



**APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND INSTALLATION OF
INTERNET AND VOIP TELEPHONE SYSTEM FOR PERIOD OF (03) YEARS**

TENDER NUMBER: COS001/2024

PROCUREMENT DOCUMENT

NAME OF TENDERER:	
ADDRESS:	
OFFERED TOTAL: (15% VAT INCLUSIVE)	

CLOSING DATE: 12 JUNE 2024 AT 12:00

CLIENT:	ENQUIRIES
Dihlabeng Local Municipality P O Box 551 BETHLEHEM 9700 TEL: 058 303 5732 FAX: 058 303 5732	Procurement Processes: Supply Chain Management Technical: Information Technology Directorate: Corporate Services

VERY IMPORTANT NOTICE ON DISQUALIFICATION

A Bid not complying with the peremptory requirements stated hereunder will be regarded as being a not "Acceptable Bid" and as such will be rejected.

"Acceptable Bid" means any bid which, in all respects, complies with the conditions of Bid and specifications as set out in the bid document, including conditions as specified in the Preferential Procurement Policy Framework Act and related legislation as published in Government Gazette No 20549, in terms of which provision is made for this policy.

1. Submit bid in the correct bid box
2. Submit bid before closing date and time
3. Fill in the required information in all Forms/Schedules.
4. Complete all Forms/Schedules in ink. Do not use pencils or correction fluid to make corrections.
5. Make corrections, if necessary, only by placing a line across the words/numbers to be corrected and initial next to the amended text. Do not scratch out, write over rates, paint over rates or use correction fluid.
6. Do not remove pages from the bid document. Do not take the document apart
7. Ensure that witnesses signed where required
8. Price the Activity Schedules as required
9. Attend the compulsory site/clarification meetings if stated in the advert
10. Submit the applicable completed Authority for Signatory form and attach a certified copy of the members/directors resolution
11. Attach to the bid documents a copy of a signed Joint Venture agreement (if applicable)
12. Only the person authorised to do so may sign the bid offer
13. Attach to the bid document proof of membership of professional organisation, appointment letters and completion certificates for work done and Central Supplier Database report
14. If a valid tax clearance certificate or copy thereof (in the case of a joint venture, of all the partners in the joint venture) has not been submitted with the bid document on closing date of the bid.
15. Form of offer not completed and signed by the authorised signatory

Furthermore, the bid will be considered as not acceptable if:

16. The bidder attempts to influence, or has in fact influenced the evaluation of the bid and/or the awarding of the contract.
17. The bidder during the last 5 years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
18. The bidder or any of his directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
19. The bidder has abused the DLM's Supply Chain Management System
20. The bidder or any of its directors is in arrear for more than 3 months for any municipal rates and taxes owed to the DLM or any other municipality.
21. Irrespective of the procurement process followed, no award may be given to a person-
 1. who is in the service of the state, or
 2. if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or
 3. who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.
22. The bidder may only submit a bid on the documentation provided by the DLM.

Bids containing any one or more of the following errors or omissions will not be rejected, provided that when the bid is awarded to such a bidder, the error or omission is corrected:

- Failure to initial each page of the bid document

Bidder: Initial of authorised signatory/ies _____

DLM: Initial _____

Witness: Initial _____

NOTE:

IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER

- 1. CLIENT, EMPLOYER, DIHLABENG LOCAL MUNICIPALITY (DLM)**
- 2. BIDDER, CONTRACTOR, SERVICE PROVIDER**
- 3. BID AND TENDER AND VARIATIONS THEREOF**
- 4. JOINT VENTURE / CONSORTIUM**

Bidder: Initial of authorised signatory/ies _____

DLM: Initial _____

Witness: Initial _____

DIHLABENG LOCAL MUNICIPALITY

BID DOCUMENT

**APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND INSTALLATION
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SUMMARY FOR BID OPENING PURPOSES

NAME OF BIDDING ENTITY:

CSD REGISTRATION NUMBER:

PHYSICAL STREET ADDRESS	POSTAL ADDRESS

TELEPHONE NUMBER :

FAX NUMBER :

E-MAIL ADDRESS :

***BID PRICE** :

*(Amount brought forward from the Form of Offer and Acceptance)

Signed by Authorised Representative of Bidding Entity:

SIGNATURE :

DATE :

NOTE: Should any discrepancy occur between the above amounts and those stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.

