

# DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY



**RE- APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND  
INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.  
T10/2025**

## TENDER DOCUMENT

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**NAME OF TENDERER:** .....

**TOTAL BID PRICE (EXCL. VAT):** .....

**TOTAL BID PRICE (INCL. VAT):** .....

**VAT AMOUNT:** .....

**CENTRAL SUPPLIER DATABASE NO:** .....

**TAX COMPLIANT STATUS PIN** .....

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## **TENDER**

This part of the Bid Specification Document consists of the following two sections:

- **Part T1: Tendering Procedures**

This section details the:

- tender notice and invitation to tender; and
- tender data pertaining to the rules of the tender and the evaluation method

- **Part T2: Returnable Documents**

This section details the:

- list of returnable documents for evaluation and contract purposes ; and
- returnable document requirements listed in Forms A to L

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**\*Part A: Tendering Procedures**

**A1. Tender Notice and Invitation to Tender**

Tenders are hereby invited from experienced vendors for the APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.

Tender documents will be obtainable from **Finance Dr Pixley Ka Isaka Seme Local Municipality** as from **06 March 2025** from the Dr Pixley Ka Isaka Seme Local Municipality Office in Volksrust against payment of a non-refundable levy of R594.00. Only EFT or cash will be accepted. Documents can be obtained during normal working hours which are 07h30 - 16h30 Mondays to Fridays **this bid document is also available at no cost on the e-Tender Website at <http://www.etenders.gov.za/content/advertised-tenders> and Municipal website at [www.pixleykaseme.gov.za](http://www.pixleykaseme.gov.za).**

Duly completed tenders enclosed in a sealed envelope marked “**TENDER NO: APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT; CLOSING DATE: 20 March 2025 at 12h00**” with the name of the Tenderer, shall be deposited in the tender box provided at the DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY in before **12h00** on the closing date. The tenders will be opened in public.

Technical queries may be directed to **Adv. M. Maroun** on **017 734 6100** or email: [records@pixleykaseme.gov.za](mailto:records@pixleykaseme.gov.za).

Administration enquiries may be directed to **Ms Melody Ralinotsi** on **017 734 6100** or email [records@pixleykaseme.gov.za](mailto:records@pixleykaseme.gov.za).

There will be NO compulsory clarification briefing. All tenders will be subjected to functionality evaluation. The 80/20 point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Policy Framework Act, Act No 5 of 2000; Section 2(1)(d)(i), Preferential Procurement Regulation 2022. And as in line with Dr Pixley Ka Isaka Seme Local Municipality SCM policy. 80 points will be allocated in respect of price and 20 points DPKISLM specific goals. All bidders must be registered on the Central Supplier Database (CSD).

Tenderers must have the necessary skills, experience and capacity to perform the required work.

The closing date and time for the tender is **20 MARCH 2025 at 12h00**. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

**Tenders are valid for a period of 90 days after the closing date**

Dr Pixley Ka Isaka Seme Local Municipality is not obliged to appoint the bidder with the lowest price but will consider the bidder scoring the highest number of points in line with the set criteria.

Dr Pixley Ka Isaka Seme Local Municipality reserves the right not to make any appointment for this tender.

**Mr. MA NGCOBO**

**MUNICIPAL MANAGER**

RE- APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.

**[MBD1] PART A**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY)</b>					
BID NUMBER:	<b>T10/2025</b>	CLOSING DATE:	<b>20 MARCH 2025</b>	CLOSING TIME:	<b>12H00</b>
DESCRIPTION	<b>APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>CNR ADELEIDE &amp;DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY</b>					
<b>Private Bag X9011 Volksrust , 2350</b>					
<b>Tender Box Situated at Main Entrance- Reception of DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY</b>					
<b>SUPPLIER INFORMATION</b>					
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	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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: _____					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	Finance- SCM Unit	CONTACT PERSON	Mr M. Maroun		
CONTACT PERSON	Ms Melody Ralinotsi	TELEPHONE NUMBER	<b>017 734 6100</b>		
TELEPHONE NUMBER	017 801 7155	FACSIMILE NUMBER	N/A		
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	records@gsibande.gov.za		
E-MAIL ADDRESS	records@gsibande.gov.za				

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, ACT No 5 of 2000; Section 2(1)(d)(i) AND THE PREFERENTIAL PROCUREMENT REGULATIONS 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b>	

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....



## A.2 Tender Data

### GENERAL CONDITIONS OF THE BID PROPOSAL

#### 2.1 Definitions

In these Conditions of Bid, words and expressions shall have the meanings assigned to them in the various parts of the Bid Documents and in addition, the following words and expressions shall have the meanings assigned to them hereunder:

Words and Expressions	Meaning
"Addendum" and "Addendum to Bid"	any document so entitled and pertaining to the Bid, as may be issued by the Council to prospective Bidders at any time prior to the Closing of Bids
"Authorised"	by or with the prior written instruction, consent or approval of the Council and "unauthorised" means the converse.
"Closing of Bids"	the time and date before which Bids must be received by the Council and after which no further Bids will be accepted by the Council.
"Conforming Bid"	a bid which is strictly in accordance with the Bid Documents in all respects, without variation, addition, omission or qualification whatever.
"Bidder"	any person, firm, or juristic party which submits a Bid to the Council in response to the Invitation issued or published by the Council inviting the submission of Bids.
"Bid Period"	the period between the issue by the Council, of an invitation to submit Bids for the project or the issue of the Bid Documents, whichever is the earlier, and the Closing of Bids.
brand names, trademarks, names, patent or producer,	Any reference in circumstances to brand names, trademarks, names, patent or producer, implies to be followed by the word " or similar" or " or equivalent".

#### 2.2 INTERPRETATION

##### 2.2.1 APPLICATION

These Conditions of Bid govern the submission and adjudication of proposals and the acceptance by the Council of any proposal. They shall not form part of nor be interpreted or construed as forming part of any subsequent Contract as may result from the acceptance by the Council of any Bid received, nor shall these Conditions of Bid have any force or significance in any such subsequent Contract.

##### 2.2.2 LANGUAGE

These Conditions of Bid shall be interpreted in the English language.

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### **2.2.3 GOVERNING LAW**

All Bids, as well as the adjudication thereof and the acceptance of any bid shall be subject to the law of the Republic of South Africa.

### **2.2.4 SINGULAR, PLURAL AND GENDER**

In these Conditions of Bid, words importing the singular include the plural and words imparting the masculine include the feminine and neuter and vice versa where the context requires.

### **2.2.5 HEADINGS AND SUB-TITLES**

The clause headings and sub-titles in these Conditions of Bid shall not be deemed to be part thereof nor be taken into consideration in the interpretation or construction thereof or of the Conditions of Bid.

### **2.2.6 SCHEDULE AND FORMS TO BE COMPLETED BY THE BIDDER**

2.2.6.1 Bidders must complete the proposal Documents where entries by the Bidder are required, in indelible black ink, and notice must be taken that tip-ex or any other corrective measures may not be used in the document.

2.2.6.2 All alterations must be initialled by the authorised submitter.

## **2.3 AMENDMENTS TO THE BID DOCUMENTS**

### **2.3.1 AMENDMENTS BY THE BIDDER**

2.3.1.1 Bidders shall not make any unauthorised amendment or addition to any part of the text or content of the proposal Documents. If any such unauthorised amendments, alterations or additions are made by the Bidder, these will be deemed to be of no force or significance in the Bid and will be ignored in the evaluation and adjudication of the Bid.

2.3.1.2 Any point of difficulty in the interpretation of the Bid Documents must be clarified with the Council as early as possible during the Bid Period. If a query by any Bidder is found to be of significance, the Council will inform all Bidders accordingly as soon as possible.

### **2.3.2 AMENDMENTS BY THE EMPLOYER**

2.3.2.1 The Council shall be entitled, at any time prior to the Closing of Bids, to make any variation, amendment or addition to, or omission from the Bid Documents, including to the time and date set for the Closing of Bids, by the issuing of an Addendum (or Addenda).

2.3.2.2 Any Addendum so issued shall be deemed to form part of the Bid Documents and shall be communicated in writing to all parties who have acquired the Bid Documents from the Council. Prospective Bidders shall comply in all respects with the content of any such Addendum and failure to do so will render any Bid subsequently submitted, as invalid.

