



TENDER NO.: SC 1675/2016

**UPGRADE, MAINTENANCE AND SUPPORT OF OVERSTRAND MUNICIPALITY'S RADIO
FREQUENCY NETWORK FOR A CONTRACT PERIOD ENDING 30 JUNE 2018.**

PROCUREMENT DOCUMENT

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT)	<i>REFER TO PRICING SCHEDULE ON PAGES 62 TO 64</i>

FEBRUARY 2016

PREPARED AND ISSUED BY:

Directorate: Finance:
Supply Chain Management Unit
Overstrand Municipality
PO Box 20, Hermanus, 7200

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Craig Johnson
Manager: Systems Development
Tel. Number: **028 313 8160**

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TENDER DETAILS			
TENDER NUMBER:	SC1675/2016		
TENDER TITLE:	UPGRADE, MAINTENANCE AND SUPPORT OF OVERSTRAND MUNICIPALITY'S RADIO FREQUENCY NETWORK FOR A CONTRACT PERIOD ENDING 30 JUNE 2018.		
CLOSING DATE:	2016/03/11	CLOSING TIME:	12H00
SITE MEETING:	DATE: 2016/03/01	TIME:	10H00 COMPULSORY: YES
SITE MEETING ADDRESS:	SCM COMMITTEE ROOM, HEAD OFFICE, MAGNOLIA AVE, HERMANUS		
CIDB GRADING REQUIRED:	NO	LEVEL AND CATEGORY:	N/A
BID BOX NO:	3	SITUATED AT: Overstrand Municipal Building, Magnolia Avenue, Hermanus. The bid box is generally open 24 hours a day, 7 days a week.	
OFFER TO BE VALID FOR:	90	DAYS FROM THE CLOSING DATE OF BID.	
TENDERER DETAILS (Please indicate postal address for all correspondence relevant to this specific tender)			
NAME OF TENDERER:			
NAME OF CONTACT PERSON:			
PHYSICAL ADDRESS:		POSTAL ADDRESS:	
TELEPHONE #:		FAX NO.:	
E-MAIL ADDRESS:			
DATE:			
SIGNATURE OF TENDERER:			
CAPACITY UNDER WHICH THIS BID IS SIGNED:			
PLEASE NOTE:			
1. Tenders that are deposited in the incorrect box will not be considered.			
2. Tender box deposit slot is 28cm x 2.5cm.			
3. Mailed, telegraphic or faxed tenders will not be accepted.			
4. If the bid is late, it will not be accepted for consideration.			
5. Bids may only be submitted on the Bid Documentation provided by the Municipality.			
ENQUIRIES MAY BE DIRECTED TO:			
	ENQUIRIES REGARDING BID PROCEDURES	TECHNICAL ENQUIRIES	
CONTACT PERSON:	BLAKE D'OLIVEIRA	CRAIG JOHNSON	
TEL. #	028 313 5016	028 313 8160	

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

1. CHECKLIST

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

Certificate of Clarification Meeting Attendance - Is the form duly completed and signed by both tenderer and agent of the Overstrand Municipality?	Yes	No	
Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached?	Yes	No	
Tax Clearance Certificate - Is an ORIGINAL and VALID Tax Clearance Certificate attached?	Yes	No	
MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	Yes	No	
MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate or the original B-BBEE Certificate attached?	Yes	No	
MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes	No	
MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes	No	
MBD 15 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested?	Yes	No	
MBD16 (Key Performance Indicators) - Is the form duly completed and signed?	Yes	No	
OHASA (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid Letter of Good Standing from the Compensation Commissioner attached?	Yes	No	
Form of Indemnity - Is the form duly completed and signed?	Yes	No	
Specifications - Is the form duly completed and signed?	Yes	No	
Pre-Qualification Criteria - Is the form duly completed and signed?	Yes	No	
Schedule of Work Experience – Entity - Is the form duly completed and signed?	Yes	No	
Schedule of Work Experience – Project manager - Is the form duly completed and signed?	Yes	No	
Pricing Schedule - Is the form duly completed and signed?	Yes	No	
Form of Offer - Is the form duly completed and signed?	Yes	No	
DATA BASE REGISTRATION - Is the form duly completed and signed? Are ALL the supporting documents attached?	Yes	No	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

2. TENDER NOTICE & INVITATION TO TENDER**TENDER NO. SC 1675/2016****UPGRADE, MAINTENANCE AND SUPPORT OF OVERSTRAND MUNICIPALITY'S RADIO
FREQUENCY NETWORK FOR A CONTRACT PERIOD ENDING 30 JUNE 2018.**

Tenders are hereby invited for the **Upgrade, Maintenance and Support of Overstrand Municipality's Radio Frequency Network for a contract period ending 30 June 2018.**

Tender documents, in English, are obtainable from **Friday, 19 February 2016**, at the offices of the Supply Chain Management Unit, Overstrand Municipality, Magnolia Avenue, Hermanus; from Ms. Rita Neethling Tel. 028 313 8064 between 08h30 and 15h30 upon payment of a tender participation fee of **R158-00** per set. Alternatively the document may be downloaded free of charge from the website: www.overstrand.gov.za .

Sealed tenders, with: "**Tender No.:SC1675/2016: Upgrade, Maintenance and Support of Overstrand Municipality's Radio Frequency Network for a contract period ending 30 June 2018.**" clearly endorsed on the envelope, must be deposited in **Tender Box No. 3** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus. Bids may only be submitted on the bid documentation issued by Overstrand Municipality.

A compulsory information session will be held at **10H00** on **01 March 2016** at **SCM Committee Room, Hermanus Head Office, Magnolia Avenue** .

The closing date and time of the tender is on **11 March 2016** at **12h00** and tenders will be opened in public immediately thereafter in the Supply Chain Management Committee Room, Hermanus Administration.

Tenders must be valid for **90 days** after the closing date. Tenders shall be evaluated in terms of the Preferential Procurement Regulations, 2011 and bidders may claim preference points in terms of their B-BBEE status level of contribution.

The Overstrand Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept any tender, as it may deem expedient. Tenders are subject to the General Conditions of Contract and the Supply Chain Management Policy of the Overstrand Municipality.

Please refer enquiries to **Craig Johnson** at telephone number: **028 313 8160**.

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MUNICIPALITY

3. CLARIFICATION MEETING CERTIFICATE

I / We*, the undersigned, certify that I / we* have examined the Site for the Works and its surroundings for which I / we* am / are* submitting this Tender and have, as far as practicable possible, familiarized myself / ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my / our* tender.

* Delete whichever is inapplicable

NAME & SURNAME			
CAPACITY			
NAME OF FIRM			
ADDRESS			
TELEPHONE NO		FAX NO:	
E-MAIL		SIGNATURE	

SIGNED FOR AND ON BEHALF OF OVERSTRAND MUNICIPALITY	
NAME AND SURNAME	
DATE	



4. AUTHORITY TO SIGN A BID

1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

1.1. I, _____, the undersigned, hereby confirm that I am the sole owner of the business trading as _____.

OR

1.2. I, _____, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

2. COMPANIES AND CLOSE CORPORATIONS

2.1. If a Bidder is a **COMPANY**, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid

2.2. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

Date Resolution was taken	
Resolution signed by (name and surname)	
Capacity	
Name and surname of delegated Authorised Signatory	
Capacity	
Specimen Signature	

Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
Is a CERTIFIED COPY of the resolution attached?		YES	NO

SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



3. PARTNERSHIP

We, the undersigned partners in the business trading as _____ hereby authorize Mr/Ms _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner		Signature	
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

4. CONSORTIUM

We, the undersigned consortium partners, hereby authorize _____ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms. _____ To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

5. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

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 any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad 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.
- 1.13. 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.
- 1.14. "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.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "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

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transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "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.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "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.
- 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1. The 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

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such employed person shall be made in confidence and shall extend only as 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 GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the 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.

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.

7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the 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:
 - 7.3.1. 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
 - 7.3.2. 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.

8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 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,

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the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 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 GCC.

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, and in any subsequent instructions ordered by the purchaser.

10. Delivery

Delivery of the goods shall be made by the supplier in accordance with the documents and terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified.

11. Insurance

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

12. Transportation

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

13. Incidental

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
 - 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - 13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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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.

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:

14.1.1. 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;

14.1.2. in the event of termination of production of the spare parts:

14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1. The 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 in SCC.

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 in SCC 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.

16. Payment

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 fulfillment of other obligations stipulated in the contract.

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

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

17. Prices

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

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18. Variation orders

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

19. Assignment

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.

20. Subcontracts

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.

21. Delays in the 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 supplies are required, or the supplier's services are not readily available.

21.4. Except as provided under GCC 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 GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties.

21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies 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.

22. Penalties

Subject to GCC 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 GCC Clause 23.

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:

23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or

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- 23.1.3. if the supplier, in the judgment 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.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
- 23.6.2. the date of commencement of the restriction
- 23.6.3. the period of restriction; and
- 23.6.4. the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC 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.

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- 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.

26. Termination for insolvency

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.

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.
- 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,
- 27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability

- 28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- 28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- 28.1.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment

29. Governing language

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.

30. Applicable law

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

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.

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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.

33. Transfer of contracts

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

34. Amendment of contracts

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.

35. Prohibition of restrictive practices.

- 35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 of 1998.
- 35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

General Conditions of Contract (revised July 2010)

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6. GENERAL CONDITIONS OF TENDER
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1. Sealed tenders, with the “**Tender Number and Title**” clearly endorsed on the envelope, must be deposited in the **tender box indicated** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus.
2. The tender must be lodged by the Tenderer in the tender box in the Main Cash Hall, Hermanus Municipal Offices, Magnolia Avenue, Hermanus
3. **PLEASE NOTE:**
 - 3.1. Tenders that are deposited in the incorrect box will not be considered.
 - 3.2. Tender box deposit slot is 28cm x 2.5cm.
 - 3.3. Mailed, telegraphic or faxed tenders will not be accepted.
 - 3.4. Documents may only be completed in black ink.
 - 3.5. The use of correction fluid/tape is not allowed.
 - 3.5.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
 - 3.5.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
 - 3.6. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
 - 3.7. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.
4. Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
5. Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
6. A separate Tender box is provided for the reception of Tenders and no Tender will be considered which, subsequent to the closing hour for Tenders, may be found in another box.
7. Tenders shall be opened in public at the Hermanus Municipal Offices as soon as possible after the closing time for the receipt of tenders.
8. The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; ALTERNATIVELY;
 - 8.1. That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
 - 8.2. The tenderer shall declare **all** the Municipal account numbers in the Overstrand Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.
9. This bid will be evaluated and adjudicated according to the following criteria:
 - 9.1. Relevant specifications
 - 9.2. Value for money
 - 9.3. Capability to execute the contract
 - 9.4. PPPFA & associated regulations

[insert any other criteria]

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10. Invoices

All invoices must be forwarded to the following address:

Overstrand Municipality
 PO Box 20
 Hermanus, 7200

11. Value-Added Tax (VAT)

- 11.1. Tax invoices are to comply with the requirements as contained in the Value Added Tax Act, Act 89 of 1991. The content of the invoice must contain sufficient information for audit purposes.
- 11.2. It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
- 11.3. The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3,000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.
- 11.4. The VAT registration number of the Municipality is 4140106396.

12. Standard Payment Terms

- 12.1. All money owed by the municipality must be paid within 30 calendar days of receiving the relevant invoice or statement, unless prescribed otherwise for certain categories of expenditure.
- 12.2. Payment Cycles for the first 12 months of business with the Overstrand Municipality to Survivalist enterprises / Micro-enterprises
- 12.3. Survivalist enterprises / Micro-enterprises are entitled to a weekly payment cycle by the municipality.
- 12.4. In order to qualify for a weekly payment, a supplier must be classified as a Survivalist enterprises / Micro-enterprises on the Municipality's supplier database.
- 12.5. A weekly payment to Survivalist enterprises / Micro-enterprises is not a right in terms of this policy. Survivalist enterprises / Micro-enterprises may request such payments which may be made at the discretion of the Municipality.

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7. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement, bidders are required to complete in full the TCC 0001 form, "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be accepted.
4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za
6. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website www.sars.gov.za

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8. MBD 4 – DECLARATION OF INTEREST

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

3.1.	Full Name of bidder or his or her representative																		
3.2.	Identity Number																		
3.3.	Position occupied in the Company (director, shareholder ² etc.)																		
3.4.	Company Registration Number																		
3.5.	Tax Reference Number																		
3.6.	VAT Registration Number																		
3.7.	Are you presently in the service of the state?	YES		NO															
3.7.1.	If so, furnish particulars:																		
3.8.	Have you been in the service of the state for the past twelve months?	YES		NO															
3.8.1.	If so, furnish particulars:																		

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

1. a member of –
 - i. any municipal council;
 - ii. any provincial legislature; or
 - iii. the National Assembly or the National Council of Provinces;
2. a member of the board of directors of any municipal entity;
3. an official of any municipality or municipal entity;
4. an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
5. a member of the accounting authority of any national or provincial public entity; or
6. an employee of Parliament or a provincial legislature.

