



TSWELOPELE

LOCAL MUNICIPALITY
A MUNICIPALITY IN PROGRESS

SCM / TSW/03 / 2020: SUPPLY AND INSTALLATION OF VOIP/DATA SOLUTION / INTERNET, E-MAILS SERVICES AND VPN HOSTING FOR PERIOD ENDING 30 JUNE 2023.

NAME OF TENDERER: _____

CSD SUPPLIER NUMBER: _____

PHYSICAL ADDRESS: _____

TELEPHONE NO. _____

CONTACT PERSON: _____

CLOSING DATE: _____

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PART 01: ADVERTISEMENT

REQUEST FOR TENDER

SCM / TSW / 03 / 2020: SUPPLY AND INSTALLATION OF VOIP / DATASOLUTION / INTERNET / E-MAILS SERVICES AND VPN HOSTING FOR PERIOD ENDING 30 JUNE 2023

Tswelopele Local Municipality hereby invites suitably qualified service providers to supply and Install VOIP/Data Solution/Internet, e-mails services and VPN hosting. Tender Document is obtainable at the Office of Supply Chain Management Practitioner: Ms. PJ Loape at Tswelopele Local Municipality, 3 Bosman Street, Bultfontein 9670, Tel /Fax: 051 853 1111; 051 853 1332, from the date of advertisement upon payment of an amount of R1 200.00 which is non-refundable. Only cash payment at Municipal offices is acceptable.

Bids marked for the attention of the Municipal Manager must be submitted in a sealed envelope marked "TENDER NUMBER –SCM / TSW/ 03 / 2023" SUPPLY AND INSTALLATION OF VOIP/DATA SOLUTION, INTERNET, E-MAILS SERVICES AND VPN HOSTING FOR PERIOD ENDING 30 JUNE 2023" Must be deposited in the tender box located at Tswelopele Local Municipality no later than, 22 June 2020, 12:00 at the following physical address: Tswelopele Local Municipality, 3 Bosman Street, Civic Centre, BULTFONTEIN, 9670

The tenders will be evaluated and adjudicated in line with the approved Supply Chain Management Policy of Tswelopele Local Municipality using 80/20 preference point system in accordance with the Preferential Procurement Policy Framework Act. Tenders which are late or submitted by facsimile or electronically will not be accepted. The municipality does not bind itself to accept the lowest or any tender and reserves the right to accept any tender either wholly or a part thereof.

Technical enquiries can be directed to IT Officer, Mr. Kabelo Mahase and SCM related enquiries can be directed to at 051 853 1111 during office hours.

**MRE MOGPODI
MUNICIPAL MANAGER**

PART 02: DETAILS OF THE BIDDER

Name of the firm / entity / enterprise	
Trading name (if different from above)	
Postal address	<hr/> <hr/> <hr/> <hr/>
<p>Physical address</p> <p>Include the physical address of the offices situated in the Free State Province). If the physical address provided is outside the Free State Province the assumption will be that the entity does not have an office within the Free State Province.</p>	<hr/> <hr/> <hr/> <hr/>
<p>Contact details of the Person Signing the Proposal</p>	<p>Name: _____</p>

	<p>Tel: _____</p> <p>Cell: _____</p> <p>E-mail: _____</p>
<p>Contact Details of the Senior Manager Responsible for Overseeing Contract Performance</p>	<p>Name: _____</p> <p>Tel: _____</p> <p>Cell: _____</p> <p>E-mail: _____</p>
<p>Contact Details of Person Responsible for Accounts / Invoices</p>	<p>Name: _____</p> <p>Tel: _____</p> <p>Cell: _____</p> <p>E-mail: _____</p>

Company Registration Number	
Company Income Tax Number	
VAT Registration Number	
Any other Registration Applicable to this Industry	

I/We hereby authorize the Employer/Client to approach all or any of the following bank/s for the purposes of obtaining a financial reference and must be accompany by Bank Confirmations:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE
Name of bank	
Branch name	
Branch code	
Name of Account Holder	
Account number	
Type of Account	

NB: Please enclose an original Bank Account Confirmation Letter with a Bank Stamp which is not older than three months, in the tender document. Should

you not include such confirmation, your proposal will be regarded as non-responsive, thus eliminated from the evaluation / adjudication process.

Signature of Tenderer: _____

Date: _____

THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS / PARTNERS

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

NAME OF TENDERER

Held at _____ on _____

RESOLVED THAT:

1. The enterprise submits a Tender to the Tswelopele Local Municipality in respect of the following:

SCM/TSW/03/2020

2. Mr/Mrs/Ms _____

In his/her capacity as _____

and who will sign as follows: _____

(SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the enterprise mentioned above.

NB: Attach a resolution this regard on the letterhead of entity confirming the above. Should you not include such confirmation, your proposal will be regarded as non-responsive, thus eliminated from the evaluation / adjudication process.

PART 03: SPECIFICATIONS OF THE TENDER/PROPOSAL

SP 01: SCOPE OF TENDER

1. The municipality requires the services of a reputable company to supply, installation and management/maintenance of the following [for a period ending 30 June 2023]:
 - a. VoIP Services;
 - b. Corporate Voice,
 - c. Data Solutions,
 - d. Internet Services,
 - e. E-mails services and
 - f. Virtual Private Network (VPN) hosting.