2.3.2.3 No variation by the Council of the Bid Documents will be of any force or effect unless set out in an Addendum as described above, despite the fact that a variation of or amendment to the Bid Documents may have been implied in or may reasonably be inferred from any other document issued or statement made by the Council.

## **2.4 SIGNING OF BID**

The Bid must be signed in the presence of the subscribing witnesses, by the person named in the form entitled "Authority of Signatory" in the section "Forms to be Completed by the Bidder" of the Bid Documents, as duly authorised by the Bidder to do so.

## **2.5 CONFIDENTIAL NATURE OF DOCUMENTS**

The content of the Bid Documents is private and confidential and Copyright in every aspect thereof remains vested in the Council. Recipients of the Bid Documents shall not be entitled to utilise the Bid Documents or any part of the content thereof for any purpose whatsoever, other than for the preparation and submission of their Bid and shall, whether a Bid is submitted or otherwise, treat the details of the documents as private and confidential.

## **2.6 COSTS INCURRED BY BIDDERS**

The Council will neither be responsible for nor pay for any costs whatever, incurred by any Bidder or any recipient of the Bid Documents in preparing a Bid, nor in providing any such further information pertaining to the Bid as may be required by the Council or in terms of these Conditions of Bid.

## **2.7 ACCEPTANCE OF BID**

The Council is not bound to accept any Bid or the lowest bid sum offered, and reserves the right to award in part or in whole.

## **2.8 PERIOD OF VALIDITY OF BIDS**

2.8.1 Proposals shall remain valid and open for acceptance by the Council for a period of three (3) months after Closing of Bids.

2.8.2 Prices must be firm during this period and not linked to any exchange rate whatsoever.

## **2.9 REPUDIATION OF BID OR INVALIDATION OF CONTRACT**

2.9.1 If the Council is satisfied that the Bidder or any person, whether an employee, partner, director, member or shareholder of the Bidder, or a person acting on behalf of or with the knowledge of the Bidder:

2.9.1.1 Has offered, promised or given a bribe or other gift or remuneration or reward to any person in connection with obtaining a contract; or has acted in a fraudulent or corrupt manner in obtaining a contract; or

2.9.1.2 Has approached an officer or employee of the Council in order to influence the award of a contract in the Bidder's favour; or

2.9.1.3 Has entered into an agreement or has made an arrangement, whether legally binding or not, with another person, firm or company to:

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2.9.1.3.2 Refrain from bidding for this Contract; or

2.9.1.3.2 as to the amount of the Bid to be submitted by either party;

2.9.1.3.3 Except only where such other person or firm is named in the Bid as a prospective member of an intended Joint Venture to be formed if the Bid is accepted by the Council; or

2.9.1.4 Has disclosed to another person, firm or company other than the Council, the exact or approximate amount of its proposed Bid, except only when:

32.9.1.4.1 the disclosure, in confidence, had been necessary in order to obtain insurance premium quotations required for the preparation of the Bid; or

2.9.1.4.2 such other person, firm or company is named in the Bid as a prospective member of an intended Joint Venture to be formed if the Bid is accepted by the Council;

2.9.2 The Council may, in addition to other legal remedies, repudiate the Bid or declare the Contract invalid if the Contract has been awarded.

## **2.10 BIDDER'S ADDRESS FOR THE DELIVERY OF NOTICES**

Each Bidder shall, indicate a place in the Republic of South Africa and specify it in the "Bidders Particulars" form, where legal process and all notices pertaining to the Bid may be delivered to him. Such address shall not be a postal box, private bag or electronic address, but shall be the address of a physical location within South Africa (e.g. street address, property/stand number or farm name etc.).

## **2.11 ADDITIONAL INFORMATION REQUIRED**

2.11.1 The Council may request any Bidder to clarify any aspect of its Bid and also reserves the right to instruct a public accountant to report on the financial status of the Bidder, and the Bidder must render all reasonable assistance in such an investigation.

2.11.2 The additional information so obtained, as well as all written information submitted by the Bidder with and in support of its Bid, will be considered to form the basis on which the Bid has been prepared and submitted.

## **2.12 TAXES AND LEVIES**

The bidder must submit with this bid an original and valid Tax Pin from the South African Revenue Services (SARS).

## **2.13 CLEARANCE FROM MUNICIPALITIES**

The contractor must provide clearance from the municipality where they are based indicating that they are not in arrears with regard to their respective municipal services accounts.

## **2.14 NO ACCEPTANCE OF BIDS FROM PERSONS IN THE SERVICE OF THE STATE**

2.14.1 No bids will be considered from persons in the service of the state

2.14.1.1 MSCM Regulations: “in the service of the state” means to be –

2.14.1.1.2 a member of any municipal council;

2.14.1.1.3 a member of any provincial legislature; or

2.14.1.1.4 a member of the national Assembly or the national Council of provinces;

2.14.1.1.5 a member of the board of directors of any municipal entity;

2.14.1.1.6 an official of any municipality or municipal entity;

2.14.1.1.7 an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

2.14.1.1.8 a member of the accounting authority of any national or provincial public entity; or

2.14.1.1.9 an employee of Parliament or a provincial legislature.

## **3. SPECIAL CONDITIONS OF THE BID PROPOSAL**

3.1 The transaction shall be subject to any stipulations in any Act, Ordinance or By-law pertaining thereto.

3.2 No proposals by any person that is not competent to enter into an agreement will be considered and if it is established that it is the case, the contract agreement in this regard will be considered null and void by Council.

3.3 Disputes must be settled by means of mutual consultation, mediation (with or without legal representation) or when unsuccessful, in a South African court of law on an attorney and client scale.

3.4 Should any legal action be deemed necessary to determine any aspect arising out of these conditions or to enforce any rights in terms of these conditions, then and in that event the parties hereto agree categorically to the jurisdiction of the Magistrate’s Court to hear such action and to pass judgment notwithstanding the fact that the cause of action is beyond the jurisdiction of the Court: Provided always that Council shall have the right in its sole discretion to take action in any competent higher court in any matter exceeding the ordinary jurisdiction of the Magistrate’s Court.

3.5 Council reserves the right to accept any cost proposal in a bid submitted or part thereof and will not be obliged to accept the lowest bid price submitted in a bid OR any cost proposal submitted.

3.6 Council reserves the right to alter quantities based on the supplied rates.

3.7 All Bids will be adjudicated in terms of the Dr Pixley Ka Isaka Seme Local Municipality’s SCM Policy and in compliance with the criteria as set out in the Procurement Policy Framework Act, Act No 5 of 2000; Section 2(1)(d)(i), Preferential Procurement Regulation 2022.

3.8 The successful bidder(s) must accept to make good or reimburse the Council on all damages or repairs that arise from the actions in executing this bid award.

3.9 The successful bidder(s) must accept to remove all equipment, restore the system(s) to the original state(s) at their own costs and and/or reimburse the Council in full in the event of failing to deliver as proposed in this bid.

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3.10 The successful bidder(s) will at all times report to and obey the instructions of the Council's representative in relation to this bid.

3.11 Any variation to the execution in terms of this bid must be by mutual agreement by all parties concerned and served with official notices in writing.

#### **4. TERMS OF REFERENCE**

PROSPECTIVE BIDDERS ARE HEREBY INVITED TO SUBMIT BIDS FOR THE **APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.**

#### **4.1 GENERAL INFORMATION**

##### **4.1.1 Purpose**

4.1.1.1 Dr. Pixley Ka Isaka Seme Local Municipality request for service provider for supply, delivery and installation of the telephone system on a 36 months lease contract.

##### **4.1.2 TYPE OF CONTRACT**

4.1.2.1 The contract will be to **Supply, Delivery and Installation of the Telephone System on a 36 months lease contract.**

#### **4.2 SUBMISSION OF PROPOSALS (BIDS)**

4.2.1 Each bidder is required to return the complete set of bid documents (including drawings if applicable) with all the required information and complete in all respects.

4.2.2 The original Bid document must be submitted together with your detailed proposal (Annexure B).

4.2.3 Bidders must initial all the pages of the proposal document and sign the Bidder particulars page in full (Page 2).

4.2.4 The cost proposal on your official quote(s) submitted in your Annexure B may not contain unbalanced rates.

4.2.5 Your official quote must reflect your Trade Name, Legal Name, Vat Registration Number, Postal Address, Physical Address, Banking Details and sufficient technical description as applicable.