DIHLABENG LOCAL MUNICIPALITY

APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND INSTALLATION OF INTERNET AND VOIP TELEPHONE SYSTEM FOR PERIOD OF (03) YEARS

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DIHLABENG LOCAL MUNICIPALITY

**APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND INSTALLATION
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PART T1

BIDDING PROCEDURE

**DIHLABENG LOCAL MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND INSTALLATION
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PART T1.1

BID NOTICE AND INVITATION TO BID

INVITATION TO BID

DIHLABENG LOCAL MUNICIPALITY

Suitable service providers are hereby invited to submit proposals for the provision of the following service:

Project Name	Bid No.	Compulsory Briefing Session	Evaluation and Adjudication Criteria and Preference Points	Enquiries
APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND INSTALLATION OF INTERNET AND VOIP TELEPHONE SYSTEM FOR PERIOD OF (03) YEARS	COS 001\2024	N/A	Bids will be evaluated based on: Stage 1: Responsiveness Stage 2: Functionality Stage 3: Financial Offer and Preference(80/20 scoring points) Stage 4: Risk analysis	Mr S Maseko Tel: 0731872761

Bid documents will be available as from **12:00** on 23 May 2024 upon payment of a cash non-refundable document fee of R1 000, 00 per set, at the Dihlabeng Local Municipality, 9 Muller Street, Bethlehem, 9700.

Bids must be completed in accordance with the conditions and bid rules contained in the bid documents and supporting documents must be sealed, together with supporting documents, and externally endorsed **WITH THE CONTRACT NUMBER AND DESCRIPTION** and placed in the bid box on the Ground Floor, Dihlabeng Local Municipality, 9 Muller Street, Bethlehem, 9700 not later than **12:00** on **12 June 2024**.

Bidders' attention is specifically drawn to the provisions of the bid rules and evaluation criteria which are included in the bid documents. The lowest or any bid will not necessarily be accepted and the Council reserves the right not to consider any bid not suitably endorsed or comprehensively completed, as well as the right to accept a bid in whole or part. Bids completed in pencil will be regarded as invalid bids. Bids may only be submitted on the documentation provided by the Dihlabeng Local Municipality.

With effect from 1 July 2019, Dihlabeng Local Municipality must use and verify suppliers registered on the Central Supplier Database - <https://secured.csd.gov.za/>.

Failure to register will result in Dihlabeng Local Municipality not being able to conduct business with your company/ entity.

The following information must be submitted together with the bid document: **Original and Valid Tax Clearance Certificate, Company Registration Certificate, proof of payment for Municipal Services, and other compulsory documents stated in the Bid Document.**

Bids will be opened in public as soon as possible after the closing time. The municipality reserves the right to reject any and all bids at any time.

**Mohau Ntheli
MUNICIPAL MANAGER**



DIHLABENG LOCAL MUNICIPALITY

APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND INSTALLATION OF INTERNET AND VOIP TELEPHONE SYSTEM FOR PERIOD OF (03) YEARS

T1.2 Bid Data

The Standard Conditions of Bid for procurement makes several references to the Bid Data for details that apply specifically to this Bid. The Bid Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Bid for procurement other than disposals.

Each item of data given below is cross-referenced to the relevant clause in the above mentioned Standard Conditions of Bid

The additional Conditions of Bid are:

Clause Number	Bid Data
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F.1.1	The Employer is the Dihlabeng Local Municipality.
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F.1.2 The Bid document (Volume 1) issued by the Employer comprises :

T1.1	Bid Notice and Invitation to Bid
T1.2	Bid Data
T2.1	List of returnable documents
T2.2	Returnable schedules

Part 1 : Agreements and contract data

C1.1	Form of offer and acceptance
C1.2	Contract data
C1.3	Form of Guarantee
C1.4	Adjudicator's appointment

Part 2 : Pricing data

C2.1	Pricing instructions
C2.2	Activity schedules/Bill of Quantities

Part 3 : Scope of Work

C3	Scope of work
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The following documents also form part of the bid and contract, but must be purchased by the bidder.