INTERNET, VPN AND MAIL SERVICES

2. The supply and delivery of a **30Mbps SLA** Data \ Voice Link between Bultfontain (Head Office) and Hoopstad Office and remote areas [Bultfontain Technical Offices, Phahameng Office, Bultfontain waste water, Bultfontain water treatment plant, Tikwana Offices, Hoopstad Technical Office, Hoopstad waste water, and Hoopstad water treatment plant] for inter-office Data and Calls (Uncapped).

NB. No charges for internal calls from one site to another site.

3. The supply and delivery of a **30Mbps SLA** VPN Link between Bultfontain (Head Office) and Hoopstad Office and remote areas [Bultfontain Technical Offices, Phahameng Office, Bultfontain waste water, Bultfontain water treatment plant, Tikwana Offices, Hoopstad Technical Office, Hoopstad waste water, Hoopstad water treatment plant] for inter-office, remote connection.

NB: The bandwidth available should be 20Mbps up and 20 Mbps down symmetrical (Uncapped).This connection may be delivered either via Fibre or Licensed Microwave.

4. The supply and delivery of a SLA 1:1 contention ratio 99.9% uptime guarantee Internet Connection with a 50/50 Local and international split. The bandwidth available should be **30Mbps up** and **30Mbps down** symmetrical (Uncapped). **This connection may be delivered either via Fibre or Licensed Microwave.**
5. The supply and delivery of an internet proxy server, as to manage local and remote users from the internet in respect of browsing allocation, history and QoS.
6. Quality of service should be applied all sites to make sure that every site gets the amount of bandwidth allocated, without one site getting everything and leaving the rest deprived.
7. Hosting of e-mail services for all users of the municipality, with unlimited disk space and bandwidth quotas.
8. Spam filtering and virus protection on the email server
9. E-mail administration login details should be given to the municipality to manage its on mail accounts.

VOIP SYSTEM

- 10.The delivery and provision of an Onsite Call Management PABX System.
- 11.The system must be 100% VoIP operated. The system can be installed on the current network infrastructure of the municipality [Only within offices, inter branch links should be supplied by the bidder].

12. The system must have the following functionality:

12.1. A fully managed TMS, where call limits can be applied to all users. This may be done by means of pin codes. The system must provide comprehensive reports toward numbers dialled, known numbers, and call limits. Supervisors should be able to top up limits should it be required. The system should be accessible to personal of the municipality so that they will have the ability to assist users without requiring help from the bidder.

12.2. The system should support Voicemail, Transfer to mobiles, call recording and unlimited extensions.

12.3. The System should consist of a operator panel so that operators will be able to determine busy and dnd extensions with one scan of the panel.

12.4. The system should be able to host teleconferences with a participant limit of at least 7

12.5. The system should be able to send Voicemail to email addresses

12.6. The system should have a configurable IVR functionality

13. Furthermore the system should have the following functionality:

13.1. Call parking

13.2. Billing Report

13.3. DHCP

13.4. IPV6

13.5. Multi Trunk SIP/IAX

13.6. SMS Support

13.7. Video Phone support

14. The system needs to be locally installed and maintained (not cloud based).

15. Only authorized personnel should have access to call recordings. These recordings will be made accessible to the particular personal by means of credentials through a web browser

16. The system should be able to generate calls via a cell phone or mobile phone. This means that calls made via the mobile phone should be billed by the system.

NB: They should be fixed monthly amount per month (included in the rental amount) every month. This means that telephone bill, VPN, e-mail and internet fixed for every month, if there is a yearly escalation it should be fixed for the period of a year for each year. Bidders are required to breakdown what will they charge per services rendered.

17. All incoming/outgoing line should have failover redundancy in place in the event of connectivity outages.

18. The bidder should have a 24 hours support centre in place to receive and handle service requests regarding the network and telecommunication services of the municipality.

19. During the contract the callout fee and the replacement equipment will be billed separately from the monthly invoice.

REQUIREMENTS

20. Provide a valid ECN/ECNS license from ICASA to deliver telecommunication services in South Africa. Where the license is not available, assigned agreement with a Party who has the required license

NB: ETA should not be more than an hour and not more than 2 hours if it is the replacement of the hardware onsite.

21. Monthly report should be send to IT on the calls logged [or report be made available on request].
22. All the lines should have the redundancy fail over lines
23. The bidder should have a 24 hours support centre in place to receive and handle service requests regarding the network and telecommunication services of the municipality.
24. During the contract the callout fee and the replacement equipment will be billed separately from the monthly invoice.

SP 02: REQUIREMENTS

1. The bidder should be in position of the following documents and must be submitted together with the tender:

- 1.1. Service Provider must be registered at the Central Supplier Database [CSD] and must provide municipality with a CSD [MA] number;
- 1.2. The certified copies of the company registration should be submitted;
- 1.3. A company profile must be attached highlighting where similar services have been provided in the last 5 years;
- 1.4. Service Provider must be ICASA Accredited and accreditation certificate must be attached;
- 1.5. Provide a valid ECN/ECNS license from ICASA to deliver telecommunications services in South Africa. Where the license is not available, a signed agreement with a Party who has the required license [license of the other party should be attached];
- 1.6. Provide valid company Tax Clearance Certificate or SARS Pin for verification of the tax affairs of the bidder;
- 1.7. The bidder must submit an account from the Municipality which shows that municipal services are not in arrears at the local authority where the business is operating [in cases where the business is renting premises, a proof must be submitted in a form of a signed lease agreement which shows / confirms that municipal service account (i.e. water, electricity, etc.) is included in the rental amount].
- 1.8. The bidder should have a valid BBBEE certificate/Sworn affidavit to claim preference points [otherwise no points will be awarded in the absence of a valid proof];
- 1.9. Bidders must fully complete the MBD Forms as attached to this document.