4.2.6 Any items that do not appear on your official quote as required in 2.2.5, may be submitted on your official letter head.

4.2.7 Bidders shall not tamper with the Bid Documents which must be submitted as issued. Where Bid Documents have been issued in a bound condition, and found to have been unbound and rebound may be deemed unacceptable.

4.2.8 The proposal document and all Addenda as may have been issued by the Council, duly signed, by an authorised agent, together with the Bidder's covering correspondence (if any) and detailed proposal must be enclosed in a sealed envelope, clearly endorsed on the outside.

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4.2.9 The Bid proposal must be placed and sealed in an envelope clearly marked “**DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY REQUEST TO APPOINT SERVICE PROVIDER FOR SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON 36 MONTHS LEASE CONTRACT**” and must be deposited in the bid box of Dr Pixley Dr Pixley Ka Isaka Seme Local Municipality situated in the reception on or before the closing date of **20 March 2025** at **12H00**.

4.2.10 Bids must be placed in the tender box of the Municipality before the Closing of Bids, situated at:

The Main Reception  
Dr Pixley Ka Isaka Seme Local Municipality  
Corner of Adelaide Tambo Street & Dr Nelson Mandela Drive  
Volksrust  
2470

4.2.11 The bids will be opened in public.

4.2.12 Telegraphic or facsimile transmission of bids, save only for amendments to or withdrawal of bids already submitted, in accordance with Conditions of Bid, will not be permitted.

4.2.13 Bids received after the Closing of Bids and time will not be considered.

34.2.14 Bidders will not be permitted to alter their Bid Sum after Bids have been opened.

4.2.15 A Bidder may not submit more than one Conforming Bid.

4.2.16 The Bid must include the company profile with the completion of all the forms as provided in this bid.

4.2.17 The bid must be signed by an authorised agent.

### **4.3 BACKGROUND**

4.3.1 The Dr Pixley Ka Isaka Seme Local Municipality (DPKISLM) has a service provider that provides with telephone system, the contract with the service provider is ending soon therefore the municipality is requesting for service provider for provision and hosting of the telephones systems for the contract of three years.

### **4.4 SPECIFICATIONS/DELIVERABLES**

The specifications shall entail the following:

#### **Solution Requirements**

#### **Telecommunications and Infrastructure Environment**

**Head Office: 30 x SIP Trunk Access**

**6 x Analogue FXO Trunk Access**

**1 x Operators Console**

**40 x Manager Users**

**110 x Analogue Users**

**1 x Telephone Management System.**

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**Integration into existing switching systems required via IP Based solution for remote sites:**

**Workshop: 4 x IP Based Remote Extensions**

**Amersfoort: 4 x IP Based Remote Extensions**

**Wakkerstroom: 4 x IP Based Remote Extensions**

**Perdekop: 4 x IP Based Remote Extensions**

**Library: 4 x IP Based Remote Extensions**

**Environmental Department: 2 x IP Based Remote Extensions**

**Traffic Department: 2 x IP Based Remote Extensions**

**Vukuzakhe: 1 x IP Based Remote Extensions**

**Daggakraal: 4x IP Based Remote Extensions**

**Disaster management: 3 IP Based Remote Extensions**

**Swimming pool: 1 x IP Based Remote Extensions**

**Scope and Objectives**

This scope provides detailed quantity and specification requirements by type of user and location for the required solution. Bidder should use the quantities outlined in above when building their solution.

**Section 1 Hybrid IP-Based VoIP Telephony Solution**

**1.1 Minimum System Technical Requirements**

In addition to other specifications set forth herein, the proposed solution must meet the following minimum requirements:

**Asset management** and protection, ensuring the capital investment provides flexibility in adapting future changes in technology. The solution must

- Support deployment in a vendor-neutral network infrastructure
- Adhere to IP standards
- Provide a secure, centrally hosted/managed solution to reduce complexity and costs
- Insure license based, cost-effective growth through a scalable architecture
- Support integration with current infrastructures as well as provide interfaces to legacy devices via industry standards
- Provide a common interface for managing endpoint client configurations
  - Use the same communications hardware and software nationally, adjusted as necessary for local regulations and operating conditions



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- **Hybrid IP-Based VoIP Solution:** The proposed system and components must be an industry standard, IP-based solution. The proposed system must use IP as the method of session initiation for calling activity and support IP clients. The system must not rely on the Dr Pixley Ka Isaka Seme Local Municipality network infrastructure to perform the switching required to make call connections. The Dr Pixley Ka Isaka Seme Local Municipality will require solutions that rely on both TDM switching matrix as well as IP-Based support to perform these functions (e.g., Hybrid TDM/IP solutions).
- **Centralized Call Control, Applications and Management:** The proposed system should constitute a single system design with centralized call control processors at the headquarter location (i.e., data center). Applications, including management solutions, should also be centralized at the headquarter location. All end users will have access to all common system resources, features and applications. Administrators should be able to easily perform necessary Moves, Adds and Changes (MAC), as well as maintenance activity, from headquarter location, as well as remotely, as may be required.
- **Single System Image:** The proposed system must provide a single system image across all locations and users (e.g., dial plan, station/system feature access, management, etc.). The system should be able to grow to 250 Users without hardware replacements.

Bidder should confirm that the solution meets the minimum requirements set forth above and include a brief overview of how the proposed solution meets these requirements. Bidder should clearly state any areas of non-compliance.

## 1.2 System Architecture

### 1.2.1 Host

Provide a description of the proposed system's hardware and software architecture. Include, at a minimum, the following information:

- System Capability and Architecture
- Confirm that the solution is IP-based (e.g., supports and IP registration, call setup, control and call teardown)
- Confirm the System supports an integrated Hybrid design (e.g. Analogue, Digital, SIP, IP, Fax device support)

### 1.2.2 LAN/WAN Requirements

The Dr Pixley Ka Isaka Seme Local Municipality requires a solution that can interoperate over industry standard infrastructures. Utilization of the existing network infrastructure is desired; however remote WAN infrastructure should form part of the bidder's solution design. Infrastructure changes to the existing network infrastructure should be included by the bidder where required to provide high quality voice service to users or to ensure reliability, including but not limited to remote sites.

Please confirm that solution utilizes industry standard network infrastructures and protocols and does not require data equipment from a specific vendor.

## 1.3 Public and Private Network Requirements

**1.3.1 PSTN Access Requirements**

The proposed solution must support for both traditional TDM circuits, as well as IP trunking support. The Dr Pixley Ka Isaka Seme Local Municipality requires the latitude to be able to take advantage of either interface to the PSTN based on specific location requirements. Please confirm that solution supports the ability to deploy either access at any site and provide a brief description of how various accesses are supported (e.g., analog/PRI/T1 gateways available, how IP trunking is supported, etc.).

**1.3.2 Private Network Requirements**

The proposed solution must provide a true single system image across locations, including dialing between all stations, feature transparency across all locations and centralized systems management using a single unified database. Bidder should confirm compliance and briefly describe how the proposed system connects multiple remote sites in a private network design arrangement with single system image

1.4 Industry Standards Support

**1.4.1 Industry Standard QoS Support**

Implementation of systems that support industry standards for QoS, such as 802.1p, 802.1Q and DiffServ (differentiated services) is vital. Proposed solutions should comply with these standards.

1.5 Maximum Capacities and Growth

**1.5.1 Scalability and Growth**

The proposed system must accommodate growth requirements at the host and other sites. Bidder should describe what is required to expand the proposed system meet growth requirements beyond the proposed configuration. Include in your description how the system scales to support up to 250 users with the call control servers proposed. If additional servers are required, please state additional servers required to meet the capacity stated.

**1.6.1 End-User Features**

Bidder should complete the following end-user feature table. In the Comply column, state whether the feature is supported. ("Y" = Yes and "N" = No).