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



3.9.	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES		NO	
3.9.1.	If so, furnish particulars:				
3.10.	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES		NO	
3.10.1.	If so, furnish particulars:				
3.11.	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.11.1.	If so, furnish particulars:				
3.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.12.1.	If so, furnish particulars:				
3.13.	Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES		NO	
3.13.1.	If so, furnish particulars:				



3.14. Please provide the following information on ALL directors/shareholders/trustees/members below:			
Full Name and Surname	Identity Number	Personal Income Tax Number	Provide State ³ Employee Number

NB:
a) PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)
b) PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.

4. DECLARATION

I, the undersigned (name) _____, certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

³ MSCM Regulations: "in the service of the state" means to be –

1. a member of –
 2. any municipal council;
 3. any provincial legislature; or
 4. the National Assembly or the National Council of Provinces;
5. a member of the board of directors of any municipal entity;
6. an official of any municipality or municipal entity;
7. an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
8. a member of the accounting authority of any national or provincial public entity; or
9. an employee of Parliament or a provincial legislature.



9. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 – PURCHASES/SERVICES (90/10)

NB:
 Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2011.

1. GENERAL CONDITIONS

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

- 1.1.1. the 80/20 system for requirements with a Rand value of up to R1,000,000 (all applicable taxes included); and
- 1.1.2. the 90/10 system for requirements with a Rand value above R1,000,000 (all applicable taxes included).
- 1.2. The value of this bid is estimated to exceed R1,000,000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.
- 1.3. Preference points for this bid shall be awarded for:
 - 1.3.1. Price; and
 - 1.3.2. B-BBEE Status Level of Contribution.
- 1.4. The maximum points for this bid are allocated as follows:

	POINTS
1.4.1. Price	90
1.4.2. B-BBEE status level of contribution	10
Total points for Price and B-BBEE must not exceed	100

- 1.5. Failure on the part of a bidder to fill in and/or to sign this form will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6. Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.7. The Municipality reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the Municipality.

2. DEFINITIONS

- 2.1. *“All Applicable Taxes”* includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2. *“B-BBEE”* means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3. *“B-BBEE status level of contributor”* means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4. *“Bid”* means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5. *“Broad-Based Black Economic Empowerment Act”* means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- 2.6. *“Comparative Price”* means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7. *“Consortium or Joint Venture”* means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8. *“Contract”* means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9. *“EME”* means any enterprise with an annual total revenue of R5 million or less (except where Sector Charter Thresholds apply);
- 2.10. *“Firm Price”* means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11. *“Functionality”* means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12. *“Non-firm Prices”* means all prices other than “firm” prices;
- 2.13. *“Person”* includes a juristic person;
- 2.14. *“Rand Value”* means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15. *“Sub-contract”* means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16. *“Total Revenue”* bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17. *“Trust”* means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18. *“Trustee”* means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1. The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2. Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3. Points scored must be rounded off to the nearest 2 decimal places.
- 3.4. In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5. However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.



4. POINTS AWARDED FOR PRICE

4.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where:

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

5.1. In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3. Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate **or a CERTIFIED COPY** thereof, substantiating their **B-BBEE** rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4. A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.



6. BID DECLARATION

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

6.1.1. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1	
6.1.1.1. B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate	
6.1.1.2. Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)	

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

7. SUB-CONTRACTING

7.1. Will any portion of the contract be sub-contracted? (<i>Tick applicable box</i>)	YES		NO	
7.1.1. If yes, indicate:				
7.1.1.1. what percentage of the contract will be subcontracted?				%
7.1.1.2. the name of the sub-contractor?				
7.1.1.3. the B-BBEE status level of the sub-contractor?				
7.1.1.4. whether the sub-contractor is an EME? (<i>Tick applicable box</i>)	YES		NO	

8. DECLARATION WITH REGARD TO COMPANY/FIRM

Name of Enterprise			
VAT registration number			
Company registration number			
TYPE OF ENTERPRISE (<i>Tick applicable box</i>)	Partnership / Joint Venture / Consortium		
	One person business / sole proprietor		
	Company		
	Close Corporation		
Describe principal business activities			
Company Classification (<i>Tick applicable box</i>)	Manufacturer		
	Supplier		
	Professional service provider		
	Other service providers, e.g. transporter, etc.		
TOTAL NUMBER OF YEARS THE ENTERPRISE HAS BEEN IN BUSINESS			



9. I / we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- 9.1. The information furnished is true and correct;
 - 9.2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
 - 9.3. In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - 9.4. If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - 9.4.1. disqualify the person from the bidding process;
 - 9.4.2. recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - 9.4.3. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - 9.4.4. 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 *audi alteram partem* (hear the other side) rule has been applied; and
 - 9.4.5. forward the matter for criminal prosecution

SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			

FOR INFORMATION PURPOSES ONLY

PLEASE NOTE THE FOLLOWING REQUIREMENTS REGARDING VALIDATION OF B-BBEE SCORE.

1. EME B-BBEE STATUS LEVEL CERTIFICATES ISSUED BY AUDITORS AND ACCOUNTING OFFICERS AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (ONLY IN TERMS OF THE CODES OF GOOD PRACTICE OF 2007)

- 1.1. Certificates issued by an Auditor or Accounting Officer will be issued on his or her letterhead with the practice number and contact number clearly specified on the face of the Certificate.
- 1.2. When confirming the validity of such a certificate, the following should be detailed on the face of the certificate:
 - 1.2.1. The Auditor's / Accounting Officer's letterhead with **FULL contact details**;
 - 1.2.2. The Auditor's / Accounting Officer's **practice number**;
 - 1.2.3. The name and **physical location of the measured entity**;
 - 1.2.4. The registration number and, where applicable, the VAT number of the measured entity;
 - 1.2.5. **The date of issue and date of expiry**;
 - 1.2.6. The B-BBEE Status Level of Contribution obtained by the measured entity; and
 - 1.2.7. The **total black shareholding** and **total black female shareholding**.

1. BIDDERS OTHER THAN EMEs

These bidders **MUST** submit their **ORIGINAL** and valid **B-BBEE** status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their **B-BBEE** rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.



10. MBD 8 – 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:
 - 3.1. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
 - 3.2. been convicted for fraud or corruption during the past five years;
 - 3.3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - 3.4. 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.

4.1	Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	Yes	No
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)? <i>(To access this Register enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		



4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or 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
4.5.1	If so, furnish particulars:		

5. 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:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			



11. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids 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).⁴ Collusive bidding is a *per 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:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. 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
 - 3.3. 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:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

OVERSTRAND MUNICIPALITY

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

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:

⁴ 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.



- 5.1. has been requested to submit a bid in response to this bid invitation;
- 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- 5.3. 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 consortium⁵ 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:
 - 7.1. prices;
 - 7.2. geographical area where product or service will be rendered (market allocation)
 - 7.3. methods, factors or formulas used to calculate prices;
 - 7.4. the intention or decision to submit or not to submit, a bid;
 - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6. bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

⁵ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



12. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003) - (To be signed in the presence of a Commissioner of Oaths)

I, _____, _____ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Overstrand Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

FURTHER DETAILS OF THE BIDDER’S Director / Shareholder / Partners, etc.:

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

NB: Please attach certified copy(ies) of ID document(s) If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

Signature	Position	Date

<p style="text-align: center;">COMMISSIONER OF OATHS</p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20__</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p>COMMISSIONER OF OATHS:-</p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p>Apply official stamp of authority on this page:</p>
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13. MBD 16 – KEY PERFORMANCE INDICATORS

1. KEY PERFORMANCE INDICATORS (KPIs)			
1.1.	Work(s) performed / goods delivered within timeframes specified		
1.2.	Work(s) performed / goods delivered within financial framework specified		
1.3.	Acceptable quality of work(s) performed / goods delivered		
1.4.	OTHER:		
	(a)		
	(b)		
	(c)		
	(d)		
	(e)		
<p>I / We acknowledge that I / we am / are fully acquainted with the abovementioned Key Performance Indicators (KPIs) applicable to this tender / contract as stipulated by the Municipality and that I / we accept these Key Performance Indicators (KPIs) in all respects.</p> <p>I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender: that the price quoted cover all the work / item(s) specified in the tender document and that the price cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.</p>			
SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	



**14. SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
(ACT 85 OF 1993)**

INTRODUCTION

The Occupational Health and Safety Act, 1993 (Act 85 of 1993) stipulates that the Chief Executive Officer is primarily responsible or liable for the health and safety of all his/her employees. This is embedded in Section 16(1) of the said Act. This responsibility or liability is also extended to include a mandatory that performs work on behalf of the employer on his/her premises.

A “mandatory” is defined in the said Act as: - *“Including an agent, contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user”*

In terms of Section 37(2), read with Section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatory. Section 37(2) stipulates that there should be a written agreement in place between the employer and the mandatory regarding the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of the Occupational Health and Safety Act, 1993.

By ensuring that there is a written agreement in place, the Management of Overstrand Municipality is acting in a responsible manner, so as to ensure that this requirement is indeed being met.

In order to ensure that this written agreement is honoured at all times, regular inspections of work that is performed will be conducted and if found not complying with the said agreement, a notice of non-compliance will be issued. All work will be stopped and reasons for non-compliance must be given and what corrective action will be taken to rectify the situation must be stipulated.

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)	
<p>Overstrand Municipality has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.</p> <p>In order to enter into this agreement, the following information is needed regarding the above-mentioned:</p>	
Contractor’s registration number with the office of the Compensation Commissioner:	
<p>NOTE: A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing must be handed in, in this regard.</p>	

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



WRITTEN AGREEMENT

This is a written agreement between

OVERSTRAND MUNICIPALITY

And

(Name of the MANDATORY)

in terms Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.

I, _____, representing the MANDATORY do hereby acknowledge that _____ (*mandatory*) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and agree to ensure that all work that will be performed, any article or substance that will be produced, processed, used, handled, stored or transported and plant and machinery that will be used, will be done in accordance with the provisions of the said Act.

I furthermore agree to comply with the Health and Safety requirements and to liaise with the Municipality should I, for whatever reason, be unable to perform in terms of this Agreement.

SIGNED ON BEHALF OF MANDATORY			
DATE:		PLACE:	
PRINT NAME:			
CAPACITY:			
SIGNATURE:			

SIGNED ON BEHALF OF THE MUNICIPALITY			
DATE:		PLACE:	
PRINT NAME:			
CAPACITY:			
SIGNATURE:			



15. FORM OF INDEMNITY

INDEMNITY

Given by (Name of Company) _____
 of (registered address of Company) _____
 a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by (Name of Representative) _____
 _____ in his capacity as (Designation) _____
 of the Contractor, is duly authorised hereto by a resolution dated _____ /20____,
 to sign on behalf of the Contractor.

WHEREAS the Contractor has entered into a Contract dated _____ / 20____,
 with the Municipality who require this indemnity from the Contractor.

NOW THEREFORE THIS DEED WITNESSES that the Contractor does hereby indemnify and hold harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the Municipality in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

SIGNATURE OF CONTRACTOR:	
DATE:	
SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	



PART B – SPECIFICATIONS AND PRICING SCHEDULE



16. SPECIFICATIONS

1. Introduction

- 1.1. The Overstrand Municipality invites tender for an ICASA approved Service Provider to provide maintenance and support of the existing Radio Frequency (RF) network to all the regional offices of the Overstrand municipality. The existing WAN, comprising of the RF Network connects its offices in Gansbaai, Stanford, Onrus, Hawston and Kleinmond to the Head Office in Hermanus and at the same time expand the connection to all offices via sectors.
- 1.2. The objective of this tender is to outsource the provision of maintenance and support services for existing radio frequency network infrastructure and the acquisition of new radio equipment to a service provider with sufficient resources and competence that will:
 - 1.2.1. ensure a secure and reliable communications infrastructure between all regional offices and the municipal Head Office in Hermanus. The communications infrastructure is viewed as a mission critical component in enabling cost effective service delivery to all our communities and stakeholders;
 - 1.2.2. provide the necessary innovative leadership and consultation when migration strategies are contemplated to improve service delivery to all our communities. Cognisance must also be taken of latest industry trends and regulatory requirements to ensure a best practice approach when new architectures and/or technologies are considered.

