



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

TENDER NUMBER:

GICT 01 2022/23

TENDER DESCRIPTION:	TENDER FOR THE PROVISION OF ICT DESKTOP SUPPORT SERVICES FOR A PERIOD OF 3 YEARS
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NAME OF BIDDER:

CSD NUMBER:

VENDOR NUMBER (WHERE APPLICABLE)

Prepared by:
City of Tshwane Metropolitan Municipality
Tshwane House
320 Madiba Street
Pretoria CBD
0002
Tel: 012 358 9999

BID CLOSING DATE	12 JULY 2022
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Only bidders registered on the central supplier database (CSD) and with a CSD number will be considered for this tender, as this is a requirement from the National Treasury.



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

DEPARTMENT: SHARED SERVICES

Bids are hereby invited from suppliers for the following bid:

Bid number	Description	Department	Contact person	Compulsory briefing session	Closing date
GICT 01 2022/23	TENDER FOR THE PROVISION OF ICT DESKTOP SUPPORT SERVICES FOR A PERIOD OF 3 YEARS	SHARED SERVICES	Olivia S. Matjila Oliviamat@TSHWANE.GOV.ZA (012) 358 6018	Venue: 320 Madiba Street Tshwane House, Training Room, 1 st floor, Pretoria 0002 Date: 5 July 2022 10:00am	12 July 2022 10:00

THE DOCUMENT IS DOWNLOADABLE ON THE E-TENDER PORTAL.

Each quotation shall be enclosed in a sealed envelope that bears the correct identification details and shall be placed in the tender box located at:

City of Tshwane Metropolitan Municipality
Tshwane House
320 Madiba Street
Pretoria CBD
0002

Documents must be deposited in the bid box not later than **10:00 on 12 July 2022** when bids will be opened in public.

Bidders must contact the following officials for any enquiries:

Technical enquiries: Olivia S. Matjila Oliviamat@TSHWANE.GOV.ZA (012) 358 6018
Supply chain enquiries: Relebogile Malatswane or RelebogileM@tshwane.gov.za (012) 358 2735

Bids will remain valid for a period of 90 days after the closing date.

Bids received after the closing date and time will not be considered. The City of Tshwane does not bind itself to accept the lowest or any other bid in whole or in part.

INDEX

Number	Details	Document	Page
1.	Very important notice on disqualifications		
2.	Certificate of authority for signatory		
3.	Scope of work		
4.	Pricing schedule		
5.	Invitation to bid	MBD 1	
6.	Pricing schedule: Firm prices (purchases)	MBD 3.1	
7.	Pricing schedule: non-firm prices (purchases)	MBD 3.2	
8.	Declaration of interest	MBD 4	
9.	Declaration for procurement above R10 million (all applicable taxes Included)	MBD 5	
10.	Preference points claimed form	MBD 6.1	
11.	Contract form: Rendering of services	MBD 7.2	
12.	Declaration of past supply chain management practice	MBD 8	
13.	Certificate of independent bid determination	MBD 9	
14.	Service-level agreement		
15.	General conditions of contract		
LIST OF RETURNABLE DOCUMENTS THAT SHOULD FORM PART OF BID DOCUMENT			
16.	Company registration certificate		
17.	Rates and taxes or lease agreement		
18.	Clearance certificate or unique PIN		
19.	BBBEE certificate		
20.	CSD summary report		

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS

A bid that does not comply with the peremptory requirements stated hereunder will be regarded as not being an “acceptable bid”, and such a bid will be rejected. An “acceptable bid” means any bid which, in all respects, complies with the conditions of the bid and the specifications as set out in the bid documents, including the conditions as specified in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and related legislation as published in *Government Gazette 22549*, dated 10 August 2001, in terms of which provision is made for this policy.

1. If any pages have been removed from the bid document and have therefore not been submitted or if a copy of the original bid document has been submitted.
2. If the bid document is completed using a pencil. Only black ink must be used to complete the bid document.
3. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
4. The bid has been submitted after the relevant closing date and time.
5. If any bidder who, during the last five years, has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
6. The accounting officer must ensure that, irrespective of the procurement process followed, no award may be given to a person –
 - (a) who is in the service of the state;
 - (b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or
 - (c) who is an advisor or consultant contracted to the municipality in respect of a contract that would cause a conflict of interest.
7. Bid offers will be rejected if the bidder or any of his/her directors are listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004) as a person prohibited from doing business with the public sector.
8. Bid offers will be rejected if the bidder has abused the City of Tshwane supply chain management system.
9. Failure to complete and sign the certificate of independent determination or disclosure of wrong information.

Failure to comply with the above will lead to immediate disqualification.

Bidder

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Status of concern submitting tender (delete whichever is not applicable):

COMPANY/PARTNERSHIP/ONE-PERSON BUSINESS/CLOSE CORPORATION/JOINT VENTURE

A. COMPANY

If the bidder is a company, a certified copy of the resolution of the board of directors that is personally signed by the chairperson of the board, authorising the person who signs this bid to do so and to sign any contract resulting from this bid, and any other documents and correspondence in connection with this bid or contract on behalf of the company, must be submitted with this bid.

An example is shown below:

By resolution of the board of directors on 20.....,
Mr/Ms has been duly
authorised to sign all documents in connection with
Bid Number

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

B. PARTNERSHIP

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

Full name of partner	Residential address	Signature
.....
.....
.....

We, the undersigned partners in the business trading as, hereby authorise to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid or contract on our behalf.

..... Signature Signature Signature
---------------------------	---------------------------	---------------------------

..... Date Date Date
----------------------	----------------------	----------------------

C. ONE-PERSON BUSINESS

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

..... Signature Date
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D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the founding statement of such corporation shall be included with the bid with a resolution by its members, authorising a member or other official of the corporation to sign the documents and correspondence in connection with this bid or contract on behalf of the company.

An example is shown below:

By resolution of the members at the meeting on 20..... at , Mr/Ms , whose signature appears below, has been duly authorised to sign all documents in connection with Bid Number

SIGNED ON BEHALF OF THE CLOSE CORPORATION:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

 2.

E. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid offer in joint venture and hereby authorise Mr/Ms , authorised signatory of the company..... , acting in the capacity of the lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:



SHARED SERVICES DEPARTMENT

**TENDER FOR THE PROVISION OF ICT DESKTOP SUPPORT SERVICES
FOR A PERIOD OF 3 YEARS**

BID NUMBER

(GICT 01 2022/23)

1. INTRODUCTION AND PURPOSE

The CoT invites reputable service providers who have vast experience in providing general Information Communication and Technologies (ICT) support services through the application of Information Technology Infrastructure Library (ITIL) service management practices. Requirements are outlined in more detail below.

The successful bidder will be required to provide the CoT with the following services:

- 1.1 End User Computing/Desktop Support
- 1.2 ICT ServiceDesk Maintenance and Support
- 1.3 Hardware Break/Fix
- 1.4 Transition Plan
- 1.5 Handover/Exit Plan

2. BACKGROUND

The City of Tshwane (CoT) is classified as a Category A municipality and contains cross-border areas. The CoT covers an extensive area of +3 200 km² with the amalgamation of three (3) additional local municipalities. This metropolitan area was established on 5 December 2000 with the amalgamation of various local governments.

The City of Tshwane's Information and Communication Technology (ICT) division provides information technology (IT) to the organisation as a key enabler to promote an efficient working environment and has implanted strategies that are moving the City to becoming a Smart-City. The global trend is to bring in the best service providers to manage these

and have stringent service level agreements in place to manage expectations, policies, procedures, and performance properly.

The City of Tshwane has a user base of +-10 000 computer users located in the +-500 sites. The sites are in the 7 Regions of the City:

- Region 1 (Akasia)
- Region 2 (Themba/Hammanskraal)
- Region 3 (Pretoria Central)
- Region 4 (Centurion)
- Region 5 (Rayton/Cullinan)
- Region 6 (Eersterust/Mamelodi)
- Region 7 (Kungwini/Bronkhorstspuit)

The Service Provider is expected to provide dedicated support in the various regions. The Service Provider should ideally employ youth in the specific regions to minimise travelling costs.