In the Comments column, Bidder should provide:

Any explanation for non-compliance (e.g., expected in a future release)

	YES	NO
End User/Subscriber/System Features Comply		
Account Code		
Automatic Extension Release		
Automatic Fax Transfer		
Alternate Extension Group		
Auto Forwarding		
Automated Attendant		
Automatic Recording (Two Way)		
Automatic Fax Delivery		
Back Ground Music (BGM)		
Calling Line Identification (CLI)		
End User/Subscriber/System Features Comply		
Call Waiting		

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Call Forwarding		
Call Pick Up		
Call Monitor		
Calling party Control (CPC)		
Call Transfer		
Call Hold		
Call Park		
Computer Telephony Integration		
Cellular Phone Features		
Caller Transfer to Outside Destination		
Caller ID Routing		
Caller ID Screening		
Caller Name Announcement		
Class of Service (CoS)		
Conference		
Conference Group Calling		
Calling/Connected Line Identification Presentation		
Common Extension Numbering Multi PBX (Networked Nodes)		
Centralized Voice Processor (Networked Nodes)		
Centralized Busy Lamp Field (Over Networked Nodes)		
Direct Inward Dialing (DDI)		
Do Not Disturb		
Dial Type Selection		
Dial Tone Transfer		
Data Line Security		
Direct Inward System Access		
Dial Tone		
End User/Subscriber/System Features Comply		
Direct Service Access		
Dialing by Name		
Digital Signal Processor (DSP) Advisor/Reservation		
DHCP Server/Host (Dynamic Host Configuration Protocol)		
DHCP Support (Devices)		
Executive Busy Override		
Headset Operation		
Hands free Operation		
External Sensor/Relay Control		
Extension Personal Identification Number		
Extension Feature Clear		
Enhanced Walking Extension		
Email/Text Notifications		
Extension Groups		

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External Message Delivery Service		
Email Notification – Extension Users		
Email Notification – System Events		
Flash/Recall/Terminate		
Fixed Buttons/Flexible Buttons		
Forward to Mailbox		
Group Call Distribution		
Group Distribution List		
Gateway Groups		
Hot Line		
Hold		
Holiday Service		
Intercept Routing		
Intercept Call Features		
Internal Call Block		
End User/Subscriber/System Features Comply		
Integration With Outlook		
Incoming Call Log		
Intercept Routing to a mailbox		
Intercom Paging		
Interview Service		
Incomplete Call Handling Service		
Integrated Services Digital Network (ISDN)		
IP Telephony		
Log In/Log Out		
Line Preference		
LED Indication		
Live Call Screening (LCS)		
Local Alarm information		
Mute		
Message Waiting		
Message Waiting Notification Device/Lamp		
Multilingual Service		
Mailbox		
Mailbox Capacity Warning		
Manager Service Switching		
End User/Subscriber/System Features Comply		
Message Transfer		
Monitor Features		
Outgoing Message		
On Hold Announcement		
Operator Service		
Overflow Features		
Pre-dialing		
Password Administration		
PIN Call routing		
Port Service		
Personal Auto Attendant		

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Personal Greeting		
Peer to Peer Communications (P2P)		
Power Fail Transfer/Restart		
Paging		
Queuing Features		
Speed Dialing System/Personal		
Station Message Detail Recording (SMDR)		
Syslog Record Management		
System Back Up /Restore		
Simple Network Management Protocol		
IP (Session Initiation Protocol)		
Trunk Busy Out		
Trunk Call Limitation		
Timed Reminder		
Toll Saver		
UCD		
VIP Call		
Verification Code		
VoIP (Voice Over Internet Protocol)		

**FINANCIAL AND CONTRACTUAL ARRANGEMENTS**

- The following conditions are set by the Dr Pixley Ka Isaka Seme Local Municipality:
- The Council accepts the original bid price will be valid for 90 days (3 months).
- Payment will be made within 30 days after receipt of invoices.

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**FUNCTIONALITY EVALUATION**

The following is the criteria that the Bidders will be evaluated for Functionality:

Functionality points shall be awarded according to below criteria:	
CRITERIA	WEIGHTING
<p><b>Company work Experience (please attach copy of appointment letter and completion letter of a similar project )</b></p> <p>Previously successfully completed telephone system project with 5 years' or more experience on VOIP <b>40 points</b></p> <p>Previously successfully completed telephone system project with 4 years' experience on VOIP <b>30 points</b></p> <p>Previously successfully completed telephone system project with 3 years' experience on VOIP <b>20 points</b></p> <p>Previously successfully completed telephone system project with 2 years' experience on VOIP <b>10 points</b></p> <p>Previously successfully completed telephone system project with 1 year experience on VOIP <b>5 points</b></p> <p>No experience on telephone system project <b>0 point</b></p>	<p><b>Maximum 40 points</b></p>
<p><b>Qualifications for personnel</b></p> <p>Certified voice IP PBX Qualification/s 15 points</p> <p>Certified Network Engineer 10 points</p>	<p><b>Maximum 15 Points</b></p>
<p><b>VOIP Technician Experience / Technical Personnel Experience</b></p> <p>Experience of VOIP Technician Experience / Technical Personnel with 5 years' experience <b>20 points</b></p> <p>Experience of VOIP Technician Experience / Technical Personnel with 3-4 years' experience <b>15 points</b></p> <p>Experience of VOIP Technician Experience / Technical Personnel with 2 years' experience <b>10 points</b></p> <p>Experience of VOIP Technician Experience / Technical Personnel 1 year experience <b>5 points</b></p> <p>No experience of VOIP Technician / Technical personnel <b>0 points</b></p>	<p><b>Maximum 20 Points</b></p>
<p><b>TOTAL POINTS</b></p>	<p><b>75 POINTS</b></p>

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According to the MFMA Circular No. 53 of the Municipal Finance Act No. 56 of 2003, Bidders will also be evaluated on Functionality. The minimum Score for functionality is 60% of 75 points.

**60 % MINIMUM POINTS TO BE OBTAINED**

**Part B: Returnable Documents**

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required (Compulsory to be completed and submitted) for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return all information requested.

**RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES**

<u>MBD 1: INVITED TO BID ( Compulsory) .....</u>	<u>06</u>
<u>Form A: Declaration of Bidder's Past Supply Chain Management Practices.....</u>	<u>25</u>
<u>Form B: Declaration of Interest(Compulsory) .....</u>	<u>27</u>
<u>Form C: Authority of Signatory(Compulsory).....</u>	<u>31</u>
<u>Form D: SARS Declaration of Good standing (CSD Registered )(Compulsory).....</u>	<u>34</u>
<u>Form E: Financial References / Bank Details.....</u>	<u>36</u>
<u>Form F: Municipal Utility Account (Compulsory).....</u>	<u>38</u>
<u>Form G: Preference Schedule .....</u>	<u>40</u>
<u>Form H: Contract Form.....</u>	<u>46</u>
<u>Form I: Certificate of Independent Bidder Dertemination.....</u>	<u>54</u>
<u>Form J: Declaration of Procurement above 10 Million .....</u>	<u>57</u>
<u>Form K: Pricing Schedule / Bill of Quantities(Compulsory) .....</u>	<u>60</u>
<u>Form L: Form of Offer (Compulsory) .....</u>	<u>65</u>

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**ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – MBD 1:**

**1. For Closed Corporations**

- CK1 or CK2 as applicable (Founding Statement)

**2. For Companies**

- A copy of the Certificate of Incorporation
- Certified Copies of the ID's of the Directors (NOT OLDER THAN 3 MONTHS) and
- the shareholders register

**3. For Joint Venture Agreements**

- Copy of the Joint Venture Agreement between all the parties,
- as well as the documents in (1) or (2) of each Joint Venture member.

**4. For Partnership**

- Certified Copies of the ID's of the partners (NOT OLDER THAN 3 MONTHS)

**5. One-person Business / Sole trader**

- Certified Copy of ID (NOT OLDER THAN 3 MONTHS)

**6. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT (Compulsory)**



**FORM A: DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)**

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) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audialterampartem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) 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"/>

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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 (name)

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

I accept that the state may reject the bid or act against me in terms of paragraph 23 of the general conditions of contract should this declaration prove to be false.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of bidder

**FORM B: DECLARATION OF INTEREST (MBD4)**

1 Any legal person, including persons employed by the State<sup>1</sup>, or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where:

- the bidder is employed by the State; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below

<sup>1</sup>“State” means:

- a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- b) any municipality or municipal entity;
- c) provincial legislature;
- d) National Assembly or the National Council of Provinces; or
- e) Parliament.

<sup>2</sup> “Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

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Name of person / director / trustee / shareholder/ member:

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Name of state institution at which you or the person connected to the bidder is employed:

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Position occupied in the state institution:

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Any other particulars:

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2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars:

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2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.10.1 If so, furnish particulars:

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2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES / NO**

2.11.1 If so, furnish particulars:

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**2. Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Personal Number

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**3. DECLARATION**

I, the undersigned (name)

\_\_\_\_\_ certify that the information furnished in paragraphs 2 and 3 above is correct.