2. Background

- 2.1. The Overstrand Municipality has been operating a RF Network as its backbone WAN for a number of years. The solution works well and has up to now been adequate, in providing a vehicle for the delivery of services to our remote sites/administrations.
- 2.2. The initial RF equipment was leased through a tender, then procured at the end of the term. Thereafter upgrades have been purchased via the municipality, installed and maintained via a tendered maintenance and service contract. Equipment was insured via the tenderer and any faulty equipment was replaced via this insurance/warranty.
- 2.3. The RF network can be divided into to two sections, the backbone at the key high sites, providing the bulk of the throughput between the various major administration areas, and the sectors, connecting the regional offices to the high sites.
- 2.4. Recognising that the network needed an upgrade, the municipality embarked on a 2 stage approach to upgrading the network, firstly, during the 2014/2015 financial year, the municipality upgraded its backbone to 300Mbps, and for the 2015/2016 financial year it will be upgrading the remote sectors and sites.
- 2.5. This tender will support the current updated backbone equipment and current sectors and end node equipment, as well as the new/replacement sector and end node equipment that will be procured and installed within the 2014/2015 financial year. The equipment to be procured and integrated and be fully compatible with the current configuration and radios being used, as specified in clause 5.2.
- 2.6. The municipality has considered other connectivity options for its WAN including Telkom fibre, leased lines, other wireless providers and microwave. These were however rejected due to:
 - 2.6.1. The geography in the Overstrand, not all sites that would require the connectivity are connected (or have the necessary connectivity available) in any one medium
 - 2.6.2. Some of the options are limited by their speed, and
 - 2.6.3. Others being too prohibitively expensive when the operating costs, total cost of ownership and scope of the network is taken into account.
 - 2.6.4. The guaranteed throughput compared to the contention ratio and the security concerns when sharing a network.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



3. Scope

3.1. Brief

- 3.1.1. The RF Network is well established and currently in production, a detailed list is provided in Annexure A1, and the maintenance of the network is to ensure that the network stays up and running and fit for purpose to enable the delivery of ICT services to all of Overstrand administrations and regional offices.
- 3.1.2. The network carries both data and voice traffic and is the backbone of the ICT infrastructure network of the municipality. The support component specifies the work to restore, maintain, enhance, fix or consult on the RF network, as well as an SLA to guarantee resolution times and responsibilities

3.2. Period of the contract

This tender is to provide the maintenance and support for the RF Network for the next 3 years (36 months), however, it will also encompass the proposed new and commissioning of (supply and install) equipment which is compatible with the existing backbone and will provide the required level of service.

3.3. Anticipated demand

The RF Networks’ backbone has recently been upgraded and It is anticipated that the current network’s regional offices will be upgraded to facilitate a faster, more resilient and efficient network in the very near future. It is anticipated that this will enable better and extra services to the remote and regional offices and administrations, as well as possibly new services (like video, web conferencing).

3.4. Service or maintenance requirements

Apart from the requirements listed in the brief above as part of the maintenance and SLA the tenderer will provide status reports and recommend action to maintain, reconfigure, enhance, commission or decommission, replace equipment. They will also keep records of the topology, its configuration and required levels of service, functionality, speeds and latency

3.5. The place of delivery, installation and/or commissioning

The RF Network spans the entire Overstrand Geographic area, however it is concentrated mostly at the regional high sites in Hermanus, Kleinmond, Onrus, Hawston, Stanford and Gansbaai, where most of the high sites have sector radios to provide the connectivity to the regional/remote offices. Importantly, the bidder needs to have the necessary health and safety certifications in order to work on the high sites and towers.

4. General

4.1. General Information

- 4.1.1. A proposed Service Level Agreement to provide the required support and maintenance services to the RF network system should be submitted as part of the response to the tender invitation.
- 4.1.2. Tenders must indicate how the maintenance and support services will be provided (i.e. ad hoc or on-site)
- 4.1.3. Service providers must have at least three years’ experience in providing similar services and must supply proof of such maintenance and support services rendered.
 - 4.1.3.1. The tender should include a list of at least three (3) contactable reference sites where the appointed supplier has installed / commissioned / maintained similar network equipment. The site names must be accompanied by names of contact persons as well as telephone and/or cell-phone numbers.

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NAME OF FIRM			



- 4.1.4. Should Service Provider intend to sub contract some of the services, such intent must also be provided in the tender document with full details of the relevant sub-contractor/s.
- 4.1.5. When compiling the proposed Service Level Agreement, specific cognizance must be taken of the following two documents included in the Tender documentation:
 - 4.1.5.1. The General Conditions of Contracting (GCC) as required by Overstrand Municipality for basic contractual requirements.
 - 4.1.5.2. The Main Agreement which specifies the minimum requirements for service delivery to the Overstrand Municipality for ICT and related services.

4.2. Communications Network Architecture and Topology

- 4.2.1. The RF Network is an IP based network enabling a complete range of communications services associated with a Voice over Internet Protocol (VoIP) network;
- 4.2.2. The following diagrams will be presented at the compulsory site meeting on 1 March 2016 and then made available to the persons attending the briefing session.
 - 4.2.2.1. Wide Area Network Configuration
 - 4.2.2.2. Backbone Connectivity to Wide Area Network
- 4.2.3. A schedule of the Radio Frequency network equipment to be maintained and supported by the service provider is attached to this tender document in clause 5.2.1.
- 4.2.4. Please note the routers and switches listed in these schedules are maintained by another service provider and does not form part of this tender process.

4.3. Connectivity

- 4.3.1. An Acceptable speed of the backbone and sectors will be benchmarked and mutually agreed throughput and latency will be agreed upon, dependent on the equipment used and licenses used. This agreed upon connectivity must then be guaranteed throughout the entire Wide Area Network (WAN). This bandwidth should be applicable at layer two of the I.S.O. model.
- 4.3.2. The Network must at all times conform to the Telecommunications Acts and all other applicable legal requirements.
- 4.3.3. As this network also supports VoIP, service providers will be required to make (configuration) provision for and support Quality of Service (QoS) and latency issues pertaining to this application.
- 4.3.4. The reliability of the system is of high importance. The objective is to maintain a system availability of 99% at all times.

4.4. Vendor Approval and Accreditation

- 4.4.1. The Overstrand Municipality is accredited with ICASA.
- 4.4.2. For the Radio Frequency networks, service providers must be approved vendors for Proxim, Cambium and Radwin systems.
- 4.4.3. If the tenderer is not an approved vendor for Proxim, Cambium and Radwin systems, the tender will not be evaluated.
- 4.4.4. Proof of this accreditation must be submitted with tender documentation.

4.5. Operations at Repeater Sites

- 4.5.1. The Overstrand municipal area experiences extreme wind, rain and other weather conditions (heat and coastal conditions).
- 4.5.2. Physical security aspects relating to the outdoor equipment should be taken into consideration.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



4.5.3. Specific security matters will be addressed during the compulsory site meeting when visiting some of the outdoor sites, such as a valid medical fitness certification and height safety and fall arrest certification.

4.6. Head Office and Regional Offices

4.6.1. WAN and LAN connectivity is currently in place at all the regional offices to enable inter connectivity between all regional offices.

4.6.2. 5 x Repeater sites facilitate the backbone connectivity between the regional offices; Hermanus (Olifantsberg); Onrusberg; Kleinmond (Vodacom site); Stanford (Highsite); Gansbaai (Dangerpoint).

4.6.3. Cisco routers are used to enable connectivity between the repeater sites. These Cisco routers are currently maintained and supported by another service provider and do not form part of the tender specifications.

4.6.4. Regional Offices

- 4.6.4.1. Hermanus – Head Office
- 4.6.4.2. Hermanus Administration Office Building
- 4.6.4.3. Electrical Department – Hermanus (Onrus)
- 4.6.4.4. Traffic Department – Hermanus
- 4.6.4.5. Municipal Stores – Hermanus
- 4.6.4.6. Housing Department – Hermanus
- 4.6.4.7. Preekstoel Water works, Hermanus
- 4.6.4.8. Town Planning, Hermanus
- 4.6.4.9. MQ House, Hermanus
- 4.6.4.10. PSG House Hermanus
- 4.6.4.11. Myrtle Ave, Hermanus
- 4.6.4.12. Zwelihle Librabry
- 4.6.4.13. Zwelihle Sewerage Works
- 4.6.4.14. Onrus Caravan Park
- 4.6.4.15. Onrus municipal offices
- 4.6.4.16. Hawston Librabry
- 4.6.4.17. Hawston Multiprof Centre
- 4.6.4.18. Tourism Office
- 4.6.4.19. Niring
- 4.6.4.20. Mount Pleasant Library
- 4.6.4.21. Solid Waste Station

4.6.5. Kleinmond Regional Offices

- 4.6.5.1. Kleinmond Administration Office
- 4.6.5.2. Kleinmond Electrical Workshop
- 4.6.5.3. Kleinmond Traffic Department
- 4.6.5.4. Betty’s Bay

4.6.6. Stanford Regional Offices

- 4.6.6.1. Stanford – Administration Office

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



4.6.7. Gansbaai Regional Offices

- 4.6.7.1. Gansbaai Administration Offices
- 4.6.7.2. Gansbaai Workshop
- 4.6.7.3. Gansbaai Electrical Workshop
- 4.6.7.4. Fernkloof via Gansbaai

5. Technical Requirements

5.1. Bidder must indicate whether the offer complies with the following technical specifications;

Minimum Requirements:		Please indicate with and "X" whether the offer complies with the requirements.		
		YES	NO	Comment
5.1.1.	Service Level Agreement			
5.1.1.1.	All Risks Warranty included			
5.1.1.2.	24x7x365 response times, including emergency and after hours,			
5.1.1.3.	include all travel, monthly service review meetings and reports,			
5.1.1.4.	provision made for agreed response times, priorities, Key Performance Indicators and penalties			
5.1.2.	Pricing schedule completed			
5.1.3.	At least 3 contactable reference sites			
5.1.4.	Proof of such maintenance and support services rendered			
All certifications and qualifications				
5.1.5.	Radwin: Installers need to be Radwin certified and suppliers must be valid Radwin System Integrators. * Proof of certification to be submitted with tender *			
5.1.6.	Cambium: Installers need to be Cambium certified and suppliers must be valid Cambium System Integrators. * Proof of certification to be submitted with tender *			
5.1.7.	A member of the support team needs to be Cisco CCNA certified * Proof of certification to be submitted with tender *			
5.1.8.	Installers need to have valid height safety and fall arrest certification * Proof of certification to be submitted with tender *			
5.1.9.	Installers need to have valid medical fitness certification , from an Occupational Health and Safety Institution, or an organisation that issues Occupational Health and Safety medical fitness certification. * Proof of certification to be submitted with tender *			
5.1.10.	Suppliers needs to have valid IECS and IECS licenses * Proof of licenses to be submitted with tender *			
5.1.11.	ICASA: Suppliers must have a valid ICASA Dealers certificate * Proof of certification to be submitted with tender *			
NEC IPASOLINK iX * Or Equivalent system equipment that adheres to the following features *				
5.1.12.	High environmental responsiveness <i>The same highest performances is demonstrated in various environments, such as cities, coutries, a mountain ranges,</i>			

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	<i>desert, islands, and a damp areas</i>			
5.1.13.	2048QAM High modulation scheme (like 2048QAM) can make room in the transmission capacity even the same conventional transmission distance.			
5.1.14.	Non-blocking carrier class switch High performance carrier class non-blocking switch			
5.1.15.	Flexible system compatibility flexible programmable scalable in order to apply MPLS-TP, IP/MPLS, SDN and OPEN FLOW network architecture.			
5.1.16.	Link compatibility Compatibility allows the effective usage of existing equipment.			
5.1.17.	Free RF band selection This flexible composition of radio allows system configuration changes or network configuration changes without a hassle.			
5.1.18.	Free Radio configuration (1+0/1+1 HS/1+1 SD/1+1FD/CCDP(XPIC)) Various system configurations should be possible using same MDU and ODU.			
5.1.19.	Frequency Band 6/7/8/10/11/13/15/18/23/26/28/32/38/42 GHz			
5.1.20.	Features Conforms to the technical features as outlines in 5.1.21			

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5.1.21. **NEC IPASOLink iX Feature List**

** Or Equivalent system equipment that adheres to the following features*

Features	
Radio Functions	
Radio frequency	6/7/8/10/11/13/15/18/23/26/28/32/38/42 GHz
Channel Separation	7/14/28/40/56 MHz
Modulation	QPSK/16/32/64/128/256/512/1024/2048QAM with Hittless AMR
Capacity	1Gbps without Compression (56MHz CCDP)
Configurations	1+0, 1+1 HS/SD, 1+1 FD,2+0, CCDP (XPIC)
Packet Functions	
Ethernet Interface	10BASE-T, 100BASE-TX, 1000BASE-T/SX/LX
VLAN	IEEE802.1ad Provider Bridge, IEEE802.1Q VLAN
QoS	Egress 8 Classes Queueing, Ingress 8 Classes Classify (CoS/Diffserv/MPLS EXP)
STP	MSTP, RSTP (IEEE802.1w)
ERPS	G.8032v2 ERPS
LAG	LAG/LACP (802.1AX), Radio Traffic Aggregation (Physical Layer; RTA)
Header Compression	L2/L3/L4 Header Compression, Pay Load Compression
Clock Synchronization	SyncE, IEEE1588 v2
Maintenance	PMON/RMON, ETH OAM (802.1ag CC/LB/LT, IEEE 802.3ah Link OAM, Y.1731 LM/DM)
Management Plane	Inband DCN, M-Plane Access Control List
Physical Interfaces	3 GbE Ports (1xElectrical / 2xSFP), LCT/NMS port
Power Supply	-48V DC Power Supply Port
Dimensions (mm)	Approx. (6-11GHz) 253 X 253 x 140 /7kg, (13-42GHz) 253 X 253 x 127/ 6kg]

