-Glare

Processor

12th Gen Intel Core i5-1235U

Graphics

Integrated: Intel Iris Xe Graphics

Optional Discrete: NVIDIA GeForce MX550 (2GB GDDR6)

Memory

16GB RAM

Storage

Up to 1TB M.2 NVMe SSD

Operating System

Windows 11 Pro

Connectivity

Wi-Fi 6 (2×2)

Bluetooth 5.2

1 × USB Type-C (5Gbps)

2 × USB Type-A (5Gbps)

1 × HDMI 1.4

1 × Headphone/Mic combo jack

Security

TPM 2.0

Optional fingerprint reader

Webcam

720p HD webcam with dual-array microphones

Keyboard

Optional backlit keyboard

Accessories (per unit)

1 × Laptop bag

1 × Security cable

1 × Microsoft Office 2021 Professional

NB: All acquisition must be done following Mogalakwena SCM Policies and procedure

▪ **Scope of ICT Infrastructure Managed Service**

With only a few exceptions (noted below), Local Municipality of Mogalakwena intends to outsource the following ICT Infrastructure services to an external “managed service” provider. The service provider is required to conduct and complete audit of the existing infrastructure, hardware and software, configuration and process documentation for the service management alignment.

• **Server Room Management**

This component covers the provision of, installation, de-installation, configuration and management of the Server Room physical infrastructure including facilities, hardware and software support and maintenance; systems monitoring and housekeeping; storage management and capacity planning; backup and recovery; business continuity and disaster recovery planning and execution.

- **Network Management**

This component covers the management of network hardware and software support and maintenance; network security management; LAN Administration, network installations and de-installations, upgrades, etc. managed network technologies will include LAN, WAN, Wireless/WiFi, Optic Fibre, Microwave, and already supplied by another third party (e.g. VSAT, MPLS, ISP, etc.).

- **Corporate Messaging**

This component covers all aspects of the Municipality's internal and external email and corporate messaging systems, including synchronisation to mobile devices; collaborative and social networking tools.

- **Server management**

This component covers the provision of and management of standard configurations for the server infrastructure, including selected software, anti-virus, etc.; distribution of updates, patches, and new releases; component replacement on failure; systems monitoring and housekeeping; storage management and capacity planning; backup and recovery; business continuity and disaster recovery planning and execution, asset management services.

- **Telephony and Unified Communications**

This component covers the complete telephony, (voice and video) environment for the Municipality. It includes but not limited to the leased lines, fixed line, locally hosted, fully supported and fully monitored unified communication (UC) solution. The legacy PBX need to be upgraded with redundant and highly available UC solution. The integration with PBX, handsets, routers and POE switches to be supplied and supported on an acquisition and/or rental basis by the bidder on a minimum 3-year contract. The UC solution will include fully monitored view for Local Municipality of Mogalakwena, supported and maintained by the bidder.

Redundancy and high availability is critical for the proposed solution. All supplied infrastructure must be neatly installed, labelled and housed, per international industry best practices, in a lockable and cooled cabinet. Where no cabinet currently exist, the bidder must supply and install a new lockable and cooled cabinet. A one point (to be used for both data and voice) per user approach must be followed.

Voice

The Municipality offices currently use various voice connectivity. There is no telephone management solution (cost management solution) currently installed, and it is desired that the successful bidder will implement this solution upon appointment. The telco connectivity, interface, single number (where required for call centre) and rates per minute needs to be provided as a integrated offering.

Local Municipality of Mogalakwena makes use of single numbers, this must be integrated into the design and the current allocated number ranges must be kept. Local Municipality of Mogalakwena wants to keep all its existing numbers.

Data

Local Municipality of Mogalakwena makes use of a variety of connectivity. The service provider must monitor and managed the capacity in accordance with requirements.

Local Municipality of Mogalakwena plans to upgrade the current connection to a minimum capacity to cater for additional growth requirements. The successful bidder will be responsible for this requirement.

Video Conferencing

Local Municipality of Mogalakwena currently has a requirement for this service. The successful bidder will be expected to integrate the video conferencing solution with the UC to ensure a smooth delivery of all services.

• **Generic Requirements**

The following diagram expands on the Generic Requirements for any managed service provision – including Infrastructure Managed Services.



Out of scope infrastructure services

Not all aspects of Local Municipality of Mogalakwena’s ICT Infrastructure are listed within the scope of this RFP. The additional products, services and solutions required as a one-stop-shop will be provided on a per proposal basis to the successful bidder.

Mogalakwena Municipality ICT infrastructure Landscape

This section provides an overview of the current infrastructure landscape that the managed services provider will be expected to take over. It must be stated that the complexity and inter-dependencies of the past as a result of multiple service providers and the lack of documentation requires the new service provider to conduct and complete analysis of the infrastructure, including the transition of services.

Server Room

Local Municipality of Mogalakwena has one (1) main server room (civic centre) and a hosted cloud by Huawei

Network and LAN

As can be seen from the diagram above, Local Municipality of Mogalakwena operates a large and diverse network. The Local Area Network (LAN) components of this network are already running under separate managed services contracts and are include in the scope of this RFP.

Disaster Recovery and Business Continuity

Mogalakwena have an approved Disaster Recovery and Business Continuity. The Service providers will be expected to continue with the implementation of the DR and IT Business Continuity in line with the Cloud computing, IT strategy and backup policy.

The principle of a Clustered environment with shared storage is to create a Pool of Resources and storage that can be shared by the ICT Server requirements, in the case of the Municipality, the application servers that are required for the daily operations onsite are installed on the clustered environment in Virtual Machines (VM's), these VM's do not sit on one physical server but on a shared pool of resources made up of the Physical Server units within the Cluster.

This type of configuration gives the Municipality the ability to continue with day to day business even in the event of a hardware failure, as if one physical server unit has a hardware failure and cannot be used, the VM's within the shared resource pool or "Private Cloud" are automatically migrated to the remaining server and business can continue as normal although in a slightly slower situation, allowing the required action to be taken by the ICT Team to bring the environment back into a working state.

This solution is the first level of redundancy within the Municipality ICT environment, to mitigate the risk of a hardware failure and to allow business to continue.

Remote Backup Server Solution

As a second level of redundancy for the Local Municipality of Mogalakwena ICT Environment, a Remote / Separate Server solution must implemented and configured so that in the event of a total failure of the Onsite ICT environment, the Municipality can after a period, continue business as usual once the environment is brought up.

The current solution caters for the following:

- Availability services (replication) – 1 TB of data replicated daily
- Internet bandwidth for the replication
- 4 Test days per quarter
- Server included in Replication Schedule

The successful bidder will be expected to work with those companies required to ensure a smooth integration of all services.

Connectivity

Currently Local Municipality of Mogalakwena utilises a variety of WAN services SITA and SATSOFT(satellite software). The successful bidder will be responsible for this requirement. This will be dedicated to internal business requirements.

Cloud Computing

Mogalakwena currently host is services and the Huawei data centre and a 1 gig link from SATSOFT and 2 Gig internet

SCOPE OF SERVICES – SERVER ROOM MANAGEMENT

This section describes the services that Local Municipality of Mogalakwena is expecting to receive as part of the Server Room component of Managed Services. This section includes provision of product, solution, support and

administration services for all server room physical infrastructure including facilities, hardware, operating systems and other software products; systems monitoring and housekeeping; storage management and capacity planning; backup and recovery; business continuity and disaster recovery planning related to all servers located on the precinct. As the managed environment extend it will include new buildings and locations.

Acquisition Services

The Service Provider shall provide suitable products and OEM support and warranties as a service to the Municipality as and when required based on business requirements.

Support Services

The Service Provider shall provide support and administration services for all facilities, energy, cooling, cabinets, monitoring, server hardware, operating systems and other software products related to all servers in scope in Headquarters and Field Office locations, including documentation by following ITIL Service Management, ISO14001, OHSA18001 standards and processes and as per guidelines and policies as defined or agreed by Local Municipality of Mogalakwena. The sub-services include, but are not limited to:

- Server Room facility scheduled and remedial maintenance
 - Electricity connectivity
 - Uninterrupted Power Supply
 - Heating and Cooling
 - CCTV and Access Control
- Server Room Support and Maintenance;
- Systems monitoring;
- System hardware management and support;
- System software management and support;
- System Housekeeping Services;
- Storage Management and Capacity Planning;
- Database Administration;
- Backup and Restore Services;
- Reporting.

Implementation of Room Services

- **Server Room Support and Maintenance**
- The Service Provider shall maintain a stable live Server Room environment to achieve the applicable service levels stated in performance metrics section of this document.
- Items in-scope shall include all infrastructure elements and systems contained within the Server Room related to the servers in-scope defined above.
- The Service Provider shall perform routine administration and maintenance of the Server Room Facilities, and to this effect shall:
 - Undertake corrective maintenance ensuring that all problems are raised and logged centrally.
 - Ensure that all products and tools that support live operations comply with the defined technical standards, policies and procedures, and with government regulations.
 - Pro-actively inform the Municipality management if the operational environment in the server room is unsuitable and action is required.
 - Provide the services in accordance with ISO14001 and OHSA14001 standards

- Provide interface with relevant the Municipality teams to help ensure the fitness of the server room accommodation and operational environment conditions.
 - Maintain a log of all server room accesses.
 - Prepare and update Standard Operating Procedures (SOPs).
- **Systems monitoring**
 - Service Provider shall ensure that all System monitoring functions are periodically performed like:
 - Temperature
 - Generator status and fuel levels
 - Performance / uptime monitoring.
 - Log monitoring.

Minimum and Optimum Operating Hours

The Service Provider is expected to perform server room centre maintenance (hardware and software) minimising the impact on operations. This may require scheduling outages at lower usage periods, e.g. nights or weekends. This should be part of the base service and not incur any additional (e.g. overtime) costs. All changes to the systems (hardware and software) should be based on an approved Change Request (or Emergency CR). The Service Provider is expected to follow the established CORBIT and ITIL procedures when implementing a Change Request.

The minimum and optimum operating hours for Server Room services is on-site presence for 8 hours per day from 07:30 to 16:30, with on-call services outside these hours.

SCOPE OF SERVICES – NETWORK MANAGEMENT

This section describes the services that Local Municipality of Mogalakwena is expecting to receive as part of the Network and LAN component of Managed Services. This service is the operations of the current managed LAN environments and associated infrastructure elements for all Users on managed LANs. As the managed LAN/WAN network is extended it will include the new Visitors Centre building in 2018, and potentially include all new buildings that are commissioned in the coming years.

Acquisition Services

The Service Provider shall provide suitable products and OEM support and warranties as a service to the Municipality as and when required based on business requirements.

Support Services

The Service Provider shall provide management, maintenance and support of the current operational LAN environments and associated infrastructure elements at all in-scope locations, including documentation by following ITIL Service Management processes and as per guidelines and policies as defined or agreed by Local Municipality of Mogalakwena. The sub-services include, but are not limited to:

- Network Support and Maintenance
- Wireless and Microwave Networks
- LAN Administration
- Network Security
- Installation/De-installation

- Reporting

- **Network Support and Maintenance**

- The Service Provider shall perform the on-going support and delivery of all local networks, and ensure end-User and server connectivity to achieve the performance criteria specified for all Services.
- The Service Provider shall perform maintenance on all local network infrastructure components in line with the equipment manufacturers and/or Local Municipality of Mogalakwena guidelines and ensure that firmware is kept current and security patches are applied:
 - Network equipment components include but are not limited to, routers, firewall and load balancers, switches, hubs, modems and patch panels.
 - Other LAN components comprise the Traffic prioritization, Network Client Services, Network Monitoring servers, software and Scripts, networking protocols, address management, name resolution services.
- The Service Provider shall provide and administer the cable and patch panel management and perform patching to resolve problems or reconfigure the LAN. The Service Provider shall make recommendations on patches released by Manufacturers.
- The Service Provider shall ensure that any maintenance action leading to a Scheduled Outage or a noticeable degradation of service is planned via the appropriate Change and Release Process to minimize disruption to the service.

- **Wireless Networks**

The Service Provider shall manage and support a wireless LAN for authorised Municipality staff around the entire precinct.