3. PROJECT SCOPE

3.1 END USER COMPUTING/DESKTOP SUPPORT

3 END USER DEVICES

3.1.1.1 The Service Provider shall support all end user computing devices such as:

- Desktop computing hardware devices and associated system software.
- Notebook computing hardware devices and associated system software.
- Network-attached printers & scanners
- Locally attached peripheral devices (e.g. personal printers, plotters, scanners exclusive of consumables).
- Business Productivity Software and CoT applications that are part of the suite of CoT-standard approved computing device image(s) (i.e. Microsoft).
- Handheld ICT devices and associated System Software (i.e., 3G devices, smartphones, PDAs, iPads/Tablets, handhelds).

3.1.1.2 The Service Provider shall be responsible for installation and configuration of operating systems, office productivity software (e.g. Microsoft Office, Adobe Acrobat Reader) and security software (e.g. Antivirus, Tracking Software).

3.1.1.3 The Service Provider shall carry out onsite or offsite (remote access) troubleshooting, as required to perform for the quickest manner to resolve any reported trouble incidents and ensure the SLA is met.

- 3.1.1.4 The Service Provider shall ensure that the end user devices assigned to the users are always updated with the latest OS, software patches/updates and hardware firmware. The Service Provider shall ensure proper testing has been done before any updates and the updates will have no issue with the devices/notebooks or any conflicts in the application installed in the devices.
- 3.1.1.5 The Service Provider may occasionally be called upon to assist in setting up desktops / laptops in boardrooms and meeting rooms for presentations or courses. This includes connecting the machine to the network and projectors.
- 3.1.1.6 The Service Provider shall assist in the setup of Wireless connection for the end user computing devices and the personal BOYD devices (e.g. iPhone, Android Phones, iPad, Tablet, Surface, etc.) of the users.

4 MULTIFUNCTION PRINTERS

- 3.1.2.1 The Service Provider shall support the operations of multi-function printers for the CoT.
- 3.1.2.2 The Service Provider shall troubleshoot all basic problems and attend to all requests pertaining to the multifunction printers.
- 3.1.2.3 The Service Provider shall be responsible for the proper configuration and operation of the networked multifunction printers.
- 3.1.2.4 The Service Provider shall escalate the issue to the respective printer supplier if the issue cannot be resolved or the printer needs servicing in terms of new updates and patches of driver etc.

5 CORE IMAGE BUILD AND DEPLOYMENT SERVICES

Core software image build and deployment services are the services and activities that the Service Provider will provide to CoT in building and deploying core software images and settings on the end user devices. Core software is defined as the suite of software programs used to build the CoT-defined standard image for a supported device and will contain:

- Operating System Software (Latest Windows OS).
- Internet Browser (i.e. Internet Explorer);
- Remote connectivity Software;
- Tracking Software;
- Security Software; and
- Standard device settings (remote desktop, Java, browser, security, etc.)

6 INSTALL, MOVES, ADDS, CHANGES, DISPOSAL (IMACD'S)

IMACD Services are the activities and services that the Service Provider will provide to CoT to do routine installations, relocations, upgrades and disposals of end user devices and software. The IMACD services covers:

3.1.4.1 Installation and verification of any desktop, notebook, handheld computing devices printers, plotters, scanners and smartphones as well as related third-party products. This may include site preparation, software load, configuration of network parameters, and user familiarization

3.1.4.2 Movement of existing equipment to new locations.

3.1.4.3 Addition of new accessories, memory, or processor upgrades

3.1.4.4 Change of existing configurations due to events such as new users, data transfer, or migration to new operating systems

3.1.4.5 De-installation, with or without disposal of existing products and systems

3.1.4.6 Updating the CoT asset register with appropriate data which may include:

- Manufacturer
- Model
- Serial number
- Asset identification number
- Asset location
- Ownership information
- Asset cost information
- Maintenance information and history including the age of the Asset
- Warranty information
- Other billing information (e.g., lease information, CoT-specific information)
- Movement history (e.g., locations, billing and user)

3.1.4.7 Disposal (as per the CoT's asset disposal policy) of end user devices which may include:

- Desktops and Notebooks
- Printers, Plotters, Scanners, etc
- Peripheral devices such as hard drives, keyboards etc.
- Provide sanitization certificate of all decommissioned devices

3.1.4.8 Transporting of end user devices, which may include:

- Transporting end user devices to and from CoT designated stores;
- Transporting end user devices according to IMACD requests from a user's location to a new location (i.e. office moves);
- Transporting end-of-life end user devices from user locations to the CoT designated stores for disposal purposes

3.1.4.9 Major or Project IMACD(s) will be executed at no additional cost to the CoT.

7 SPECIAL SUPPORT SERVICES

Special Support Services are the ad-hoc services and activities that Service Provider will provide to CoT for the special installation/deployment, maintenance, support, Break/Fix, Software and other technical support, upgrades, disposals, for the following:

3.1.5.1 VIP support for designated CoT Executives/VIP's and their personal assistants/secretaries.

3.1.5.2 Support for Tshwane entities and consultants.

3.1.5.3 Periodic events (e.g. Mayoral Committees, Council Meetings, Imbizos, Executive Mayor's and City Manager's Top Management Meetings, annual and monthly meetings, annual and monthly events). A technician/technicians are required to be on site for the entire duration of the event.

3.1.5.4 Training of end users on newly implemented software.

3.1.5.5 The Service Provider is also required to provide training and mentorship to the desktop support and service desk interns hosted by the City.

8 SPECIAL SUPPORT SERVICES OUTSIDE SCOPE

Special Support Services are the ad-hoc services and activities that Service Provider may be requested to assist with due to Service Provider's presence at support locations and stores. These services will be treated as special IMACD calls for purposes of monitoring and management. Service provider and CoT needs to ensure that these services are exceptions and part of relationship management. The Service Provider may provide the CoT with a quotation when required to perform the out of scope services.

3.1.6.1 Disposal of ICT equipment which may include:

- Network switches, hubs, routers, etc.
- Telephone and voice equipment, radio's, handsets, PABX's, etc
- Servers and data storage devices

- ICT equipment falling outside the scope of this tender

3.1.6.2 Transporting of ICT equipment, which may include:

- Transporting of out of scope ICT devices to and from CoT designated stores;
- Transporting of out of scope ICT devices according to IMACD requests from a user's location to a new location (i.e. office moves);
- Transporting end-of-life of out of scope ICT devices from user locations to the CoT designated stores for disposal

3.1.6.3 Provision of resources, expertise and solutions in ICT to ensure that the existing infrastructure continue to meet intended functionalities and objectives of the CoT.

9 **INVENTORY AND ASSET MANAGEMENT**

3.1.7.1.1 Perform an annual physical audit of all end user computing devices. If the user base increases by 10%, the Service Provider may request CoT to review the offerings (user base).

3.1.7.1.2 Ensure that the Asset Register includes information on all physical hardware assets in use within the City's ICT Environment.

3.1.7.1.3 Work with the CoT to ensure that the information in the Asset Register includes information of the Asset Owner, Asset Type, and other Asset attributes.

3.1.7.1.4 Ensure that the Asset Register reflects the up-to-date situation and is periodically maintained.

3.1.7.1.5 Document the processes for ensuring that change to Assets is performed in a controlled and managed manner and protects the accuracy of information in the Asset Register.

3.1.7.1.6 Maintain, as a component of the Asset Register, an audit trail of all changes in Assets. The audit trail shall include information relating to planned, ongoing and completed changes. The Service Provider shall record changes in location, configuration, and usage and where the Asset has been subject to a Problem or Incident.

3.2 **ICT SERVICEDESK MAINTENANCE AND SUPPORT**

3.2.1 **SERVICE DESK SERVICES**

3.2.1.1 The Service Provider shall provide the ICT Service Desk services as a single point of contact to centrally log all enquiries, requests, problem reporting, escalation, service disruptions, and security threats/violations, to support the CoT on all ICT Systems and applications.

3.2.1.2 Provide appropriately trained ICT Service Desk staff for Level 1 and Level 2 remote support.

3.2.1.3 The ICT Service Desk shall also liaise with any other ICT Service Desks supporting the CoT.

3.2.1.4 The ICT Service Desk shall attend to incidents/requests reported through the following channels:

- Phone call;
- Email;
- Online portal.