SP 03: DURATION

1. The contract is subjected to conclusion of a Service Level Agreement with the municipality.
2. The contract shall be from the date of appointment till 30 June 2023.

SP 04: EVALUATION CRITERIA

1. Phase 1: Compliance verification [returnable documents]

- a) Evaluation will entail verification of the returnable documents, checking and verifying contacts list of references;
- b) Bidders are required to comply with the bidder requirements mentioned in this document. Failure to adhere to any requirement may invalidate your tender;
- c) Certified copies of returnable documents [where applicable] maybe submitted on condition that such are not older than three months];

NB: Bidders who fail to submit the required returnable documents will be regarded as non-responsive and thus being eliminated from evaluation / adjudication process.

2. Phase 2: Functionality [assessment of the bidder's ability to execute the project].

- 1.10. The functionality of the tenderer will be evaluated on the following criteria:

FUNCTIONALITY ASSESSMENT		
CRITERIA	POINTS ALLOCATION	MAXIMUM SCORE
<p>Company Experience: Service Provider should at least be combined 3 years' experience in conducting contact centre and telephony services in similar institution.</p> <p>NB: Proof should be in the form of reference letters, letters confirming</p>	<p>1 point [less than three years' experience];</p> <p>5 points [three – five years' experience] and</p> <p>10 points [above five years' experience]</p>	10.00
<p>List of contactable references: Indicate where hosted contact centre and telephony services were undertaken and successfully implemented in the last five years.</p> <p>NB: State the following [Name of the client; Contact Details; Dates when telephony work was performed (Start date and end date) and the value of the contract].</p>	<p>1 point [provided one or no traceable references of similar projects];</p> <p>10 points [provided at least up two traceable projects of similar nature in public sector in the past 05 years (Attach letters of appointments)]</p> <p>20 points [provided three or more traceable references of similar project in public sector in the past 05 years. (Attach letters of reference)]</p>	20.00
<p>Qualification: Qualified Technician to install and configure the VOIP PABX Telephone System and regular maintenance post appointment</p>	<p>10 point [only Senior Project Manager employed by service provider to undertake the implementation and</p>	30.00

<p>date. At a minimum, a Senior Project Manager, Network technician, Voice and telecommunications specialist should form part of the team.</p> <p>NB: Attach a proof that the employees indicated in your proposal work for the company submitting proposal or freelance agreement should be attached. CVs and Certificate of qualification must be attached showing where the employees implemented a similar solution.</p>	<p>maintenance post appointment]</p> <p>20 point [Senior Project Manager and Network Technician, employed by service provider to undertake the implementation and maintenance post appointment]</p> <p>30 point [Senior Project Manager, Network technician, Voice and Telecommunications Specialist employed by service provider to undertake the implementation and maintenance post appointment]</p>	
<p>Accreditation: Service Provider must be an Authorized Reseller for OEM Product [certificate or letter to be supplied from OEM].</p>	<p>5 points [utilising another authorised reseller certificate]</p> <p>10 points [utilising own authorised reseller certificate]</p>	<p>10.00</p>
<p>Clearly defined project and implementation plan [Setup, configuration, etc. which clearly shows timeframe; Integration plan; Transition plan (Old to New Solution) and Outline business</p>		<p>10.00</p>

continuity capabilities of the proposed solution]		
Training and change management: Clearly outline training plan and change management plan [Training of business users on the new solution and Training of contact centre]		10.00
Total possible score		100.00
Tenderers must submit all relevant information regarding the above criteria		

Phase 3: Preference points calculation [pricing: 80/20 and BBEE status level]

1. The new Preferential Procurement Regulations of 2017 shall apply;
2. Preference points system of 80/20 will be applied in this regard [given the value of the contract];
3. Points for price will be calculated using the tendered amount [arithmetical errors shall be considered/shall be corrected];
4. Bidders must attach a valid BBEE Certificate or sworn Affidavit to claim points for in this regard.

SP 04: PRICING OF TENDER

The pricing of the bid must adhere to the following:

- 1.10.1. Bid prices must be quoted per year.
- 1.10.2. It should be noted that these services will under no circumstances be paid through a debit order. The Successful Bidder will have to submit

invoices per month (including statements) and the Municipality will settle all payments within 30 days from date of invoice as required by the Municipal Finance Management Act.

Service Provider must provide **a rate that is fixed monthly** for Voip/ Data solution, Internet or WI-fi, e-mail services and VPN Hosting as a package.

NB*Charges must include delivery and VAT

Charges must also be shown in South African Rand.

SP 05: TENDER DOCUMENTS

- 1.11. The submission must be done on this original document which is issued by the Municipality and they must not be retyped.