- **LAN Administration**

- The Service Provider shall maintain the Mogalakwena Municipality IP addressing scheme and continuously support the implementation of optimal policy-based routing policies and architecture.
- The Service Provider shall allocate IP addresses when necessary and maintain the register of used and available IP addresses at Local Municipality of Mogalakwena.
- The Service Provider shall provide simple rule-based and/or intelligent filtering of traffic between different network segments along the following principles:
 - Create an IP-enabled network infrastructure supporting the injection of all traffic over IP, IP encapsulation and IP tunnelling.
 - Maintain clear physical and logical boundaries.
 - Limits complexity in top level routing.
 - Allow peering architecture and addressing hierarchy between the locations.
 - To include where appropriate traffic shaping and prioritization of IP based traffic.
 - To include, where appropriate, segmentation and implementation of networks using variable/fixed length subnet masks.
 - Maintenance and creation of V-LAN IDs.

- Maintenance and creation of Multi Link Trunks.
- To create, where appropriate, multicast address and support for one to many network broadcasts.
- The Service Provider shall implement access and authentication controls relating to the management and configuration of all intelligent components of the network.
- The Service Provider shall support the creation of an IP-centric organization enabling the convergence of all traffic, including IP voice and video.
- Where appropriate maintenance and creation of Internet Protocol version 4 and 6 address spaces.
- **Network Security**
 - The Service Provider shall ensure that wherever the Local Municipality of Mogalakwena Network connects to other networks, the Service Provider shall co-operate with the relevant parties to ensure that appropriate security measurements are implemented with a view to protecting the Network and its components from malicious attack and unauthorized access.
 - The Service Provider shall also ensure that users on the Network are prevented from making malicious attacks on other networks.
 - The Service Provider shall monitor the Network for any attempted or actual security breaches.
 - The service provider shall also do Security awareness training 4 times in a year and also do monthly awareness via Emails with posters.
- **Installation/De-installation**
 - Where installation/de-installation has been required and confirmed by the Municipality, the Service Provider shall be responsible for the complete set of associated works in line with Health and Safety (OHSA18001) requirement, and shall liaise with appropriate teams within the Municipality to this effect.
 - The Service Provider shall manage the installation / De-installation and testing as needed of all LAN changes in accordance with the procedures in place, updating the relevant documentations to reflect the changes, and informing operational service desk of the impact of the change.
 - Where works may be carried out by Third Parties appointed by the Service Provider, the end-delivery of the project remains the responsibility of the Service Provider. The Service Provider shall be responsible for the resolution of faults during installation and commissioning, and provide all necessary warranty and documentation.
 - Where works may be carried out by Third Parties appointed by the Municipality, the Service Provider shall have the responsibility to provide an efficient service interface for the successful end delivery of the works. The Service Provider shall remain responsible for the Service Support functions post-installation and the Service Management aspects, e.g. Configuration and Capacity Management.
 - An installation comprises any of the following elements:
 - Installation of structured cabling system, floor outlets and data points
 - Installation of equipment cabinets and active equipment in computer rooms and in the network
 - Installation of drop leads, patch cords, fibre patch cords for the connection of PCs, printers and server equipment and any other network peripheral connected to the structured cabling system
 - Installation of Network Interface Cards (NICs) and modems to networked equipment (physical and logical connection).

- All LAN (including both fixed wired and wireless networks) design, installation and testing works supplied by the Service Provider must comply with international standards (IEEE and ISO) including but not limited to:
 - Prevalent Standards specified Local Municipality of Mogalakwena
 - Structured cabling utilising Category 5, 6 or 6e standards
 - Fibre connectivity including single mode and multimode including FC and SC termination
- Provision of secure wireless networking operating 802. (B/G/N) – utilizing WPA-2 and other approved security authentication

• **Reporting**

- The Service Provider shall provide regular performance monitoring reports (frequency to be agreed) on network and LAN uptime, incidents, and other performance metrics agreed.
- The Service Provider shall provide input into the Capacity Planning exercise ensure that the networks are sized at the level required for the services to be provided.
- On request by Local Municipality of Mogalakwena, the Service Provider shall produce ad-hoc reports related to network and LAN service management aspect.

Implementation of new Network and LAN Services

- The Service Provider is expected to be actively involved in the development of new network and LAN services.
- Any service delivery will follow the agreed ICT Project and Governance process. The Service Provider would be expected to be involved in all aspects of the service development and to provide work and cost estimates as part of the approval process.
 - Maintain, as a component of the Asset Register, an audit trail of all changes in Assets. The audit trail shall include information relating to planned, ongoing and completed changes. The Service Provider shall record changes in location, configuration, and usage and where the Asset has been subject to a Problem or Incident.
 - Ensure that all information in the Asset Register is available to Local Municipality of Mogalakwena and shall provide summary reports on request.

Software Tools

- The Service Provider is expected to provide where required and use the management tools that are already established within the Municipality. The Municipality of Mogalakwena requires the following as a minimum:
 - Central Service Desk (**To be provided by the service provider. The preferred system is ManageEngine**)
 - Management Suite
 - Patch Manager (ManageEngine licence renewal.)
 - others

Minimum and Optimum Operating Hours

The minimum and optimum operating hours for the services are the same as those for Server Room (i.e. on-site for 8 hours per day from 07:30 to 16:30) with on-call services outside these hours.

Implementation of new Desktop services

- The Service Provider is expected to be actively involved in the development of Desktop services. Any service delivery will follow the agreed ICT Project and Governance process.
- The Service Provider would be expected to supply/acquisition of hardware, software and all aspects of the service development and to provide work and cost estimates as part of the approval process.

SCOPE OF SERVICES – CORPORATE MESSAGING

This section describes the services that the Municipality is expecting to receive as part of the Messaging component of the ICT Managed Service. This service includes all aspects of the email service, corporate communication and external messaging, including licenses and supporting the server side but excludes hardware and operating system; collaboration tools include any networked collaboration tools supporting all Users at the Municipality.

Acquisition Services

The Service Provider shall provide suitable products and OEM support and warranties as a service to the Municipality as and when required based on business requirements.

Support Services

- The Service Provider shall provide support services for Email, Instant Messenger, web email access, etc. for all Users at all in-scope locations, including documentation by following ITIL Service Management processes and as per guidelines and policies as defined or agreed by Local Municipality of Mogalakwena. The sub-services include, but are not limited to:
 - Email services (including calendar, Mail relay and filtering services).
 - Mobile data sync services.
 - Collaboration services.
 - Security Services.
 - Corporate communication systems.
 - User training.
- **Email services**
- The Service Provider shall:
 - Resolve incidents relating to email service that require changes including but not limited to:
 - Application / system configuration.
 - Operational aspects including availability, performance and stability.
 - Queue and retain email in the event of a failure in the mail server or a connection, to prevent messages from bouncing. The Service Provider shall gradually transmit queued email upon resolution of the problem to avoid overloading the servers.
 - Support email requirements of varying complexity, in terms of load and volume.

- Provide and support instant messenger services to all Users.
 - Provide and support web email services to all Users.
 - Support a management interface which provides, but is not limited to the following:
 - Configuration tools allowing the Municipality to set policies, rules and routing requirements.
 - Email activity trends, such as daily, weekly, monthly, and yearly volumes and patterns.
 - Email cleaned, deleted or rejected.
 - Management of user and domain permissions.
 - Real-time service statistics and availability data.
 - User and company domain activity.
 - Provide proactive filtering of incoming email for viruses, spam, malware, phishing, directory harvest, denial of service.
 - Provide Email messages relay service for other the Municipality applications requiring SMTP service.
 - Ensure that any changes made have followed the Change and Release management processes and do not cause a negative impact on applications and processes and those they continue to operate efficiently.
 - Update all relevant documentation in line with the Municipality policy and procedures.
 - Manage disk quotas for individual mail boxes.
 - Perform capacity planning.
 - Perform backup and recovery of data.
- **Mobile device data sync services**
 - The Service Provider shall:
 - Ensure that all the Municipality approved mobile devices including, but not limited to Smartphones, Tablets, iPhone, and PDAs and their associated ancillary equipment if any can synchronize with the Municipality email systems.
 - Ensure that these devices are appropriately configured for the Users.
- **Collaboration services**
 - The Service Provider shall:
 - Provide support for Users for all approved collaboration tools that includes but not limited to:
 - Application / system configuration.
 - Application installation.
 - Operational aspects including availability, performance and stability.
 - Be responsible for providing support to all approved collaboration tools including any 3rd party software.
 - Update all relevant documentation in line with the Municipality policy and procedures.
- **Security Services**
 - The Service Provider shall:

- Implement security procedures to preserve the confidentiality and integrity of all email traversing the Municipality network. These include, but are not limited to, authentication, encryption, and access restriction as required.
 - Perform periodic reviews of the existing email policy.
- **User training**
 - When new equipment and/or devices are made available to the Users, or when the User procedures are changed, the Service Provider shall ensure that User training and/or documentation is put in place in agreement with the Municipality.
 - The Service Provider shall undertake User training as appropriate. Activities involved in the delivery of this service include, but are not limited to:
 - Provide User training plan in agreement with the Municipality
 - Ensure Users are notified of date, location etc. of the training
 - Provide documentation / manuals for training purposes
 - Training on both the use of the equipment, and on how to improve the use of the service.
 - For all the services provided by the Service Provider, they shall coordinate with the relevant Local Municipality of Mogalakwena teams to administer the complete training service from request for training through to evaluation of the training delivered and shall make the results of all evaluations available to Local Municipality of Mogalakwena.

Minimum and Optimum Operating Hours

The minimum and optimum operating hours for Corporate Messaging services are the same as those for Desktop (i.e. on-site for 8 hours per day from 07:30 to 16:30) with on-call services outside these hours.

Implementation of new Corporate Messaging services

- The Service Provider is expected to provide the new network and LAN services including integration of messaging with IP telephony, instant messaging, presence notification, unified messaging, etc.
- Any service delivery will follow the agreed ICT Project and Governance process. The Service Provider would be expected to deliver accordingly in all aspects of the service development and to provide work and cost estimates as part of the approval process.

SCOPE OF SERVICE – SERVER MANAGEMENT

This section describes the services that Local Municipality of Mogalakwena is expecting to receive as part of the Server Room component of Managed Services. This section includes provision of support and administration services for all server room hardware, operating systems and other software products; systems monitoring and housekeeping; storage management and capacity planning; backup and recovery; business continuity and disaster recovery planning related to all servers located on the precinct. As the managed environment extend it will include new buildings and locations.

Acquisition Services

The Service Provider shall provide suitable products and OEM support and warranties as a service to the Municipality as and when required based on business requirements.

Support Services

The Service Provider shall provide support and administration services for all facilities, energy, generators, heating, cooling, cabinets, monitoring, server hardware, operating systems and other software products related to all servers in scope in Headquarters and Field Office locations, including documentation by following ITIL Service Management and processes and as per guidelines and policies as defined or agreed by Local Municipality of Mogalakwena. The sub-services include, but are not limited to:

- Server and Maintenance;
- Systems monitoring;
- System hardware management and support;
- System software management and support;
- System Housekeeping Services;
- Storage Management and Capacity Planning;
- Database Administration;
- Backup and Restore Services;
- Reporting.

- **System hardware management and support**
- The Service Provider shall:
 - Provide support and administration services for all server hardware including installation, maintenance and monitoring of the products including but not limited to:
 - Patches for server hardware firmware and BIOS.
 - Updates to server hardware firmware and BIOS.
 - Be responsible for all upgrades to server hardware.
 - Manage and liaise with third party suppliers of server hardware.
 - Produce and maintain a Capacity Plan covering all systems and proactively inform Local Municipality of Mogalakwena of the need for any changes.
 - Perform a periodic health check on all hardware.
 - Maintain a list of all users with system level privileges.

- **System software management and support**
- The Service Provider shall:
 - Provide support and administration services for all operating systems including installation, maintenance and monitoring of the products.
 - Perform routine upgrades to the Operating Systems.
 - Perform proactive maintenance of Server.
 - Ensure that appropriate approval is obtained from the Municipality prior to application of any vendor patches and/or upgrades.