5.2. **List of the RF equipment currently in operation:**

5.2.1. **Overstrand Radio Links and Equipment List**

Link Name	Serial/MAC	Make
Fernkloof to Gansbaai Mun Office	00:04:56:00:41:91	PTP400 Lite
Betties Baai to RFG		PTP 400
Gansbaai Electric- Gansbaai Vodacom Mast	P07090E500A002F7	Radwin SU
Gansbaai Mun office to Fernkloof	00:04:56:00:41:72	PTP400 Lite
Gansbaai Mun office to Gansbaai Vodacom	P07090E500A002EB	Radwin SU
Gansbaai Stores to Gansbaai Voda mast	P07090E500A002F6	Radwin SU
Gansbaai to Olifants Berg	224JQA0282	PTP650 (Cambium)
Gansbaai Vodacom Mast sector	P06950E000A00C06	Radwin 5000BST
Hawston Library to Kleinmond Traffic Sector	08UC15820145	Proxim MP11 SU
Hawston Multi pupose SU	09UC12800199	Proxim MP11 SU
Hermanus Eng Admin SU	07UC40820069	Proxim MP11 SU
Hermanus Housing SU	07UC40820007	Proxim MP11 SU

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Link Name	Serial/MAC	Make
Hermanus Mun Office to Olifantsberg	224JPW0834	PTP650 (Cambium)
Hermanus Rubbish dump SU	09uc11760098	Proxim MP11 SU
Hermanus Stores SU	08UC08820024	Proxim MP11 SU
Hermanus Town planning SU	09UC13760003	Proxim MP11 SU
Hermanus Traffic SU	07UC40820245	Proxim MP11 SU
Kleinmond Electrical	P07100I500A0074A	Radwin SU
Kleinmond Mun office	Po7100I500A00745	Radwin SU
Kleinmond Traffic Sector	P06950E000A00CC9	Proxim MP11 BSUR
Kleinmond Traffic SU	P0700I500A00748	Radwin SU
Kleinmond Vodacom Sector		Radwin 5000 BST
Kleinmond Vodacom to RFG Mast	224JQA 0277	PTP650 (Cambium)
Magnolia Street	IOU524550258	Proxim Tsunami MP8100 BSU
Mount Pleasant Library SU	09UC12760110	Proxim MP11 SU
MQ House to Nerina		PTP400 Lite
Myrtle(LED) to Olifantsberg		Proxim MP11 BSUR
Nerina to MQ House		PTP400 Lite
Olifants Mast to Gansbaai Vodacom	224JQA0272	PTP650 (Cambium)
Olifants to Hermanus Office PTP	224JPW0833	PTP650 (Cambium)
Olifantsberg Mast BU2 Sector 1	09UC13800044	Proxim MP11 BSUR
Olifantsberg Mast BU2 Sector 2	07UC52820274	Proxim MP11 BSUR
Olifantsberg sector to Onrus Waterworks(Caravan Park)		Proxim
Olifantsberg to Hermanus	224JPW0834	Motorola PTP600
Olifantsberg to MQ House		Proxim 8100 Link
Olifantsberg to Myrtle(LED)		Proxim MP11 SU
Olifantsberg to Onrus Municipal Office	11LT430005	Proxim QB 8100 Link
Olifantsberg to Vodacom Stanford	00:04:56:00:91:90	PTP400 Lite
Onrus Caravan Park to RFG		Proxim MP11 SU
Onrus Electricity SU	10UC15800015	Proxim MP11 SU
Onrus Municipal Office to Olifantsberg	11LT43000511	Proxim QB 8100 Link
Preekstoel SU	09UC12800069	Proxim MP11 SU
RFG Mast to Kleinmond Vodacom	224JQA0263	PTP650 (Cambium)
RFG to Betties Baai		PTP 400
RFG to Onrus Caravan Park		Proxim MP11 BSUR
Stanford Mast Sector BSU	07UT138560176	Proxim MP11 BSUR
Stanford Mun Office SU	06UT22600755	Proxim MP11 SU
Vodacom Mast Stanford to Olifantsberg PTP	00:04:56:0091:8a	PTP400 Lite

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Link Name	Serial/MAC	Make
Zwehile Library SU	09UC12800207	Proxim MP11 SU
Zwehile sewage SU	09UC12760164	Proxim MP11 SU
Zwehile sewage to Mount Pleasant PTP	09UC29760000	Proxim QB 11

5.2.2. Overstrand Radio Links and Equipment Details

5.2.2.1. **Motorola / Cambium Networks PTP 400:** High-Availability 5.8, 5.4 and 4.9 GHz Wireless Ethernet Bridges for Obstructed and High-Interference Environments as well as Long-Range Line-of-Sight Links, Including Those Over Water

A. RADIO TECHNOLOGY

- I. **RF band:** 5.725 GHz–5.850 GHz, 5.470 GHz–5.725 GHz, 4.945, 4.955, 4.965, 4.975, 4.985 GHz*
- II. Channel size 5.8 and 5.4 GHz: 12 MHz, 4.9 GHz: 10 MHz
- III. **Channel selection/ dynamic frequency control:** By Intelligent Dynamic Frequency Selection (i-DFS) or manual intervention; automatic detection on start-up and continual adaptation to avoid interference
- IV. **Transmit power control:** Adaptive, varying between 25 dBm and -10 dBm according to modulation selected and radio path**
- V. **System gain:** 5.8 and 5.4 GHz Integrated: Varies with modulation mode; up to 168 dB with 23.5 dBi integrated antenna, 4.9 GHz Integrated: Varies with modulation mode; up to 163 dB. Connectorized: Varies with modulation mode and antenna type
- VI. **Receiver sensitivity:** Adaptive, varying between -96.0 dBm and -72 dBm according to modulation selected
- VII. **Modulation:** Dynamic; 8 modes adapting between BPSK and 64 QAM
- VIII. **Error correction:** FEC, ARQ
- IX. **Duplex scheme:** TDD ratio 50:50, 66:33; same or split frequency Tx/Rx
- X. **Antenna: type/gain/B/W:** Integrated: Integrated flat plate 23 dBi / 7°. Connectorized: Approved to operate with flat plate up to 28 dBi or parabolic dish up to 37.7 dBi; connected via 2 x N-type female
- XI. **Range:** Up to 200 km
- XII. **Data rates:** 5.8 and 5.4 GHz: Up to 43 Mbps at the Ethernet; dynamically variable with modulation range from 3.0 Mbps to 43 Mbps (aggregate).
 - a. 5.8 and 5.4 GHz Lite: Up to 21 Mbps at the Ethernet; dynamically variable with modulation range from 1.5 Mbps to 21 Mbps (aggregate)
 - b. 4.9 GHz: Up to 35 Mbps at the Ethernet
 - c. 4.9 GHz Lite: Up to 17 Mbps at the Ethernet
- II. **Security and encryption:** Proprietary scrambling mechanism; optional AES 128 Bit Encryption Regulatory conditions for RF bands should be confirmed prior to system purchase
 - a. ** Gain and maximum transmit power may vary based on regulatory domain
 - b. *** In all cases the range limit is set by the latest software release

B. ETHERNET BRIDGING

- I. **Protocol:** IEEE 802.3
- II. **Packet prioritization:** IEEE 802.1p
- III. **Interface:** 10 BASE-T / 100 BASE-T (RJ-45)–auto MDI/MDIX switching
- IV. **Latency:** Throughput Mode: Less than 7 mSec (default), Latency Mode: Less than 6 mSec

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C. MANAGEMENT AND INSTALLATION

- I. **LED indicators:** Power status, Ethernet link status and activity
- II. **System management:** Web Server and SNMP
- III. **Installation:** Built-in audio assistance for link optimization
- IV. **Connection:** Distance between outdoor unit and primary network connection: up to 330' (100 meters)

D. PHYSICAL

- I. **Dimensions:** Integrated outdoor unit (ODU): Width 14.5" (370 mm), Height 14.5" (370 mm), Depth 3.75" (95 mm). Connectorized ODU: Width 12" (305 mm), Height 12" (305 mm), Depth 4.1" (105 mm)
 - a. Powered indoor unit (PIDU Plus): Width 9.75" (250 mm), Height 1.5" (40 mm), Depth 3" (80 mm)
- II. **Weight:** Integrated ODU: 12.1 lbs (5.5 kg) including bracket. Connectorized ODU: 9.1 lbs (4.3 kg) including bracket. PIDU Plus: 1.9 lbs (864 g)
- III. **Wind speed:** 150 mph (242 kph)
- IV. **Power supply:** Integrated with Indoor Unit
- V. **Power source:** 90–240 VAC, 50–60 Hz / 36-60V DC
- VI. **Power consumption:** 55 W max
- VII. **Operating temperature:** -40°F (-40°C) to +140°F (+60°C), including solar radiation

5.2.2.2. Motorola / Cambium Networks PTP 600 SERIES: Reliable, fast, secure, durable and spectrally efficient all are terms that describe Cambium Point-to-Point (PTP) 600 Series wireless connectivity and backhaul solutions. PTP 600 radios operate in the 5.4, 5.8 and 5.9 GHz license-exempt radio frequency (RF) bands and the 2.5, 4.5, 4.8 and 4.9 GHz defined-use licensed bands. With aggregate throughput to 300 Mbps, PTP 600 links can deliver up to 99.999% availability in virtually any environment, including non-line-of-sight, long-distance lineof-sight, high interference, water and desert

A. RADIO TECHNOLOGY

- I. **RF bands:**
 - a. Defined-Use Licensed Band:
 - b. 25600: 2.496 – 2.690 GHz (Education)
 - c. 45600: 4.400 – 4.600 GHz (Federal and NTIA)
 - d. 48600: 4.700 – 4.940 GHz (NTIA)
 - i. 4.710 – 4.940 GHz (Federal)
 - ii. 4.710 – 5.000 GHz (Federal Extended)
 - iii. 4.940 – 4.990 GHz (Public Safety as appropriate)
 - a. 49600: 4.940 – 4.990 GHz (Public Safety)
 - b. License-Exempt Bands:
 - c. 54600: 5.470 – 5.725 GHz
 - d. 58600: 5.725 – 5.850 GHz
 - e. 59600: 5.825 – 5.925 GHz
- II. **Channel sizes:** In all cases, channel sizes depend on region code.
 - a. 25600: Configurable to 5, 10, 15 or 30 MHz; 10, 15 and 30 MHz channel sizes are unlocked via purchase of a license key (30 MHz is not FCC compliant)
 - b. 45600: Configurable to 5, 10, 15, 20 or 30 MHz
 - c. 48600: Configurable to 5, 10 or 20 MHz

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- d. 49600: Configurable to 5, 10 or 20 MHz; 10 and 20 MHz channel sizes are unlocked via purchase of a license key
 - e. 54600, 58600: Configurable to 5, 10, 15 or 30 MHz
 - f. 59600: Configurable to 5, 10, 15 or 30 MHz; 10, 15 and 30 MHz channel sizes are unlocked via purchase of a license key
- III. **Channel selection:**
- a. 25600: Fixed Frequency (US BRS/EBS Band Plan)
 - i. Lower Band – 2496 MHz to 2568 MHz
 - ii. Middle Band – 2572 MHz to 2614 MHz
 - iii. Upper Band – 2618 MHz to 2690 MHz
 - b. All other 600 models: By Dynamic Spectrum Optimization or manual intervention; automatic selection on start-up and continual adaptation to avoid interference.
- II. **Transmit power:**
- a. Varies with modulation mode and settings:
 - b. 25600: Up to 23 dBm
 - c. 45600, 48600: Up to 27 dBm
 - d. 49600: Up to 24 dBm
 - e. 54600, 58600, 59600: Up to 25 dBm
- III. **System gain:**
- a. Integrated: Varies with modulation mode
 - i. 25600: Up to 154 dB with 18 dBi antenna
 - ii. 45600: Up to 168 dB with 21.5 dBi antenna
 - iii. 48600: Up to 169 dB with 22 dBi antenna
 - iv. 49600: Up to 166 dB with 22 dBi antenna
 - v. 54600, 58600, 59600: Up to 168 dB with 23 dBi antenna
 - b. Connectorized: Varies with modulation mode and antenna type
- IV. **Receiver sensitivity:**
- a. Varies with Adaptive Modulation and bandwidth between:
 - i. 25600: -95 and -59 dBm
 - ii. 45600, 48600: -98 and -60 dBm
 - iii. 49600: -98 and -59 dBm
 - iv. 54600, 58600, 59600: -98 and -58 dBm
- V. **Modulation / error correction:** Dynamic; adapting between BPSK and 256 QAM
- VI. **Error correction:** FEC
- VII. **Duplex scheme:** Time Division Duplex (TDD) and Half Duplex Frequency Division Duplex (HD-FDD); Dynamic or Fixed ratio. Each TDD-synchronized link requires a Cambium PTP-SYNC synchronization unit to provide an accurate timing reference signal.
- VIII. **Range:** Up to 200 km
- IX. **Security:** Optional FIPS-197 compliant 128/256-bit AES Encryption; optional FIPS 140-2 Level 2; FIPS 140-2 validation, certificate
- B. ETHERNET BRIDGING**
- I. **Protocol:** IEEE 802.3
 - II. **User data throughput**
 - a. 25600, 59600: Dynamically variable up to 300 Mbps at the Ethernet layer (aggregate):
 - i. 5 MHz Channel: Up to 40 Mbps
 - ii. 10 MHz Channel: Up to 84 Mbps
 - iii. 15 MHz Channel: Up to 126 Mbps
 - iv. 30 MHz Channel: Up to 300 Mbps