SP 06: INITIALLING/SIGNING OF THE TENDER DOCUMENT

- 1.12. Bidders must initial each page of the tender document as this tender document will also form part of the contract between the Municipality and the Successful Service Provider. Failure to initial each page will be considered as the bidder's indication of not being in agreement with the conditions set in this document or the page not signed. Accordingly, the bidder will be eliminated.

SP 06: SIGNING OF THE SERVICE LEVEL AGREEMENT

Appointment for this services is subjected to the successful Service Provider concluding a Service Level Agreement with the municipality. Accordingly, the terms and condition of the services are those provided by the municipality [given that the municipality needs this services to be provided in particular manner]. Therefore, it should be noted that the Service Level Agreement to be signed will be developed by the Municipality.

PART 04: CONDITIONS OF THE TENDER

CT 1: GENERAL

1. Tswelopele Local Municipality would like to invite interested bidders / brokers to submit proposals for Short Term Insurance.

CT 2: QUALIFICATION OF TENDERERS

2. It is essential that adequate background information pertaining to the Tenderers' company structure and profile be provided.

CT 3: CONTRACT DOCUMENTS

3. Each Tenderer is required to deposit the proposal documents, duly completed, in a sealed envelope, as per the advertisement calling for proposal.
4. No late proposals or proposals in an unsealed envelope will be accepted. No email, telegraphic, telephonic, telefax or facsimile tenders will be accepted.

CT 4: ACCEPTANCE OF PROPOSAL

5. The Council does not bind itself to accept the lowest or any proposal, and reserves the right to accept any proposal in whole or in part.

CT 5: REQUEST FOR TENDER DOCUMENTS

6. Bid documents are obtainable, on application, at a non-refundable deposit [no fee] of as indicated in the call for proposals.
7. Bid documents will be issued upon production of a proof of payment which shall be made by cash at cashier; direct deposit or electronic funds transfer (no cheques).

CT 6: SUBMISSION OF PROPOSALS

8. Every proposal must be lodged in a sealed envelope which is to be endorsed as per the indication / instruction in the call for proposal.

CT 7: SUFFICIENCY OF DOCUMENTS

9. Before the submission of any proposal, the Bidders must check the documents issued and the number of pages contained in this document. If any are found to be missing or duplicated or any figure or writing indistinct, or if the Schedule of Quantities contains any obvious errors, the Bidders shall contact the official handling the enquiries to inform him/her of any errors. Each Bidders shall satisfy himself/herself that his/her set of documents is complete and no claims will be considered in this regard.

CT 8: COMPLETENESS OF DOCUMENT

10. The tender will be considered as valid only if the following conditions are met:
 - a) The tender must be submitted on the Schedule of Quantities and Prices bound into the tender documents. The Schedule of quantities and prices must NOT be detached from the bound set of documents.
 - b) Tender documents shall remain intact in their original format and no pages are to be re-arranged or removed. The whole set of documents are to be re-submitted to the municipality.
 - c) No incomplete documents will be accepted and all entries must be completed in non-erasable pen (preferably black ink) and all annexure(s) must be fully completed.
 - d) The Schedule of Quantities and Prices bound into the tender document is to be fully priced and added up accurately.

- e) The tender must be signed by a person duly authorised thereto. A tender submitted by a Joint Venture of two or more firms must be accompanied by the document of the establishment of the joint venture, duly registered and authenticated by notary public or other official deputed to witness sworn statements, which precisely defines the conditions under which the joint venture will function, the duration period, the person authorised to represent it and who are obliged thereby, confirmation that the participation of the several firms forming the joint venture will be jointly and separately responsible to permit a full appraisal of its functioning.

CT 9: SCOPE OF TENDER / PROPOSAL

11. The Tenderer must make provision in his/her tender for all labour, materials, equipment, office overheads, profit, all statutory taxes and duties and everything else which is required to execute the work in accordance with tender documents and applicable legislation.

CT 10: OPENING OF TENDERS / PROPOSAL

12. Tenders shall be opened in public by the designated official from the municipality immediately after the closing time for the receipt of tenders. Tenders so opened shall be stamped, signed and dated by the person who opens them.

13. As the tenders are opened, the name of the Tenderer and the price where practically possible shall be read out. No further particulars will be furnished after the tenders have been opened and read out.

CT 11: VALIDITY OF TENDERS AND PERIOD

14. The period for which tenders must remain valid is calculated from the closing date for the submission of tenders. In the event of such period expiring on a Sunday, public holiday or any other day on which the municipal offices are closed, such

tenders must remain valid until the closing time of the first working day of the offices following such expiry date.

15. Tenders shall remain valid for 90 days after the closing date for submission of tenders and the successful Tenderer will be advised of the acceptance of his/her tender within this period.

CT 12: WITHDRAWAL OF TENDERS

16. A Tenderer may withdraw his/her tender in writing at any time before the closing date and time for submission of tenders if a notice to this effect reaches the Municipal Manager before the closing date and time.

17. In the event of the Tender withdrawing his/her tender after the closing date and time, or failing to provide an acceptable guarantee, or failing to take up the contract when called upon to do so by the municipality, the municipality reserves the right to insist that the Tender shall pay to the municipality the cost incurred by the municipality in having to award the tender to another Tenderer.

CT 13: EVIDENCE OF PREPAREDNESS OF TENDERER

18. It is a prerequisite that the Tenderer shall show and present satisfactory evidence that he/she has the necessary credit worthiness, capital and manpower to begin the work promptly and to conduct it as required by the municipality.