F.1.3 The Employer's agent is :

Name : Mr Sikhalo Maseko
Address: P.O. Box 551, Bethlehem 9700
Tel : 058 303 5732
Fax : 058 303 1128
E-mail : sikhalom@dihlabeng.co.za

- F.1.4 The lowest or any bid will not necessarily be accepted. The Employer reserves the right to award the contract for different projects to different bidders.
- F.2.1 Only those Bidders who have in their employ management and supervisory staff satisfying the requirements of the Scope of Work for supervisory and management staff are eligible to submit bids.

The Bidder will not be eligible to submit a bid if:

- (a) the Bidder is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;
- (b) the Bidder does not have the legal capacity to enter into the contract;
- (c) the Bidder submitting the bid is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;
- (d) the Bidder does not comply with the legal requirements stated in the Employer's procurement policy;
- (e) the Bidder cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.

F.2.2 No alternative bid offers will be considered.

F.2.2.1 Parts of each Bid offer communicated on paper shall be submitted as original, plus 0 copies.

F.2.2.2 The Employer's address for delivery of Bid offers and identification details to be shown on each Bid offer package are:

Location of Bid box: Tender Box, Dihlabeng Local Municipality, Bethlehem.
Physical address: 9 Muller Street East, Bethlehem.

Identification details: Bid Number, title of Bid and the closing date and time of the Bid.

Postal address : PO Box 551, Bethlehem, 9700

F.2.2.3 The closing time for submission of Bid offers is as stated in the Bid Notice and Invitation to Bid.

Telephonic, telegraphic, telex, facsimile or e-mailed Bid offers will not be accepted.

F.2.2.4 The Bid offer validity period is 180 Days.

F.2.2.5 The Bidder is required to submit all the documents in a single arch file accompanied by the soft copy of the files identical to the bid submitted.

F.3.4 Bids will be opened immediately after the closing time for bids at the Dihlabeng Local Municipality's offices in Bethlehem.

F.3.5 The two-envelope system will not be followed for this Bid.

Annex: Standard Conditions of Bid

F.1 General

F.1.1 Actions

The Employer and each bidder submitting a Bid Offer shall comply with these Conditions of Bid. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Bid Documents

The documents issued by the Employer for the purpose of a Bid Offer are listed in the Bid Data.

F.1.3 Interpretation

F.1.3.1 The Bid Data and additional requirements contained in the Bid Schedules that are included in the returnable documents are deemed to be part of these Conditions of Bid.

F.1.3.2 These Conditions of Bid, the Bid Data and Bid Schedules which are only required for bid evaluation purposes, shall not form part of any contract arising from the Invitation to Bid.

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the bidder's financial offer after the factors of non-firm prices, all unconditional discounts and any other bid parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the bid process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the bid process or the award of a contract arising from a Bid Offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and Employer's agent

Each communication between the Employer and a Bidder shall be to or from the Employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a bidder. The name and contact details of the Employer's agent are stated in the Bid Data.

F.1.5 The Employer's right to accept or reject any Bid Offer

F.1.5.1 The Employer may accept or reject any variation, deviation, Bid Offer, or alternative Bid Offer, and may cancel the Bid Process and reject all Bid Offers at any time before the formation of a contract. The Employer shall not accept or incur any liability to a bidder for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The Employer may not subsequent to the cancellation or abandonment of a Bid Process or the rejection of all responsive Bid Offers re-issue a bid covering substantially the same scope of work within a period of 6 (six) months unless only one bid was received and such bid was returned unopened to the bidder.

F.2 Bidder's obligations

F.2.1 Eligibility

Submit a Bid Offer only if the bidder complies with the criteria stated in the Bid Data and the bidder, or any of his principals, is not under any restriction to do business with Employer.

F.2.2 Cost of bidding

Accept that the Employer will not compensate the bidder for any costs incurred in the preparation and submission of a Bid Offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

Check the Bid Documents on receipt for completeness and notify the Employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the Bid. Use and copy the documents issued by the Employer only for the purpose of preparing and submitting a Bid Offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a Bid Offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the Bid Documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the Bid Document, which the Employer may issue, and if necessary apply for an extension to the closing time stated in the Bid Data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which bidders may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting are stated in the Bid Data.