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- b. 45600: Dynamically variable up to 300 Mbps at the Ethernet layer (aggregate):
 - i. 5 MHz Channel: Up to 40 Mbps
 - ii. 10 MHz Channel: Up to 84 Mbps
 - iii. 15 MHz Channel: Up to 126 Mbps
 - iv. 20 MHz Channel: Up to 168 Mbps
 - v. 30 MHz Channel: Up to 300 Mbps
- c. 48600, 49600: Dynamically variable up to 200 Mbps at the Ethernet layer (aggregate):
 - i. 5 MHz Channel: Up to 48 Mbps
 - ii. 10 MHz Channel: Up to 100 Mbps
 - iii. 20 MHz Channel: Up to 200 Mbps
- d. 54600, 58600 Full: Dynamically variable up to 300 Mbps at the Ethernet layer (aggregate)
 - i. 5 MHz Channel: Up to 40 Mbps
 - ii. 10 MHz Channel: Up to 84 Mbps
 - iii. 15 MHz Channel: Up to 126 Mbps
 - iv. 30 MHz Channel: Up to 300 Mbps
- e. 54600, 58600 Lite: Dynamically variable up to 150 Mbps at the Ethernet layer (aggregate):
 - i. 10 MHz Channel – Up to 42 Mbps
 - ii. 15 MHz Channel – Up to 63 Mbps
 - iii. 30 MHz Channel – Up to 150 Mbps
- III. **QoS:** 8 Queues
- IV. **Packet classification:** IEEE 802.1p
- V. **Ethernet Interface:** 10 / 100 / 1000 Base T (RJ-45), auto MDI/MDIX, optional 1000 Base SX
- VI. **T1/E1 Interface:** ITU-T G.823 / G.824. Supports up to two T1/E1 ports
- VII. **Protection and power cross:** GR1089, EN60950
- VIII. **T1/E1 Latency (one way):** As low as 1.7 ms depending on model, range, bandwidth, modulation mode and number of T1/E1 ports;

C. PHYSICAL

- I. **Dimensions:** Integrated Outdoor Unit (ODU): Width 14.5” (370 mm), Height 14.5” (370 mm), Depth 3.75” (95 mm). Connectorized ODU: Width 12.2” (309 mm), Height 12.2” (309 mm), Depth 4.1” (105 mm). Powered Indoor Unit (PIDU Plus): Width 9.75” (250 mm), Height 1.5” (40 mm), Depth 3” (80 mm).
- II. **Weight:** Integrated ODU: 12.1 lbs (5.5 kg) including bracket. Connectorized ODU: 9.1 lbs (4.3 kg) including bracket. PIDU Plus: 1.9 lbs (0.86 kg)
- III. **Operating temperature:** -40° to +140°F (-40° to +60°C), including solar radiation
- IV. **Wind speed survival:** 202 mph (325 kph)
- V. **Power supply:** Integrated with Indoor Unit
- VI. **Power source:** 90–240 VAC, 50–60 Hz / 36-60V DC; redundant powering configurations supported
- VII. **Power consumption:** 55 W max

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5.2.2.3. Motorola / Cambium Networks PTP 650 SERIES: Reliable, high-capacity point-to-point wireless broadband designed for your multi-service network.

A. RADIO TECHNOLOGY

- I. **RF bands:** Wide-band operation 4.9 to 6.05 GHz (Most common bands are listed here.)
 - a. – 4.990 GHz (Public Safety)
 - a. 5.15 – 5.25 GHz
 - b. 5.25 – 5.35 GHz
 - c. 5.470 – 5.725 GHz 2 5.725 – 5.850 GHz
 - d. 5.825 – 6.050 GHz
- II. **Channel sizes:** 3 5, 10, 15, 20, 30, 40, and 45 MHz channels Channel sizes depend on individual country regulations
- III. **Spectral efficiency:** 10 bps/Hz maximum
- IV. **Channel selection:** By Dynamic Spectrum Optimization or manual intervention; automatic selection on start-up and continual self-optimization to avoid interference
- V. **Maximum transmit power:** 4 Up to 27 dBm at BPSK; up to 23 dBm at 256 QAM
- VI. **System gain:** Integrated: Up to 164 dB with 20 MHz channel and integrated 23 dBi antenna; varies with modulation mode, channel size and spectrum Connectorized: Varies with modulation mode and antenna type
- VII. **Receiver sensitivity:** -98 dBm with 5 MHz channel
- VIII. **Modulation / error correction:** Fast Preemptive Adaptive Modulation featuring 13 modulation / FEC coding levels ranging from BPSK to 256 QAM dual payload MIMO
- IX. **Duplex scheme:** Synchronized Time Division Duplex (TDD) and Half Duplex Frequency Division Duplex (HD-FDD); dynamic or fixed transmit/receive ratio; each TDD-synchronized link requires a Cambium TDD-SYNC synchronization unit5 to provide an accurate timing reference signal
- X. **Antenna:** Integrated: Flat panel – 23 dBi.
Connectorized: Can operate with a selection of separately-purchased single- and dual-polarity antennas through 2 x N-type female connectors (local regulations should be checked prior to purchase)
- XI. **Range:** Up to 200 km
- XII. **Security:** FIPS-197 compliant 128/256-bit AES Encryption (optional), HTTPS and SNMPv3, Identity-based user accounts, Configurable password rules, User authentication and RADIUS support, Event logging and management; optional logging via syslog, Disaster recovery and vulnerability management

B. ETHERNET BRIDGING

- I. **Protocol IEEE 802.3:** User data throughput Dynamically variable up to 450 Mbps Maximum conditions – 2x2, 45 MHz channel1, 256 QAM, Flexible capacity licensing model: Lite Capacity: Up to 125 Mbps, Mid Capacity: Up to 250 Mbps, Full Capacity: Up to 450 Mbps
- II. **Latency:**1 – 3 ms one-direction latency
- III. **QoS:** 8 Queues
- IV. **Packet classification:** Layer 2 and Layer 3 IEEE 802.1p, MPLS, Ethernet priority
- V. **Packet performance:** Line rate (>850K packets per second)
- VI. **Timing transport:** Synchronous Ethernet; IEEE 1588v25
- VII. **Frame support:** Jumbo frame up to 9600 bytes

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- VIII. **Flexible I/O:** 2 x Gigabit Ethernet copper ports: Gigabit Port 1: Data + PoE power input, Gigabit Port 2: 802.3at PoE output port. SFP port (single-mode fiber, multi-mode fiber, and copper Gigabit Ethernet options available)
- IX. **T1/E1 TDM support** 8 x T1/E1 TDM module (optional indoor unit) 5G.823-compliant timing DC power input (compatible with AC+DC Power Injector output) T1/E1 latency (one way) 1 to 3 ms typical depending on range, bandwidth, modulation mode and number of T1/E1 ports.

5.2.2.4. **RADWIN 5000 WIRELESS POINT-TO-MULTIPOINT:** The RADWIN 5000 high-capacity Point-to-Multipoint (HPMP) solution delivers up to 250 Mbps per sector. Guaranteed bandwidth per subscriber

A. RADIO

- I. **Number of HSUs per HBS:** Up to 32 HSUs or HMUs simultaneously
- II. **Range:** Up to 40 Km / 25 miles
- III. **Frequency Bands:** Multiband radio supporting 5.7-6.4 GHz or 4.9-6 GHz or 3.3-3.8 GHz or 2.5-2.7 GHz or 2.3-2.4 GHz
- IV. **Channel Bandwidth:** Configurable: 5, 10, 20 , 40 MHz
- V. **Modulation:** 2x2 MIMO-OFDM (BPSK/QPSK/16QAM/64QAM)
- VI. **Supports Adaptive Modulation & Coding**
- VII. **Sector Bandwidth Allocation** Configurable: Symmetric or Asymmetric
- VIII. **Supports DFS (FCC & ETSI)**
- IX. **End to End Latency** Typical: 4msec to 12msec
- X. **Diversity** Supported at HBS & HSU
- XI. **Spectrum Viewer** Supported at HBS & HSU
- XII. **Max Tx Power** 25 dBm at HBS & HSU
- XIII. **Duplex Technology** TDD
- XIV. **TDD Synchronization** Inter & Intra site synchronization (co-existence with RADWIN PtP)
- XV. **Encryption, US Security** AES 128/256, FIPS-197

B. INTERFACES

Ethernet Interface HBS: 10/100/1000BaseT, HSU / HMU: 10/100BaseT

C. NETWORKING

- I. **Sub convergence layer:** Layer 2
- II. **QoS:** Packet classification to 4 queues according to 802.1p and Diffserv, Strict Priority, TTL
- III. **VLAN:** 802.1Q, QinQ , 4094 VLANs

D. MANAGEMENT

- I. **HBS & HSU/HMU Management Application:** RADWIN Manager or Web based management
- II. **Protocol:** SNMPv1, SNMPv3, Telnet, HTTP , IPv4 & IPv6
- III. **NMS Application:** RADWIN NMS (RNMS)

E. POWER

- I. **Power Feeding:** Power provided over PoE interface
- II. **Power Consumption:** HBS < 25 W HSU < 12 W

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F. ENVIRONMENTAL

- I. **Operating Temperatures:** -35°C to 60°C / -31°F to 140°F For -55°C / -67°F advise local RADWIN REP
- II. **Humidity:** 100% condensing, IP67

5.3. Service Provider Proposed Service Level Agreement And Main Agreement

- 5.3.1. Prospective service providers must tender for the maintenance and support of all items as specified in this tender document, as well as make provision for new items as outlines in the pricing schedule, or mutually agreed upon replacement equipment should the current equipment be end-of-line.
- 5.3.2. A proposed Service Level Agreement to provide the required support and maintenance services to the RF network should be submitted as part of the response to the tender invitation.
- 5.3.3. Tenders must indicate how the maintenance and support services will be provided (i.e. Ad-hoc or on-site)

5.4. Quality assurance and acceptance testing

All installations, repairs and maintenance must have quality assurance and will be checked, verified to see that it is operationally sound and that it conforms to the performance and standards prior to sign off. The new equipment and/or link will be tested to ensure that it is working and meets the required levels of performance before signoff.

5.5. Performance measures and targets

- 5.5.1. As part of the Services and for the duration of this Agreement, the Nominated Service Representatives shall maintain a monthly Service and Performance Review meeting to
 - 5.5.1.1. monitor and assess, on an ongoing basis, the overall quality of Services and performance of Service Provider,
 - 5.5.1.2. as well as the progress and status of new service requests and projects;
- 5.5.2. The meeting will be held at the Overstrand Municipalities Administration Offices in Hermanus.
- 5.5.3. The cost of these meetings must be included in the SLA.

5.6. Technical Design

The network design, configuration and geographic dispersal will be available at the compulsory technical site meeting to be held on the 1 MArch 2016 in Hermanus.

5.7. Environmental constraints and limitations:

- 5.7.1. **The physical environment**
 - 5.7.1.1. The RF network spans nearly the entire Overstrand region, and will include the offices as outlined in clause 4.6.
 - 5.7.1.2. The high sites sits are on various mountainous areas and might require a vehicle that can transverse these areas. Also due to the mountains, certain configurations have been deployed to take the terrain into account in the setup and deployment of the RF Network, its sectors and remote sites.

5.8. The need for interchangeability or compatibility with existing equipment and systems

- 5.8.1. The current system has been live / implemented for a number of years and its configuration and compatibility set, therefore any new systems will have to interoperate or be fully compatible within the current equipment, namely; Proxim, Motorola/Cambium and Radwin.

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CAPACITY		DATE	
NAME OF FIRM			



- 5.8.2. Any new or upgraded equipment must either be the same brand, type and model or similar radio equipment that can interoperate with the current equipment and must have the same operating environment so as to seamlessly integrate with our current configuration.
- 5.8.3. If the current equipment being utilised is either end of life, is not fit for purpose or has found to be defective or problematic, then the replacement must be interchangeable with our current equipment and configuration / setup.