3.2.1.5 The scope of activities by the ICT Service Desk shall include the following:

- Log all incidents and requests, and issue ticket numbers to the requester;
- Perform first-level problem isolation, troubleshooting, bypass, recovery and resolution;
- Assist caller by providing usage support for software and applications;
- Escalate incidents and requests not resolved by the service desk to appropriate teams or service provider;
- Track and monitor the status and follow-up with respective teams or service provider; and
- Provide update to the requester and management on the status of all incidents and requests.

3.2.1.6 The ICT Service Desk shall ensure that incidents, problems and/or requests shall be deemed closed only after the requester has acknowledged that no further follow up action is required

3.2.1.7 The ICT Service Desk shall provide the necessary support for all existing or new hardware and/or software (including computing equipment, system software, application software, etc.) as well as first-level operation support that includes problem identification, diagnosis, troubleshooting and rectification tasks for infrastructure and applications

3.2.1.8 For commercial software products, such as operating systems and standard application software, the ICT Service Desk shall acquire the necessary skills and knowledge through commercially available documentation or training materials at the expense of the Service Provider

- 3.2.1.9 For new ICT applications deployed at the CoT, the ICT Service Desk shall obtain the necessary documentation on system set-up, configuration, support contact list and first-level problem identification and resolution guides from the respective suppliers appointed by the CoT, if required by the CoT
- 3.2.1.10 The Service Provider shall subsequently be responsible for ensuring that the knowledge of the software system is properly handed over when there is a change of staff. The CoT expects the Service Provider's teams to become familiar and conversant with the CoT's application systems. As such, the Service Provider must demonstrate to the CoT that the number of escalations to the Level 3 support staff is reduced over time
- 3.2.1.11 The Service Provider is advised that a space for the ICT Service Desk has been provided for in CoT's premises
- 3.2.1.12 The Support Hours of the ICT Service Desk are 24 hours.
- 3.2.1.13 The ICT Service Desk shall perform first level troubleshooting of incidents, including root cause diagnosis of hardware/software failures or issues. The incident shall then be resolved by the ICT Service Desk or escalated to the appropriate Level 2 or Level 3 support
- 3.2.1.14 Depending on the nature of the incident, the Level 2 support from the Service Provider shall be provided by senior staff in the ICT Service Desk team or from the other teams of the Service Provider. This is for the detailed troubleshooting of the incident and to identify potential areas of fault. The CoT shall closely monitor the incorrect or delayed escalation of incidents/problems to other ICT teams. Note that the Service Provider is responsible for and has to actively take charge of the Problem Resolution service levels for incidents/problems that are handled by the Service Provider's staff and other suppliers of the CoT
- 3.2.1.15 Throughout the life cycle of the incident/problem/request, the ICT Service Desk shall carry out all the necessary follow-up and tracking, and shall ensure that users and stakeholders are provided with regular status updates
- 3.2.1.16 The ICT Service Desk shall liaise with third party suppliers for replacement parts/components and rectification of faults if the equipment is under warranty or under some form of maintenance contract. The Service Provider shall maintain all warranty/contract information on behalf of the CoT.

3.2.1.17 The ICT Service Desk shall escalate the cases to the relevant parties for action and track the status of cases periodically until closure. The ICT Service Desk shall coordinate all activities by working with the suppliers appointed by the CoT to ensure that all escalated cases are resolved according to established service level agreements.

3.2.2 SERVICE DESK SYSTEM

Currently the CoT uses the Avanti Service Desk system for logging all incidents, problems, requests, and changes. The Service Provider will be required to provide support and maintenance on the existing system. **Proven track-record of implementation and maintenance of the Ivanti Service Desk system is mandatory.**

3.2.2.1 CURRENT CALL VOLUMES

Monthly calls	Incoming call volume
July 2021	6630
August 2021	9250
September 2021	9648
October 2021	11406
November 2021	11519

3.2.3 INCIDENT/PROBLEM/REQUEST MANAGEMENT

3.2.3.1 The Service Provider shall follow the Incident/Problem Management procedure established by the CoT. Severity levels are priority levels assigned to the incident/problem based on urgency, security risk, business impact, number of users affected, type and extent of service disrupted and availability of a workaround or fallback. When a problem is communicated to the Service Provider, the Service Provider shall assign the severity level as per the agreed norms. The CoT reserves the right to re-classify the severity levels if required.

3.2.3.2 The Service Provider shall coordinate all further levels of troubleshooting, rectification and follow-up efforts with the higher level support teams or third party suppliers when required.

3.2.3.3 The Service Provider is also expected to work with other ICT teams and suppliers to ascertain and resolve user problems that may arise

from the installation and usage of hardware and/or software packages.

- 3.2.3.4 The Service Provider shall perform a thorough analysis of the problem, which includes identification of the root cause of the problem, the number of stations affected, any data loss, diagnosis, troubleshooting, recommending solutions, and rectification. The Service Provider shall escalate problems to the appropriate support parties, log and monitor unresolved problems until resolution.
- 3.2.3.5 The Service Provider shall monitor that the third party suppliers' performance meets the corresponding Service Levels specified, or are in accordance with, the current maintenance contract terms with the third party suppliers. The Service Provider shall escalate to the CoT if the third party suppliers are not meeting the Service Levels.
- 3.2.3.6 The Service Provider shall work closely with the respective hardware and software suppliers or any parties designated by the CoT to identify the root cause of the problem for rectification regardless whether the cause is due to hardware, software or application issues.
- 3.2.3.7 The Service Provider shall review and track unresolved problems and provide rectification efforts to prevent problems from recurring. The frequency of such reviews shall be approved by the CoT.
- 3.2.3.8 For incidents/problems which exceed the expected problem resolution time, the Service Provider shall update the users of the revised date/time of problem resolution. The Service Provider shall also inform the users immediately upon service resumption.
- 3.2.3.9 The Service Provider shall continue to correct or rectify any defect or malfunction reported until such time as the defect or malfunction is corrected or rectified and the system is operating in the normal manner, unless the Service Provider is able to satisfy the CoT that the defect or malfunction is due to an issue for which the CoT or its third party suppliers is responsible.
- 3.2.3.10 The Service Provider shall work with all parties designated by the CoT and take all possible actions to resolve all problems in the shortest time. The Service Provider shall provide a mechanism and substantiate to the CoT that Service Levels are met, as detailed in the service level agreement section below. There shall be proper

acknowledgement and monitoring of all reported defects and problems by the Service Provider.

3.2.3.11 The Service Provider shall schedule reviews to track unresolved problems and provide rectification effort to prevent problem from recurring. The CoT shall specify frequency of such reviews.

3.2.4 CHANGE MANAGEMENT

3.2.4.1 Change Management enables the CoT and the Service Provider to track and manage changes to the system. The Service Provider shall follow the Change Management procedure established by the CoT. The Service Provider is allowed to propose any changes that are to be approved by the CoT.

3.2.4.2 The Service Provider shall initiate Change Management and Configuration Management tasks, arising from the handling of Incidents/Problems/Requests. In such cases, the Service Provider shall link the change record to the respective incident/problem records.

3.2.4.3 The Service Provider shall discuss with the CoT the schedule of the changes. The change shall be carried out with no or minimal disruption to the CoT's users and may therefore have to be carried out during the maintenance time-slot at no additional cost to the CoT.

3.2.4.4 For any proposed changes, the Service Provider shall conduct an impact analysis before seeking the approval from the CoT. Impact Analysis shall also describe the risk involved, which services are affected, rollback plan, etc.

3.2.4.5 The Service Provider shall test the proposed changes in the standalone environment to understand any unknown impacts to the system.

3.2.4.6 The Service Provider shall be responsible for Operation System upgrades and installations, and the application of Operating System patches to the system.

3.3 HARDWARE BREAK/FIX

3.3.1 The Service Provider shall assist in replacing any faulty hardware such as card readers, sound cards, mice or loose cables when required.

3.3.2 The Service Provider shall coordinate and replace certain components in the hardware when required, for example, to replace faulty network interface cards, loose cables or keyboards. The cost of replacement parts shall be borne by the CoT.