CT 15: COST INCURRED BY THE TENDERER

19. The municipality will not be responsible for any expenses or losses that may be incurred by any Tenderer and/or supplier in the preparation and/or submission of the tender.

CT 16: STAMP DUTIES

20. All stamp duties and other costs in connection with the signing of the contract or surety shall be paid by the Tenderer.

CT 17: AMENDMENTS AND QUALIFICATIONS

21. No unauthorised amendment shall be made to the tender document. If any such amendment is made or if the schedule of quantities and prices is not properly completed, the tender may be invalid.

22. Points that are difficult to interpret shall be clarified by the person handling enquiries as stated in the advertisement, as early as possible during the tender stage.

23. Should a query be deemed significant, all Tenderers will be informed accordingly by the relevant official from the Municipality.

24. An amendment or qualified tender must be submitted as an alternative tender together with a non-qualified tender. No qualified tender will be considered if no unqualified was submitted.

CT 18: ADDITIONAL INFORMATION

25. Each "Special Notice to Tenderers" will be deemed to form part of the tender documents and will either be included in the tender documents before issue thereof to the Tenderer or where the Tenderer has already been issued with tender documents, will be handed to the Tenderer or sent by registered post to the Tenderers address or by any means that the municipality consider appropriate.

CT 19: PRICING AND VALUE-ADDED TAX

26. Prices tendered must be valid for 90 days calculated from the closing date.

27. Prices must be completed on the schedule provided for the prices as indicated. VAT must be included in the amount tendered if bidders are registered as VAT Vendors.

28. No contract shall be awarded to a person or company who has failed to submit an original Tax Clearance Certificate from the South African Revenue Services certifying that the taxes of that person to be in order or that suitable arrangement have been made with the South African Revenue Services.

CT 20: PAYMENT AND CURRENCIES

29. Payment for items purchased through this tender shall be made in accordance with the supply chain management policy of the municipality and South African currency (the Rand) shall be used in making payments thereon.

CT 21: CONSIDERATION OF TENDERS

30. The Municipal Manager takes all tenders duly admitted into consideration and reserves the right not to accept the lowest or any tender received.

31. The decision by the Municipal Manager regarding the awarding of a contract shall be final and binding.

32. Where a contract has been awarded on the strength of information which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Council may, in addition to any other legal remedy it may have.

- a) Recover all costs, losses or damages it has incurred or suffered as a result of the award of the contract.
- b) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellations.

- c) Impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the tender.
- d) Restrict the contractor, its shareholders and directors from obtaining business from the municipality for a period not exceeding ten (10) years.

CT 22: TRANSFER OF CONTRACTS

33. The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without prior written consent of the Council.

CT 23: SERVICE LEVEL AGREEMENTS

34. It is an irrefutable condition of this contract that the successful Tenderer will have to negotiate and conclude a service level agreement with the Council.

CT 24: SETTLEMENT OF DISPUTES

35. Should any dispute arise between a Tenderer/supplier and the Municipality as to an interpretation of the conditions of a tender, contract or order, the decision of the Council shall be final. The execution of a contract or order shall not be delayed pending such decision. I hereby agree to the terms and conditions stated above.

Authorised Signature: _____

Name in block letters: _____

Signed at _____ this _____ day of _____ 2020

PART 05: FORM OF OFFER [TENDER]

TO: Municipal Manager

Tswelopele Local Municipality

P.O. BOX 3

BULTFONTEIN

9670

Sir/Madam

I/We, the undersigned:

- a) tender supply and installation of Voip/data solution, internet, e-mails services and VPN hosting as indicated in the advertisement subject to the conditions thereof from the Tswelopele Local Municipality;
- b) agree that the costs which are related to the preparation and submission of the tender document shall be for our own account;
- c) agree that we will be bound by the specifications, prices, terms and conditions stipulated in those schedules attached to this tender document;
- d) further agree to be bound by those conditions, set out in this tender document and any annexure attached hereto, should this tender be accepted in whole or in part;

- e) confirm that this tender may only be accepted by Tswelopele Local Municipality by way of a duly authorised Letter of Acceptance;
- f) declare that we are fully acquainted with the Preferential Procurement Form and Schedules, and the contents thereof and that we have signed the Schedule of Quantities and Prices and completed the Procurement Form, attached hereto;
- g) declare that, the tender document and amendments thereto will be signed by the relevant authorised person in order for the document to constitute a proper contract between Tswelopele Local Municipality and the undersigned, on acceptance of a tender by Tswelopele Local Municipality;
- h) declare that all information provided in respect of the tenderer as well as the tender documents submitted are true and correct;
- i) declare that documentary proof regarding aspects of the tender process or accidental thereto will, when required, be submitted to the satisfaction of the municipality;
- j) declare that this tender shall be valid for the period of 90 days from the closing date;
- k) in the event of this tender being withdrawn or in the event of the undersigned failing to take up the contract or to provide an approved guarantee when called upon to do so, I/we agree to pay Tswelopele Local Municipality the cost incurred by the municipality in having to award the contract to another Tenderer;
- l) I/we understand that you are not bound to accept the lowest or any tender you may receive and that no reason will be provided by you for non-acceptance or rejection of my tender.

