


		DIRECTORATE FINANCIAL SERVICES	
		SUPPLY CHAIN MANAGEMENT DIVISION (SCM)	
		TENDER DOCUMENT	
TENDER NUMBER:		SCM/2022/39/CORP	
TENDER DESCRIPTION:		THE PROVISION OF OPERATIONAL ICT MAINTENANCE, SUPPORT, SERVICES, EQUIPMENT AND SOFTWARE RENEWALS	
CLOSING DATE:	18 February 2022	VERY IMPORTANT:	
CLOSING TIME:	Tender Box -12H00	<ol style="list-style-type: none"> 1. All bids must be submitted on the official forms – (not to be re-typed) 2. Bids must be completed in black ink in writing 3. No bids will be considered from persons in the service of the state. 4. Any resulting contract will be concluded in compliance with the General Conditions of Contract 	
Tender Box at: SUPPLY CHAIN MANAGEMENT Shop 59, 2 nd Floor, Melville's Corner C/o Main & Marine Drive PLETTENBERG BAY 6600			
Name of Bidder:			
Total Quoted Price (incl. VAT):			
Estimated Completion Period:		30 June 2025	
B-BBEE Status Level of Contributor:			
Preference Points Claimed:			
B-BBEE certificates submitted with the bid document MUST be VALID ORIGINAL BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES			
SCM Enquiries:	scmtenders@plett.gov.za		
Signature of Bitou Municipality Officials at Tender Opening		1.	
		2.	

BITOU MUNICIPALITY																															
DETAILS OF TENDERER																															
NAME OF BIDDER:																															
TRADING AS (if different from above):																															
CSD REGISTRATION #:																															
ENTERPRISE REGISTRATION #:																															
SARS TAX CLEARANCE PIN:																															
PLEASE COMPLETE THE ENTERPRISE INFORMATION BELOW																															
STREET ADDRESS:																															
				City/Town																Code											
POSTAL ADDRESS:																															
				City/Town																Code											
CONTACT PERSON:																FAX #:															
TELEPHONE #:																				CELL #:											
E-MAIL ADDRESS:																															
VAT REGISTRATION #:																															
HAVE YOU DECLARED ANY RELATIONSHIPS WITH PERSONS IN THE SERVICE OF THE STATE? (BBD 4)																								YES/NO							
HAS AN ORIGINAL OR CERTIFIED COPY OF A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT BEEN SUBMITTED? (BBD 6.1)																								YES/NO							
HAS THE DECLARATION BEEN COMPLETED AND CURRENT, ORIGINAL OR CERTIFIED MUNICIPAL ACCOUNTS BEEN ATTACHED? (BBD 15)																								YES/NO							
DECLARATION																															
I am duly authorised to represent the tenderer for the purpose of this tender and hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached document to the Bitou Municipality on the terms and conditions stipulated in this tender document and in accordance with the specification stipulated in the tender document.																															
NAME (PRINT)																SIGNATURE															
CAPACITY																DATE															