I accept that the state may reject the bid or act against me in terms of paragraph 23 of the general conditions of contract should this declaration prove to be false.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of bidder

RE- APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.

**FORM C: AUTHORITY OF SIGNATORY**

Details of person responsible for tender process:

Name :

\_\_\_\_\_

Contact number :

\_\_\_\_\_

Office address :

\_\_\_\_\_

Signatories for **close corporations and companies** shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

A **one- man business (Sole trader/owner)** shall confirm by attaching hereto a certified proof that he/she is the sole owner of the business e.g. (attaching a CK or company registration documents )

---

**PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:**

"By resolution of the board of directors passed on *(date)* \_\_\_\_\_

Mr \_\_\_\_\_

has been duly authorized to sign all documents in connection with the Tender for:

**APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT**

and any Contract which may arise there from on behalf of:

\_\_\_\_\_  
*(BLOCK CAPITALS)*

SIGNED ON BEHALF OF THE COMPANY IN HIS CAPACITY AS:

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

FULL NAMES OF SIGNATORY: \_\_\_\_\_

\_\_\_\_\_

AS WITNESSES: 1. \_\_\_\_\_

2. \_\_\_\_\_

RE- APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.

**PRO-FORMA FOR JOINT VENTURES:**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise

Mr/Ms \_\_\_\_\_,

authorised signatory of the company \_\_\_\_\_,  
 acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature: _____ Name: _____ Designation: _____
		Signature: _____ Name: _____ Designation: _____
		Signature: _____ Name: _____ Designation: _____
		Signature: _____ Name: _____ Designation: _____

**A Joint Venture Agreement and a (duly signed and dated original or certified copy of the letter of the authorised signatory on the Company Letterhead ) or a certified authorisation by the participating members of the undersigned to submit tenders and conclude contracts on behalf of the joint venture**



RE- APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.

**ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM C:**

- Duly signed and dated original or certified copy of Authority of Signatory on company letterhead.(Private Companies ,Close corporations & Joint ventures)
- A **one- man business (Sole trader/owner)** shall confirm by attaching hereto a certified proof that he/she is the sole owner of the business e.g. (attaching a CK or company registration documents )

**FORM D: DECLARATION OF GOOD STANDING REGARDING TAX**

The original Tax Pin must be submitted together with the bid. Failure to submit the Tax Pin will result in the invalidation of the bid. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Pin.

**MBD 2 Tax Pin Requirements**

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

1. In order to meet this requirement bidder is required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Pin Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Pin that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Pin must be submitted together with the bid. Failure to submit the original and valid Tax Pin will result in the invalidation of the bid. Certified copies of the Tax Pin will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Pin.

RE- APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.

**ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM D:**

- Proof of Registration with Central Supplier Database (CSD)
- SARS e-filing PIN

RE- APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.

**FORM E: FINANCIAL / BANK DETAILS**

**Notes to tenderer:**

1. The tenderer shall attach to this form a letter from the bank confirming the bank account and details
2. The tenderer’s banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

<b>BANK NAME:</b>		
<b>ACCOUNT NAME:</b> <i>(e.g. ABC Civil Construction cc)</i>		
<b>ACCOUNT TYPE:</b> <i>(e.g. Savings, Cheque etc.)</i>		
<b>ACCOUNT NO:</b>		
<b>ADDRESS OF BANK:</b>		
<b>CONTACT PERSON:</b>		
<b>TELEPHONE NUMBER OF BANK OR CONTACT PERSON:</b>		
How long has this account been in existence (tick which is appropriate):	0-6 months	
	7-12 months	
	13-24 months	
	More than 24 months	

Name of Tenderer: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Full name of signatory: \_\_\_\_\_

\_\_\_\_\_

RE- APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.

**ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM E:**

- Original or certified copy of a letter from tenderer's bank (not older than three months from tender closure and must have a bank stamp)

RE- APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.

**FORM F: MUNICIPAL UTILITY ACCOUNT**

**DECLARATION BY THE TENDERER**

I the undersigned \_\_\_\_\_

\_\_\_\_\_ has been duly authorized to sign all documents with the Tender for:

**APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT**

on behalf of

\_\_\_\_\_  
*(referred to herein as "the Bidder")*

hereby make a declaration as follows:

1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF  
THE COMPANY

\_\_\_\_\_

IN HIS CAPACITY AS

\_\_\_\_\_

DATE

\_\_\_\_\_

FULL NAMES OF SIGNATORY

\_\_\_\_\_

RE- APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.

**ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM F:**

- Municipal utility account invoice must be in line with the address on the CSD (not older that three months).
- If the company is operating on leased premises, both the lease agreement and the Municipal Utility account invoice must be attached, the same address as in both documents. (failure to do so will lead to disqualification).
- If the Director or the bidder is not the person owning the account for municipal utility bidder Must attach proof of agreement to operate in the premises with the person responsible for utility account that is not owing more than 90 days, should the bidder fail to attach proof will be disqualified.

**FORM G: PREFERENCE SCHEDULE**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

---

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

- 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 To be completed by the organ of state**

a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

**2. DEFINITIONS**



RE- APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

##### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

#### 3.2. FORMULAR FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

##### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

RE- APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.

Where

RE- APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

**4. POINTS AWARDED FOR SPECIFIC GOALS**

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

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

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.*

*Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)*

**Preference point system for acquisition of goods criteria for preferential procurement to achieve specific goals.**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
At least 51% Black	4	
At least 51% Youth	5	
At least 51% Women	5	
At least 51% People Living with Disability	2	
Demographic/ Area/ Locality- Gert Sibande District	4	
<b>TOTAL</b>	<b>20</b>	

RE- APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.  
DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering 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) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

RE- APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.

	.....
	<b>SIGNATURE(S) OF TENDERER(S)</b>
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....

RE- APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.

**ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM G:**

- B-BBEE Certificate or Sworn Affidavit (Compulsory)

**FORM H: CONTRACT FORM – (i) PURCHASE OF GOODS/WORKS**

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

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to the **DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY** in accordance with the requirements and specifications stipulated in bid number **T10/2025** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Central Supply Database registration;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment 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.

RE- APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.

**NAME (PRINT)** .....

**CAPACITY** .....

**SIGNATURE** .....

**NAME OF FIRM** .....

**DATE** .....

<b>Witnesses</b>
1.....
2.....
<b>DATE:</b> .....

**(ii) CONTRACT FORM - RENDERING OF SERVICES**

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

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

- 7. I hereby undertake to render services described in the attached bidding documents to the **DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **T10/2025** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
  
- 8. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (iv) Bidding documents, viz
    - Invitation to bid;
    - Central Supply Database registration;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder’s past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (v) General Conditions of Contract; and
  - (vi) Other (specify)
  
- 9. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
  
- 10. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.



RE- APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.

- 11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 12. I confirm that I am duly authorised to sign this contract.

**NAME (PRINT)** .....

**CAPACITY** .....

**SIGNATURE** .....

**NAME OF FIRM** .....

**DATE** .....

<b>Witnesses</b>
1.....
2.....
<b>DATE:</b>
.....

## PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I ..... in my capacity as .....accept your bid under reference number **T10/2025** dated **20 March 2025**,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)
APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT				

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

SIGNED AT .....ON THIS .....DAY..... OF 2025

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

**(i) CONTRACT FORM - SALE OF GOODS/WORKS**

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

## **PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from **DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY** in accordance with the requirements stipulated in (bid number) **T10/2025** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Pricing schedule(s);
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - 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) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(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 fulfilment of this contract.
5. I undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

RE- APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.

**NAME  
(PRINT)** .....

**CAPACITY** .....

**SIGNATURE** .....

**NAME OF  
FIRM** .....

**DATE** .....

<b>Witnesses</b>
1.....
2.....
<b>DATE:</b> .....

**(ii) CONTRACT FORM - SALE OF GOODS/WORKS**

**PART 2 (TO BE FILLED IN BY THE SELLER)**

1. I .....in my capacity as ..... accept your bid under reference number **T10/2025** dated **20 MARCH 2025** for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).
2. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE.....