- Manage and liaise with 3rd party suppliers for provision of OS / application software.
 - Deploy, configure and secure operating systems in use by the Municipality to vendor recommended best practice or other agreed standards.
 - Ensure that any software security related patches for Operating Systems or ancillary software is deployed in an agreed timely manner.
 - Implement monitoring of all Operating System.
 - Maintain a list of all users with system level privileges.
 - Ensure all application certificates are renewed and installed.
- **System Housekeeping Services**
 - The Service Provider shall ensure that all system administration functions are periodically performed like:
 - Preventative facility management.
 - System / file clean-up.
 - Server reboot as needed.
 - The Managed Service provider shall also:
 - Maintain firewall rules and policies.
 - Perform periodic intrusion detection testing and remediation.
 - Monitor supplier websites for critical security alerts and patches.
- **Storage Management and Capacity Planning**
 - The Service Provider shall provide managed storage area network and related storage services to include but not limited to:
 - The creation and assignment of storage space to servers and services.
 - Provision of storage connectivity including the installation of HBA, Switches, fibre connections.
 - Replication, where necessary, of SAN storage Logical Unit Numbers to remote locations.
 - Reallocation of Storage.
 - Storage capacity monitoring including alerting when utilisation exceeds at prescribed levels.
- **Database Administration**
- For databases within the scope of the Infrastructure Managed Services:
- The Service Provider shall provide database management, support and administration services including installation, maintenance, rebuilding indexes, tuning and monitoring of the database.
 - The Service Provider shall pro-actively inform Local Municipality of Mogalakwena of the need for changes in the size of the databases or the need to perform re-organization, due to indicative business growth, new developments, application enhancements or if opportunities for performance optimization are available.

- **Backup and Restore Services**

- The Service Provider shall operate a data backup and recovery service for the Municipality Server Room and the hosted cloud in accordance with agreed backup and recovery policy and Performance Targets.
- Align with the Municipality Disaster Recovery and Business Continuity Policy – agree and maintain the backup policy and procedures in line with Local Municipality of Mogalakwena standards and Performance Targets.
- Back-up system per agreed Backup Schedule – once authorised by the Municipality, set up, schedule and carry out relevant back-ups of all User and system data that is held on the servers per agreed Backup Schedules with the Municipality.
- In the event of a backup failure, load and unload back-up media at the Server Room and in the backup storage devices in accordance with the backup policy and procedure, restore lost or damaged files and retain back-ups of standard PC system build data.
- Carry out replacements of backup media in line with the manufacturers' guidelines and/or diagnostic information produced because of backup and restore processes.
- Recycle media at end of agreed retention period and replace where operationally desirable (e.g. wear and tear) per policy agreed with the Municipality.
- Where possible, ensure that data restore is tested on a regular basis to verify integrity of backups and back-up media per an agreed schedule with the Municipality.

- **Reporting**

- The Service Provider shall provide regular performance monitoring reports (frequency to be agreed) on server uptime, SAN usage, incidents, and other performance metrics agreed.
- Service Provider shall provide input into the Capacity Planning exercise to ensure that the Server Room is sized at the level required for the services to be provided.
- On request by the Municipality, the Service Provider shall produce ad-hoc reports related to server and Server Room service management aspects.

SCOPE OF SERVICE – SUPPLY OF TELEPHONY AND UNIFIED COMMUNICATION

The Service Provider shall provide both telephony and unified communication system as required to all authorised user Work Stations and peripherals by following ITIL Service Management processes and as per guidelines and policies as defined or agreed by the Municipality. The sub-services include, but are not limited to:

- VoIP telephony system (PABX) include a Call Account System (Call Management System);
- Unified communication;
- Video telephony;
- Integrated Video Conferencing;
- Fail-over Internet Connectivity solution

Acquisition Services

The Service Provider shall provide suitable products and OEM support and warranties as a service to the Municipality as and when required based on business requirements. In addition to the infrastructure must the service provider include SIP trunk, per second/minute call rates for cellular, local and international calls.

Support Services

The Service Provider shall provide support and administration services for Unified Communication systems and other software products related to all, including documentation by following the standard Service Management and processes and as per guidelines and policies as defined or agreed by the Municipality. The sub-services include, but are not limited to:

- IP Telephony;
- Video Telephony;
- System hardware management and support;
- System software management and support;
- System Housekeeping Services;
- Call routing and Management;

• **Telephony**

- Telephone solution portion of the Unified Communication and Collaboration system must include call processing, call control, call management, budget management and call recording
- The UCC to have a call queuing capability
- Unified services to include at least voicemail, presence, instant messaging, services and devices and fixed/mobile convergence
- Conferencing services to include at least audio conference, video conference, web conference/virtual meeting to any device.
- Voice services to include at least fixed mobile convergence, smart access number capabilities and geographic number portability
- System must include fax functionality i.e. fax lines must be provisioned through the system in addition to user extensions, and at least one fax per regional / satellite office
- System must be integrated with Enterprise Content Management and Exchange server/s and Facilities such as global address book and voicemail must be incorporated.
- All equipment must be new and genuine branded equipment, backed up by a 3-year warranty offered by the Original Equipment Manufacturer (OEM)
- The specific warranty requirement is for a 24/7 4-hour response; next business day replacement or repair. The warranty period covered should be a 3-year period with an option to extend such service for a further period 2-year period.
- The bidder/vendor should demonstrate the ability to carry critical stock items and price accordingly.
- The Municipality anticipates most employees in a long-term position eventually having an individual number and voice mail box. However, staff with short assignments, such as interns/learners, may not.
- The proposed system should scale to handle expansions or reduction of employee numbers for a site with no or very limited system administration. The equipment must be re-deployable at any site. The solution must be scalable in terms of the variability of size of sites and the number of increases in users per site.
- The Municipality is open to an option of an outsourced managed solution for service- level monitoring, diagnostics and trouble-shooting and change management of equipment, software and accounts. If not an option, identify the training requirements and skill level of staff required to maintain the equipment, software and accounts.
- The proposed solution must be easy to administer from the end user and administrator's perspective. Describe the diagnostic and monitoring tools available for local and central administration.

- Porting of lines from Telkom
- Provide compatible SIP client for cell phones(android & iPhone).
- **Fail-over Internet Connectivity**
 - The Municipality currently has an internet access link that connects the office directly into the internet.
 - The Municipality intends on upgrading this link to a minim, and retain the use of this connection for key business applications, eg Exchange, VoIP requirements, replication of backups, etc.
 - The last mile link needs to have a backup to the primary wired link that is provided on a different medium to ensure service continuity should something happen to the primary wired link;
 - Failover between the primary and backup link should be automatic and seamless and result in not more than 5 mins of downtime during the fail-over process;
 - The network implementation about routing and IP addressing should remain the same, irrespective of mode of operation (i.e. primary or failover);
 - Failback to the primary link, once the service is restored, should also be automatic;
 - Any change in state for the last mile service needs to automatically generate both an email and sms notification for the IT manager;
 - the Municipality's current network infrastructure has an uptime requirement of 95% for network access services where the preferred bidder, as a one-stop-shop, will need to ensure that uptime, as expected, is maintained and improve;
 - Preference will be given to bidders who are willing to enter into a punitive Service
 - Level Agreement (SLA) for the uptime requirement of above 95.0%.

Reporting

The proposed solution must include the ability to supply detailed usage reports on a monthly basis or on demand. The reports must also include number of jobs and cost, e.g. Enterprise Report, Department Report (as per Cost Centre), and User Report.

SCOPE OF SERVICES – GENERIC REQUIREMENTS

The following generic requirements apply to all aspects of Infrastructure Development, Support and Maintenance.

Service Management Processes(SYSTEM MUST BE PROVIDED BY SERVICE PROVIDER)

- The Service Provider shall provide the contracted service by following Service Management Processes as defined by Local Municipality of Mogalakwena or in the absence of a Process, by following best practice conforming to the ITIL v3 standards in agreement with Local Municipality of Mogalakwena. The Service Provider is expected to follow or interact as required, with the processes including but not limited to:
 - Incident Management
 - Problem Management
 - Change Management
 - Release Management

- Configuration Management
- Demand Management
- Service Portfolio Management
- Service Acceptance
- Financial Management
- Service Level Management
- Supplier Management
- Capacity Management
- Service Catalogue Management
- Availability Management
- ICT Security Management
- ICT Service Continuity Management
- Major Incident Management
- Service Request & Access Management
- Continuous Service Improvement
- Service Measurement & Reporting

Business Continuity

- The Service Provider is expected to follow the Business Continuity processes as per guidelines and policies defined by the Municipality. Any process defined for the delivery of services shall conform to the relevant Municipality BCP processes and approved by the Municipality.
- The Service Provider shall provide a single point of contact for all matters related to Business Continuity services.
- The Service Provider shall provide Business Continuity Management and be responsible for:
 - Ensuring that Business Continuity (BC) and Disaster Recovery (DR) Plan integrate with business continuity plans across the Municipality and, if required, other pertinent organizations.
 - Ensuring that appropriate business continuity and disaster recovery plans for all Service Provider processes, infrastructure and systems required to ensure that Service Levels are met.
 - Ensuring that all BC and DR plans are reviewed and agreed at least annually with the Municipality.
 - Ensuring that all BC and DR arrangements are tested to standards agreed with the Municipality at least annually.
- The Service Provider shall provide results of BC and DR tests and status of proposed or agreed changes arising from these with the Municipality and other agreed the bodies like, but not limited to the audit committee.

Policy and Standards

- The Service Provider shall provide the Municipality with a single point of contact (SPOC) for all Contract Management matters, and a clear escalation path on all services provided.
- The Service Provider shall provide the Municipality with a Reporting process, highlighting key individual responsibilities, dependencies and escalation path.

- The Service Provider shall advise of any change to the Management Structure through the life of the Contract.
- If necessary, the Service Provider shall, jointly with the Municipality, draft Service Levels for new areas of service prior to implementation and for proposed changes to existing Service Levels.
- For Projects awarded to the Service Provider:
 - The Service Provider shall manage the Project using an agreed and recognized project management methodology in line with the Municipality standards and policies.
 - The Service Provider shall provide product descriptions during the planning cycle for all products to be produced in line with agreed project management methodology.
 - The Service Provider shall follow the project management processes, ITIL based Service management processes that have been defined by the Municipality Project. Project office, or in its absence, follow a process with the prior approval of Local Municipality of Mogalakwena.

Annual Review

- The Service Provider shall cooperate with the Municipality to produce annual review reporting, which shall be available no later than 4 weeks after the end of the annual anniversary of the contract award date.
- The annual review shall include all reporting elements of the Service Management processes including but not limited to:
 - Service Provider's overview of the reporting year, e.g. key service improvements, cost savings, delivery of services or applications, SLA performance, benefits delivered to customers, major changes, and upgrades.
 - Financial overview of the reporting year, to include all key financial KPI's summarized for the year including network and desktop costs through the year as appropriate, savings achieved over previous year, etc.
 - Service Overview of the reporting year to include summaries of:
 - Performance Monitoring;
 - Capacity Management;
 - Availability Management;
 - Financial Management and Billing;
 - Incident Management;
 - Problem Management;
 - Change and Release Management; and
 - Configuration, Asset and Inventory Management.
 - Summary of customer satisfaction surveys undertaken through the year.
- For projects and new services:
 - Key projects and new services delivered in the year;
 - Innovation and solutions presented to the Municipality;
 - Project Performance summary.

Monthly Reports

- The Service Provider shall cooperate with the Municipality to produce a monthly service report to be available no later than 10 working days after the first working day of the month.

- The monthly report shall be concise and in readable electronic format.
- The details of the monthly service management report would include.
 - RAG (Red, Amber, Green) status of all contract areas;
 - Performance against SLAs;
 - Major incidents;
 - Change Requests;
 - Business and service improvement plans;
 - Configuration management changes;
 - Preventative maintenance report;
 - Changes to Assets and inventories;
 - IMACs report;
 - Networks and Applications availability; and
 - Security issues report.

Project and Development Management

The Service Provider shall provide regular performance monitoring reports (frequency to be agreed) on infrastructure service development and maintenance productivity, timeliness of delivery of projects / releases, software quality, reliability of estimates and reasons for variations between estimates and actuals.

Ad-hoc Reports

On request by the Municipality, the Service Provider shall produce ad-hoc service or financial reports within a timescale of up to two days for any of the contracted Services.

Satisfaction Survey

The Service Provider shall cooperate with the Municipality to conduct Satisfaction Surveys at mutually agreed intervals to measure User satisfaction with the support and delivery of the services at all levels of the organisation.

Access to Infrastructure

The Municipality will provide access to all Production and non-Production environments for all ICT infrastructure within the scope of this RFP. When working from remote sites (off-site support) the Service Provider will ensure that adequate security is in place to safeguard the Municipality infrastructure and data. This will include, amongst others, ensuring that all remote access is via VPN or other secure links.