5.9. Personnel safety aspects

- 5.9.1. All the equipment at our high sites are located atop towers, and the bidder needs to ensure they have the necessary height safety and fall arrest certification to be able to scale the tower and effect any repairs or installations. Nearly all remote sites equipment are atop buildings and will need the same precautionary measures.
- 5.9.2. Additionally the bidders’ support staff must have the necessary medical fitness certification

5.10. Access to locations or staff

The Overstrand Municipality will provide access to high sites that under its control and will assist the bidder to access high sites where it collocates (e.g. Vodacom, MTN, RFG). Access to all administrations, regional offices and building will be facilitated via the Overstrand Municipalities support staff or the Overstrand Municipalities Control Room.

5.11. Availability of power

- 5.11.1. Each site has existing ESKOM power support for use, and
- 5.11.2. Additionally has backup Uninterruptable Power Supplies (UPS) supplying power in the case of power outages. These UPS are maintained by the municipality and do not form part of the tender.

5.12. Security and Confidentiality Requirements

- 5.12.1. To ensure security of the municipalities information and equipment, the bidder is must keep all configurations, setup and site / equipment locations confidential,
- 5.12.2. All personal and organisational information shared in the course of the contract must be kept confidential.
- 5.12.3. All information that is gathered and kept on behalf of the municipality and about the municipal network must be freely available to the municipality, at any time and at no cost to the municipality.

5.13. Whole-of-life costs

- 5.13.1. The servicing and maintenance requirements must be captured in the SLA and
- 5.13.2. Possible future modifications and upgrades will need to be scoped and dealt with on a case by case basis or via a project.
- 5.13.3. Future upgrades, when they may occur, will need to be scoped and where they have an impact on the reliability, availability and maintainability of the equipment will need to be captured in the SLA.
 - 5.13.3.1. All costs must be market related and
 - 5.13.3.2. the municipality reserves the right to procure the equipment through other authorised channels.
- 5.13.4. Where the upgrades provides additional or enhanced capability, this too must be included to the SLA, including the testing and acceptance of the mutually agreed metrics.

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5.13.5. The cost of the Maintenance and Support, underpinned by the SLA, must be inclusive of an All-Risks warranty.

5.13.5.1. This warranty

5.13.5.1.1. is a premium that the municipality pays which forms part of the total maintenance cost, and

5.13.5.1.2. must cover current and future RF equipment, including radios, antennae and dishes, that the municipality has in service,

5.13.5.1.3. must provide the surety that equipment that is either faulty or has become defective (i.e. no longer works) will be replaced at no charge to the municipality.

5.13.6. The damage does not cover force majeure (*natural and unavoidable catastrophe that interrupts the expected operation, equipment or service, i.e. not insured against acts of God like lightning or earthquakes*), theft or wilful destruction of equipment by a municipal employee.

5.13.7. The bidder must also have current replacement stock on-hand should the service be interrupted and equipment needs to be exchanged / swapped out to enable a reasonable turnaround time for the resumption of service.

5.14. Transition arrangements

5.14.1. Commencement of the contract

5.14.1.1. At the commencement of the contract, the bidder will endeavour to get up to speed as soon as possible, with the equipment, its configurations, all diagrams, sites and locations.

5.14.1.2. Required reports that will be needed in order to manage the environment and provide KPI evaluations thereof, needs to be developed or collated within the first quarter for the Service Review Meetings and monthly performance evaluations.

5.14.1.3. The provider will be allowed to liaise directly with. or via the Overstrand technical team, with the previous service provider in order to get the current configuration information, setup and diagrams.

5.14.2. Commissioning of new equipment

5.14.2.1. New equipment will need to be tested and approved, and any change in the RF environment will need to be signed off by the Overstrand’s technical staff before being accepted.

5.14.2.2. The change management will be captured in the Service Operating Procedures (SOP) documents to be drawn up with the successful bidder.

5.14.2.3. All changes to the environment will be captured in the relevant network and configuration diagrams.

5.15. Decommissioning and disposal of equipment

5.15.1. If equipment need to be decommissioned, it must be authorised and must not disrupt normal municipal operations and service delivery.

5.15.2. A mutually agreed disposal of equipment SOP will be setup, with the municipal technical staff signing the equipment off for disposal, and being brought to the municipality to be taken off the asset register.

5.16. Termination of the contract

5.16.1. At or nearing the termination of the contract, the bidder will provide, as soon as possible, the municipality with configurations, all diagrams, and any other information pertaining to its equipment and setup thereof.

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5.16.2. The bidder will also, if required, assist with the handover of the sites, configuration and its setup to the new service provider at no additional costs to the municipality. This should be the handover of readily maintained information, reports and data.

6. Pre-Qualification criteria

- 6.1. The bidder will be evaluated on the documents submitted in 5.2. If no documents are submitted, the tender will not be evaluated.
- 6.2. Points allocated are indicated in the table below. The bidder must score at least 20 out of 38 points for the tender to be evaluated further.
- 6.3. Proof of relevant qualifications and accreditations must be submitted for each criterion as requested, if such proof is not submitted, the tender will not be evaluated.

7. Implementation Timetable

- 7.1. The maintenance and support contract will commence at the signing of the contract and will be valid for a period 31/6/2018
- 7.2. The municipality aims to start the contract at the start of April 2016.
- 7.3. The municipality aims to upgrade the network as stated in Clause 2 Background, before the end of the financial year end June 2016. This is of high priority.
 - 7.3.1. This implies that there needs to be scoping of the existing sites and equipment, proposals for the new equipment and technologies, and possibly frequency changes or optimisations, to be done in April 2016, purchased, implemented and invoiced by end June 2016.
- 7.4. Manufacturer/Vendor lead times must be taken into consideration when it has relevance in repairs, quotations and delivery dates.

8. Information to be provided by the Tenderer

This section should provide a checklist of the information to be provided by the Tenderer, for example:

- 8.1. Completed Tender Form, including
 - 8.1.1. Pricing Schedule, and
 - 8.1.2. SLA
- 8.2. References
- 8.3. Referee contact details
- 8.4. Qualification/ Accreditation Certificates
 - 8.4.1. Company details and contact details of sub-contractor/s (If applicable)
 - 8.4.2. Project Management Qualifications for nominated support staff
 - 8.4.3. Support Staff NQF Qualifications
 - 8.4.4. Cambium certified and valid Cambium System Integrators
 - 8.4.5. Valid height safety and fall arrest certification
 - 8.4.6. Valid medical fitness certification
 - 8.4.7. Valid IECS and IECNS licenses
 - 8.4.8. Valid ICASA Dealers certificate

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
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17. PRE-QUALIFICATION SCORE SHEET
1. Pre-Qualification criteria

- a. The bidder will be evaluated on the documents submitted in 5.2. If no documents are submitted, the tender will not be evaluated.
- b. Points allocated are indicated in the table below. The bidder must score at **least 20 out of 38** points for the tender to be evaluated further.
- c. Proof of relevant qualifications and accreditations must be submitted for each criterion as requested, if such proof is not submitted, the tender will not be evaluated.

	CRITERIA		MAXIMUM POINTS ATTAINABLE	POINTS CLAIMED	POINTS AWARDED
1	Similar experience in Radio Networks (in years)				
1.1	Local Government experience * One point for every year up to a maximum of 10 *	10	10		
1.2	Similar experience in other institutions * One point for every year up to a maximum of 8 *	8	8		
2	Subcontracting for certain services: * Company details and contact details of sub-contractor/s must be submitted with tender *				
2.1	No services will be sub-contracted	5	5		
2.2	Certain services will be sub-contracted	2			
2.3	All services will be sub-contracted	0			
3	Relevant Qualifications in IT or Communications for Senior Technician / Management: e.g. BSc in computer Science, Baccalaureus Technologiae: Engineering * Proof of qualifications to be submitted with tender *				
3.1	NQF7 Qualifications or higher	5	5		
3.2	NQF6 Qualifications	3			
3.3	Qualifications lower than NQF6	1			
4	Relevant Qualifications in IT or Communications for Middle Technician / Middle Management: e.g. Electrical, Diploma or Certificate: Telecommunication Systems * Proof of qualifications to be submitted with tender *				
4.1	NQF6 Qualifications or higher	5	5		
4.2	NQF5 Qualifications	3			
4.3	Qualifications lower than NQF5	1			
5	Relevant Qualifications in IT or Communications for All Other technical staff: * Proof of qualifications to be submitted with tender *				
5.1	NQF5 Qualifications or higher	5	5		
5.2	NQF4 Qualifications	2			
5.3	No Qualifications	0			

SIGNATURE (Bidder)		FOR OFFICE USE ONLY:	
CAPACITY		Evaluated by	
NAME OF FIRM		Signature:	
NAME (PRINT)		Designation:	
DATE		Date:	



18. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – ENTITY

The following is a statement of similar work successfully executed by myself / ourselves:

CURRENT CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
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Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if mores space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)				
SIGNATURE		NAME (PRINT)		
CAPACITY		DATE		
NAME OF FIRM				



19. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – PROJECT MANAGER

The following is a statement of similar work successfully executed by myself / ourselves:

COMPLETED CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
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SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



20. PRICING SCHEDULE

NOTE:

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

I / We _____

(full name of Bidder) the undersigned in my capacity as _____

of the firm _____

hereby offer to Overstrand Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Overstrand Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

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

PRICING SCHEDULE:

Item #	Description	All Inclusive rate per month (Excluding VAT)	All Inclusive rate per month (Including VAT)
A	<p>Maintenance & Service, underpinned by SLA and</p> <ul style="list-style-type: none"> • must include 24x7x365 Support, • must include All-Risk Warranty, • must include all travel, monthly service review meetings and reports, • must make provision for agreed response times, priorities, Key Performance Indicators and penalties. 		

Item #	Description	Manufacturer delivery lead times	Manufacturer	Unit Price (Excl. VAT)	Unit Price (Incl. VAT)
B	Additional (as and when needed) Radio Equipment				
2	PTP 5X400 Lite Integrated		Cambium		
3	PTP 5X400 Lite connectorized		Cambium		
4	PTP 5X400 Full Integrated		Cambium		
5	PTP 5X400 Full connectorized		Cambium		
6	PTP 5X300 Lite Integrated		Cambium		
7	PTP 5X300 Lite connectorized		Cambium		
8	PTP 5X300 Full Integrated		Cambium		
9	PTP 5X300 Full connectorized		Cambium		
10	PTP 5X500 Lite Integrated		Cambium		
11	PTP 5X500 Lite connectorized		Cambium		
12	PTP 5X500 Full Integrated		Cambium		
13	PTP 5X500 Full connectorized		Cambium		
14	PTP 5X600 Lite Integrated		Cambium		
15	PTP 5X600 Lite connectorized		Cambium		
16	PTP 5X600 Full Integrated		Cambium		
17	PTP 5X600 Full connectorized		Cambium		
18	PTP5X650 Integrated		Cambium		
19	PTP5X650 connectorized		Cambium		
20	Tsunami MP.11 5054-R, Base Station Unit Ruggedized 5Ghz, World		Proxim		
21	Tsunami MP.11a, Subscriber Unit Ruggedized 5GHZ, World		Proxim		
22	Tsunami MP.11a, Subscriber Unit Antenna 5Ghz, World		Proxim		
23	Tsunami QuickBridge 11 5054-R, 5GHz, World		Proxim		
24	RADWIN HSU550 SUR MIMO 2X2, 5.8GHZ, 50MB INT, 23DBI - FCC/IC		Radwin		
25	RADWIN HSU550 SUR MIMO 2X2, 5.8GHZ, 50MB CONN - FCC/IC		Radwin		
26	RADWIN HBS5200 BST MIMO 2X2, 5.8GHZ, 250MB CONN - FCC/IC		Radwin		



Item #	Description	Manufacturer delivery lead times	Manufacturer	Unit Price (Excl. VAT)	Unit Price (Incl. VAT)
27	RADWIN SERIES POE 220V AC INDOOR - SA VERSION		Radwin		
28	RADWIN ANTENNA 2FT D/POLE SECTOR FLAT, 5.7 - 6.4GHZ, 12DBI		Radwin		
29	RADWIN ANTENNA 2FT D/POLE DISH, 4.9 - 6.06GHZ, 28DBI		Radwin		
30	RW5000/HBS/5200/F58/FCC/EXT		Radwin		
31	RW5000/HSU/5550/F58/FCC/SFF/INT/23		Radwin		
32	POE/AC/1000M/IL		Radwin		
33	RW-ANT/4959/FLAT/DP/14/90		Radwin		
34	RW-ANT/4960/FLAT/DP/15/60		Radwin		

Item #	Description	Manufacturer delivery lead times	Manufacturer	Unit Price (Excl. VAT)	Unit Price (Incl. VAT)
C	New Radio Equipment to be purchased				
35	NEC Pasolink - All Outdoor iX Range <i>* Or Similar as per 5.1.21 *</i>		NEC <i>*Or Similar*</i>		
	If Similar product as per 5.1.21 is offered, please provide name of manufacturer and specification details				



21. FORM OF OFFER AND ACCEPTANCE

NOTE:

1. This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). Both forms must be signed in the original so that the successful bidder and the purchaser will be in possession of originally signed contracts for their respective records.
2. **NO correction fluid/tape may be used.**
 - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

1. OFFER

2. I hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to **the Overstrand Municipality** in accordance with the requirements and specifications stipulated in tender number **SC1675/2016: UPGRADE, MAINTENANCE AND SUPPORT OF OVERSTRAND MUNICIPALITY’S RADIO FREQUENCY NETWORK FOR A CONTRACT PERIOD ENDING 30 JUNE 2018**, at the price(s) as per pricing schedule.