**FORM I: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

RE- APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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) <sup>2</sup> 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:

<sup>1</sup>Includes price quotations, advertised competitive bids, limited bids and offers.

<sup>2</sup>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 (MBD 9)**

I, the undersigned, in submitting the accompanying bid:

**T10/2025:**

**APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.**

*(Bid Number and Description)*

in response to the invitation for the bid made by:  
**DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY**  
*(Name of Municipality / Municipal Entity)*

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

I certify, on behalf of: \_\_\_\_\_ that:  
*(Name of Bidder)*

- 1 I have read and I understand the contents of this Certificate;
- 2 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3 I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4 Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
- 5 For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - a) has been requested to submit a bid in response to this bid invitation;
  - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 6 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 7 In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) geographical area where product or service will be rendered (market allocation)
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a bid;
  - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - f) bidding with the intention not to win the bid.
- 8 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

RE- APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.

- 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.

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Signature

---

Date

---

Position

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Name of bidder

<sup>3</sup> *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.*



**FORM J: 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
  - 1.2. 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.
  - 1.3. 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
  - 1.4. If yes, furnish particulars  
.....  
.....  
.....
  
- 4. 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
  - 1.5. If yes, furnish particulars  
.....  
.....  
.....

RE- APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.

.....

**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

RE- APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.

**ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM J:**

- 3 Year audited financial statements. (NOT APPLICABLE)

**FORM K: 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 #: T10/2025	Closing Time: 12h00	Closing Date: 20 MARCH 2025	

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

.....  
.....

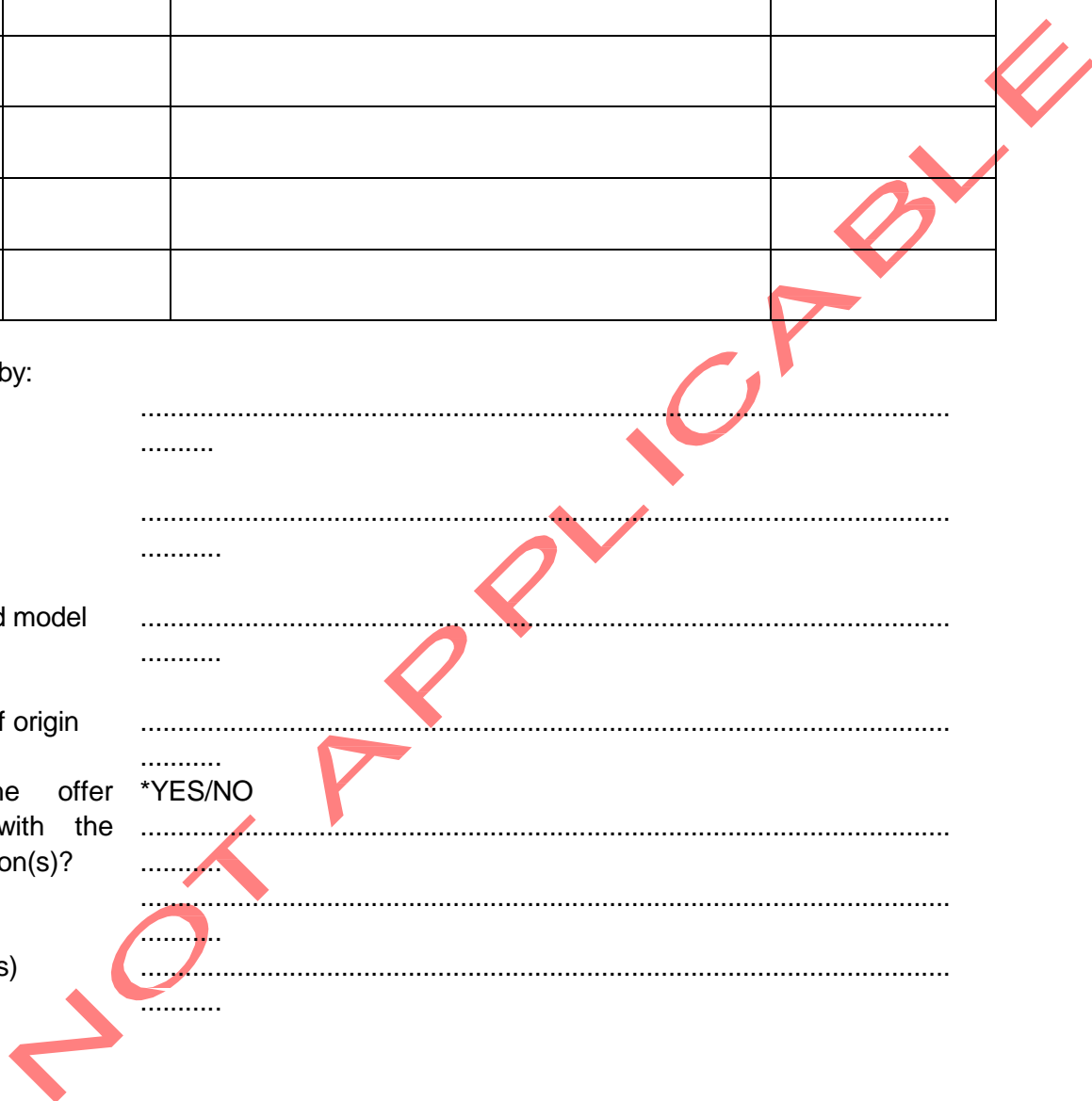
Does the offer comply with the specification(s)?

\*YES/NO

.....  
.....

If not, indicate deviation(s)

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



APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.

.....  
.....  
Period required for delivery .....  
.....  
\*Firm/Not firm  
Delivery Basis: .....  
.....  
.....  
.....  
.....  
.....

\*\* "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

NOT APPLICABLE

**(I): PRICE ADJUSTMENTS**

<b>Name of Bidder:</b>		
<b>Bid #:</b> <b>T10/2025</b>	<b>Closing Time: 12h00</b>	<b>Closing Date: 25 SEPTEMBER 2024</b>

**A: NON-FIRM PRICES SUBJECT TO ESCALATION:**

- 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
- In this category price escalations will only be considered in terms of the following formula:

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

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price**
- D1, D2 = Each factor of the bid price e.g. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t = Index figure obtained from 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

- The following index/indices must be used to calculate your bid price

Index		Dated		Index		Dated	
Index		Dated		Index		Dated	
Index		Dated		Index		Dated	

- 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. e.g. Labour, transport etc.)	PERCENTAGE OF BID PRICE

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS:**

APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.

5. 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

6. 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

APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.

**(II) BILL OF QUANTITIES/ PRICING SCHEDULE**

**PRICING:**

**SECTION A: INTERNET SERVICE PROVISION (ISP)**

Qty	Description	Contention ratio	Duration	Unit Price	Year 1	Year 2	Year 3	Total
1	200Mbps Fibre Line (Main Site)	1:1	36 Months					
1	100Mbps Fibre	1:1	36 Months					
1	Firewall		36 Months					
1	Unlimited /uncapped data							
1	Implementation Project							
1	Support and Maintenance							
<b>RECURRING - SUBTOTAL</b>								
<b>SUB TOTAL</b>								
<b>VAT</b>								
<b>GRAND TOTAL</b>								

**PRICING:**

**SECTION B: SOFTWARE-DEFINE WIDE AREA NETWORK (SD-WAN)**

Qty	Description	Brand Name	UNIT PRICE	YEAR 1	YEAR 2	YEAR 3	TOTAL
1	SD-WAN Cloud Hosted Controller (Director, Analytics, Reporting)						
1	SD-WAN Gateway (Head Office)						
1	SD-WAN Gateway (Branch Office)						
1	SD-WAN Licensing						
1	Implementation Project			N/A	N/A	N/A	N/A
1	Support and Maintenance						
<b>RECURRING - SUBTOTAL</b>							
<b>SUB TOTAL</b>							
<b>VAT</b>							
<b>GRAND TOTAL</b>							



APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.