If, for ease of support and maintenance, the Service Provider needs to replicate locally any infrastructure components, they will ensure that this is done in an isolated and dedicated container logically and physically separated from any in-house equipment. The Service Provider must request and obtain the Municipality's permission beforehand.

License and Asset Management

- For all work performed from Local Municipality of Mogalakwena's premises, the Municipality will provide standard office Facilities to support and maintain the infrastructure.

- For all work performed remotely by the Service Provider from their own premises (off-site), the Service Provider will be responsible to provide desktop support, communications links with adequate bandwidth, and all software and hardware necessary to support the Municipality infrastructure. This includes any the Municipality infrastructure that the Service Provider replicates for support or development purposes.
- As described under the specific service descriptions, the Service Provider is expected to maintain the asset register for all the Municipality assets under its mandate.
- The Municipality will maintain control and ownership of all software licenses and the relationship with the respective software vendors.

Vendor Management

- The Service Provider will be expected to manage the day to day relationship with suppliers and the underpinning contracts for support and maintenance of software and hardware under their control. This will include:
 - Coordination with vendors for support services.
 - Logging and monitoring incidents and problems with OEM suppliers.
 - Escalation of incidents and problems as required ensuring speedy resolution or the provision of an acceptable work-around pending resolution.
 - Managing any assets sent for repair or replacement.
 - Periodic review, with the Municipality, of the vendor's performance against the SLAs in the under-pinning contracts.
- The Service Provider may be asked to participate in contract and SLA negotiation but the primary responsibility will remain with the Municipality.

TECHNICAL CAPABILITY REQUIREMENTS – SKILLS INVENTORY

For service development projects the Municipality intends to issue Statements of Work (SOWs) to the Service Provider either for the delivery of a turn-key solution (at an agreed price), or on a Time and Materials basis.

For T&M based SOWs, we would expect the Service Provider to work off a pre- established rate card based on the specific skills required.

This section outlines the skill sets that we envisage requiring as part of the overall Infrastructure Managed Services contract.

Service Development

This category includes the profiles that may potentially be required to assist the Municipality to develop new infrastructure services or to perform future upgrades the existing ICT infrastructure and associated services.

Senior Infrastructure/Network Specialist:

- **Tasks:**
 - Performs complex design, engineering, implementation, maintenance, and upgrade of the servers, local area network (LAN) and/or wide area network (WAN), and/or security infrastructure located at the Municipality.
- **Required skills:**
 - Experience in designing, developing, and implementing new virtual environments based on virtualization technologies such as VMWare, Hyper- V, iSCSi/FC SANs

- Experience with iSCSi/FC NetApp SAN storage systems
- Experience with WAN optimization
- Strong background in LAN and WAN TCP/IP networking environment and experience designing, developing, installing, managing and monitoring network security and routing solution including Checkpoint firewalls and CISCO routers.

Senior Microsoft Systems Specialist:

- **Tasks:**

- Provide expertise for any project that requires integration with Microsoft Windows Servers, SQL Server, IIS, SharePoint, and/or Microsoft Active Directory.

- **Required skills:**

- Experience (min 8 years) current and recent versions of Microsoft Windows Server and associated components.
- Microsoft Active Directory.
- Microsoft SQL Server, including BI services and integration.
- Microsoft SharePoint Server, including workflow services.
- Microsoft Dynamics CRM.
- Microsoft Server Certification.

Junior Microsoft Systems Specialist:

- **Tasks:**

- Provide expertise for any project that requires integration with Microsoft Windows Servers and Desktop, and/or Microsoft Office.

- **Required skills:**

- Experience (min 4 years) current and recent versions of Microsoft Windows Server and Desktop OS.
- Current and recent versions of Microsoft Office, Outlook, and associated software.
- Microsoft Server Certification.

Zimbra Specialist:

- **Tasks:**

- Provide technical leadership, standards and best practices during infrastructure design and implementation phases of Zimbra.
- Work with the managed service provider to ensure all proprietary and third party applications properly integrate with the firm's network infrastructure.
- Perform data migration from redhat to ubuntu

- **Required skills:**

- Strong experience in designing, implementing and optimizing Zimbra system over MPLS and VSAT WAN
- Proven migration experience of zimbra systems.

- Zimbra certification.

Microsoft Active Directory Specialist:

- **Tasks:**

- Provide technical leadership, standards and best practices during infrastructure design and build phases of the Microsoft Active Directory service.
- Work with the Applications and Infrastructure teams to ensure all proprietary and third party applications properly integrate with Microsoft Active Directory.

- **Required skills:**

- Strong experience in designing, implementing and optimizing Active Directory services over MPLS and VSAT WAN for 300+ nodes global network infrastructure and proven architectural experience with LDAP infrastructures and naming service.

Infrastructure Security Specialist:

- **Tasks:**

- Perform infrastructure security audits
- Perform penetration tests
- Document exposure threats, risks, prevention and mitigating actions
- Advice on preventative and corrective actions to take
- Prepare security policies
- Assist in infrastructure system design

- **Required skills:**

- Experience (10 years +) in management, design, and development of security aspects of business-critical infrastructure;
- Experience in all aspects of network and ICT infrastructure security;
- Knowledge of PKI, encryption, certificates, etc.;
- CSSA / CSSM certification a distinct advantage.

Senior Wireless Specialist:

- **Tasks:**

- Performs complex design, engineering, implementation, maintenance and/or wireless infrastructure
- Analyse and propose improvement plans as and when required
- Monitor network performance and troubleshoot problem areas as needed
- Liase with stakeholders, including vendors and other engineers, to ensure the timeous resolution of issues
- Work either individually or in a team to completed tasks in the shortest period possible

- **Required skills:**

- Experience in designing, implementing and troubleshooting complex Wireless Environments
- 10+ years' experience in enterprise Wireless networks
- CCNA/CCNP/CCIE require

- General documentation skills and exceptional organizational skills

Senior Collaboration Specialist:

- **Tasks:**

- Performs complex design, engineering, implementation, maintenance of Collaboration Environments
- Analyse and propose improvement plans as and when required
- Monitor network performance and troubleshoot problem areas as needed
- Liaise with stakeholders, including vendors and other engineers, to ensure the timeous resolution of issues
- Work either individually or in a team to completed tasks in the shortest period possible

- **Required skills:**

- Experience in designing, implementing and troubleshooting complex Collaboration Environments
- 10+ years' experience in enterprise Collaboration Environments
- CCNA/CCNP/CCIE require
- General documentation skills and exceptional organizational skills

Senior Datacentre Specialist:

- **Tasks:**

- Performs complex design, engineering, implementation, maintenance of Datacentre Environments
- Analyse and propose improvement plans as and when required
- Monitor network performance and troubleshoot problem areas as needed
- Liase with stakeholders, including vendors and other engineers, to ensure the timeous resolution of issues
- Work either individually or in a team to completed tasks in the shortest period possible

- **Required skills:**

- Experience in designing, implementing and troubleshooting complex Datacentre Environments
- 10+ years' experience in enterprise Datacentre environments
- CCNA/CCNP/CCIE require
- General documentation skills and exceptional organizational skills

Senior Security Engineer:

- **Tasks:**

- Performs complex design, engineering, implementation, maintenance of Network Security products
- Analyse and propose improvement plans as and when required
- Monitor network performance and troubleshoot problem areas as needed
- Liaise with stakeholders, including vendors and other engineers, to ensure the timeous resolution of issues
- Work either individually or in a team to completed tasks in the shortest period possible

- **Required skills:**

- Experience in designing, implementing and troubleshooting complex network security environments
- 10+ years' experience in enterprise security products
- CCNA/CCNP/CCIE require
- General documentation skills and exceptional organizational skills

Service Design

Technical Analyst:

- **Tasks:**

- Provide technical leadership, standards and best practices during infrastructure design, build, migration and deployment phases;
- Analyse and scope the area of analysis, working with project managers and business sponsors to clarify the level and complexity of the business analysis effort needed for a new project;
- Select the appropriate elicitation techniques to efficiently identify critical business requirements;
- Conduct effective requirements reviews to improve the quality of requirements deliverables;
- Build strong relationships with project stakeholders.

- **Required skills:**

- Experience (10 years +) in management, design, and development of business-critical infrastructure.
- Experience (10 years +) in infrastructure platform migration and deployments with expert knowledge in network design, storage, backups, security and monitoring technologies.
- Excellent command of spoken and written English.
- Relevant Project Implementation experience involving all stages of a project life cycle.
- ITIL Change control procedures.
- Ability to carry out information gathering exercises, document results and compile project deliverables, such as requirements definition, fit-gap analysis, cost-benefit analysis, feasibility studies, project vision and strategic planning.
- Interpersonal skills required include: Ability to work in a truly multicultural environment; Ability to organize and carry out workshops/brain-storming sessions with clear objectives; Good communication skills and able to explain and present complex topics to audience of variety level of IT expertise;
- Expert knowledge of IT productivity tools, such as MS Office, (Word, Excel, PowerPoint), and process documentation tool(s) such as Visio, MS-Project.

Infrastructure/Network Architect:

- **Tasks:**

- Contributes to ensuring that the Municipality has an appropriate IT architecture to meet the strategic direction of the Municipality.
- Creating roadmaps that will deliver convergence to the new architecture.
- Monitoring progress against roadmaps to ensure desired outcomes are achieved
- Define standards related to the infrastructure architecture.

- Identify the impact on other systems of new proposed infrastructure changes and undertake a gap analysis to define areas of discrepancy.
- **Required skills:**
 - Experience (10 years +) in management, design, and development of business-critical infrastructure.
 - Large Network Infrastructure architecture and design experience across multiple technologies: Hardware Platform, Enterprise Storage, Virtualization, Security, Software tools and Automation.
 - Experience in management of Internet-based real-time applications.
 - Strong project management skills with multi-faceted teams.

Service Support and Operations

In addition to some of the skill profiles included under Service Development and Service Design.

Telecommunications Professional:

- **Tasks:**
 - Deploy various telecommunications solutions in accordance with the Municipality standards; Be responsible for monitoring and maintenance of various telecommunications systems deployed by the Municipality around the precinct;
 - Install, configure and commission conventional and digital RF systems in accordance with the Municipality requirements, ITU standards and local regulations;
 - Install, configure and commission satellite earth stations in accordance with the Municipality requirements, ITU standards, EMC/GVF recommendations and local regulations;
 - Integrate telephony solutions into the new or existing network infrastructure, ensure their survivability and interfacing with VSAT, WAN, PSTN as described in project documentation of the Municipality;
 - Deploy wireless communications solutions, video surveillance systems, manage cabling and infrastructure projects, install power systems in accordance with the Municipality standards, requirements of manufactures and local regulations; Liaise with authorities to timely obtain required permits and authorizations;
 - Perform diagnostics and repair of hardware problems pertaining to the HCR telecommunications equipment;
 - Assess and provide recommendations on standard telecommunications hardware specifications;
 - Assist in the analysis and definition of telecommunications solutions for systems under development;
 - Provide information on availability of support packs, relevant firmware updates. Ensure that software and firmware of associated telecommunications systems is updated to comply with the latest the Municipality guidelines on security and performance.
 - Install and configure Tele- and Video conferencing solutions in accordance with the Municipality standards;
 - Be ready/responsible to administrate (create updates and guidelines etc.) and schedule Tele- and Video conferences but also develop a best practice in accordance with our existing- and future resources;
 - Be prepared to work outside normal working hours to conduct installations, maintenance and other infrastructure support activities;
 - Liaise with technical units within the Municipality concerning deployment, configuration and troubleshooting of telecommunications equipment and solutions;
 - Ensure that performance of telecommunication solutions in compliant with maintenance contracts and SLA provisions; Liaise with the Municipality technical units for timely resolution of incidents;

- Apply a variety of specialized software tools to remotely access, monitor, support and configure data and voice network components;
 - Perform LAN administration functions when required;
 - Provide support to ICT services of the Municipality in solving connectivity and data infrastructure problems;
 - Extended experience with TCP/IP networks, VPN, firewalls, routers and information security procedures;
 - Ability to use network analysis tools;
 - Maintain asset database within the area of technical responsibility;
 - Assist in decommissioning of obsolete equipment as required by the Municipality regulations;
 - Generate telecommunications reports (periodic, mission, etc.);
 - Provide support to staff on the use of telecommunications equipment, advise on best practices and communications standards, explain troubleshooting and safety procedures;
 - Provide telecommunications advice to implementing partners of the Municipality.
- **Required skills:**
 - Experience (5+ years) in installing, configuring and managing telecommunications equipment in large and complex environment within standard operating procedures.
 - Experience in LAN and WAN TCP/IP voice and data infrastructures, experience managing and monitoring network performance;
 - Proven ICT project management experience;
 - Experience in customer services and the ability to provide a professional interface with the user community.
 - Good interpersonal skills.
 - Experience in managing and keeping up to date information in a stock control / asset management system.
 - Proven ability to trouble-shoot networking issues and provide viable solutions or temporary work around to keep the data and voice solutions operational.
 - Proven ability to perform problem management and root cause analysis.
 - Proven ability to work with attention to details and under pressure.
 - Proven experience of working in large organizations with a multicultural environment.