3. My offer(s) remain(s) binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

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

3.1.1. Bidding documents, viz

- 3.1.1.1. Invitation to bid
- 3.1.1.2. Tax clearance certificate
- 3.1.1.3. Pricing schedule(s)
- 3.1.1.4. Technical Specification(s)
- 3.1.1.5. Preference claims in terms of the Preferential Procurement Regulations 2011
- 3.1.1.6. Declaration of interest
- 3.1.1.7. Special Conditions of Contract; and
- 3.1.1.8. General Conditions of Contract.

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

Signature(s)			
Name(s)			
Capacity			
Name of tenderer:			
Name of witness:	<i>(Insert name and address of organisation)</i>	Date	
Signature of witness:			



1. ACCEPTANCE

- 1.1. By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.
- 1.2. Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable 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 Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.
- 1.3. 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.

Signature(s):		
Name(s):		
Capacity:		
For the Employer:	Overstrand Municipality, Magnolia Avenue, Hermanus	
Name of witness:		Date:
Signature of witness:		

22. DECLARATION BY TENDERER

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

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

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

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

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	



PART C – DATABASE REGISTRATION

A	If you are a bidder, DULY REGISTERED as a Preferred Supplier on the Supply Chain Management Database of the Overstrand Municipality, COMPLETE THIS SECTION		
SCM DATABASE REGISTRATION NUMBER		SC	
NAME OF FIRM			
SIGNATURE		CAPACITY	
NAME (PRINT)			

B	If you are a bidder, NOT DULY REGISTERED as a Preferred Supplier on the Supply Chain Management Database of the Overstrand Municipality, it is compulsory to complete and attach the following forms:
1	Database Registration Form
2	Questionnaire For Preferential Procurement Policy
3	Declaration By Supplier
4	National Small Business Act No. 102 Of 1996 Classification
5	Documents Required
6	Nature Of Operations, Products Or Services
7	Credit Order Instruction



FOR OFFICE USE ONLY

FORMS REMOVED & HANDED TO DATABASE OFFICIAL					
1	Database Registration Form	Yes		No	
2	Questionnaire For Preferential Procurement Policy	Yes		No	
2.1	BBBEE Certificate / Letter from Auditor				
3	Declaration By Supplier	Yes		No	
4	National Small Business Act No. 102 Of 1996 Classification	Yes		No	
5	Nature Of Operations, Products Or Services	Yes		No	
6	Credit Order Instruction	Yes		No	
7	Documents Required:				
7.1	Copy of Company Registration Documentation	Yes		No	
7.2	Tax Clearance Certificate	Yes		No	
7.3	PAYE	Yes		No	
7.4	UIF Certificate / proof	Yes		No	
7.5	WCA Certificate / Letter of Good Standing	Yes		No	
7.6	Copies of ID documents of Directors / Members / Shareholders / Partners.	Yes		No	
8.	LIST ANY OTHER FORMS REMOVED AND SUBMITTED TO DATABASE OFFICIAL:				
<i>I confirm that I have removed the forms as indicated above from the tender document and forwarded it to the Supplier Database Official</i>					
	Removed	Checked			
Print Name					
Signature					
Date					





DATABASE REGISTRATION FORM

VAT/BTW REG. NO: 4140106396

www.overstrand.gov.za

OM-C1

HERMANUS Magnoliastraat 1 Magnolia Street ☎ 20 7200 Tel. 028 313 8152 Faks/Fax. 028 313 8182			HANGKLIP-KLEINMOND 5de Laan 39 5th Avenue Privaatsak X3 Private Bag 7195 Tel. 028 271 8100 Faks/Fax. 028 271 4100						STANFORD Queen Victoriastraat 15 Queen Victoria Street ☎ 84 7210 Tel. 028 341 0640 Faks/Fax. 028 341 0445			GANSBAAI Hoofstraat Main Road ☎ 26 7220 Tel. 028 384 0111 Faks/Fax. 028 384 0241		
KREDITEUR:			Wet op die Raamwerk vir Voorkeurverkrigingsbeleid, 2000 (Wet No. 5 van 2000) (Goewermentskennigeging No.97 van 03 Februarie 2000 – Staatskoerant Nr. 20854); Voorkeurverkrigingsregulasies (No. R.502 van 8 Junie 2011) uitgevaardig ingevolge bogemelde Wet (Staatskoerant Nr. 34350); Wet Op Plaaslike Regering: Munisipale Finansiële Bestuur No. 56 Van 2003; Munisipale Voorsieningskanaanbestuurregulasies (Nr. 868 van 30 Mei 2005 – Staatskoerant Nr. 27636)											
REGISTRASIE OP DATABASIS INGEVOLGE:														
CREDITORS:			Preferential Procurement Policy Framework Act No. 5 Of 2000 (Government Notice No.97 van 03 February 2000 – Government Gazette No. 20854); Preferential Procurement Regulations (No. R.502 of 8 June 2011) promulgated in terms of abovementioned Act (Government Gazette No. 34350); Local Government: Municipal Finance Management Act No. 56 of 2003; Municipal Supply Chain Management Regulations (No. 868 of 30 May 2005 – Government Gazette No. 27636)											
REGISTRASIE OP DATABASIS IN TERME VAN:														
ABANTU ENINAMATYALA KUBO:			Ubume benkqubo ekhethekileyo yokufumana Umthetho ongumobolo 5 ka-2000 (Isaziso sikaRhulumente esingumobolo 97 we-3 kaFebruwari 2000-iphapha-ndaba lombuso likaRhulumente unombolo 20854); Imithetho yenkqubo ekhethekileyo yokufumana (Nombolo R502 ka-Juni 2011) umthetho owaziswe ngokubhekiselele ngumthetho ongasentla (Iphapha-ndaba lombuso likaRhulumente elingumobolo 34350; Umasipala wengingqi: Umthetho wokulawula ezemali kamasipala ongumobolo 56 ka-2003; Ummiselo weNgqubo yoLawulo lweTyathanga loKubonelela kaMasipala (Inombolo 868 ye 30 Meyi 2005- Isaziso sika Rhulumente -Nombolo 27636)											
UBHALISO KWINDAWO EKUGCINWA KUYO IINDAWO EZAZIWA NGENTO NGOKUPHATHELELE..														
Handelsnaam van onderneming														
Trade name of enterprise														
Igama lokushishina loshishino														
Posadres / Postal address														
Idilesi yeposi														
Plaasnaam/Besigheid straat adres														
/ Name of Farm/Business street														
address / Igama lefama/idilesi														
yesitrato soshishino														
Aard van bedrywigheid wat beoefen word / Nature of activities conducted / Uhlolo lwemisebenzi eyenziwayo necandelo														
Tipe onderneming (Merk met X) / Type of enterprise (Mark with X) / Uhlolo loshishino (Phawula ngo-X)			1 Eenmansaak / Sole Proprietor/ Ushishino lomntu omnye	2	Vennootskap/ Partnership/ Uthehelwano	3	Openbare Sektor / Public Sector / Icandelo lomntu wonke	4	Maatskappy/Beslote Korporasie / Company /Close Corporation / Inkampani/mbumba evalokileyo	5	Ander: Klub, Trust, ens. / Other: Club, Trust, etc. / Ezinye: umbutho, irasti, njl-njl.			
Total number of years the Enterprise has been in business														
CIDB nommer / CIDB number / inombolo ye-CIDB (Construction Industry Development Board)														
BTW nommer / VAT number/ inombolo ye-VAT														
Inkomstebelastingverwysingsnommer van persoon/onderneming in 1. / Income Tax reference number of person/enterprise in 1. / Inombolo yesalathiso serhafu yengeniso yomntu/yoshishino olubalulwa ku-1.														
Indien u nie vir enige van bogenoemde geregistreer is nie, meld redes: / If you are not registered for any of the above, furnish reasons: / Xa ungazibhaleli nayiphi na into engaphezulu, nika izzathu:														
Besonderhede van verantwoordelike persoon of eienaar / Particulars of responsible person or owner / Iinkcukacha zomntu othatha uxanduva okanye zomnini														
Van / Surname / Ifani														
Voornaam / First name / Amagama														
Hoedanigheid / Designation / Ubume emsebenzini														
Besonderhede van skakelbeampte / Particulars of liaison officer / Iinkcukacha zomntu womanyano (Umntu onika iimbuyiselo)														
Voorletters en van / Initials and surname / Oonobumba bokuqala bamagama nefani														
Hoedanigheid/Designation/Ubume omsebenzi														
Selfoon / Cell phone / Iselfoni														
Telefoon nr./Telephone no. /inombolo yefoni														
Faksnr. / Fax no. / Inombolo yeFeksi														
e-pos adres / e-mail address / I-imeyile														
Meld taalvoorkeur / Indicate language preference			Afrikaans			English								
Ek verklaar dat die inligting wat hierin verstrek is, waar en juis is. / I declare that the information herein furnished, is true and correct. / Ndikela ukuba ulwezi olunikiweyo apha luyinyaniso kwaye lulungile.														
Handtekening van persoon verantwoordelik vir hierdie verklaring / Signature of person responsible for this declaration / Usayino lomntu othathela uxanduva le ngxelo.														
Naam / Name / Igama			Hoedanigheid / Designation / Ubume emsebenzini						Datum / Date / Umhla					
PLEASE ATTACH A LIST OF SERVICES / COMMODITIES THAT YOU CAN SUPPLY														

PREFERENTIAL PROCUREMENT REGULATIONS 2011

(a) POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

i. In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- ii. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- iii. Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- iv. A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- v. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- vi. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- vii. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- viii. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

(b) BID DECLARATION

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

i. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1	
1.	B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate
2.	Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

3	Persentasie aandeelhouing van persone geklassifiseer as jeug . (18 – 35 Jaar oud) / Percentage of shareholding of persons in the business classified as youth . (18 – 35 Years old) / Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba lulutsha (18 – 35 Yeminyaka)	%
4	Is u besigheid geleë binne die jurisdiksie van die munisipaliteit ?	In/Ngaphakathi
	Is your business established within the area of jurisdiction of the Municipality? / Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili?	Uit/Out/Ngaphandle

Hiermee sertifiseer ek/ons die ondergetekende en die getuienisse dat bogenoemde inligting korrek is. / I/We hereby certify that the abovementioned information is correct signed by myself/ourselves and the witnesses. / Mna/Thina siqinisekisa ukuba ezi nkukacha zingasentla zilungile kwaye zisayinwe ndim/sithi kunye namangqina

Handtekening / Signature / Osayinileyo	Getuie / As Witness / Njengengqina



DECLARATION BY SUPPLIER

1. This document serves as a declaration to be used by the municipality 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. No Registration will be accepted from persons in the service of the state*.

2.(a) Any prospective supplier, having a kinship with persons in the service of the state, including a blood relationship, may in terms of current legislation register on the Municipality's Database. In view of possible allegations of favouritism, should a resulting bid, or part thereof, be awarded to suppliers connected with or related to persons in the service of the state, it is required that the supplier or his/her authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

2.(b) The request for registration on the Municipality's database may be rejected if the supplier, or any of its directors/members/partners have:

- (i) abused the municipality's supply chain management system or committed any improper conduct in relation to such system;
- (ii) been convicted for fraud or corruption during the past five years;
- (iii) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years;
- (iv) being a person whose tax matters are not cleared by the South African Revenue Services; or
- (v) 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).

3.	In order to give effect to the above, the following questionnaire must be completed and signed before a Commissioner of Oaths.			
3.1	Print full Name:			
3.2	Company/CC Registration or ID Number:			
3.3	Are you presently <i>in the service of the state</i> ? *	YES	NO	
3.3.1	If so, furnish particulars.			
3.4	Have you been <i>in the service of the state</i> for the past twelve months?	YES	NO	
3.4.1	If so, furnish particulars.			
3.5	Do you, have any relationship (family, friend, other) with persons <i>in the service of the state</i> and who may be involved with the evaluation and or adjudication of any prospective bid?	YES	NO	
3.5.1	If so, furnish particulars.			
3.6	Are you, aware of any relationship (family, friend, other) between a supplier and any persons <i>in the service of the state</i> who may be involved with the evaluation and or adjudication of any bid?	YES	NO	
3.6.1	If so, furnish particulars.			
3.7	Are any of your company's directors, managers, principle shareholders or stakeholders <i>in the service of the state</i> ?	YES	NO	
3.7.1	If so, furnish particulars.			
3.8	Is any spouse, child or parent of your company's directors, managers, principle shareholders or stakeholders <i>in the service of the state</i> ?	YES	NO	
3.8.1	If so, furnish particulars.			
3.9	Is the supplier or any of its directors/partners listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?	YES	NO	
3.9.1	If so, furnish particulars.			