3.3.3 The Service Provider shall liaise with third party suppliers for replacement parts/components and rectification of faults if the equipment is under warranty or under some form of maintenance contract. The Service Provider shall maintain all warranty/contract information on behalf of the CoT

3.3.4 The Service Provider shall be responsible for fixing and maintenance of out-of-warranty ICT equipment.

3.4 TRANSITION PLAN

3.4.1 The objective the transition management is to enable takeover of the Services from the incumbent service provider(s).

3.4.2 The Service Provider shall have a due diligence period of one (1) month following the award of the tender. At the end of the due diligence period, the Service Provider shall submit a Transition Plan in the Tender Proposal. The transition period shall be at most two (2) calendar months prior to the start of the Contract and shall be at no additional cost to the CoT.

3.4.3 The Transition Plan shall include all Services in the Tender Proposal, highlighting how it intends to manage and conduct the transition, leading to eventual takeover of the services and in meeting the Service Levels

3.4.4 The Transition Plan to be prepared shall include:

- Definition of an overall schedule of activities for the transition;
- Identification and documentation of the CoT's resources in the scope of the services;
- Identification and documentation of the Service Provider's resources that will be added to the CoT's environment;
- Identification of the training materials, documented common error messages and other necessary information for operations;
- Definition of the roles and responsibilities of all parties;

- Definition of the critical operational scenarios and the corresponding process workflow; and
- Definition of the work-in-progress items (e.g. ongoing tasks, other pending tasks and problems) that have not been resolved or followed up by the existing service provider.

3.4.5 Upon acceptance by the CoT, the Service Provider shall implement the Transition Plan to take over the responsibilities of providing Services from the existing service provider and forge or establish an appropriate working relationship with the existing third-party suppliers

3.4.6 The Transition Plan shall be managed by the Service Provider's Project Manager or Transition Manager, as proposed in the Tender, and accepted by the CoT.

3.4.7 The Service Provider is advised that the purpose of the Transition Plan is to ensure and achieve a smooth hand over of responsibilities. The Service Provider shall ensure that the entire transition phase is as transparent as possible to the CoT's users. That is, the users shall not experience any disruption of services.

3.4.8 The Service Provider shall include in the Transition Plan a period of familiarization with the existing the CoT's suppliers. This may include having the Service Provider to "shadow" the existing service provider for the resolution of problems. This period of knowledge acquisition shall be within the transition period and at no additional cost to the CoT. During this period, the Service Provider shall seek to understand the existing the CoT's procedures. The Service Provider shall also make use of this opportunity to create the documents and make necessary recommendations to the CoT for any possible improvement that can be made to the existing procedures, and these recommendations will be reviewed at the end of the transition period.

3.4.9 The Service Provider shall conduct regular progress meetings with the City to track the progress of the implementation.

3.4.10 During the Transition Phase, the Service Provider shall:

- Seek to understand the existing the CoT's procedures, and update existing documentation;
- Make recommendations, for any possible improvement to the existing procedures or system documentations, when requested by the CoT;

- Co-maintain the environment with the incumbent suppliers and to implement enhancements;
- Manage other third-party suppliers appointed by the City of Tshwane, as and when required, for the expedient delivery of certain works and services; and
- Report on the progress, operational issues and other problems that may be encountered in the provision of the services.

3.5 HANDOVER/EXIT PLAN

3.5.1 The purpose of the exit plan is to effect a smooth and seamless transition of services from the Service Provider to the CoT or the CoT's supplier.

3.5.2 The Service Provider shall propose an exit plan to ensure that a clear end-to-end service management is outlined six (6) months from the Tender award date

3.5.3 The exit plan shall define the criteria for termination and the scope of the exit plan shall include the following:

- Processes and procedures of the current operations;
- Roles and responsibilities of each project personnel;
- Definition of major milestones of the transition
- Schedule for hand-over of outstanding tasks;
- Operation Manuals;
- Security procedures;

3.5.4 The Exit Transition period shall be managed and supervised by the CoT. The CoT will ensure that the exit plan is developed, the Exit Transition Team is appropriately staffed and the plan is executed in an orderly manner to achieve its business objectives. The CoT will also ensure that the termination process progresses in a timely manner and warrants the quality of the deliverables.

3.5.5 The Service Provider's Service Delivery Manager (SDM) will provide support to the CoT during the Exit Transition period. The SDM shall contribute information to accelerate and/or improve the process of termination / transition and assure that the plans developed are realistic. The Service Provider shall continue to provide assistance in terms of termination / transition consulting and related services, as the CoT deems necessary.

4 DELIVERABLES

The successful bidder shall enter into a Service Level Agreement (SLA) with CoT in terms of the stipulated scope of work.

4.1 SERVICE HOURS

- | | | |
|-------|--------------------------|---|
| 4.1.1 | Severity 1 Support Calls | - 24hours/day x 7days/week x 365days/year |
| 4.1.2 | Severity 2 Support Calls | - 07h30 to 20h30 Mondays to Saturdays |
| 4.1.3 | Severity 3 Support Calls | - 07h30 to 16h30 Mondays to Saturday |

4.2 END USER DEVICES SERVICE LEVEL REQUIREMENTS (SLRs)

Service Level	Description	CoT SLR	Measure to meet SLR
1 Severity 1 Support Calls Mission Critical Impact	<p>Acceptable time to resolve problems for hardware, software and system components within the desktop environment that are mission critical or affect a significant number of end users.</p> <p>All calls logged by the following groups should automatically be rated as severity 1 calls :</p> <ul style="list-style-type: none"> • VIPS • Customer Facing Agents 	2 business hours until resolution, 95% of the time.	Problems resolved within 2 business hours. <u>Note:</u> This includes notification, escalation and restoration of service.
2 Severity 2 Support Calls Major Impact	<p>Acceptable time to resolve problems for hardware, software and system components within the desktop environment that are major impact or affect number of end users.</p>	4 business hours until resolution, 95% of the time.	Problems resolved within 4 business hours. <u>Note:</u> This includes notification, escalation and restoration of service.
3 Severity 3 Support Calls Moderate Impact	<p>Acceptable time to resolve problems for hardware, software and system components within the desktop environment that are moderate impact or affect few end users.</p>	8 business hours to resolution, 95% of the time.	Problems resolved within 8 business hours <u>Note:</u> This includes notification, escalation and restoration of service.

	Service Level	Description	CoT SLR	Measure to meet SLR
4	Executive Support	Executive Support is a customized highly and personalized or dedicated service to a special group of users (i.e. Executives and/or their Personal Assistants or Secretaries, cashiers and customer care centres)	Any call logged by member of the VIP is automatically classified as a Severity 1 call.	95% of calls should be resolved within the stipulated time of a severity 1 call.
5	Install, Move, Add, Change, Dispose (IMACD)	Acceptable time required to move, add, or change software or hardware on a desktop system upon appropriate request from the CoT.	3 business days , 90% of the time, from time of notification by Service Recipient for standard and non-standard product(s).	IMAC completed <= 3 business days
6	Virus Release File	Time within which the Service Provider shall release the latest virus update file to the CoT's network	5 business days , 95% of the time, until virus file release from time of release from virus security company.	100% within 5 business days
7	Patch Management	Time within which the Service Provider shall release the latest patch update file to the CoT's network	5 business days , 95% of the time until patch file release from time of release by OEM	No more than 3 releases behind

GENERAL SERVICE LEVEL REQUIREMENTS (SLRs)

	Service Level	Description	CoT SLR	Measure to meet SLR
1	Customer Satisfaction survey per call logged. This should form part of the monthly reports	Measures performance of service provided to CoT end-users. Used to identify end user's opinion of service performance. The results are used to identify and resolve any issues and problems. Resulting actions should improve end-user/management satisfaction and service performance.	> 90% satisfied very or satisfied	Number of responses with a very satisfied or satisfied rating / total number of responses
2	Asset Management & Configuration Management: Hardware and/or Software Inventory Accuracy	Ensure that asset information is timely and accurate so that CoT may better leverage its capabilities with regards to purchasing, service contracts and refresh of technology. This applies to assets owned by CoT and managed by Service Provider. This activity includes the tracking, reporting, and disposal, as required, of resources and general-purpose computer assets, vendor coordination and administering licenses for System Software and maintenance agreements of the assets.	Computing Devices 95%	Number of inaccurate entries / number of total entries *100. Computing Devices = 95%. This excludes change requests
3	Service Provider Employee Retention	Utilised by CoT to retain service provider team and minimise re-training of service provider employees when new service provider employees are hired with a desired result of consistent service delivery and promotion of teamwork.	80% of staff, from year to year, retained by service provider less any terminations due to health considerations	Number of services provider employees leaving / number of total service provider employees
4	Image Management	Time within which the Service Provider will create, test and document a new image.	99% of time Service Provider shall create, test, and document a new image < 10 days from receipt of request from Service Recipient.	Number of additions, changes, and deletions Completed <10 working days / Total Number of additions, changes, and deletions requested



4.3 OPERATIONAL RESOURCE SPECIFICATIONS

Bidders are required to demonstrate experience of key staff in relation to the scope of services. Curriculum Vitae and Qualifications need to be attached. Failure to do so will lead to total disqualification. Amongst the key staff proposed, the following should be part of the staff component for the duration of the contract, however the City reserves the right to reduce the number of resources at any time during the contract period.