Yours faithfully,

Name in block letters: _____

Authorised Signature: _____

Signed at _____ this _____ Day of _____ 2020

Witness Name: _____

Signature: _____

Date: _____

PART 06: PRICING SCHEDULE

Service Providers must show their cost for the items / services indicated below. A separate sheet may be attached to this page or as an annexure showing all costs for the items / services requested.

- **VOIP System**
- **Internet/WI-FI**
- **E-mail**
- **VPN**

PART 07: GENERAL UNDERTAKINGS BY THE TENDERER

1.1. DEFINITIONS

- 1.1.1 “**Acceptable tender**” means any tender which, in all respects, complies with conditions of tender and specifications as set out in the tender document, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related regulations.
- 1.1.2 “**Chairperson**” means the chairperson of the Tswelopele Local Municipality Bid Committee.
- 1.1.3 “**Municipal Manager**” means the Municipal Manager of the municipality.
- 1.1.4 “**Committee**” refers to the Bid Committee.
- 1.1.5 “**Council**” refers to Tswelopele Local Municipality’ council.
- 1.1.6 “**Equity Ownership**” refers to the percentage ownership and control, exercised by individuals within an enterprise.
- 1.1.7 “**HDI equity ownership**” refers to the percentage of an enterprise, which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals meeting the requirements of the definition of a HDI.
- 1.1.8 “**Member**” means a member of the Bid Committee.

- 1.1.9 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen-
- (i) Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the 1983 and 1993 Constitutions; and/or
 - (ii) Who is a female; and/or
 - (iii) Who has a disability.
- 1.1.10 **“Service providers”** refers to the Tenderers who have been successful in being awarded Council contracts.
- 1.1.11 **“SMMEs (Small, medium and Micro Enterprises)”** refers to separate and distinct business entities, including co-operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business Act 102 of 1996.
- 1.1.12 **“Contract”** refers to legally binding agreement between Tswelopele Local Municipality and the service provider.
- 1.1.13 **“Tender”** means a written offer or bid in a prescribed or stipulated form in response to an invitation by the Municipality for the provision of services or goods.
- 1.1.14 **“Contractor”** means any natural or legal person whose tender has been accepted by the Council.
- 1.1.15 **“Closing time”** means the date and hour specified in the tender documents for the receipt of tenders.

1.1.16 **“Order”** means an official written order issued for the supply of goods or the rendering of a service in accordance with the accepted tender or price quotation.

1.1.17 **“Written” or “in writing,”** means hand written in ink or any form of mechanical writing in printed form.

1.1.18 **“Functionality”** means technical capability, financial and other resource availability that the service provider needs, to successfully and efficiently render the service and/or deliver in accordance with the specifications.

1.2 INTERPRETATION

1.2.1. In this agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention:

1.2.1.1. -An expression which denotes:-

- a) Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time.;
- b) When any number of day is prescribed, such shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;

- c) Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

2.1 I/we hereby tender:

- 2.1.1 to supply all or any of the supplies and/or to render all or any of the services described in the attached documents Forms, Schedule(s) and/or Annexure(s) to the Tswelopele Local Municipality.
- 2.1.2 on the terms and conditions and accordance with the specifications stipulated in the tender documents (and which shall be taken as part of and incorporated into, this tender).
- 2.1.3 at the prices and on the terms regarding time for delivery and/or execution inserted therein.

2.2 I/we agree further that:

- 2.2.1 the offer herein shall remain binding upon me/us and open for acceptance by the Tswelopele Local Municipality during the validity period indicated and calculated from the closing time of the tender.
- 2.2.2 this tender and its acceptance shall be subject to the terms and conditions contained in the Forms, Scheduled(s) and/or Annexure(s) attached hereto with which I am /we are fully acquitted.
- 2.2.3 notwithstanding anything to the contrary in the Form(s), Schedule(s) and /or Annexure(s) attached hereto:
- 2.2.3.1.1 If I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfil the contract when

called upon to do so, the Tswelopele Local Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the Municipality;

2.2.3.1.2 In such event, I/we will then pay to the Municipality any additional expenses incurred by the Municipality for having either to accept any less favourable tender or, if new tenders have to be invited, the additional expenditure incurred by the invitation of new tenders and by the subsequent acceptance of any less favourable tender;

2.2.3.1.3 The Municipality shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other tender or contract;

2.2.3.1.4 Pending the ascertainment of the amount of such additional expenditure the Municipality may retain such monies, guarantee or deposit as security for any loss the Municipality may sustain, as determined hereunder, by reason of my/our default.

2.2.4 any legal proceedings arising from this tender may in all respects be launched or instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgment which may be obtained

against me/us as a result of such legal proceedings and I/we undertake to pay Tswelopele Local Municipality legal costs on an attorney and own client;

2.2.5 if my/our tender is accepted that acceptance may be communicated to me/us by letter and that proof of delivery of such acceptance to SA Post Office Ltd.

2.2.6 the law of the Republic of South Africa shall govern the contract created by the acceptance to this tender.

2.2.7 I/we have satisfied myself/ourselves as to the correctness and validity of this tender, that the price(s) and rate(s) quoted cover all the work/items(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

2.2.8 I/we accept full responsibility for the proper execution of all terms and conditions of this agreement as the principal(s) liable for the fulfilment of this contract.