F.2.8 Seek clarification

Request clarification of the Bid Documents, if necessary, by notifying the Employer at least five working days before the closing time stated in the Bid Data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the Employer (if any) may not be for the full cover required in terms of the Conditions of Contract identified in the Bid Data. Bidders are advised to seek qualified advice regarding insurance.

F.2.10 Pricing the Bid Offer

F.2.10.1 Include in the rates, prices, and the bid total of the prices (if any) all duties, taxes, except Value Added Tax (VAT), and other levies payable by the successful bidder, such duties, taxes and levies being those applicable 14 days before the closing time stated in the Bid Data.

F.2.10.2 Show VAT payable by the Employer separately as an addition to the bid total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the Bid Data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Not make any alterations or additions to the Bid Documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the bidder. All signatories to the Bid Offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative Bid Offers

F.2.12.1 Submit alternative Bid Offers only if a main Bid Offer, strictly in accordance with all the requirements of the Bid Documents, is also submitted. The alternative Bid Offer is to be submitted with the main Bid Offer together with a schedule that compares the requirements of the Bid Documents with the alternative requirements the bidder proposes.

F.2.12.2 Accept that an alternative Bid offer may be based only on the criteria stated in the Bid data or criteria otherwise acceptable to the Employer.

F.2.13 Submitting a Bid Offer

F.2.13.1 Submit a Bid Offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the Bid Data.

F.2.13.2 Return all returnable documents to the Employer after completing them in their entirety, in **black ink**.

F.2.13.3 Submit the parts of the Bid Offer communicated on paper as an original plus the number of copies stated in the Bid Data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.

F.2.13.4 Sign the original and all copies of the Bid Offer where required in terms of the Bid Data. The Employer will hold all authorized signatories liable on behalf of the bidder. Signatories for bidders proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the Bid Offer.

F.2.13.5 Seal the original and each copy of the Bid Offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the Bid Data, as well as the bidder's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the Bid Data, place and seal the returnable documents listed in the Bid Data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the Bid Data, as well as the bidder's name and contact address.

F.2.13.7 Seal the original Bid offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the Bid Data.

F.2.13.8 Accept that the Employer shall not assume any responsibility for the misplacement or premature opening of the Bid offer if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

Accept that Bid Offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the Employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the Employer receives the Bid Offer at the address specified in the Bid Data not later than the closing time stated in the Bid Data. Proof of posting shall not be accepted as proof of delivery. The Employer shall not accept Bid Offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Bid Data. It is the responsibility of the bidder to ensure that the bid is placed in the correct tender box.

F.2.15.2 Accept that, if the Employer extends the closing time stated in the Bid Data for any reason, the requirements of these Conditions of Bid apply equally to the extended deadline.

F.2.16 Bid Offer validity

F.2.16.1 Hold the Bid Offer(s) valid for acceptance by the Employer at any time during the validity period stated in the Bid Data after the closing time stated in the Bid Data.

F.2.16.2 If requested by the Employer, consider extending the validity period stated in the Bid Data for an agreed additional period.

F.2.17 Clarification of Bid Offer after submission

Provide clarification of a Bid Offer in response to a request to do so from the Employer during the evaluation of Bid offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the Bid offer is sought, offered, or permitted. The total of the prices stated by the bidder shall be binding upon the bidder.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred bidder following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the Employer, any other material that has a bearing on the Bid Offer, the bidder's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment. Should the bidder not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the Bid Offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the Employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the Bid Data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the Employer within the time available for the Employer to issue the contract.

F.2.22 Return of other Bid Documents

If so instructed by the Employer, return all retained Bid Documents within 28 days after the expiry of the validity period stated in the Bid Data.

F.2.23 Certificates

Include in the bid submission or provide the Employer with any certificates as stated in the Bid Data.

F.3 The Employer's undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days prior to the bid closing time stated in the Bid Data and notify all bidders who drew procurement documents.

F.3.2 Issue addenda

If necessary, issue addenda that may amend or amplify the Bid Documents to each bidder during the period from the date of the Bid Notice until seven days before the bid closing time stated in the Bid Data. If, as a result a bidder applies for an extension to the closing time stated in the Bid Data, the Employer may grant such extension and, will then notify it to all bidders who drew documents. However, due to the emergency nature of this project, extension of the closing time will only be granted under exceptional circumstances.