Mobile Device Specialist:

- **Tasks:**
 - Configure mobile devices, create and deploy security and device management policies based on the organization's standards and corporate policies, carry out functionality and configuration tests on devices as well as on mobile applications and solutions, troubleshoot problems and support devices including iOS (Apple), Blackberry (RIM), Android (Google) and Windows Mobile (Microsoft);
 - Design user interface architecture and workflows, develop mobile applications, integration with web services, back-end connectivity to databases and other applications, develop API platforms for existing services.
- **Required skills:**
 - In-depth hands-on experience in configuring, pushing out device management and security policies, troubleshooting (both client side and server side) and supporting one or more mobile devices including iOS (Apple), Blackberry (RIM), Android (Google) and Windows Mobile (Microsoft)

- Strong Experience with enterprise-level mobile device and applications management / synchronization
- Strong concept & data visualization and interaction design skills including task flows, user object models, wireframe etc.
- Strong experience with SDK tools including iOS SDK, Android SDK etc.
- Experience with front-end programming languages including PHP, .NET, Java, etc., with back-end databases including MS SQL Server, MySQL, and with mobile technologies.

Project Management

This category includes the profiles that will be required to manage and run the upcoming infrastructure upgrade and migration projects. The Municipality will be looking for a partner with a proven track record in the successful implementation of large ICT infrastructure projects and with a strong pool of resources to support those activities.

Project Manager:

- **Tasks:**

- General project management of an ICT Infrastructure project.
- Report to the Municipality CIO and project sponsor on the status of the project.

- **Required skills:**

- Sound Project management experience (min. 5 years) with a proven record of accomplishment.
- Excellent consulting skills in terms of managing client expectations; being tenacious and inquisitive; proactive and a 'can do' attitude.
- Proven experience within ICT infrastructure implementation, upgrade, and migration projects.
- Considerable experience in ICT project methodologies, tools and methods;
- Certification in a recognized Project Management methodology, PMP, PRINCE2, etc.
- Excellent command of English, written and spoken.
- Good interpersonal skills: communications skills, organizational skills and people management abilities and techniques.
- Coordinate meetings with end users and work closely with the project owners, users, functional and technical teams.
- Manage issues, risks, etc.
- Create high quality project documents and charts.

SERVICE LEVELS AND PERFORMANCE TARGETS

This section outlines the Municipality's expectations for Service Level Agreements and Performance Targets. In responding to this RFP, you should provide details of how you manage SLAs and Performance Targets in existing managed service engagements and how you would adapt to the expectations of the Municipality.

Criticality and Priority Matrices

Based on the ITIL framework, the Municipality has defined and uses criticality levels for Incident management and escalation, and has defined priority levels for Change Management. The Service Level Agreements that the

Municipality will establish with its customers will reflect these matrices and will underpin the SLAs that the Municipality will expect to establish with the Service Provider for ICT Infrastructure.

- **Impact**

Impact is common to both Incident Management and Change Management. The following table describes the levels of impact that are considered.

Rank	Description
Severe	Impact is Organisational wide or Multiple Operational Units.
Significant	Impact affects Country(s) or Division(s) or Multiple Operational Units
Localised	Single office or less than 20 users.

- **Incident Criticality**

The Municipality uses the following matrix to determine the criticality of an incident or service failure. Within the Municipality, the same criticality levels applies to incidents.

Incident Criticality		Impact		
		Severe (Mogalakwena Municipality-wide)	Significant (Operational Unit)	Localised (User Level)
Urgency	High	C1	C2	C3
	Medium	C2	C3	C4
	Low	C3	C4	C5

In the sections that follow, proposed SLAs and performance targets are given.

- **Change Priority**

All Requests for Change have a Priority assigned that is based on the impact and urgency of the requested change. Impact is as described for Incidents.

- **Urgency**

The following table describes the levels of urgency that are considered:

Rank	Description
Immediate	Organisation disruption and /or degradation of business-critical services. Treat as Emergency change.
High	Severely affecting large numbers of users or some key users. No workaround available.
Medium	No severe impact but rectification cannot be deferred until the next scheduled release/maintenance window or upgrade.
Low	A change is justified and necessary, but can wait until the next scheduled release/maintenance window or upgrade.

- **Priority Matrix**

The following diagram shows how the combination of Impact and Urgency are used to assign Priority to a Change Request.

RFC Priority		Impact		
		Severe (Mogalakwena Municipality-wide)	Significant (Business Unit)	Localised (User Level)
Urgency	Immediate	Emergency	Emergency	Major
	High	Major	Major	Minor
	Medium	Minor	Minor	Minor
	Low	Standard	Standard	Standard

The following table defines the Response Level that is expected for a Request for Change based on its Priority.

- **Response Levels**

The following table describes the response levels expected for RFCs based on their relative priority.

Response Level	Priority	Description
C1	Emergency	Organisation disruption and /or degradation of business-critical services, <i>i.e. Emergency Change</i>
C2	Major	Severely affecting large numbers of users or some key users. No workaround available, <i>i.e. Urgent Change</i>
C3, C4	Minor	No severe impact but rectification cannot be deferred until the next scheduled release/maintenance window or upgrade, <i>i.e. Extended Scheduled Change or Urgent Change</i>
C5	Standard	All Non-Emergency changes, <i>i.e. Local, Preapproved and Scheduled</i>

It is important to realise that RFCs classified as Priorities of Emergency, Major, or Minor will result in an Emergency CAB as the implementation of the change cannot wait until the next scheduled release/maintenance window.

Objectives of Service Level Agreement

The objectives of these Service Level Agreements are to:

- Create an environment that is conducive to a co-operative relationship between the Service Provider and the Municipality and to ensure the effective support of our end-users.
- Document the responsibilities of both parties.
- Ensure that the Municipality receives a high-quality service.
- Define the service level expected of the Service Provider, thereby reducing the risk of misunderstanding.
- Institute a formal system of objective service level monitoring and measurement, thereby ensuring that reviews of the SLAs are based on factual data.

- **Service Level Monitoring**

- The success of service level agreements depends fundamentally on the ability to measure performance comprehensively and accurately so that credible and reliable information can be provided to customers and support areas on the services provided.
- Service factors must be meaningful, measurable, and monitored constantly.
- Service level monitoring will be performed by the Service Provider. Report will be produced as and when required and forwarded to the Municipality for review.
- Service level monitoring and reporting is performed on response times as outlined in the following sections.

Service Level Agreement for Infrastructure Support Activities

The following are considered as the baseline service levels and performance targets for Infrastructure Support and Maintenance activities. All times are assumed to be working hours based on the locations where the service is provided. We would encourage you to propose mechanisms whereby the Municipality could extend the hours of service given to our user community.

- **Level 2 Response Time (time to intervene for incidents)**

Definition: The time from when Bidder's Help/Service Desk assigns an incident to the service provider, to the time the service provider responds confirming to the incident originator that the incident has been assigned to an appropriate functional/technical analyst and is being worked on.

Criticality	Support Type	Server Room, Network & LAN	IMAC, Desktop	Messaging
C1	on-site	15 mins	15 mins	15 mins
	on-call	15 mins	30 mins	15 mins
C2, C3	on-site	60 min	60 mins	60 mins
	on-call	60 min	120 mins	60 mins
C4, C5	on-site	120 mins	120 mins	120 mins
	on-call	next business day	next business day	next business day

- **Level 2 Restore Target (time to resolve incidents)**

Definition: The time from when Global Service Desk assigns an incident to the service provider, to the time that the service is resumed, a workaround is agreed, or a Problem remediation plan is agreed.

Criticality	Server Room, Network & LAN	IMAC, Desktop	Messaging
C1	95% within 2 hours; 100% within 8 hours	95% within 2 hours; 100% within 8 hours	95% within 2 hours; 100% within 8 hours
C2, C3	95% within 4 hours; 100% within 12 hours	95% within 4 hours; 100% within 12 hours	95% within 4 hours; 100% within 12 hours
C4, C5	95% within 8 hours; 100% within 16 hours	95% within 8 hours; 100% within 16 hours	95% within 8 hours; 100% within 16 hours

- **Problem Management, Root Cause Analysis, and Proposed Remediation Plan**

Definition: The time taken for root cause analysis to be completed and an appropriate remediation plan to be proposed for the relevant service level and criticality.

Criticality	Server Room, Network & LAN	IMAC, Desktop	Messaging
C1	95% within 5 days; 100% within 10 days	95% within 5 days; 100% within 10 days	95% within 5 days; 100% within 10 days
C2, C3	95% within 10 days; 100% within 5 days	95% within 10 days; 100% within 5 days	95% within 10 days; 100% within 5 days
C4, C5	95% within 10 days; 100% within 20 days	95% within 10 days; 100% within 20 days	95% within 10 days; 100% within 15 days

- **Service Request Response Time (time to intervene for service requests)**

Definition: The time (in core working hours) from when Global Service Desk assigns the Service Request to the service provider, to the time the service provider responds confirming to the RFS/RFI originator that the Service Request has been assigned to an appropriate functional/technical analyst and is being worked on.

Criticality	Server Room, Network & LAN	IMAC, Desktop	Messaging
C1	1 hour	4 hours	4 hours
C2, C3	4 hours	8 hours	8 hours
C4, C5	8 hours	16 hours	16 hours

- **Information Request Resolution Target**

Definition: The time taken for an RFI to be answered with the appropriate information.

Criticality	Server Room, Network & LAN	IMAC, Desktop	Messaging
C1	95% within 2 hours; 100% within 1 day	95% within 4 hours; 100% within 2 days	95% within 16 hours; 100% within 10 days
C2, C3	95% within 4 hours; 100% within 2 days	95% within 8 hours; 100% within 4 days	95% within 16 hours; 100% within 10 days
C4, C5	95% within 8 hours; 100% within 4 days	95% within 16 hours; 100% within 8 days	95% within 16 hours; 100% within 10 days

- **Service Level Compliance**

Service level compliance will be measured and reported monthly and will be calculated as the percentage of items within the agreed target level to the total number of items. For example:

$$\text{Response \%} = \frac{\text{Number of calls responded to within stipulated response time}}{\text{Total number of calls received in the month}} \times 100$$

On completion of the transition to steady state managed services operation, the compliance levels may be used to manage the performance regime, including penalties for poor service achievement.

Service Level Agreement for Infrastructure Development Activities

The following considered as the baseline service levels and performance targets for Infrastructure Development activities.

- Work Request Response Time (time to intervene for change requests)

Definition: The time from when a Work Request is received at the service provider, to the time the service provider responds confirming to the originator that the Work Request has been assigned to the appropriate functional/technical resource and is being analysed.

Priority	Server Room, Network & LAN	IMAC, Desktop	Messaging
Emergency	1 hour	1 hour	1 hour
Major	4 hours	4 hours	4 hours
Minor	8 hours	8 hours	8 hours
Low	16 hours	16 hours	16 hours

- Change Plan Response time

Definition: The time taken for a Work Request to be fully analysed, estimated, and priced and a proposed change plan ready for presentation to the CAB for approval.

Priority	Server Room, Network & LAN	IMAC, Desktop	Messaging
Emergency	95% within 2 hours; 100% within 1 day	95% within 2 hours; 100% within 1 day	95% within 2 hours; 100% within 1 day
Major	95% within 4 hours; 100% within 2 days	95% within 4 hours; 100% within 2 days	95% within 4 hours; 100% within 2 days
Minor	95% within 8 hours; 100% within 4 days	95% within 8 hours; 100% within 4 days	95% within 8 hours; 100% within 4 days
Low	95% within 16 hours; 100% within 8 days	95% within 16 hours; 100% within 8 days	95% within 16 hours; 100% within 8 days

Service Availability Targets

The Service Provider will be responsible for the overall “up time” of the ICT Infrastructure covered by this RFP. The following target levels are provided as a guidance to the level of service that would be expected.