3.10	Is the supplier 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)?	YES		NO	
3.10.1	If so, furnish particulars.				
3.11	Was the supplier 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	
3.11.1	If so, furnish particulars.				
3.12	Does the supplier 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	
3.12.1	If so, furnish particulars.				
3.13	Was any contract between the supplier 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	
3.13.1	If so, furnish particulars.				

CERTIFICATION

I, THE UNDERSIGNED, _____, CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature	Position	Date

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

- 6. a member of –
 - 6.1. any municipal council;
 - 6.2. any provincial legislature; or
 - 6.3. the national Assembly or the national Council of provinces;
- 7. a member of the board of directors of any municipal entity;
- 8. an official of any municipality or municipal entity;
- 9. an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- 10. a member of the accounting authority of any national or provincial public entity; or
- 11. an employee of Parliament or a provincial legislature.

<p style="text-align: center;">COMMISSIONER OF OATHS</p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20____,</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p>COMMISSIONER OF OATHS:-</p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p>Apply official stamp of authority on this page:</p>
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ETHICS COMMITMENT FOR SUPPLIERS OF THE OVERSTRAND LOCAL MUNICIPALITY

In our dealings with the Overstrand Local Municipality we commit to uphold high standards of ethics. Among other things this means:

- We will be honest and deal in good faith;
- We will not improperly try to influence any municipal official or decision; We will avoid all conflicts of interest;
- We will not engage in any form of corruption (e.g. paying bribes, giving kickbacks); We will not give gifts to municipal officials or councillors;
- We will not be involved in collusion with other service providers (i.e. price-fixing);
- We will ensure that all information we submit to the municipality is accurate and truthful (e.g. we will not engage in B-BBEE fronting).
- We will ensure and take accountability to keep our database records up to date, avoiding misrepresentation.
- We will ensure to comply with legislative requirements applicable.
- We will inform the Overstrand of any unethical behaviour known, either from other suppliers or Overstrand officials, supported by the protection of our Whistle Blowing policy.
- We will contribute by all means necessary, in building a positive ethical culture in the Overstrand.

This is our commitment to help build an ethical Overstrand.

Name of Company:	
Name of authorised person:	
Signature:	
Date:	

National Small Business Act No. 102 of 1996 Classification

1. Indicate your Economic Sector - Give full description in 1.4 on page 1		2. Indicate the size of your Business if the National Small Business Act applies to your enterprise.				
Sector or sub-sectors in accordance with the Standard Industrial Classification Please indicate your Sector "X"		Size of class	Total full- time equivalent of paid employees Less than:	Total annual turnover Less than:	Total gross asset value (fixed property excluded) Less than:	Indicate the category of your business "X"
All Tiers of Government 00001 - 09999		Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
Agriculture 11001 - 14999		Medium	100	R 5 m	R 5 m	
		Small	50	R 3 m	R 3 m	
		Very small	10	R 0.50 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
Mining and Quarrying 21001 - 29999		Medium	200	R 39 m	R 23 m	
		Small	50	R 10 m	R 6 m	
		Very small	20	R 4 m	R 2 m	
		Micro	5	R 0.20 m	R 0.10 m	
Manufacturing 30001 - 39999		Medium	200	R 51 m	R 19 m	
		Small	50	R 13 m	R 5 m	
		Very small	20	R 5 m	R 2 m	
		Micro	5	R 0.20 m	R 0.10 m	
Electricity, Gas and Water 41001 - 42999		Medium	200	R 51 m	R 19 m	
		Small	50	R 13 m	R 5 m	
		Very small	20	R 5.10 m	R 1.90 m	
		Micro	5	R 0.20 m	R 0.10 m	
Construction 50001 - 50999		Medium	200	R 26 m	R 5 m	
		Small	50	R 6 m	R 1 m	
		Very small	20	R 3 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
Wholesale Trade, Commercial Agents and Allied Services 58001 - 61999		Medium	200	R 64 m	R 10 m	
		Small	50	R 32 m	R 5 m	
		Very small	20	R 6 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
Retail and Motor Trade and Repair Services 62101 - 63500		Medium	200	R 39 m	R 6 m	
		Small	50	R 19 m	R 3 m	
		Very small	20	R 4 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
Catering, Accommodation and other Trade 64101 - 64299		Medium	200	R13 m	R 3 m	
		Small	50	R 6 m	R 1 m	
		Very small	20	R 1.50 m	R 0.90 m	
		Micro	5	R 0.20 m	R 0.10 m	
Transport, Storage and Communications 71001 - 75999		Medium	200	R26 m	R 6 m	
		Small	50	R13 m	R 3 m	
		Very small	20	R 3 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
Finance and Business Services 81001 - 88999		Medium	200	R 26 m	R 5 m	
		Small	50	R 13 m	R 3 m	
		Very small	20	R 3 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
Community, Social and Personal Services 91001 - 99999		Medium	200	R 13 m	R 6 m	
		Small	50	R 6 m	R 3 m	
		Very small	20	R 1 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	

NATURE OF OPERATIONS, PRODUCTS OR SERVICES

Please list the products/services provided by your enterprise under the appropriate headings. Indicate the PRIMARY and/or SECONDARY function applicable to your business by ticking the appropriate box and (i.e. nature of operations, products or services):

PRIMARY FUNCTION:		SECONDARY FUNCTION:	
PRODUCTS	<input type="checkbox"/>	PRODUCTS	<input type="checkbox"/>
SERVICES	<input type="checkbox"/>	SERVICES	<input type="checkbox"/>
LABOUR	<input type="checkbox"/>	LABOUR	<input type="checkbox"/>
EQUIPMENT	<input type="checkbox"/>	EQUIPMENT	<input type="checkbox"/>

KREDIETBEVEL INSTRUKSIE / CREDIT ORDER INSTRUCTION / UMYALELO NGOTYALO MALI

Dit is die Overstrand Munisipaliteit se beleid om alle krediteure deur middel van direkte bankoorplasinge te vereffen. Verskaf meegaande inligting en verkry asb. U bankiers se bevestiging.	It is the policy of the Overstrand Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.	Yinkqubo kaMasipala wesithili saseOverstrand ukuhlawula abo kufuneka bebahlawule ngokufaka imali ebhankini. Nceda ke ngoko uzalise olu xwebhu lungezantsi ngeenkukacha zakho ucele ibhanki yakho ukuba yenze isiqinisekiso sezi nkukacha.
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BESONDERHEDE VAN FIRMA/INSTANSIE / DETAILS OF FIRM/INSTITUTION / IINKCUKACHA ZEFEMU/IZIKO:												
Naam / Name / Igama												
Adres / Address / Idilesi												

BESONDERHEDE VAN MY/ONS BANKREKENING IS AS VOLG / DETAILS OF MY/OUR BANK ACCOUNT ARE AS FOLLOWS / IINKCUKACHA ZEBHANKI YAM ZIMI NGOLU HLOBO:												
NAAM VAN BANK / NAME OF BANK / IGAMA LEBHANKI												
NAAM VAN TAK / NAME OF BRANCH / IGAMA LESEBE LEBHANKI												
REKENING NR / ACCOUNT NO / INOMBOLO YE_AKHAWUNTI												
TAKKODE / BRANCH CODE / IKHOWUDI YESEBE												
TIPE REKENING / TYPE OF ACCOUNT / UHLOBO LWE_AKHAWUNTI												

1 = Tjekrekening Cheque Account I-akhawunti yetshekhi	2 = Transmissierekening Transmission Account I-akhawunti vokuqithisela	3 = Spaarrekening Savings Account I-akhawunti yemali eqcniweyo
4 = Verbandrekening Bond Account I-akhawunti yebhondi	5 = (Nie in gebruik) (Not in use) Avisetvenziswai	6 = Subskripsieaandeelrekening Subscription Share Account I-akhawunti vomrhumo wezabelo

Ek/ons versoek en magtig hiermee die Overstrand Munisipaliteit om enige bedrae wat my/ons mag toeval, in my/ons bankrekening te krediteer. Ek/ons verstaan dat 'n betalingsadvies deur die Overstrand Munisipaliteit in die normale wyse verskaf sal word wat die datum sal aantoon wanneer die fondse beskikbaar sal wees, asook besonderhede van die betaling. Ek/ons onderneem verder om die Overstrand Munisipaliteit vroegetydig in kennis te stel van enige verandering in my/ons bankbesonderhede en erken dat hierdie magtiging slegs deur my/ons met dertig dae kennis gekanselleer kan word deur middel van voorafbetaalde geregistreerde pos.	I/we hereby request and authorise the Overstrand Municipality to pay any amounts that may accrue to me/us to the credit of my/our bank account. I/we understand that a payment advice will be supplied by the Overstrand Municipality in the normal way that will indicate the date on which funds will be available in my/our bank account and details of payment. I/we further undertake to inform the Overstrand Municipality in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days notice by prepaid registered post.	Mna/Thina sicela/sigunyazisa uMasipala Wesithili saseOverstrand ukuba ahlawule yonke imali eziimfanelo zam/zethu kwi-akhawunti yebhanki yam/yethu. Ndi/Siyaqonda ukuba isiqinisekiso semali ehlawulwe ngumasipala siza kufumaneka kwaye eso siqinisekiso siza kubonisa umhla ekuhlawulwe ngawo kunye nezinye iinkcukacha zentlawulo. Ndi/Siya kumazisa umasipala xa iinkcukacha zebhanki yam zitshintshile kwaye ndiza kubanika isaziso seentsuku ezingama-30 ndisithumele ngeleta erejistarishiweyo.
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GEMAGTIGDE HANDTEKENING / AUTHORISED SIGNATURE / USAYINO OLOGUNYAZISIWEYO	
VOORLETTERS EN VAN / INITIALS AND SURNAME / OONOBUMBA BOKUQALA BEGAMA KUNYE NEFANI	
TELEFOONNOMMER / TELEPHONE NUMBER / INOMBOLO YEFOWUNI	DATUM / DATE / UMHLA

VIR BANKGEBRUIK ALLEENLIK / FOR BANK USE ONLY / KUSETYENZISWA YIBHANKI KUPHELA	
Ek/ons sertifiseer hiermee dat die besonderhede van ons kliënt se bankrekening soos aangedui op die krediet bevel instruksie korrek is: I/we hereby certify that the details of our clients bank account as indicated on the credit order instruction is correct. -Ndi/Siqinisekisa ukuba iinkcukacha zabaxhasi bethu ezibhalwe kwimiyalelo yokudiphozitha imali ilungile	AMPTELIKE DATUMSTEMPEL / OFFICIAL DATE STAMP / -ISITAMPU SOMHLA ESISESIKWENI:
<p>_____</p> <p>GEMAGTIGDE HANDTEKENING / AUTHORISED SIGNATURE / - Usayino olugunyazisiweyo</p>	

DOCUMENTS REQUIRED

DOCUMENTS REQUIRED	SOLE PROPRIETOR	CC'S AND PRIVATE COMPANIES	PARTNER-SHIPS	PUBLIC COMPANY	BUSINESS TRUST	NON PROFIT ORGANIZATIONS (NPO)	WHERE TO GET DOCUMENTS
COMPANY REGISTRATION CERTIFIED COPIES	N/A	Certificate of incorporation CK1/CK2	Partnership agreement	Certificate of Incorporation CM3	Trust agreement	Certificate of Incorporation Section 21	Registrar of CC's & Companies
PROOF OF OWNERSHIP CERTIFIED COPIES	N/A	Shareholding CK1/CK2	Partnership agreement	Shareholding CM3	Trustees details: Letter of Authority	Auditor's letter no shareholding	Registrar of CC's & Companies
PROOF OF BANKING	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Branch of bank at which Account is.
TAX CLEARANCE CERTIFICATE	For the Owner or the business	For the company / cc	For each individual shareholder	For the company	For the trust	For the NPO	SARS
P.A.Y.E	If staff are employed	If staff are employed	If staff are employed	If staff are employed	If staff are employed	If staff are employed	SARS
VAT REGISTRATION	Yes	Yes	Yes	Yes	Yes	Yes	SARS
U.I.F Certificate	YES	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	Department of Labour
Workman's Compensation	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	Department of Labour
Security Officer's Board	If applicable –for security industry	If applicable –for security industry	If applicable –for security industry	If applicable –for security industry	If applicable –for security industry	If applicable –for security industry	Security Service Regulatory Authority
Proof of Disability	If owner is disabled	If Shareholder is disable	If Shareholder is disabled	If Shareholder is disable	If Shareholder is disable	If Shareholder is disabled	
Proof of Identity CERTIFIED	Owner	Directors / Members	Partners	Directors	Trustees	Directors	

FOR OFFICE USE ONLY:			
BUSINESS NAME			
DATE RECEIVED		DATE CAPTURED	
ACCEPTED			
DATABASE REGISTRATION NUMBER			