- Service Delivery Manager x1
- Team Leader x1
- Senior Desktop Support Technician x5
- Desktop Support Technician x20
- Service Desk Supervisor x1
- Service Desk Agent x20

5 STAGES OF EVALUATION

This bid will be evaluated in five (5) evaluation stages namely

5.1 Stage 1: Administrative Compliance

5.2 Stage 2 Pre-qualification

5.3 Stage 3: Mandatory Requirements

5.4 Stage 4: Functionality Criteria

5.5 Stage 5: Preferential Point System

5.1 STAGE 1: ADMINISTRATIVE COMPLIANCE

All the bids will be evaluated against the administrative responsiveness requirements as set out in the list of returnable documents.

5.2 STAGE 2: PRE-QUALIFICATION

The following pre-qualification will apply to the following bid

(c) a tenderer subcontracting a minimum of 30% to-

(i) an EME or QSE which is at least 51% owned by black people

- Bidders must submit proof of subcontracting agreement, between the main tenderer and the subcontractor. Proof of subcontracting arrangement may include a subcontracting agreement between main bidders and the subcontractor.

- The list of suppliers registered on the CSD to provide the required goods or services in respect of the applicable designated groups mentioned in the relevant tender from which the tenderer must select a supplier will be made available with the tender document.

5.3 STAGE 3: MANDATORY REQUIREMENTS

5.3.1 Operational Resources Requirements

Resource	Requirements	Main Duties / Functions
Service Delivery Manager	<ul style="list-style-type: none"> • A Bachelor's degree or National Diploma or equivalent qualification in ICT • ITIL certificate • 3 years minimum experience in IT Service Delivery Management. 	<ul style="list-style-type: none"> • Provide advice and guidance on service delivery matters and improvements • Ensure the alignment of service delivery strategy with the overall CoT ICT strategy • Manage the implementation of ITIL processes to focus on service delivery improvements • Manage the multi-level administration of all users and groups • Ensure compliance of ICT assets management, Contracts and SLA • Daily and monthly reporting of all incidents across the City • Report on the overall performance of the DCE Services contract • Provide advice and guidance on service delivery matters • Ensure all Contracts, SLA and Configuration management is managed appropriately • Manage and ensure employees are equipped with the required skills and resources to perform optimally • Ensure compliance with all audit requirements within the unit • Monitor quality, risk, standards and practices against prescribed frameworks • Manage the training and development of Technicians to ensure that they keep abreast with the latest trends in technology
Team Leader	<ul style="list-style-type: none"> • A Bachelor's degree or National Diploma or equivalent qualification in ICT. 	<ul style="list-style-type: none"> • Troubleshoots and resolves IT issues. • Ensures all incidents are resolved against SLAs. • Carry out software and hardware rollout projects. • Resolve escalated or complex queries that exceed the knowledge base of the IT Support Team.

	<ul style="list-style-type: none"> • IT Tertiary qualification (A+, N+) or equivalent • MCSE/MCITP • 3 years minimum experience. Experience should have been at an organisation of at least 1000 users. • 2 years' experience leading an IT support team. 	<ul style="list-style-type: none"> • Installing and maintaining IT hardware, standard software, and specialised software as per SLA requirements. • Successfully manage a team of IT Support Technicians to provide client support. • Delegation of projects and support calls as well as defining deadlines to ensure service delivery. • Reporting on logged call statistics and change requests. • Ensure that exceptional service is delivered to users through proactive, innovative and appropriate solutions provided quickly and effectively. • Ensure the timeous and effective response of the IT Support Technicians to user queries and problems through the receipt and logging of problems and the co-ordination of rapid and appropriate responses aligned to SLA's and agreed standards. • Effectively manage the equipment refresh process, equipment audit process and asset management, ensuring that the deadlines are adhered to and penalties are not incurred. • Establish and maintain positive relationships with stakeholders, including users and suppliers/vendors. • Cross-training team members and users on policies or products.
Desktop Support Technician	<ul style="list-style-type: none"> • Diploma or equivalent qualification in ICT • Minimum 2 years' experience • A+ or N+ certification 	<ul style="list-style-type: none"> • Handle all logged calls accurately and timeously as per Service Level Agreements • Conduct trouble shooting on all queries referred by the ICT Service Desk • Analyses reported problems and implements appropriate solutions and escalates unresolved issues • Resolve the roots causes of incidents and deploy effective workarounds • Timely identify, diagnose, and resolve problems • Resolve problems as underlying causes are identified and corrected • Provide error control and record error solutions • Identify underlying problems associated with the corresponding incidents that have occurred • Identify suitable workarounds that provide staff with service improvement while a more permanent solution is sought • Analyses urgency and the resources required to effect temporary or permanent solutions to the problems

Senior Desktop Support Technician	<ul style="list-style-type: none"> • Degree/National Diploma or equivalent qualification in ICT • Minimum 4 years' experience as a Desktop Support Technician in an organisation similar to the City of Tshwane • Microsoft Certified Desktop Support Technician (MCDST) or similar qualification • A+/N+ certification • ITIL v3 Foundation Certification an added advantage 	<ul style="list-style-type: none"> • Provide senior technical experience and strategic insights to meet the IT needs of the CoT • Perform all duties of a Desktop Support Technician mainly for VIP users • Guides and trains Desktop Support Technicians in resolving problems and responding to queries • Analyses problems (both technical and operational) and arrives at workable solutions
Service Desk Supervisor	<ul style="list-style-type: none"> • A Bachelor's degree / National Diploma or equivalent qualification in ICT • Minimum 4 years' experience • Microsoft Certified Desktop Support Technician (MCDST) or similar qualification • A+ certification • ITIL Certification 	<ul style="list-style-type: none"> • Oversee the daily management of the service desk • Ensure the effective alignment in the implementation of project initiatives • Ensures the Service Desk System compliance in the division • Administer user support and customer service and satisfaction as well as being present and visible in the Service Desk and available to users requiring technical assistance • Respond to questions from users with technology problems and assist in person on incident and problem management where necessary • Learn fundamental operations of commonly used software, hardware, and other equipment • Follow standard Service Desk operating procedures; accurately ensure that the team log all Service Desk contacts using the Service Desk System • Maintain reasonable discipline and good behavior in the Service Desk • Attend to other duties as assigned by the Service Desk Manager • Maintain formal procedures for consistency and increased productivity in the Service Desk • Support the implementation of methodologies to improve first call resolution, monitor

		customer perceptions, and build strong internal relationships
Service Desk Agent	<ul style="list-style-type: none"> • Diploma or equivalent qualification in ICT • Minimum 2 years ICT experience • Microsoft Certified Desktop Support Technician (MCDST) (added advantage) • A+ certification 	<ul style="list-style-type: none"> • Logging all relevant incident/service request detail on the call tracking system • Providing first-level support through taking calls • Handling the resulting incidents or service requests using the incident • Reporting and request fulfilment processes. • Allocating categorisation and prioritisation codes • Providing first-line investigation and diagnosis • Resolving incidents/service requests they can • Escalating incidents/service requests that they are unable to and resolve within agreed timescales, keeping users informed of progress • Follow up on customer satisfaction. • Conduct customer satisfaction surveys

5.3.2 Certification for the delivery of Ivanti Service Management by the OSM (Original Software Manufacturer) (Ivanti). If the certification does not belong to the bidder, the bidder should provide a partnership agreement with the Ivanti partner

5.4 STAGE 4: FUNCTIONALITY CRITERIA

The minimum score of 70 points (out of 100) is required to go through to the next stage of the tender. All bidders who fail to meet the said minimum score will be disqualified and will therefore not be considered further for evaluation.

CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGH POSSIBLE SCORE
Bidder's previous performance and experience in providing similar solutions (desktop support) <i>Bidders should provide references on work successfully completed. These references must specifically state the number of users supported and period of the contract.</i> <i>All references must be on the letterhead of the company</i>	1 reference letter 2-3 reference letters 4+ reference letters	2 3 5	5	25

<p><i>supplying reference and the letter should be signed and contact details contact details are fully completed. The contact details must include the contact number and email address of the referee. The reference must not be older than 36 months from the date of the tender submission.</i></p> <p>NOTE: The City Of Tshwane may verify the information provided, and if your referee</p> <p>does not confirm the information provided, the reference will not be considered.</p>					
<p>Bidder's previous performance and experience in implementing and supporting the Ivanti Service Desk System</p> <p><i>Bidders should provide references on work successfully completed. All references must be on the letterhead of the company supplying reference and the letter should be signed.</i></p>		<p>1 Project</p> <p>2-3 Projects</p> <p>4+ Projects</p>	<p>2</p> <p>3</p> <p>5</p>	4	20
<p>The number of users the bidders supported in previous similar assignments</p>		<p><1000 users</p> <p>1001 – 2000 users</p> <p>2001 – 4000 users</p> <p>4001 – 5000 users</p> <p>5001 – 7000 users</p> <p>7001 and above</p>	<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p>	4	20
Key Personnel Experience	Service Delivery Manager	<p>3 years' experience</p> <p>4 years' experience</p>	<p>1</p> <p>3</p> <p>5</p>	2	20

		5 years or more experience			
	Service Desk Supervisor	3 years' experience	1	2	
		4 years' experience	3		
		5 years or more experience	5		
Local Economic Participation		Outside Gauteng	1	3	15
<i>(The bidder must demonstrate their business office presence within the boundaries of CoT. Bidders shall submit their rates and taxes as proof. The rates and taxes submitted by bidders should be in the name of the company or the name of the director(s). Lease agreement can also be attached if there are no rates and taxes.)</i>		Within Gauteng	2		
		Within the City of Tshwane	5		
HIGHEST POSSIBLE SCORE					100

5.5 STAGE 5: PREFERENTIAL POINT SYSTEM

The points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2017.

- 90 points for price
- 10 points for B-BBEE status (service provider to submit the certified copy of the B-BBEE level rating certificate).

6. SUBCONTRACTING

The successful service provider shall subcontract a minimum of 30% of the work to EME's or QSE's, the tendered rates shall consider the appointment of EME's or QSE's.

- Failure to subcontract minimum of 30% of the work to EME's or QSE's shall be construed as breach of contract and shall result in termination of the contract.
- Preference will be given to the EME's or QSE's within the boundaries of CoT. City of Tshwane reserves the right to accept or reject the sub-contracted entity.
- The report containing the list of potential subcontractors may be drawn by accessing the following link: www.csd.gov.za

- The service provider must submit proof of subcontracting arrangement between the main service provider and the subcontractor. Proof of subcontracting arrangement may include a subcontracting agreement between main tenderer and the subcontractor.
- The service provider must submit documentary proof on a quarterly basis to the City of Tshwane indicating the subcontracting figures for purchasing orders delivered.
- It is the service provider's responsibility to make sure that sub-contracting of any portion of the work must not affect the quality of services expected by The City of Tshwane from the service provider. The service provider must make sure that the subcontractors are competent, the service provider shall be held responsible for any incompetent work done

7. TYPE OF AGREEMENT REQUIRED

A Service Level Agreement will be completed after the appointment.

8. VALIDITY PERIOD

The validity period for the tender after closure is 90 days.

9. PRICING SCHEDULE

See Annexure 1

10. Award

One bidder as a whole

11. Validity Period

The validity period for the tender after closure is 90 days.

12. MARKET ANALYSIS

The city of Tshwane reserves the right to conduct market analysis. Should the city exercise this option, where a tenderer offers a price that is deemed not to be viable to supply goods or services as required, written confirmation will be made with the tenderer if they will be able to deliver on the price, if a tenderer confirm that they cannot, the tenderer will be disqualified based on being non-responsive. If they confirm that they can deliver, a tight contract to mitigate the risk of non-performance will be entered into with the service provider. Further action on failures by the supplier to deliver will be handled in terms of the contract including performance warnings and listing on the database of restricted suppliers.

The city further reserves the right to negotiate a market related price with a tenderer scoring the highest points. If the tenderer does not agree to a market-related price, the city reserves

the right to negotiate a market-related price with the tenderer scoring the second highest points, if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points. If a market-related price is not agreed, the city reserves the right to cancel the tender.

5 DRAFT SERVICE LEVEL AGREEMENTS

Specification to be accompanied by draft service level agreements

ANNEXURE 1: Pricing Schedule

1.1 ONCE-OFF COSTS

TRANSITION SERVICES				
		Services	Total (R)	Further Description (Supporting detail can be attached)
Desktop Services	Support			
ICT Services	Service Desk			
TRANSITION TOTAL (Exclusive of VAT)				

1.2 IVANTI SYSTEM MAINTENANCE

- System Upgrades
- System Patches and Fixes
- Security Updates
- Incidents Resolutions
- System Enhancements

IVANTI SYSTEM MAINTENANCE (32 Hours A Month)	
Hourly Rate (Exclusive of Vat)	

1.3 HOURLY RATES

FOR PRICING PURPOSES, WE ASSUME 9 HOURS PER DAY. TIMESHEETS AND EVIDENCE OF WORK PERFORMED SHOULD BE SUBMITTED TO THE CITY ON A MONTHLY BASIS. ANY OVERTIME NEEDS TO BE PREAPPROVED BY THE CITY. PLEASE NOTE THAT THE CITY RESERVES THE RIGHT TO REDUCE THE NUMBER OF RESOURCES AT ANY TIME DURING THE DURATION OF THE CONTRACT.

TECHNICAL RESOURCES		
	Rate/Hour	Comments
DESKTOP SUPPORT		
Service Delivery Manager		Maximum Chargeable Rate = R443.18
Team Leader		Maximum Chargeable Rate = R258.52
Desktop Support Technician (Junior)		Maximum Chargeable Rate = R88.64
Desktop Support Technician (Intermediate)		Maximum Chargeable Rate = R110.80
Desktop Support Technician (Senior)		Maximum Chargeable Rate = R162.50
SERVICE DESK		
Service Desk Supervisor		Maximum Chargeable Rate = R147.12
Service Desk Agent (Junior)		Maximum Chargeable Rate = R74.10
Service Desk Agent (Intermediate)		Maximum Chargeable Rate = R103.41
Service Desk Agent (Senior)		Maximum Chargeable Rate = R132.95
ADHOC RESOURCES		
Quality Analyst		This resource is required on a quarterly basis for 16hrs. Maximum Rate = R193.00
Systems Trainer		Resource required as and when to train users on newly implemented office productivity software. Maximum Rate = R127.21
Microsoft SCSM (System Centre Service Manager) Specialist		Resource required for 20hrs/month. Maximum Rate = R550.00
Project Manager		Resource required as and when. Maximum Rate = R500.00
TOTAL (Exclusive of VAT)		

1.4 COMPUTER COMPONENTS (These include additional parts required in the maintenance/repairs of out-of-warranty computer equipment)

1.4.1 For this tender, Service providers will be offered a 10% mark up for any additional components or maintenance kits required for repairs/maintenance. The quotation for the computer components should be accompanied by the receipt from the supplier of the component.