Criticality	Server Room, Network & LAN	IMAC, Desktop	Messaging
Core Hours	99.95%	n/a	99.95%
Non-core Hours	99.95%	n/a	99.95%

RFP TECHNICAL RESPONSE

This section outlines how we would like you to structure your technical response to this RFP. Following the outline of this section will allow us to evaluate all submissions on an equal footing and thus determine the most appropriate solution for the Municipality. As will be seen from the Price Component, the Municipality is looking for a fully integrated solution for ICT Infrastructure Managed Services that can be delivered via a phased and modular approach.

Ref	Subject Heading	Sub-heading	Information Required
1	Company profile	Company overview	Please provide the background to your company, its history, areas of business, etc. Please do not repeat information that has been requested elsewhere.
2		Financial stability, Supplier Viability	The proposal must outline long-standing history in the marketplace, a viable business model and continuously sound financial results. Bidders should provide the following financial information: - Financial Statements: Summary financial statements (Operating Statement and Balance Sheet) for the last 3 years. Please provide this information in electronic format on the CD that will accompany your submission. There is no need to provide printed copies of this information. - Managed Services Revenue: Please provide an indication of the percentage of Infrastructure Managed Services of your overall revenue (either within the company or major business unit).
3		Overall capability statement	Please provide information on your Infrastructure Managed Services capability in general and how this is integrated into your overall business model.
4		Information Security Policy	To the extent possible without compromising your own security, please provide details of your Company's Information Security Policy and specifically how this relates to the delivery of Infrastructure Managed Services. Please provide a copy of those aspects of your ISP that are relevant to this RFP.
5	Infrastructure Managed Services Capability	Managed Services capability statement	Please give details of the technical and functional capabilities of your infrastructure managed services operation. You should address your ability to cover the specific infrastructure landscape at the Municipality.
6		Tools and Processes	Provide details of the additional tools and processes that you have at your disposal to enhance the provision of infrastructure support, maintenance, and development. In the Technical Proposal, you should indicate if these tools are provided at no additional charge or if the Municipality would be expected to license these tools. In the latter case, please ensure that the relevant cost information is contained in the Price Component only
6		Solution Testing and Quality	The Municipality is looking to engage a Service Provider who will be able to improve the overall quality of our infrastructure services and maintain high quality solutions over time. To this end, you should provide information on your infrastructure testing and quality assurance Facilities and how these would be integrated into the overall Infrastructure Managed Service.

Ref	Subject Heading	Sub-heading	Information Required
7		Managed Services Framework	The Municipality believes that the overall Infrastructure Managed Services will be delivered as three distinct components and that this should be reflected in both the technical and price submissions. It is the Municipality's preference to engage a single service provider for all infrastructure managed services. However, we do reserve the right to split this into multiple contracts if we feel there is an overall benefit to the organisation, or where it is significantly cost effective to do so. Please provide as much detail as possible in the Technical Response – without giving any indication of the actual costs (which should be in the Commercial Response).
8		Infrastructure Support and Maintenance component	Please provide specific details of the operational aspects of your Infrastructure Support and Maintenance capabilities. This could include: • Your ability to integrate into our existing ICT Customer Services and Service Hubs, i.e. co-locating staff with the Municipality; • Your capacity to provide support and maintenance capacity outside the hours that will be covered by the Municipality staff – to pick up and respond to critical incidents outside normal working hours; • Business process that already have in place where you feel there would be an advantage to the Municipality to adopt; • Technologies covered and how these align with the application landscape of the Municipality. • Your ability to meet and exceed the SLAs suggested in this RFP. You should also include any other details that you think will be important to the Municipality in our evaluation of your offer.
9		IMAC component	Please provide specific details of how you will deliver this service at the Municipality. How you will endeavour to provide the Municipality with as predictable a service and cost model as possible. We are specifically interested in seeing the charging mechanism. • Fixed cost per IMAC service (each service being provided at a pre-agreed cost) • Ticked based (fixed price per ticket, variable number of tickets per service) • Hourly rate (with or without an agreed time allocation per service). • We are also interested in an option that would allow us to purchase in advance a quantity of IMAC units and then use them as and when required. Over time, it may be possible to fix an agreed lower threshold of IMAC units per month – which would also allow you as the Service Provider to predict a minimum staffing level for this service.
10		Infrastructure Service	Please provide specific details of the operational aspects of your Infrastructure Service Development capabilities. This could include:

Ref	Subject Heading	Sub-heading	Information Required
		Development component	- Your capacity to provide development capacity outside the hours that will be covered by the Municipality staff – to pick up and respond to critical Work Orders or RFSs outside normal working hours; - Business process that you already have in place where you feel there would be an advantage to the Municipality to adopt; - Technologies covered and how these align with the infrastructure landscape of the Municipality.
11	Case Studies and Reference Sites	Reference Sites	Provide a minimum of three (3) reference sites that - The Municipality can contact to assist in the evaluation of your performance on existing managed services engagements. - Please ensure that you provide full contact details of each of the reference sites. The Municipality reserves the right to contact these references directly and without your intervention.
12	Managed Services Life Cycle	Service Definition Phase	Provide information on how you intend to finalise the scope of the managed services contract. Please refer to the contract section of this RFP and ensure that your response to this section covers the practical aspects of the service definition
13		Service Transition Phase	Provide details and information about how you would propose to transition the existing outsourced services to your responsibility under the managed services contract. This should clearly indicate the expected timelines and dependencies in meeting those timelines. A high-level project plan should be included showing the optimum transition period.
14		Service Delivery and Management Phase	Provide details on how you will manage the day-to-day (steady-state) operation and delivery of the Managed Service once the transition phase is complete. You should indicate the level of staffing you would expect to have and indicate what proportion of the staff would be on premise and off-site (your premises).
15		Service Performance, Measurement, and Monitoring	Provide details on how you will measure the performance of the managed service and what monitoring mechanisms must be in place to ensure that this is done.
16		Service Improvement	Provide details on how you would implement service improvements over time and how these improvements could benefit the Municipality. Any service improvements that would affect the terms of deliverables of the managed service contract could require modifications to the contract itself and how this would be done should be addressed in your contractual response.
17		Service Termination	Explain how you would transfer the Infrastructure Services to another managed services partner if the Municipality decided not to renew the contract with your company at the end of the agreed term - or for any other reason prior to the normal end of contract term. What would be the minimum (practical rather than legal)

Ref	Subject Heading	Sub-heading	Information Required
			time required to successfully transition all managed services you have envisaged to an alternative provider? Please provide a high-level transition-out plan that would indicate the timelines and significant milestones to wind down this service and transition to another company.
18	Managed Services Governance	Escalation process	Provide details of the escalation processes that should be followed to deal with: • Operational aspects of the services provided under this contract; • Strategic and tactical aspects that will need to be addressed by senior management on both sides
19		Single Point of Contact	Provide details of who you would propose to be the single point of contact for all operational aspects of this contract before any escalation occurs. Would you propose one person to be the SPOC for all aspects of the Infrastructure services or split this by area?

RFP CONTRACTUAL RESPONSE

The Municipality believes that final contract negotiation will be an important activity before initiating the transition to Infrastructure Managed Services. To avoid a protracted legal negotiation phase (following the technical and commercial evaluations), the Municipality would like to identify any legal impediments to awarding a contract as early as possible in the evaluation process.

This section outlines how we would like you to structure your contractual response to this RFP.

General Terms and Conditions for the Provision of Services

13.1.1. The successful Tenderer shall only be entitled to render services and/or provide goods to the Municipality once a separate written contract, which will be aligned to "GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT".

(Please visit

<http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/default.aspx>) for further information issued in 2010 in this respect), has been signed by both the Tenderer and the Municipality, whereupon the Request for Proposal and tender response will cease to have force and effect. Acceptance of, and compliance with, these Terms & Conditions **is considered a prerequisite** for establishing any contract with the Municipality.

13.1.2. As a rule, the Municipality does not accept any changes or amendments to the Municipality General Terms and Conditions for the Provision of Services, but also recognizes that the nature of an ICT Managed Services Agreement may require the inclusion of certain clauses not found in the standard document.

13.1.3. If there are any articles in the Municipality General Terms and Conditions for the Provision of Services that you feel you will be unable to accept in their current form, please identify them stating your reasons and providing an alternative wording that you feel would be acceptable to the Municipality. The Municipality, with the assistance of the Legal Services will review these comments and determine if they are, indeed, acceptable to the organization. In doing so we would hope to avoid a protracted negotiation

late in the contract award process only to find that we are unable to come to agreement and that we must look elsewhere for a managed service provider.

13.1.4. Review of the legal component of the RFP response will be carried out in parallel to the technical evaluation.

13.1.1. The successful tenderer will assume sole responsibility, regardless of any third party or subcontracting agreements it may enter.

Standard the Municipality Contract for Services

13.2.1. We have provided a copy of the standard the Municipality contract for the provision of Services on a long-term basis. The Municipality will expect this contract document to be used as the basis for any contract resulting from this RFP.

13.2.2. Please ensure that your legal department has reviewed this contract (and the Municipality Terms and Conditions) and has any comments or feedback that you feel is pertinent to your offer.

Contract Term

13.3.1. The Municipality plans on awarding a three-year contract the preferred Service Provider because of the evaluation of the responses to this RFP. After three (3) years, the Service Provider should expect a new market survey to be conducted and a new RFP issued for the further renewal of ICT Infrastructure Managed Services.

Payment Mechanism

13.4.1. The Municipality will be looking for commercial arrangements that result in an understandable and predictable cost to the organization. The pricing schedule must be:

- Simple to explain;
- Simple to operate – allowing for automated measurement and validation processes;
- Amenable to changes in scope and requirements;
- Able to cover “options” or variations in scope that could be proposed;
- Linked directly to cost drivers;
- Designed to be sensitive to both the Municipality and the Service Provider;
- Ensure long-term value for money.

13.4.2. Your pricing model must clearly support the three specific on-going activities:

- Regular on-going support and maintenance – to be charged at an agreed monthly rate.
- IMAC – to be charged on a predefined rate card or ticketing mechanism.
- Ad-hoc, work order or project-based tasks – to be charged based on the scope and deliverables of each work package.

13.4.3. As this will be a long-term arrangement and the Municipality does not wish to renegotiate the price component each year, you should outline how you will ensure on-going value for money to the Municipality over the duration of the contract (three years). You should outline how you would factor into the pricing model such things as:

- Exchange rate fluctuations (if your price proposal is not in South African Rands);

- Variations in consumer price indices and inflation/deflation;
- Efficiency gains as the Service Provider becomes more familiar with the applications.

Performance Regime

- 13.5.1. Please outline you will link payment for services provided against satisfactory performance of those services. In particular, the Municipality is interested in mechanisms which award “service credits” to the Municipality in the event of poor performance and which could, ultimately, be linked to contract termination for poor performance.
- 13.5.2. For regular on-going support and maintenance, the Municipality may be paying based on a fixed monthly fee. In such a case, we would expect poor performance to be linked with a reduction in monthly fee or a credit towards the following month.
- 13.5.3. While the Municipality is not looking to unduly penalise the Service Provider, we are looking at ways to promote good performance while having some level of potential risk to the supplier in the event of on-going poor performance. We will be looking to the Service Provider to propose a manageable and meaningful set of Key Performance Indicators (KPIs) that can be used to measure performance on an on-going basis.

Change Management

- 13.6.1. It is inevitable that some level of change will occur in the Contract for Managed Services over the duration of the contract. Please outline the Change Control procedures you would expect to follow to implement a change in the Service Contract itself.
- 13.6.2. the Municipality would be keen to up-front as likely changes as possible. This may include:
- How increases or decreases in overall scope would be reflected in the corresponding charges;
 - Clarification of clauses or rate tables that were not clearly understood by one party at the time of contract signature;
 - Streamlining of working procedures that are embedded in the contract.