Authorised Signature: _____

Name in block letter: _____

Date: _____

PART 08: GENERAL CONDITIONS OF CONTRACT AND PROCEDURES

GCCP 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 subsidised 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 recognised 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 goods are so delivered and a valid receipt is obtained.

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

1.12 “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 “GCCP” means the General Conditions of Contract and Procedures.

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 goods 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 organisation 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 ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 “Tort” means in breach of contract.

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

1.28 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

GCCP 2. APPLICATION

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

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

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

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

GCCP 4. STANDARDS

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

GCCP 5. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

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

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCCP clause 5.1 except for purposes of performing the contract.

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

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

GCCP 6. PATENT RIGHTS

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

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

GCCP 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 specified.

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

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 supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

GCCP 8. INSPECTIONS AND TESTS ANALYSIS

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

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organisation 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 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods 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 goods 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 goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 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 22 of GCCP

GCCP 9. PACKING

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

GCCP 10. DELIVERY AND DOCUMENTS

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

GCCP 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.

GCCP 12. TRANSPORT

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

GCCP 13. INCIDENTAL SERVICES

13.1 The supplier 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 supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

GCCP 14. SPARE PARTS

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(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.

GCCP 15. WARRANTY

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

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 supplier in writing of any claims arising under this warranty.

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

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

GCCP 16. PAYMENTS

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

16.2 The supplier 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.

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

16.4 Payment will be made in Rand unless otherwise stipulated.

GCCP 17. PRICES

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

GCCP 18. VARIATION ORDERS

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

GCCP 19. ASSIGNMENT

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

GCCP 20. SUBCONTRACTORS

20.1 The supplier 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 supplier from any liability or obligation under the contract.

GCCP 21. DELAYS IN SUPPLIER'S PERFORMANCE

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

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

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

21.4 Except as provided under GCCP Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCCP Clause 22, unless an extension of time is agreed upon pursuant to GCCP Clause 22.2 without the application of penalties.

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

GCCP 22. PENALTIES

22.1 Subject to GCCP Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCCP Clause 23.

GCCP 23. TERMINATION FOR DEFAULT

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCCP Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

GCCP 24. ANTIDUMPING AND COUNTERVAILING DUTIES

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidised 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

GCCP 25. FORCE MAJEURE

25.1 Notwithstanding the provisions of GCCP Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

GCCP 26. TERMINATION FOR INSOLVENCY

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such

termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

GCCP 27. SETTLEMENT OF DISPUTES

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

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

GCCP 28. LIMITATION OF LIABILITY

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

27.4 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 supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

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

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

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

GCCP 29. GOVERNING LANGUAGE

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

GCCP 30. APPLICABLE LAW

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

GCCP 31. NOTICES

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail

to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

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

GCCP 32. TAXES AND DUTIES

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

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

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

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

GCCP 33. TRANSFER OF CONTRACTS

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

GCCP 34. AMENDMENTS OF CONTRACTS

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

GCCP 35: REMEDIES

35.1. In the event of the death of a contractor or the provision or final sequestration of his/her estate or of his/her cession or transfer of a contract without the approval of the Council or of the surrender of his/her estate or of his/her reaching a compromise with his/her creditors or of the provisional or final liquidation of a contractor's company or the placing of its affairs under judicial management, the Council may, without prejudice to any other rights it may have, exercise any of the following:

- I. Cancel the contract and accept any of the tenders, which were submitted originally with that of the contractor or any offer subsequently received to complete the contract. In such a case the estate of the contractor shall not be relieved from liability for any claim which has risen or may arise against the contractor in respect of supplies not delivered or work not carried out by him/her under the contract, and the Council shall have the right to hold and retain all or any of the securities and retention moneys held by it at the date of the aforesaid occurrences until such claim has been satisfied; or
- II. Allow the executor, trustee, liquidator or judicial manager, as the case may be, for and on behalf of and at the cost and expenses of the estate of the contractor to carry on with and complete the contract.

GCCP 36: CONTRACTORS LIABILITY

- 36.1 In the event of the contract being cancelled by the Council in the exercise of its rights in terms of these conditions, the contractor shall be liable to pay to Council any losses sustained and/or additional costs or expenditure incurred as a result of such cancellation and Council shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract, or from a guarantee provided for the due
- 36.2 Fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Council may suffer or have suffered.
- 36.3 The contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in the supply or service rendered or if the supply or service as a result of such defect, latent, otherwise, does not conform to any condition or requirement of the contract.

GCCP 37: PROCEDURES

- 37.1 The Municipality will adjudicate acceptable tenders using a preference point system which awards points on the basis of:
- i. The tendered price
 - ii. Meeting specific goals

37.2 The Council may, in the adjudication of tenders, give particular consideration to procuring locally manufactured products. Preference in this regard may be accommodated within the ambit of the Act's 80/20 or 90/10 point system.

37.3 For specific industries, where the award of tenders to local manufacturers are of critical importance such tenders may be advertised with a specific tendering condition that only locally manufactured products will be considered.

37.4 Should preference points be awarded for locally manufacturing and/or content, the award of such points must be clearly specified in the tendering conditions.

37.5 Only a tenderer who has completed and signed the declaration part of the tender documentation may be considered for preference points.

37.6 The Council may, before a tender is adjudicated or at any time, require a Tenderer to substantiate claims it has made with regard to preference.