**PRICING:**

**SECTION C: LOCAL AREA NETWORK (LAN)**

Qty	Description	Brand Name	UNIT PRICE	YEAR 1	YEAR 2	YEAR 3	TOTAL
1	CAT6 solid copper Network Points, incl. Wallbox, Labelling, Installation						
1	9U Floor Standing Cabinet, 3 x Shelves, 2 x Fan Kit, 1 x 7 Way PDU						
1	12U Wall Box Swing Frame, 2 x Shelves, 1 x Fan Kit, 1 x 7 Way PDU						
1	25U Floor Standing Cabinet, 3 x Shelves, 2 x Fan Kit, 1 x 7 Way PDU						
1	42U Cabinet, 4 x Shelves, 2 x Fan Kit, 1 x 10-way PDU						
1	Cage Nuts for Server Rack/Wall Boxes						
1	Managed L3 8 Port POE+ Switch with 2 x SFP Ports						
1	Managed L3 16 Port POE+ Switch with 2 x SFP Ports						
1	Managed L3 24 Port POE+ Switch with 2 x SFP Ports						
1	Managed L3 48 Port POE+ Switch with 2 x SFP Ports						
1	24 SFP Fibre Switch						
1	24 Port Fibre Patch Panel						
1	CAT6 Patch Panels 24 Port						
1	CAT6 Patch Panels 48 Port						
1	Brush Panel						
1	CAT6 solid copper Fly Lead 2M						
1	CAT6 solid copper Patch Lead 1M						
1	Fibre Patch Leads LC 2m						
1	24 Port Fibre Panel LC						
1	Pigtail LC MM						
1	Fibre Cassette						
1	Fibre Entry Gland						
1	Fibre Patch leads MM						
1	SFP Module MM						
1	4 Core Fibre MM per meter						
1	Skirting Double per meter (PVC)						
1	3KVA Online UPS Rackmount						
1	Wireless Access Points (Wi-Fi)						
1	Wireless Controller (Wi-Fi)						
1	2KVA Online UPS Rackmount						

APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.

1	Implementation Project		N/A	N/A	N/A	N/A
1	Support and Management					
<b>RECURRING - SUBTOTAL</b>						
<b>SUB TOTAL</b>						
<b>VAT</b>						
<b>GRAND TOTAL</b>						

APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.

**PRICING:**  
**SECTION D: DIGITAL TELEPHONY SYSTEM (VoIP)**

Qty	Description	Brand Name	UNIT PRICE	YEAR 1	YEAR 2	YEAR 3	TOTAL
1	Hosted VoIP PBX Cloud Platform						
1	PBX Enterprise license & hosting						
1	TMS / Budget Controlling Solution						
1	Executive Digital Terminal with screen						
1	Management Digital Terminal with screen						
1	Switchboard Terminal with screen						
1	Switchboard Operator Headphones						
1	Basic IP Phones with screen						
1	Expansion modules						
1	Softphone						
1	PC Desktop Softphone						
1	Cordless Handset						
1	Video Conferencing						
1	Recording						
1	Training & Skills Transfer						
1	Implementation Project			N/A	N/A	N/A	N/A
1	Support and Management						
1	Number Porting			N/A	N/A	N/A	N/A
<b>RECURRING - SUBTOTAL</b>							
<b>SUB TOTAL</b>							
<b>VAT</b>							
<b>GRAND TOTAL</b>							

**PRICING:**  
**SECTION E: VOIP RATES (National)**

Qty	Description	Brand Name	UNIT PRICE	YEAR 1	YEAR 2	YEAR 3	TOTAL
1	Vodacom						
1	MTN						
1	Cell C						
1	Telkom Mobile						
1	Landline						
<b>RECURRING - SUBTOTAL</b>							
<b>SUB TOTAL</b>							
<b>VAT</b>							

APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.

<b>GRAND TOTAL</b>				
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**PRICING:**

**SUMMARY AND FINAL RATES**

<b>Section</b>	<b>Description</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>TOTAL</b>
A	INTERNET SERVICE PROVISION (ISP)				
B	SOFTWARE-DEFINE WIDE AREA NETWORK (SD-WAN)				
C	LOCAL AREA NETWORK (LAN)				
D	DIGITAL TELEPHONY SYSTEM (VoIP)				
E	VOIP RATES (National)				
F	Call Centre /Service Desk Solution				
G	Bulk SMS				
<b>SUB TOTAL</b>					
<b>VAT</b>					
<b>GRAND TOTAL</b>					

APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.

**PRICING:**  
**SECTION F: CALL CENTRE / SERVICE DESK SOLUTION**

Qty	Description	Brand Name	UNIT PRICE	YEAR 1	YEAR 2	YEAR 3	TOTAL
1	Service Desk Solution (incl. ticketing capability)						
1	Call Centre / Service Desk						
1	Call Centre Workstations						
1	Headsets for Call Centre						
1	2KVA Online UPS Tower						
1	Implementation Project			N/A	N/A	N/A	N/A
1	Support and Management						
<b>RECURRING - SUBTOTAL</b>							
<b>SUB TOTAL</b>							
<b>VAT</b>							
<b>GRAND TOTAL</b>							

**PRICING:**  
**SECTION G: BULK SMS SOLUTION**

Qty	Description	Network	UNIT PRICE	YEAR 1	YEAR 2	YEAR 3	TOTAL
1	Bulk SMS Service Solution maximum 2500 sms per month						
<b>SUB TOTAL</b>							
<b>VAT</b>							
<b>GRAND TOTAL</b>							

1. The quantities set out in the specification provided are **approximate and do not necessarily represent the actual amount of work to be done**. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities. The quoted quantities are indicative for evaluation not actual amount of work to be carried by successful bidder.
  2. The prices and rates to be inserted in the Bills of Quantities (in your proposal) are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. The prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
  3. A price or rate is to be entered against each item in the Schedule/Bills of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
  4. The prices should be specified per service and the total price should be specified as a sum on sub-total and the total offer price should indicate the sum of all the services inclusive of Vat and all applicable taxes.
  5. Items omitted from the Bill of Quantities that may be required and are related to the scope of work may be requested by the Employer on quotation basis using a **25% mark-up from initial suppliers**.
7. All pricing to be given in South African currency (rands and cents). Indicate if prices are linked to the Rand/Dollar or Rand/Euro exchange rates. A Bill of Materials (BoM) is provided (in different Annexures) for pricing of both the Project Implementation as well as the Support & Maintenance.

- 1. PLEASE NOTE: BIDDERS ARE EXPECTED TO INCLUDE PRICE PROPOSAL WITH ALL THE DETAILS OF BILLING TO BE DONE AND POPULATE THE TOTAL AMOUNT TO THE SUMMARY ABOVE.**
- 2. PRICES ARE FIXED FOR PERIOD OF 36 MONTHS FROM ACCEPTING THE CONTRACT.**

**NB: The successful bidder(s) will be appointed in terms of:**

**PRICING INSTRUCTIONS**

- 1 The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications)
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Company submitted on such a basis. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.

- 4 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the **provision and hosting of the telephones systems**
- 5 and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.
- 6 The quantities set out in the schedule of quantities are only approximate quantities.
- 7 The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.

- 8 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Bidder shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the stated rates shall apply should work under these items actually be required.

Should the Bidder group a number of items together and bid one sum for such group of items, the single stated sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil. The stated rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

Rates quoted are fixed and quoted in ZAR currency; and shall not in any way be affected by rand/dollar exchange rate or any currency.

- 9 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.
- 10 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications

Quantity: The number of units of work for each item

Rate: The payment per unit of work at which the Bidder bids to do the work. Should be quoted in ZAR currency only

Amount: The quantity of an item multiplied by the bided rate of the (same) item. Should be quoted in ZAR currency only

Sum: An amount bided for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units, should be quoted in ZAR currency only.

1. The units of measurement indicated in the Bill of quantities are metric units. The following abbreviation may appear in the Bill of Quantities.

No = No

% = Percentage

Prov Sum = Provisional Sum



APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.

- The project will run for 36 months as from the date of issue of appointment letter.

**(MULPTIPLE YEARS)**

**Equipment relevant to tender Implementation (IP PBX, Wireless equipment and Phones) for all admin units withing DPKISLM**

DESCRIPTION
2x Switchboard Yealink T54W + Exp50
40x Desktop Yealink T46s
144x Desktop Yealink T40G
1x VoIP Server SC510T
1x 3CX 32 Channel Enterprise
1x 3CX Advanced VOIP Tools
3x TMS, PBX Backup and Monitoring
1x Mikrotik CCR2004
13x WAN Connection (with Router & VPN Access into VOIP MPLS Network

**FORM L: AGREEMENT AND CONTRACT DATA**

**Form of Offer and Acceptance**

**OFFER**

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

**T10/2025:**

**RE- APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.**

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

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

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

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Rand \_\_\_\_\_ (in \_\_\_\_\_ words);and  
R\_\_\_\_\_

(in figures).