Governance and Reporting

- 13.7.1. Your proposal should clearly outline the governance procedure that will be used to manage the relationship between the Municipality and the Service Provider at various levels:
- **Operational:** how day-to-day relationships will be managed between the Municipality staff and the staff of the Service Provider;
 - **Tactical:** how shared responsibility on project and work order delivery will be managed;
 - **Strategic:** Formal governance at the level of the the Municipality CIO and their counterpart within the Service Provider’s organisation.
- 13.7.2. Reporting requirements are outlined elsewhere in this RFP (see Section 11), but should also be formally defined in the Contract for Managed Services. At a minimum, we would expect the contract to specify:
- The frequency of submission of regular reports on performance against contracted service levels, targets, KPIs etc.;
 - The frequency of meetings to review of the supplier’s performance and who should attend such meetings;

- The contract should also identify the key representatives of both parties (by function) and to provide full contact details as an annex that can be updated as needed.

Exit Provisions

- 13.8.1. Your submission must clearly specify the exit provisions if the contract is not extended beyond the initial period, or in which it is terminated prior to the originally agreed end date.
- 13.8.2. Your submission should also address how the cessation of an infrastructure or service originally within the agreed scope is handled (e.g. equipment becoming obsolete; the Municipality deciding to manage the application independently of the main contract).
- 13.8.3. On termination of the managed service contract it must be clear that:
 - All data and code provided to the partner will be returned to the Municipality;
 - Any assets (software, hardware) provided to the partner will be returned to the Municipality; the outgoing partner will assist the Municipality to transition to a new partner providing knowledge transfer and other services to ensure a no impact transition.
- 13.8.4. The Municipality would expect to draw up an “exit plan” early in the engagement that clearly identifies the obligations of each party and the time required to execute that plan.

Staff Management

- 13.9.1. The Service Provider is responsible for the staff resources it allocates to the Municipality.
- 13.9.2. The Managed Service Provider must ensure that all staff providing critical functions have a pre-assigned backup who can intervene should the primary resource be absent for any reason.
- 13.9.3. All changes of staff resources (on-site or off-shore) from the Service Provider must be notified to the Municipality in advance and with sufficient time to transition to the replacement without any impact on on-going service delivery. Any costs in this knowledge transfer will be borne by the Service Provider.
- 13.9.4. Frequent changes to staff resources are to be avoided and may be considered as a factor in poor performance.
- 13.9.5. The Service Delivery Manager should maintain a register of all staff assigned to the Municipality. This will include names, user ids, locations, access privileges, etc. The Service Provider must ensure that system admin passwords are changed following a change in staff resources.

Sub-contracting (What about EME/ QSE's)

- 13.10.1. The “the Municipality General Terms and Conditions for the Provision of Services” include provision on the use of sub-contractors by the primary contract holder. We would expect those conditions to be adhered to in the execution of this contract.
- 13.10.2. Specifically, the Service Provider must ensure that all sub- contractors:
 - Agree to be subject to the same terms and conditions as any employee of the Service Provider.
 - Will sign and adhere to the Municipality Code of Conduct and Non-Disclosure Agreement.
- 13.10.3. Sub-contractors can only be used after agreement by the Municipality.
- 13.10.4. You should clearly specify your desire to outsource some activities of the Managed Service Contract to a sub-contractor, providing justification and benefits to the Municipality for this.

Asset Ownership

- 13.11.1. The Municipality's current policy is that it should retain ownership of and purchase its assets used in its delivery of ICT services, including equipment and software licenses. the Municipality is willing to allow suppliers to access such assets to the extent necessary to perform their obligations under this Managed Service contract.
- 13.11.2. The Municipality intends to retain the ownership and control of all assets (hardware and software) and to manage the on-going relationship with the respective vendors. At an operational level, the Service Provider would be expected to deal with the vendors for product support, incident and problem management.

Flexibility

- 13.12.1. At the time, managed services are introduced the Municipality will also be completing its internal transition to the new organization structure. In parallel, we will be undertaking a major infrastructure upgrade programme that will have an organizational wide impact.
- 13.12.2. We will be looking to a partner with flexibility to assist the Municipality in our internal transformation and who can also support the wider organization in a flexible manner.

Data Security and Data Protection

- 13.13.1. The Municipality stores and processes large amounts of sensitive data about vulnerable individuals and takes very seriously its obligation to protect such data from unauthorised and improper access, use, or dissemination.

Code of Conduct

- 13.14.1. Signature of and adherence to the Municipality Code of Conduct is an obligation of all the Municipality employees, contractors, volunteers, and another affiliated workforce.
- 13.14.2. This same obligation will be required of the employees of the Service Provider.

Non-Disclosure Agreements

- 13.15.1. By the nature of the work expected under this Managed Service Contract, your staff is likely, as part of their normal day-to-day work, to be exposed to sensitive data. All contractor staff working on this contract (whether on-site or off- shore) will be expected to sign a nondisclosure agreement for data protection purposes.
- 13.15.2. The sample "Consultant Confidentiality Agreement".

RFP PRICE QUOTATION

This section outlines how we would like you to structure your commercial response to this RFP. As explained in the covering letter for this RFP, it is essential that your commercial response be provided separately. The technical response must not contain any commercial information and to do so will be grounds for disqualifying your submission.

Modular price structure

To allow for a phased and possibly modular introduction and implementation of ICT Infrastructure Managed Services to all locations, you should provide a price breakdown by component and location. A matrix has been provided as a guide and your compliance with this matrix will greatly facilitate the comparison of all offers received.

Transition Phase

The Municipality recognises that a transition phase is required at the beginning of the contract and that additional costs may be incurred during this ramp-up period. However, for ease of comparison, any transition costs must be included as part of the overall costs of the first year of operation.

Infrastructure Support and Maintenance component

Based on the information contained in this RFP, you should submit a comprehensive price quotation for the provision of an Infrastructure Support and Maintenance Managed Service. Your price quotation should be as detailed as possible to allow the Municipality to make a fair evaluation and comparison with other submissions.

If your offer contains price variations these should be clearly indicated – the minimum level required to meet our expectations. Optional items must be priced separately so that they can be isolated for price comparison purposes.

The Municipality is expecting to see a fixed and variable component for this service whereby the basic and on-going service level can be determined in advance while surges in support or maintenance activities may require the Service Provider to match this demand with additional capacity.

MAC component

Based on the information contained in this RFP, you should submit a comprehensive price quotation for the provision of Infrastructure IMAC Services. We would expect your offer to include different categories of IMAC services, each with a fixed unit price per call off.

If you prefer you may also include this component as a fixed price offer irrespective of volume, in which case it will become part of the overall Infrastructure Managed Service (above).

Your price quotation should be as detailed as possible to allow the Municipality to make a fair evaluation and comparison with other submissions.

Infrastructure Development component

Based on the information contained in this RFP, you should submit a comprehensive price quotation for the provision of an Infrastructure Service Development Managed Service.

Your price quotation should be as detailed as possible to allow the Municipality to make a fair evaluation and comparison with other submissions. Service Development is demand driven but often constrained by budget and occasionally by the availability of technical or functional resources. We believe we can resolve the issue of resources by moving to a managed service delivery model. To be able to plan budget requirements on a reasonable basis, we would be looking to a Service Provider that operates off a consistent rate card and delivery schedule.

20. EVALUATION PROCESS (CRITERIA)

The bid shall be evaluated in three (3) stages as follows:

- a) Stage 1: Administrative Compliance
- b) Stage 2: Technical Evaluation/Functionality Assessment
- c) Stage 3: Price and Specific Goals

Stage 1: Administrative Compliance

The Municipality has prescribed minimum administrative requirements that must be met by the bidders, to determine if the bid qualifies to be recognized as an acceptable bid, for further evaluation. In this regard, administrative compliance will be carried out to determine whether the bidder's bid complies with the set minimum requirements for administrative compliance.

- a) Fully completed and signed Municipal Bidding Documents (MBDs) Forms in black ink. Bid documents that have NOT been manually completed in black ink and have been electronically completed shall be declared invalid and accordingly rejected. All pages of the tender document have to be initialled by authorised person.
- b) Certified ID copies of Directors.
- c) Company/CC/Trust/Partnership/Registration certificates.
- d) A valid Tax Pin certificate issued by the South African Revenue Service.
- e) A copy of a municipal account statement for municipal rates and taxes or services in the name of the bidding entity and bidder that is (not in arrears for more than three (3) as of the date of closure of bid, **if renting**, a lease agreement and owner's proof of municipal rates must be submitted (not in arrears for more than three (3) months before closing of date of bid). If the bidder is operating where municipal rates are not applicable, a proof of residence from the traditional authority must be submitted (not older than three (3) months before the closing date.
- f) A Joint Venture/Consortium agreement (if applicable)
- g) Tender's financial statement (three (03) years financial statement) must valid.
- h) Detailed recent Central Supplier Database (CSD) registration report detailing all compliance requirements

Stage 2: Technical Evaluation/Functionality Assessment

	Detailed Functionality Criteria	Points Allocation
1	Experience of Company	45

(a)	Bidder must attach appointment letter and references letter to confirm previous work done. Failure to attach both appointment letter and reference letter will results in zero scoring. • No Appointment letter and reference letter – 0 points • Similar work between R400 000 thousand to R 999 999 = 10 points • Similar work between R1 million to R3 000 000 = 20 points • Similar work between R3 000 001 to R5 000 000 = 30 points • Similar work between R5 000 001 to R7 000 000 = 40 points • Similar work between R7 000 001 and above = 45 points Bidder must attach appointment letter and references letter. Failure to attach both appointment letter and reference letter will results in zero scoring	45
2	Technical Functionality	37.5
	1. Senior Infrastructure / Network Specialist	2.5
(a)	• Requirement: CCNA / CCNP Certification: • CCNA/CCNP AND less than 3 years – 0 points • CCNA/CCNP AND 3–6 years – 1 point • CCNA/CCNP AND 6–10 years – 2 points • CCNA/CCNP AND above 10 years – 2.5 points Bidders to attach Qualification and CV. Failure to attach both Qualification and CV will results in zero scoring	2.5
6	2. Senior Microsoft Systems Specialist	2.5
(a)	• Requirement: Microsoft Server Certification • Microsoft Server Certificate AND < 3 years – 0 points • Microsoft Server Certificate AND 3–5 years – 1 point • Microsoft Server Certificate AND 5–8 years – 2 points • Microsoft Server Certificate AND > 8 years – 2.5 points Bidders to attach Qualification and CV. Failure to attach both Qualification and CV will results in zero scoring	2.5
	3. Junior Microsoft Systems Specialist	2.5
(a)	Requirement: Microsoft Server Certificate Microsoft Server Certificate AND < 1 year – 0 points Microsoft Server Certificate AND 1–3 years – 1 point Microsoft Server Certificate AND 3–4 years – 2 points Microsoft Server Certificate AND >4 – 2.5 points Bidders to attach Qualification and CV. Failure to attach both Qualification and CV will results in zero scoring	2.5
	4. Zimbra Specialist	2.5
	Requirement: Zimbra Certification Zimbra Certificate AND < 1 years – 0 points	2.5

(a)	Zimbra Certificate AND 1–3 years – 1 point Zimbra Certificate AND 3–4 years – 2 points Zimbra Certificate AND > 4 years – 2.5 points Bidders to attach Qualification and CV. Failure to attach both Qualification and CV will results in zero scoring	
	5. Microsoft Active Directory Specialist	2.5
(a)	Requirement: Active Directory Certificate AD Certificate AND < 5 years – 0 points AD Certificate AND 5–7 years – 1 point AD Certificate AND 7–10 years – 2 points AD Certificate AND > 10 years – 2.5 points Bidders to attach Qualification and CV. Failure to attach both Qualification and CV will results in zero scoring	2.5
	6. Infrastructure Security Specialist	2.5
(a)	Requirement: CSSA / CSSM Certification CSSA/CSSM AND < 5 years – 0 points CSSA/CSSM AND 5–7 years – 1 point CSSA/CSSM AND 7–10 years – 2 points CSSA/CSSM AND > 10 years – 2.5 points Bidders to attach Qualification and CV. Failure to attach both Qualification and CV will results in zero scoring	2.5
	7. Senior Wireless Specialist	2.5
(a)	Requirement: CCNA/CCNP/CCIE CCNA/CCNP/CCIE AND < 5 years – 0 points CCNA/CCNP/CCIE AND 5–7 years – 1 point CCNA/CCNP/CCIE AND 7–10 years – 2 points CCNA/CCNP/CCIE AND > 10 years – 2.5 points Bidders to attach Qualification and CV. Failure to attach both Qualification and CV will results in zero scoring	2.5
	8. Senior Collaboration Specialist	2.5
(a)	Requirement: CCNA/CCNP/CCIE CCNA/CCNP/CCIE AND < 5 years – 0 points CCNA/CCNP/CCIE AND 5–7 years – 1 point CCNA/CCNP/CCIE AND 7–10 years – 2 points CCNA/CCNP/CCIE AND > 10 years – 2.5 points Bidders to attach Qualification and CV. Failure to attach both Qualification and CV will results in zero scoring	2.5
	9. Senior Datacentre Specialist	2.5
	Requirement: CCNA/CCNP/CCIE CCNA/CCNP/CCIE AND < 5 years – 0 points CCNA/CCNP/CCIE AND 5–7 years – 1 point	2.5