1.4.2 Maintenance/Repair of Computer Equipment

Maintenance/Repair of Computer Equipment	
Labor Rate Per Hour (Exclusive Vat)	

5.PRICING SUMMARY

Service Description	Total (Exclusive of Vat)
1.1 Transition Services	
1.2 Ivanti System Maintenance	
1.3 Technical Resources	
1.4.2 Maintenance/Repairs of computer equipment	
TOTAL (Exclusive of VAT)	
VAT	
TOTAL (Inclusive of VAT)	



MBD1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF TSHWANE MUNICIPALITY					
BID NUMBER:	GICT 01 2022/23	CLOSING DATE:	12 July 2022	CLOSING TIME:	10:00
DESCRIPTION	TENDER FOR THE PROVISION OF ICT DESKTOP SUPPORT SERVICES FOR A PERIOD OF 3 YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

City of Tshwane Metropolitan Municipality					
Tshwane House					
320 Madiba street					
Pretoria CBD					
0002					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management	DEPARTMENT	SHARED SERVICES
CONTACT PERSON	Relebogile Malatswane	CONTACT PERSON	Olivia S. Matjila
TELEPHONE NUMBER	012 358 2735	TELEPHONE NUMBER	012 358 6018
EMAIL ADDRESS	RelebogileM@tshwane.gov.za	EMAIL ADDRESS	oliviamat@tshwane.gov.za

**PART B
TERMS AND CONDITIONS FOR BIDDING**

- | |
|---|
| 1. BID SUBMISSION |
| 1.1 BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. |
| 1.2 ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE |
| 1.3 THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 2. TAX COMPLIANCE REQUIREMENTS |
| 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. |
| 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. |
| 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. |
| 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. |



MBD 3.1

PRICING SCHEDULE: FIRM PRICES (PURCHASES)

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

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

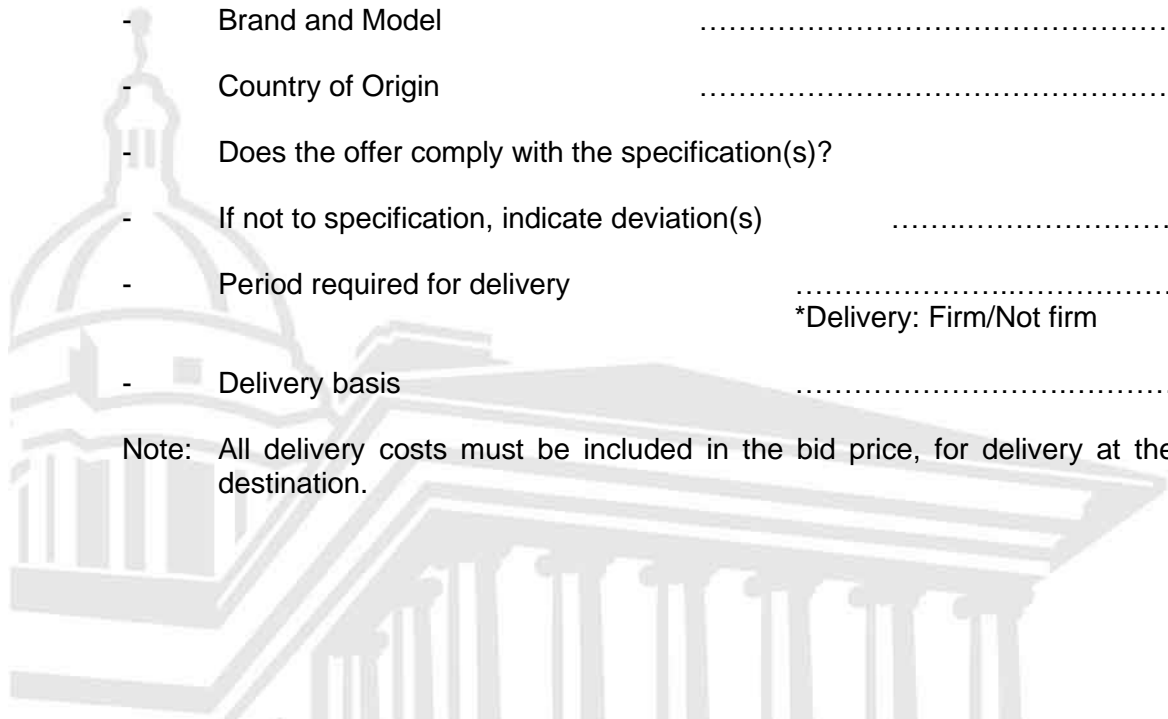
Name of Bidder.....	Bid Number
Closing Time	Closing Date

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by:
- At:
- Brand and Model
- Country of Origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- *Delivery: Firm/Not firm
- Delivery basis

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



- ** “all applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- * Delete if not applicable

PRICING SCHEDULE: NON-FIRM PRICES (PURCHASES)

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

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

Name of Bidder	Bid number
Closing Time	Closing Date

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery: *Firm/Not firm
- ** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- * Delete if not applicable

PRICE ADJUSTMENTS

A. NON-FIRM PRICES SUBJECT TO ESCALATION

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

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

Where:

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

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

Index..... Dated..... Index..... Dated..... Index..... Dated.....
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

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

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B. PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

ADJUSTMENT PERIODS	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE
1 st Adjustment	After 12 calendar months
2 nd Adjustment	After 24 calendar months

NB: Unless prior approval has been obtained from Supply Chain Management, no adjustment in contract prices will be made

3.9 Have you been in the service of the state for the past twelve months? **YES/NO**

3.9.1 If yes, furnish particulars.

.....

3.10 Do you have any 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**

3.10.1 If yes, furnish particulars.

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other 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**

3.11.1 If yes, furnish particulars.

.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

.....

3.14 Do you or any of the directors, trustees, managers, principle 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**

3.14.1 If yes, furnish particulars:

.....



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

Full Name	Identity Number	State Employee Number

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder





MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing? ***YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....
.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? ***YES / NO**

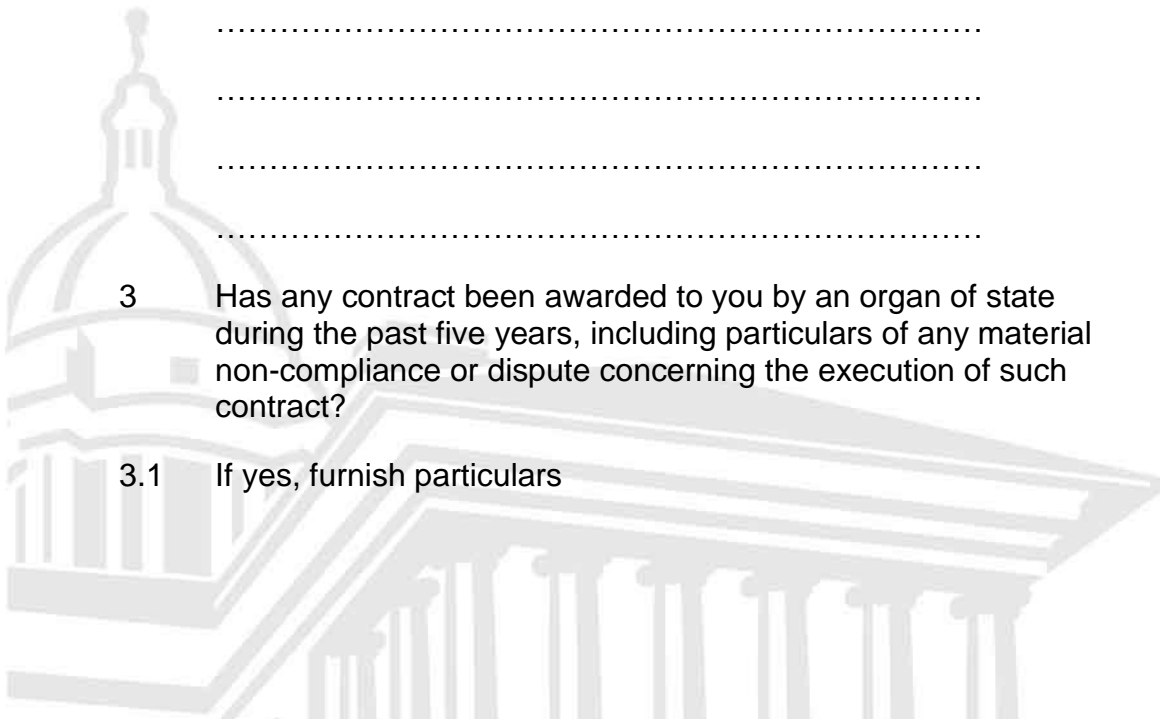
2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days. ***YES / NO**

2.2 If yes, provide particulars.

.....
.....
.....
.....