F.3.3 Return late Bid Offers

Return Bid offers received after the closing time stated in the Bid Data, unopened, (unless it is necessary to open a bid submission to obtain a forwarding address), to the bidder concerned.

F.3.4 Opening of bid submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid bid submissions in the presence of bidders' agents who choose to attend at the time and place stated in the Bid Data. Bid submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the opening held immediately after the opening of bid submissions, at a venue indicated in the Bid Data, the name of each bidder whose Bid Offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main Bid Offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

- F.3.5.1** Where stated in the Bid Data that a two-envelope system is to be followed, open only the technical proposal of valid bids in the presence of bidders' agents who choose to attend at the time and place stated in the Bid Data and announce the name of each bidder whose technical proposal is opened.
- F.3.5.2** Evaluate the quality of the technical proposals offered by bidders, then advise bidders who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of bidders, who score in the quality evaluation above the minimum number of points for quality stated in the Bid Data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to bidders whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not disclose to bidders, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of Bid Offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful bidder.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a bidder to influence the processing of Bid Offers and instantly disqualify a bidder (and his Bid Offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, on opening and before detailed evaluation, whether each Bid Offer properly received:

- a) meets the requirements of these Conditions of Bid,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the Bid Documents.

F.3.8.2 A responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bid documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work
- change the Employer's or the bidder's risks and responsibilities under the contract, or
- affect the competitive position of other bidders presenting responsive bids, if it were to be rectified.

Reject a non-responsive Bid Offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

F.3.9.1 Check responsive Bid Offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If a Bill of Quantities (or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate will be corrected.

- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the bidder's addition of prices, the total of the prices shall govern and the bidder will be asked to revise selected item prices (and their rates if a bill of quantities applies) to achieve the bid total of the prices.

F3.9.2 Consider the rejection of a Bid Offer if the bidder does not correct or accept the correction of his arithmetical errors in the manner described above.

F.3.10 Clarification of a Bid Offer

Obtain clarification from a bidder on any matter that could give rise to ambiguity in a contract arising from the Bid Offer.

F.3.11 Insurance provided by the Employer

If requested by the proposed successful bidder, submit for the bidder's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the Employer to provide.

F.3.12 Acceptance of Bid Offer

F.3.12.1 Accept Bid Offer only if the bidder satisfies the legal requirements stated in the Bid Data.

F.3.12.2 Notify the successful bidder of the Employer's acceptance of his Bid offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the Bid Data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the Employer and the successful bidder as described in the form of offer and acceptance.

F.3.13 Notice to unsuccessful Bidders

After the successful bidder has acknowledged the Employer's notice of acceptance, notify other bidders that their Bid Offers have not been accepted. This will only be done upon receipt of a written request.

F.3.14. Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the Bid Documents to take account of:

- a) addenda issued during the bid period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the Employer and the successful Bidder, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Issue final contract

Prepare and issue the final draft of contract documents to the successful bidder for acceptance as soon as possible after the date of the Employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of bid require the bidder to submit, after acceptance by the Employer, shall be included.

F.3.16 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.17 Provide copies of the contracts

Provide to the successful bidder the number of copies stated in the Bid Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F.3.18 The number of paper copies of the signed contract to be provided by the Employer is one.

DIHLABENG LOCAL MUNICIPALITY

**APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND INSTALLATION OF
INTERNET AND VOIP TELEPHONE SYSTEM FOR PERIOD OF (03) YEARS**

**PART T2
RETURNABLE DOCUMENTS AND SCHEDULES**

DIHLABENG LOCAL MUNICIPALITY

APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND INSTALLATION OF INTERNET AND VOIP TELEPHONE SYSTEM FOR PERIOD OF (03) YEARS

Returnable Documents

- a) the bidder has in his or her possession an original and valid Tax Clearance Certificate and Tax Verification Pin issued by the South African Revenue Services
- b) Copies of Company Registration Certificates indicating shareholders
- c) Joint Venture Agreement and Power of Attorney, in case of a Joint Venture
- d) the bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges if the municipal services are paid by the Landlord, in the case where the bidder is leasing the premises occupied, a copy of valid Lease Agreement.
- e) the bidder should attach the Central Supplier Database (CSD) registration report
- f) Certificate of Authority for signatory
- g) Form of offer C1.1 must be fully filled
- h) Audited Annual Financial Statement
- i) SAICA Certificate
- j) Tender documents must be submitted as one (1) original, and one (1) scanned copy (pdf) of the original completed in a flash drive with all exhibits and forms required included in the returnable schedule.