(a)	CCNA/CCNP/CCIE AND 7–10 years – 2 points CCNA/CCNP/CCIE AND > 10 years – 2.5 points Bidders to attach Qualification and CV. Failure to attach both Qualification and CV will results in zero scoring	
	10. Senior Security Engineer	2.5
(a)	Requirement: CCNA/CCNP/CCIE CCNA/CCNP/CCIE AND < 5 years – 0 points CCNA/CCNP/CCIE AND 5–7 years – 1 point CCNA/CCNP/CCIE AND 7–10 years – 2 points CCNA/CCNP/CCIE AND > 10 years – 2.5 points Bidders to attach Qualification and CV. Failure to attach both Qualification and CV will results in zero scoring	2.5
	11. Technical Analyst	2.5
(a)	Requirement: ITIL Foundation or Higher / CCNA / CCNP ITIL/CCNA/CCNP AND < 5 years – 0 points ITIL/CCNA/CCNP AND 5–7 years – 1 point ITIL/CCNA/CCNP AND 7–10 years – 2 points ITIL/CCNA/CCNP AND > 10 years – 2.5 points Bidders to attach Qualification and CV. Failure to attach both Qualification and CV will results in zero scoring	2.5
	12. Infrastructure / Network Architect	2.5
(a)	Requirement: CCNA/CCNP CCNA/CCNP AND < 5 years – 0 points CCNA/CCNP AND 5–7 years – 1 point CCNA/CCNP AND 7–10 years – 2 points CCNA/CCNP AND > 10 years – 2.5 points Bidders to attach Qualification and CV. Failure to attach both Qualification and CV will results in zero scoring	2.5
	13. Telecommunications Professional	2.5
(a)	Requirement: Any Telecommunications Certificate Telecom Certificate AND < 3 years – 0 points Telecom Certificate AND 3–5 years – 1 point Telecom Certificate AND > 5 years – 2.5 points Bidders to attach Qualification and CV. Failure to attach both Qualification and CV will results in zero scoring	2.5
	14. Mobile Device Specialist	2.5
(a)	Requirement: Certification in iOS / Android / Windows Mobile Mobile OS Certificate AND < 1 years – 0 points Mobile OS Certificate AND 1–3 years – 1 point Mobile OS Certificate AND 3–4 years – 2 points	2.5

	Mobile OS Certificate AND > 4 years – 2.5 points	
	Bidders to attach Qualification and CV. Failure to attach both Qualification and CV will results in zero scoring	
	15. Project Manager	2.5
(a)	Requirement: PMP, PRINCE2 or Equivalent PMP/PRINCE2 AND < 1 years – 0 points PMP/PRINCE2 AND 1–3 years – 1 point PMP/PRINCE2 AND 3–4 years – 2 points PMP/PRINCE2 AND > 4 years – 2.5 points Bidders to attach Qualification and CV. Failure to attach both Qualification and CV will results in zero scoring	2.5
	FINANCIAL REFERENCE	Points Allocation
1	REQUIREMENT	17.5
(a)	• Proof of funding from an Authorized Financial Service Provider OR a Credit facility with a Balance of R1 500 000 or more. Points 17.5 • Proof of funding from an Authorized Financial Service Provider OR a Credit facility with a Balance of below R1 500 000. Points 7.5 Note: Bidders are required to attach the most recent proof of funding from Registered Financial Institutions (Funding letter, Credit facility letter or Bank Statement not older than 30 days) Failure to do so will result in loss of points	17.5

Bidders must score a minimum of 70 points on functionality. Bidders who score less than 70 pints for functionality shall be disqualified and shall not be subjected to further evaluation. Bidders who failed to submit appropriate reference letters or other evidence required for this tender will not be scored for functionality criteria, where applicable.

Stage3: Price and Specific Goals

THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2022 WILL BE APPLIED AND THE LOWEST ACCEPTABLE TENDER WILL BE USED TO DETERMINE THE APPLICABLE PREFERENCE POINT SYSTEM AS PER PPPFA 2000, PREFERENTIAL PROCUREMENT REGULATIONS.

POINTS FOR PRICE	80 POINTS
SPECIFIC GOALS	20 POINTS
TOTAL POINTS	100 POINTS

OR

POINTS FOR PRICE	90 POINTS
SPECIFIC GOALS	10 POINTS
TOTAL POINTS	100 POINTS

Historically Disadvantaged Individuals - HDI	80/20 Preferential Point System	90/10 Preferential Point System	Means of Verification
	20	10	
Race – people who are Black, Colored or Indian	6	3	CSD report and Certified Copy of Identification Documentation
Local Economic Development	4	2	Company head office residence within the Jurisdiction as per CSD and proof of residence
Gender - Women	3	1	CSD report and Certified Copy of Identification Documentation
Youth	4	2	CSD report and Certified Copy of Identification Documentation
Disability	3	2	Certified copy of Doctor's Certificate with medical practice number

PRICING SCHEDULE

Pricing Requirements				
Ref	Task Description	Year 1	Year 2	Year 3
1.	Infrastructure Support and Maintenance Services			
	1.1 Renewal of 350 Zimbra support license			
	1.2 Renewal of Sophos Firewall license (full guard)			
	1.3 Renewal of 350 endpoint Sophos Central Intercept X with EDR and 17 Server			
	1.4 Renewal of ManageEngine patch manager plus, Helpdesk , SIEM & AD Audit plus			
	1.5 Supply and installation of sound and video conferencing system at Exco Chambers, LLeka Lekalakala council chambers, Mayor boardroom, Round Boardroom, Speaker Boardroom, Technical, Traffic & Emergency MM boardroom and old council Chamber.			
	1.6 Supply installation and configuration or continuation on of 2 gig unlimited internet line			
	1.7 Supply installation and configuration or continuation on cloud hosting for servers, backups and DR			
	1.8 Connecting of all municipal offices to main civic including switches, Wireless AP, cabling (parks, Electrical workshop, stores, information centre & museum, swimming pool, Sewage, Works Depo, Mahwelereng Tech office, Mahwelereng Library, Mahwelereng Hall, Masodi Sewage plant, Mapela Thusong Centre, Bakenburg Office, Bakenburg Library Dipichi, Salem, Rebone , Bakgoma library, Babirwa and Nkidikitlane.			
	1.9 Installation of switches, cabling, cabinet and wireless AP and new site mention above (preferable brand Ubiquity)			
	1.10 Development / migration and hosting, updating and maintaining of website(hosted externally)and intranet(hosted internally)			

1.11	Supply and delivery of SSL certificate for use on website and servers			
1.12	Supply & delivery of laptops			
1.13	Supply and installation PABX, IP phones (20 Managers, (11 secretaries) 1 switch board , 20 normal and Cell phone SIP client (300)			
1.14	Supply of UPS in all switching cabinet 4kw x 6			
1.15	Server Room Services			
1.16	Network Services & Security services			
1.17	IMAC Services (fixed charge)			
1.18	Desktop Services (supply manage engine Service Desk plus and			
1.20	Review of IT strategic Plan			
1.21	Development of Enterprise Architecture			
2.	Telephony & Unified Communications			
	2.1.	Connectivity (internet)		
	2.2.	VoIP Solution		
	2.3.	Telephone Management Services		
3.	Business Continuity			
	3.1.	Information Security		
	3.2.	Data Backup, Continuity, Cloud hosting		
4.	Integrated Helpdesk Service Management			
5.	Service Delivery Manager (Project management fees)			
6.	RT System Monitoring Solution (TM3) supply full system (to upgrade the existing/ controller and software) (temp, humidity, fire, water, 2 x motion detection camera, finger print access, 2TB camera recoding system)			
SUB-TOTAL 1 (Annual Services) inclusive of all applicable taxes				
TOTAL AMOUNT VAT EXCLUSIVE				
VAT				
TOTAL AMOUNT VAT INCLUSIVE				

22. PRICING SCHEDULE

NOTE:

1. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
2. Document **MUST** be completed in non-erasable black ink.
3. **NO** correction fluid/tape may be used in the event of a mistake having been made. The error or mistake must be crossed out in ink and be accompanied by an initial at every alteration.
4. The bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not. In the case of a bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

I/We _____
 (Full Name of Bidder) the undersigned in my/our capacity as _____

_____ hereby offer to the Mogalakwena Local Municipality to render the services as described, in accordance with the specifications and conditions of contract to the entire satisfaction of the Mogalakwena Local Municipality and subject to the conditions of tender, for the amounts indicated hereunder.

	INDICATE WITH AN "X"									
Are you/is the firm a registered VAT Vendor	YES				NO					
If "YES", please provide VAT number										

Name of Bidder			
Signature		Name (Print)	
Capacity		Date	

23. SCHEDULE OF SIMILAR WORK EXPERIENCE

Employer (Name, Tel, Fax, E-mail)		Contact Person (Name, Tel, Fax, E-mail)		Nature of Work	Value of Work (Inc. VAT)	Date of Completion
Name		Name				
Tel		Tel				
Fax		Fax				
E-mail		E-mail				
Name		Name				
Tel		Tel				
Fax		Fax				
E-mail		E-mail				
Name		Name				
Tel		Tel				
Fax		Fax				
E-mail		E-mail				
Name		Name				
Tel		Tel				
Fax		Fax				
E-mail		E-mail				

Attach additional pages if more space is required

Number of sheets appended by the bidder to this schedule (If nil, enter NIL)	
--	--

Name of Bidder			
Signature		Name (Print)	
Capacity		Date	

24. SCHEDULE OF OMISSIONS AND VARIATIONS FROM THE SPECIFICATIONS

(To be completed by the Bidder)

Bidders will be held to be compliant with the bid specifications, except in the respects stated hereunder and goods or services will be subject to rejection if it is found that they do not comply with the prescribed specifications.

If the bidder complies with the bid specifications in all respects, the bidder must here: -

NAME OF BIDDER (IN FULL): _____

NAME OF PERSON AUTHORISED TO SIGN THIS BID (IN FULL): _____

NAME OF BIDDER : _____

SIGNATURE : _____

DATE : _____

PLACE : _____

25. DECLARATION BY BIDDER

I/We acknowledge that I/we am/are fully acquainted with the contents of the conditions of tender of this tender document, and I/we accept the conditions in all respects.

I/We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of my/our tender and that I/we elect *domicillium et executandi* (physical address at which legal proceedings may be instituted) in the Republic:

I/We accept full responsibility for the proper execution and fulfillment of all obligations devolving in me/us under this agreement as the principal liable for the due fulfillment of this contract.

I/We, furthermore, confirm that I/we satisfied myself/ourselves as to the corrections and validity of my/our tender; that the price quoted covers all the work/items specified in the tender documents, and that the price(s) cover all my/our obligations under a resulting contract and that I/we accept any mistake(s) regarding price and calculations will at my/our risk.

I/We, furthermore, confirm that my/our offer remains binding upon me/us and open for acceptance by the Purchaser/Employer during the validity period indicated and calculated from the closing date of the bid.

Name of Bidder			
Signature		Name (Print)	
Capacity		Date	
Witness 1		Witness 2	

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and 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 time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
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 goods and/or works 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.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
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.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

WITNESSES

1

2.

DATE:.....

DATE

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as.....
accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

CONTRACT FORM - RENDERING OF SERVICES

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)

7. 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. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (iv) 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;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)

9. 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.

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

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

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

NAME (PRINT)

CAPACITY

WITNESSES

1

2

DATE:.....

SIGNATURE

NAME OF FIRM

DATE

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

4. I..... in my capacity as.....
accept your bid under reference numberdated.....for the rendering of
services indicated hereunder and/or further specified in the annexure(s).
5. An official order indicating service delivery instructions is forthcoming.
6. 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	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:.....