37.7 In the event that different prices are tendered for different periods of a contract, the price for each period must be regarded as a firm price if it conforms to the definition of a "firm price".

37.8 Points scored will be rounded off to the nearest 2 decimal.

37.9 In the event that two or more tenders have scored equal total points, the successful tender must be the one scoring the highest number of preference points for specified goals. Should two or more tenders be equal in all respects, the award shall be decided by the drawing of lots.

37.10 Preference points stipulated in respect of a tender will include preference points for equity ownership.

37.11 The equity ownership will be equated to the percentage of an enterprise or business owned by individuals or, in respect of a company, the percentage of a company's shares that are owned by individuals, who are actively involved in the management of the enterprise or business and

37.12 Exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the tender.

37.13 In the event that the percentage of ownership contemplated in paragraph 11 above changes after the closing date of the tender, the Tenderer must notify the Municipality.

37.14 Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.

37.15 All claims made for equity ownership by an HDI will be considered according to the following criteria:

- a) Equity within private companies must be based on the percentage of equity ownership.
- b) Preference points must not be awarded to public companies and tertiary institutions.
- c) No equity points may be claim for HDI for people who obtained RSA citizenship after 27 April 1994

- 37.16 Equity claims for a Trust shall not be allowed in respect of those persons who are both trustee and beneficiaries and who are actively involved in the management of the Trust.
- 37.17 A Consortium or Joint Venture shall, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.
- 37.18 The number of points scored for a Consortium or Joint Venture must be added to the number of points scored for achieving specified goals.
- 37.19 A person awarded a contract as a result of preference for contracting with, or providing equity ownership to an HDI, shall not sub-contract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for such preference.
- 37.20 No contract shall be awarded to a person who failed to submit a Tax Clearance Certificate from the South African Revenue Services (SARS) certifying that the taxes of that person to be in order or that suitable arrangement have been made with SARS.
- 37.21 Tenderers submitting two or more offers on the same tender without declaring interest will be disqualified.
- 37.22 No contract shall be awarded to a company that fails to submit a valid company registration certificate or identity document if one man concern.

PART 09: OTHER CONDITIONS OF THE TENDER

1. DEFINITIONS

1.1. Unless inconsistent or expressly indicated otherwise by the context

“COUNCIL” shall mean Tswelopele local municipality

“TENDER” shall mean an offer to arrange for the services as per the requirements detailed in here.

2. PERIOD OF CONTRACT

2.1. The contract period will be as follows in line with the financial year of the municipality:

Contract Period: 01 July 2020 or from date of appointment to 30 June 2023

NB: Please note that the municipality is not bound to extend the contract upon expiry date and may have to undergo competitive bidding process. The contract is for three years running from 01 July 2020 till 30 June 2023. Any extension beyond this period will be at the discretion of the municipality. It should be noted that should the contract be awarded after 01 July 2020, it will still run for the remaining period till 30 June 2023.

3. CLOSING DATE OF TENDER

3.1 Refer to the call for proposals for closing date and time.

3.1. The Council shall, in the following cases, have the right summarily and without recourse to law and prejudice to the right of the Council to sue the Broker for any damages sustained by it in consequence of the Broker's breach of contract, or default as aforementioned and to terminate the contract.

3.1.1. in the event of any breach of or failure by the Broker to comply with any of the terms of this contract.

3.2.2 in the event of an order being made for the sequestration of the Broker's estate, whether provisional or final, or in the event of an application being made for such order, or in the event of the Broker making application for the surrender of his estate, or if he shall enter into, make or execute any deed of arrangement, or other composition or arrangement with, or assignment for the benefit of his creditors, or purport so to do, or, if the Broker is a company, if it shall pass a resolution, or if the Court shall make an order, for the liquidation of such company and

3.2.3 in the event of the Broker, or any person employed by him, paying or offering to pay any sum of money by way of commission or gratuity to any councillor or person in the employ of the Council or giving or offering or endeavouring to give to such councillor or other person any gift or consideration.

4. FAILURE TO DELIVER

4.1 In the event of the Broker failing to arrange short-term insurance according to the contract; or of the Council suffering damage because of the Brokers failure to deliver; it is agreed that the Broker shall pay to the Council as liquidated damages, and not by way of penalty, the following sums, to be fixed in each case by the Municipal Manager:

in case

(a), a sum equal to any excess cost incurred by the Council over the Contract Price in arranging the services according to the Contract, in such manner as it may deem fit, together with all charges and expenses connected therewith;

in case

(b) a sum not exceeding the actual damage so incurred by the Council.

4.2 The Municipal Manager shall also determine the manner in which and the time when such payment of excess cost or damage shall be made, the decision of the Municipal Manager to be binding in every case.

4.3 The bidder undertakes not to sublet or assign this contract, or any part thereof, or any interest therein, except with the written consent of the Council, and on such conditions as the Council may approve.

5. ACCEPTANCE

5.1 The written acceptance of this Tender shall constitute a contract binding on both parties.

5.2 This tender shall remain open for acceptance for a period of ninety (90) days from the date on which tenders are due (closing date of tenders) and during this period the tenderer shall agree not to withdraw his tender or impair or derogate from its effect.

5.3 The Council does not bind itself to accept the lowest or any tender.