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the

period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s)

Name(s)

Capacity

for the tenderer

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(name and address of the organization)*

Witness signature

Witness name

Date

## ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Purchaser identified below accepts the Tenderer's Offer. In consideration thereof, the Purchaser shall pay the Supplier the amount due in accordance with the, Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement, between the Purchaser and the Tenderer upon the terms and conditions contained in this Agreement and in the, Contract that is the subject of this Agreement.

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

The Tenderer shall within two weeks after receiving a letter of acceptance, contact the Purchaser's representative (whose details are given in the Contract Data) to arrange the delivery of guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, at or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Supplier) within five days of the

RE-APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.

date of such receipt notifies the Purchaser in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

**DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY**

NAME(s): (BLOCK LETTERS) .....

CAPACITY of authorized agents: .....

SIGNATURE(s) of authorized agents: .....

SIGNED at .....on this.....day of .....

WITNESSES: (Full name – BLOCK LETTERS – and signature)

1. Name ..... Signature .....

2. Name ..... Signature .....

RE-APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.

**DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY**



**SERVICES LEVEL AGREEMENT**

**Between**

**“DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY”**

**And**

.....

RE-APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.

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**THEREFORE, THE PARTIES CONCLUDE THEIR AGREEMENT ON THE FOLLOWING TERMS AND CONDITIONS: -**

**1. PRECEDENCE**

The terms and conditions of this agreement shall take precedence over any other terms and conditions that may have been discussed by the parties.

**2. DURATION**

2.1 Notwithstanding the date of signature, this agreement shall commence on \_\_\_\_\_ and shall continue until \_\_\_\_\_, unless terminated by either party giving **30-day A notice in writing** to the other party.

**3. SERVICES**

3.1. .... shall provide the material as quoted in an order form to be the attached when the services are required.

**4. PAYMENT TERMS**

4.1 ..... shall submit a valid invoice to DPKISLM for the provision of services on monthly basis.

4.2 DPKISLM shall pay the amount charged within *30 days* of the date of a valid invoice into the bank account nominated by \_\_\_\_\_.

**5. OBLIGATIONS OF .....**

..... as a service provider shall render the following services:

referred to the bill of quantities on page 66 of the tender document.

**6. ADMINISTRATION OF THE SERVICE**

The Service Provider must ensure that they have the resources available (both staff and systems) to ensure that the material requested are available on order.

**7. CHANGE IN CIRCUMSTANCES**

If the circumstances surrounding the fulfilment of this agreement should alter materially from those prevailing at the time of signature of this agreement, then the parties undertake to renegotiate such of the terms and provisions of this agreement as may be necessary to ensure that this agreement remains fair and equitable to each of the parties.

**8. BREACH OF AGREEMENT**

8.1 If a dispute arises between the parties concerning any matter relating to this agreement, then both parties shall enter into negotiations, in good faith, in order to resolve the matter.

8.2 If the parties are unable to resolve the matter between them, they may but are not obligated to refer the matter to arbitration. The arbitrator may in turn appoint an independent expert in the field in which the dispute has arisen, provided that both parties accept and agree on the arbitrator and his choice of independent

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expert and the terms and conditions of his appointment. The arbitrator shall decide the matter, and both parties shall agree to be bound by his decision.

8.3 In the event that the parties are unable to resolve the matter, or fail to agree on either an arbitrator or an expert, or the terms and conditions of his appointment, or if either party is in repeated breach of this agreement, then the party who has been aggrieved shall give written notice to the other party calling on it to remedy any breach of the agreement. If the other party fails to remedy the breach within 7 (seven) days of receipt of the notice, then the aggrieved party may elect to cancel the agreement, or to demand specific performance, without prejudice to its rights to claim damages and without prejudice to any other rights it may have in law.

## 9. JURISDICTION

Both Parties consent to the jurisdiction of the Magistrate's Court in respect of any action or proceedings which may be brought against either of them by the other; provided that either party shall be entitled to bring any proceedings in the High Court where such proceedings would, but for this consent, fall outside the jurisdiction of the Magistrate's Court.

## 10. ADDRESS FOR RECEIPT OF NOTICES AND DOCUMENTS

10.1 The parties choose the following as their addresses for the receipt of any notices or documents in terms of this agreement, including any documents that may be issued by a court of law:

10.1.1 : Physical Address:

: Dr Pixley Ka Isaka Seme Local Municipality  
: Cnr. Adelaide Tambo Street & Dr Nelson Mandela Drive.  
: Volksrust, 2470

10.1.2 : Postal Address:

: P/Bag X9011  
: **VOLKSRUST**  
: 2470

Fax 086 630 2209

Tel 017 734 6100

10.1.3 : Postal Address: (Details of the Potential Service Provider)

: .....  
: .....  
: .....  
: .....

Cell : .....

10.2.1 Either party may change the address given above on written notice to the other, provided that the address is a physical place of business or residence, and not merely a postal address.

10.2.1 Every notice shall be deemed, unless the contrary is proved, to have been received: If delivered by hand, on the date of delivery.

10.2.2 If sent by prepaid registered post, 7 (seven) days after the date on which the notice is posted.

APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.

10.2.3 If sent by fax, on the first business day after the date of successful transmission of the fax.

## **11. VARIATION**

No variation, alteration or consensual cancellation of this agreement shall be of any force or effect, unless in writing and signed by all of the parties.

## **12. WAIVER**

No indulgence which either party may grant to the other shall constitute a waiver of any of the rights of that party, who shall not thereby be precluded from exercising any of its rights against the other party which may have arisen in the past or which might arise in the future.

## **13. GENERAL**

13.1 Unless the context indicates otherwise the rights and obligations of any party arising from this agreement shall devolve upon and bind its successors-in-title.

13.2 Prior drafts of this agreement shall not be admissible in any proceedings as evidence of any matter relating to any negotiations preceding the signature of this agreement.

13.3 Neither party may cede or assign any of their rights or obligations in terms of this agreement to any person, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

## **14. CONFIDENTIALITY AND PROTECTION OF PROPRIETARY INFORMATION**

14.1 All of the details of this Agreement shall be considered as confidential and shall not be given in any form whatsoever to a third party, without prior written consent of the other party. This excludes any necessary information required by a third party in order to give effect to the provisions of this agreement.

## **15. WARRANTY OF AUTHORITY**

15.1 Both parties, and the persons signing on behalf of the parties, warrant their authority to conclude this agreement.

15.2 Both parties further warrant that there is nothing that influence or prevent any of the provisions of this agreement from being enforced.

## **16. SEVERABILITY**

If any provision of this agreement is invalid or unenforceable for any reason, it will not thereby invalidate the whole agreement, unless the provision in question goes to the heart of the agreement. In such event, the party who is adversely affected by the invalid provision may elect to cancel the agreement; or to continue with it, or continue with it subject to agreement on any appropriate provision to replace the invalid or unenforceable one.

## **17. SERVICE REQUESTS**

In support of services outlined in this Agreement, the Service Provider will respond to service requests submitted by the Customer within the following time frames:



APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.

- Within 3 (Three) Working days (during business hours).

## 18. FORMALITIES

The parties agree that they will do all things and sign all documents necessary to give effect to the terms of this agreement.

## 19. ENVIRONMENT

The service provider shall ensure that all material, services and works supplied in terms of the contract conform to all applicable environmental legislation.

## 20. WHOLE AGREEMENT

This written agreement constitutes the entire agreement between the parties, and no representation by any of the parties or their agents, whether made prior or subsequent to the signing of this agreement shall be binding on any of the parties unless in writing and signed by the parties.

Thus done and signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 2024

\_\_\_\_\_  
Mr. MA Ngobo  
Municipal Manager

AS WITNESSES For: **Dr Pixley Ka Isaka Seme Local Municipality**

1 \_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_  
Who by his/her signature as Director warrants that he/she is duly authorised.

AS WITNESSES For: \_\_\_\_\_

1 \_\_\_\_\_

APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.

2 \_\_\_\_\_

APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVERY AND INSTALLATION OF THE TELEPHONE SYSTEM ON A 36 MONTHS LEASE CONTRACT.