F.3.11 Evaluation of Bid Offers

The bids will be evaluated in four (4) stages, namely:

- Stage 1 : Responsiveness
- Stage 2 : Functionality
- Stage 3 : Financial Offer and Preference Evaluation (80/20)
- Stage 4 : Risk Analysis

Stage 1: Responsiveness

Over and above the test for responsiveness as described under F.3.8 of the Standard Conditions of Bid, failure of the Bidder to submit the following will result in immediate disqualification:

- a) the bidder has in his or her possession an original and valid Tax Clearance Certificate and Tax Verification Pin issued by the South African Revenue Services
- b) Copies of Company Registration Certificates
- c) Joint Venture Agreement and Power of Attorney, in case of a Joint Venture
- d) the bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges if the municipal services are paid by the Landlord, in the case where the bidder is leasing the premises occupied, a copy of valid Lease Agreement.
- e) the bidder should attach the Central Supplier Database (CSD) registration report
- f) Certificate of Authority for signatory
- g) Form of offer C1.1 must be fully filled
- h) Audited Annual Financial Statement
- i) ICASA license
- j) Tender documents must be submitted as one (1) original, and one (1) scanned copy (pdf) of the original completed in a flash drive with all exhibits and forms required included in the returnable schedule.

Stage 2: Functionality

Functionality of responsive bids submitted is evaluated according to the predetermined criteria described below, taking into account, among other factors, the quality, reliability and the technical capacity and ability of a Bidder. Table A1 and A2 will be utilised for the evaluation of Function:

TABLE A1: REPUTATION AND REFERENCES

Bidders who fail to obtain 65 points on functionality will be automatically eliminated. The table below indicates the functionality criteria that will be utilized during the assessment

Description	Points scoring	
Company experience		
More than 10 years' experience in the field of IT	15	
Less than 10 years' experience in the field of IT	10	
NB: Please submit records of successful projects over the years, failure will result in 0 points awarded.		
ICASA license with more 10 years of experience	20	
ICASA license with more than 5 years of experience	15	
Microsoft Azure certificate	10	
Microsoft office 365 Certificate	10	
Qualification		
Bachelor degree in IT or related service	15	
National Diploma in IT or related service	10	
NB: Please submit CV's and certified copies of the qualifications, failure to submit will result in 0 points awarded.		
Project methodology		
Methodology of the project implementation	10	
Total Point scored		

Stage 3: Financial Offer and Preference Evaluation

Each Bid will be evaluated in terms of price and preference in accordance with the Preferential Procurement Regulations 2017 (Government Gazette No. 40553 dated 20 January 2017).

80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million

1. The following formula must be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

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

Where

P_s = Points scored for bid or offer under consideration;
 P_t = Price of bid or offer under consideration, and;
 P_{min} = Price of lowest acceptable bid or offer.

2. The following table must be used to calculate the score out of 20 for BBBEE:

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

- (3) A tenderer must submit proof of its B-BBEE status level of contributor.
- (4) A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but-
- (a) may only score points out of 80 for price; and
- (b) scores 0 points out of 20 for B-BBEE.
- (5) A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- (6) The points scored by a tenderer for B-BBEE in terms of sub regulation (2) must be added to the points scored for price under sub regulation (1).
- (7) The points scored must be rounded off to the nearest two decimal places.
- (8) Subject to sub regulation (9) and regulation 11, the contract must be awarded to the tenderer scoring the highest points.
- (9)(a) If the price offered by a tenderer scoring the highest points is not market related, the organ of state may not award the contract to that tenderer.
- (b) The organs of state may-
- (i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;
- (ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;
- (iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.
- (c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

20/10 points will be allocated to promote this goal. Points will be allocated as follows:

Locality of supplier	Number of points for locality (80/20)	Number of points for locality (90/10)
Within the boundaries of Dihlabeng municipality	6	3
Within the boundaries of Free State	4	2
Within the boundaries of South Africa	2	1