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? ***YES / NO**

3.1 If yes, furnish particulars



.....

.....

4.1 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? ***YES / NO**

4.1 If yes, furnish particulars

.....

.....

CERTIFICATION

**I, THE UNDERSIGNED (NAME)
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

.....

Date

.....

Position

.....

Name of Bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated **to exceed** R50 000 000 (all applicable taxes included) and therefore the **90/10** preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

	POINTS
PRICE	90
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 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 a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will

be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“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;
- (d) **“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;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- (f) **“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;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“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;

- (k) **“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;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defined by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“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;
- (p) **“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;
- (q) **“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;
- (r) **“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
- (s) **“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

P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 P_{\min} = 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	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

- 5.3 A Bidder other than EME or QSE 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:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 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 a sworn affidavit.

8. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

8.1.1. If yes, indicate:

- i) What percentage of the contract will be subcontracted%
- ii) The name of the sub-contractor
- iii) The B-BBEE status level of the sub-contractor

iv) Whether the sub-contractor is an EME.

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:

9.2 VAT number:

9.3 Company registration number:

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier

- Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

9.8 Total number of years the company/firm has been in business

9.9 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:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) 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;
- iv) 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 –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) 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
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE

ADDRESS:
.....
.....



MBD 7.2

CONTRACT FORM: RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **GICT 01 2022/23** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:	

CONTRACT FORM: RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as accept your bid under reference number dated..... for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury’s website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>
4.1.1	<p>If so, furnish particulars:</p>		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>

4.7. 1	If so, furnish particulars:		
-----------	-----------------------------	--	--

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM
TRUE AND CORRECT.**

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

.....

.....

Signature

Date

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

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

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

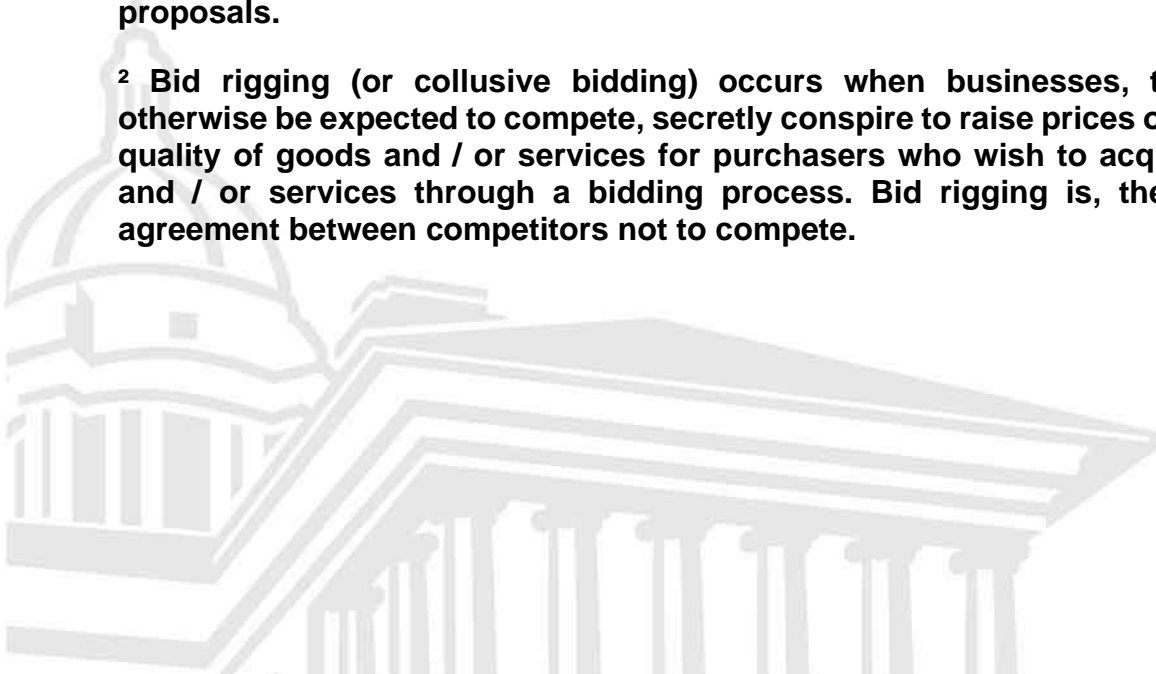
- a. take all reasonable steps to prevent such abuse;
- b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
- c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

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

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

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



CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: **GICT 01 2022/23**

TENDER FOR THE PROVISION OF ICT DESKTOP SUPPORT SERVICES FOR A PERIOD OF 3 YEARS

(GICT 01 2022/23)

in response to the invitation for the bid made by:

CITY OF TSHWANE MUNICIPALITY

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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



7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

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

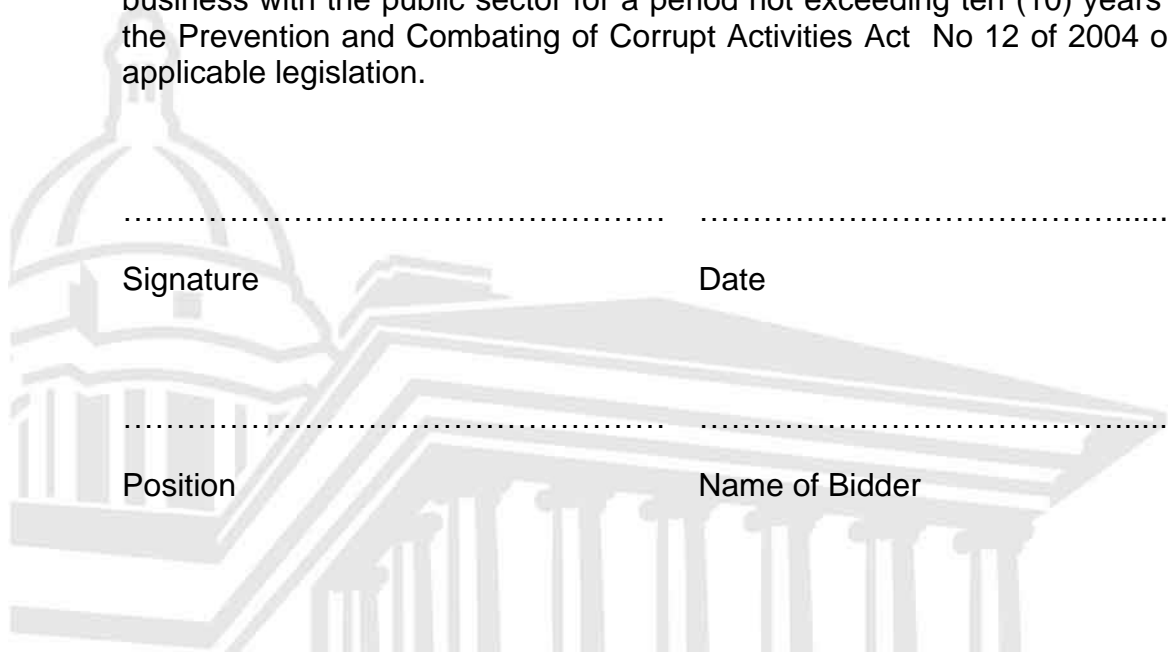
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

.....
Signature Date

.....
Position Name of Bidder



THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

1. Application

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

3. General

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

- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in 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.
- 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:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 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 inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 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 supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the 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 supplies 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 supplies 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 supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies 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 23 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, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

- 11. Insurance** 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 12. Transportation** 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13. Incidental services, services** 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts** 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 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 in SCC, 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 in SCC.
- 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 promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract

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

19. Assignment

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

20. Subcontracts

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

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 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 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.
- 21.5 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 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of 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

- 22.1 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:
 - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) 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 intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority 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:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) 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

24.1 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.

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	26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
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	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
	27.5	Notwithstanding any reference to mediation and/or court proceedings herein, <ul style="list-style-type: none"> (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.
28. Limitation of liability	28.1	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; <p>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</p> <p>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.</p>
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
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.
- 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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme**
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation
- 34. Prohibition of Restrictive practices**
- 34.1 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 (or bid rigging).
- 34.2 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 the Competition Act No. 89 of 1998.
- 34.3 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.