Cancellation and re-invitation of bids

- (1) in the events that, in the application of the 80/20 preference points system as stipulated in the bid documents, all bids received are equal to or above R30 000 and up to R50 mil, bids below R30 000 must be cancelled.
- (2)The employer may, prior to the award of a bid, cancel the bid if:
- due to changed circumstances, there is no longer a need for the services, works or goods requested; or
 - Funds are no longer available to cover the total envisaged expenditure; or
 - No acceptable bids are received

Declarations

A Bid must, in the manner stipulated in the bid document, declare that:

- (a) the information provided is true and correct;
- (b) the signatory to the bid document is duly authorized; and
- (c) documentary proof regarding any bidding issue will, when required, be submitted to the satisfaction of the relevant organ of state.

If it is detected that –

B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis, or; any of the conditions of the contract have not been fulfilled.

The employer shall act against the Bidder or person guilty of such misconduct. In addition to any other remedy the employer may have against such person(s), the employer may also:

- (a) disqualify the person from the bidding process;
- (b) recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favorable arrangements due to such cancellation;
- (d) restrict the Bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audit alteram partem (hear the other side) rule has been applied, and;

Forward the matter for criminal prosecution.

- (e) Forward the matter for criminal prosecution

Stage 4: Risk Analysis

In addition to the evaluation of Responsiveness and Functionality, a risk analysis will be performed on the bidders having the highest ranking/number of points to ascertain if any of the following, as relevant, present an unacceptable commercial risk to the employer in terms of:

Bid offers will only be accepted if :

- a) the bidder has in his or her possession an original valid Tax Clearance Certificate and tax verification pin issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;
- b) the bidder or any of its directors is not listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- c) the bidder has not :
 - i) abused the Employer's Supply Chain management system; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect; and
- e) the bidder has completed the Compulsory Enterprise Questionnaire and there is no conflict of interest which may impact on the bidder's ability to perform the contract in the best interests of the Employer or potentially compromise the bid process.
- f) the bidder is not in arrears for more than 3 months with municipal rates and taxes .
- g) the bidder has completed all forms.

DIHLABENG LOCAL MUNICIPALITY

**APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND INSTALLATION OF
INTERNET AND VOIP TELEPHONE SYSTEM FOR PERIOD OF (03) YEARS**

**PART T2.1
LIST OF RETURNABLE DOCUMENTS**

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	☐	☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	☐	☐
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:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market

- allocation);
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

C1.1 FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the following project:

**APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND INSTALLATION OF
INTERNET AND VOIP TELEPHONE SYSTEM FOR PERIOD OF (03) YEARS**

CONTRACT NUMBER: MUC

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the 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 service provider / consultant 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 THE FOLLOWING:

MBD 3.1:

.....

..... (Amount in Rands);

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 provider / consultant in the conditions of contract identified in the contract data.

Signature Block: Tenderer	
Signature.....	Date.....
Name	
Capacity.....	
Name of Organization.....	

Address of Organization..... 	
Signature of Witness.....	Date.....
Name of witness.....	

FORM OF ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the tenderer the amounts due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offers 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 C1 Agreements and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work.

and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as 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.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. 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 (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature Block: Employer	
Signature.....	Date.....
Name.....	
Capacity.....	
for the Employer	Dihlabeng Local Municipality P.O. Box 551 Bethlehem 9700
Signature of Witness	Date.....
Name of Witness.....	

SCHEDULE OF DEVIATIONS

1. Subject: _____

Details: _____
2. Subject: _____

Details: _____

1. Subject: _____

Details: _____

2. Subject: _____

Details: _____

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

C1.2 CONTRACT DATA

PART 1: **DATA PROVIDED BY THE EMPLOYER**

- a) The Employer is **Dihlabeng Local Municipality**
- b) The authorized and designated representative of the Employer is

Mr. Sikhalo Maseko

- c) The address for receipt of communications is:

Address : No. 9 Muller Street East
P.O. Box 551
Bethlehem
9700

Tel. No. : 058 303 5732

Fax No. : 058 303 1128

E-mail : sikhalom@dihlabeng.co.za

The Project is: BID for the **Appointment of service provider for the provision of internet and telephonic services for period of (03) years**

- d) The Period of Performance commences on the date of signature of the Form of Acceptance.
- e) The location for the performance of the Project is **the Municipal area of Dihlabeng.**
- f) The Service Provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- g) The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:
 - i) Appointing Subcontractors for the performance of any part of the Services,
 - ii) Appointing Key Persons or Personnel not listed by name in the Contract Data.
- j) Copyright of documents prepared for the Project shall be vested with the Employer
- k) Interim settlement of disputes is to be by mediation
- l) Final settlement is by litigation
- m) In the event that the parties fail to agree on a mediator, the mediator is nominated by the South African Local Government Association (SALGA)
- n) Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within two (2) months from the date of termination or completion of the Contract.

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

The Service Provider is : _____

Address : _____

Telephone : _____

Facsimile : _____

The authorized and designated representative of the Service Provider is:

Name : _____

The address for receipt of communications is:

Address : _____

Telephone : _____

Facsimile : _____

Email : _____

ANNEXURE D

PRICING INSTRUCTIONS AND BILL OF QUANTITIES

DIHLABENG LOCAL MUNICIPALITY

APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND INSTALLATION OF INTERNET AND VOIP TELEPHONE SYSTEM FOR PERIOD OF (03) YEARS

PRICING AND BILL OF QUANTITIES

Internet services

Dihlabeng Local Municipality consist of five (5) town namely:

- Bethlehem
- Clarens
- Fouriesburg
- Paulroux
- Rosendal

Bethlehem is the main town where DLM HQ, is situated. The Dihlabeng Municipality consists of more than 250 users.

Bethlehem consists of the following buildings and required speed: Table A

Description	Amount	Total
HQ – gigabit fibre		
Led x2 – 40mbs x 2		
Building control – 40mbps		
Public works – 40mbps		
Town hall – 40mbps		
Traffic – 40mbps		
Fire – 40mbps		
Mechanical – 40mbps		
Electrical – 40mbps		
Water works – 40mbps		
Saulspoort – 40mbps		
Led x2 – 40mbs x 2		
Paulroux (40mbps)		
Clarens (40mbps)		
Rosendal (40mbps)		
Fouriesburg (40mbps)		
Migration of essential software/ Systems to cloud host sever including backup and disaster recovery Software		
UPS for all the identified places		
Firewall installation, configuration and data protection measures for critical software, hardware		
Total excluding VAT		
VAT 15%		
Total including VAT		

Telephones services

The appointed service provider must have the capability to supply the enterprise with mobile connectivity and data management portal for simcard data and the ability to load a cellphone with the app for sip calls using Dihlabeng's PBX.

Dihlabeng Local Municipality consist of five (5) town namely:

- Bethlehem
- Clarens
- Fouriesburg
- Paulroux
- Rosendal

Bethlehem is the main town where DLM HQ, is situated. The Dihlabeng Municipality consists of more than 250 users.

A voip Telephone system with the following spec is required: Table B

Description	Amount	Total
2X Switchboard with call waiting, that would allow the main number to receive calls while on the other line • Call recording (to selected phones) • Full voip solution • Desktop application to manage the phones • Budget control • Plug and play handsets (40 should allow video call and conference calls) • Number porting • 50 lines for outgoing calls • UPS		
Total excluding VAT		
Vat 15%		
Total including VAT		

Consultation: Table C

Description	Rate/Amount	Total
• Hourly rate consultation on IT and Network related issues		
• Management of our xneelo account and configuration		
Total excluding VAT		
Vat 15%		
Total including VAT		

Table	Amount
Table A	
Table B	
Table C	
TOTAL AMOUNT	

ANNEXURE E

SCOPE OF WORK AND SPECIFICATIONS

SCOPE OF WORK

- Assist the municipality with the provision of internet service for period of 3 years
- Port the existing analog numbers that are known to the public to Voip (Voice over Internet Protocol).
- Assistance with telephones lines including the maintenance of hardware for a period of 3 years.
 - Replacement of any hardware that fails.
 - Replacement of any hardware that gets fried due to power instability or failure.
 - Replacement of hardware that breaks due to human errors.
- Provide the Uninterrupted Power Supply (UPS) to handle the hardware in case of power cuts and loadshedding.
- Assist with calls that have been logged by the municipality regarding the internet and telephones.