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	BITOU MUNICIPALITY			
	NOTICE – REQUEST FOR TENDERS			
	ADVERTISED ON:	MUNICIPAL NOTICE BOARD; MUNICIPAL WEBSITE; NATIONAL TREASURY e-TENDER		
	NOTICE NO:	18/2022	NO:	SCM/2022/39/CORP
Tenders are hereby invited for:	THE PROVISION OF OPERATIONAL ICT MAINTENANCE, SUPPORT, SERVICES, EQUIPMENT AND SOFTWARE RENEWALS			
PUBLISHED DATE:	28 January 2022	CLOSING DATE:	18 February 2022	
CLOSING TIME	No later than 12H00 . Tenders will be opened immediately thereafter, in public at the Bitou Municipality, Supply Chain Management Unit, Shop 59, 2 nd Floor, Melville's Corner, C/o Main & Marine Drive, Plettenberg Bay			
AVAILABILITY OF TENDER DOCUMENTS:				
Tender Documents will be available electronically free of charge from the following email address: scmtenders@plett.gov.za				
Printed copies of the Tender Documents will be available as from 07h30 and thereafter, on weekdays from 07h30 until 16h30, at Bitou Municipality: Supply Chain Management Unit, Shop 59, 2 nd Floor, Melville's Corner, C/o Main & Marine Drive, Plettenberg Bay, at a non-refundable fee, payable to a cashier at Bitou Municipality, Shop 54, 3 rd Floor, Melville's Corner, C/o Main & Marine Drive, Plettenberg Bay.			The fee may also be transferred via EFT (Bitou Municipality, Current Account – 1089911513, Nedbank, Plettenberg Bay, Branch Code - 109014). Proof of payment will be required upon collection of tender documents. Tender Number to be used as payment reference with name of payee.	
Date Available:	28 January 2022	Non-refundable Fee:	R100.00	
TENDER SUBMISSION RULES:				
<ol style="list-style-type: none"> 1. Tenders are to be completed in accordance with the conditions and Tender rules contained in the Tender document. 2. The Tender Document & supporting documents must be placed in a sealed envelope and externally endorsed WITH: THE TENDER NUMBER; DESCRIPTION & CLOSING DATE OF THE TENDER. 3. Tender Documents must be deposited in the Tender Box, at the Supply Chain Management Unit, Bitou Municipality, Shop 59, 2nd Floor, Melville's Corner, C/o Main & Marine Drive, Plettenberg Bay. 4. Tenders may only be submitted on the Tender documentation issued by the Municipality. 5. The Bitou Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept any tender, as it may deem expedient. 6. Tenderers who are not yet registered are required to register on the Municipality's Accredited Supplier Database (CSD). Application forms are obtainable from the website https://secure.csd.gov.za. 				
Tenders shall be evaluated in terms of the Bitou Supply Chain Management Policy as well as the Preferential Procurement Policy			Suppliers may claim preference points in terms of the 80/20 principle per their B-BBEE status level of contribution	
Preferential Procurement Policy - Local Procurement			None	
Preferential Procurement Regulations, 2017- Local Content Requirement			None	
Site Meeting/Information Session	Non- Compulsory Site Meeting on Site or Virtual Tuesday, 08 February 2022 at 10h00.		Validity Period	90 Days
ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:			ANY ENQUIRIES REGARDING THE QUOTING PROCEDURE MAY BE DIRECTED TO:	
Division:	Information & Communications Technology		Division:	Supply Chain Management
Contact Person:	Mr. Gavin Gresse		Contact Person:	Ms. A Mqikwa
E-mail:	ggresse@plett.gov.za		E-mail:	scmtenders@plett.gov.za

BITOU MUNICIPALITY													
DECLARATION OF INTEREST													
1.	No Tender will be accepted from persons in the service of the state*.												
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to Tender. In view of possible allegations of favouritism, should the resulting Tender, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the Bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.												
3.	In order to give effect to the above, the following questionnaire must be completed and submitted with the Tender.												
3.1.	Full Name of Bidder or his / her representative:												
3.2.	Identity number:												
3.3.	Position occupied in the Company (director, trustee, shareholder ²)												
3.4.	Company Registration Number:												
3.5.	Tax Reference Number:												
3.6.	VAT Registration Number:												
3.7.	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.												
3.8.	Are you presently in the service of the state*											YES / NO	
3.8.1.	If yes, furnish particulars.												
3.9.	Have you been in the service of the state for the past twelve months?											YES / NO	
3.9.1.	If so, furnish particulars.												
3.10.	Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this Tender?											YES / NO	
3.10.1.	If so, state particulars.												
3.11.	Are you aware of any relationship (family, friend, other) between the Bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this Tender?											YES / NO	
3.11.1.	If so, state particulars.												
3.12.	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?											YES / NO	
3.12.1.	If so, state particulars.												
3.13.	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?											YES / NO	
3.13.1.	If so, furnish particulars.												

BITOU MUNICIPALITY														
DECLARATION OF INTEREST														
3.14.	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are Bidding for this contract?										YES / NO			
3.14.1.	If so, furnish particulars.													
4.	Full details of directors / trustees / members / shareholders:													
COMPLETION OF THE FOLLOWING INFORMATION IS <u>COMPULSORY</u>:														
Full Name					Identity Number					Individual Tax Number for each Director			State Employee Number	
CERTIFICATION														
I 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.														
NAME OF ENTERPRISE														
CAPACITY										DATE				
NAME (PRINT)										SIGNATURE				
1MSCM Regulations: "in the service of the state" means to be -														
a)	a member of –													
	(i) any municipal council;													
	(ii) any provincial legislature; or													
	(iii) the National Assembly or the National Council of Provinces;													
b)	a member of the board of directors of any municipal entity;													
c)	an official or any Municipality or municipal entity;													
d)	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);													
e)	a member of the accounting authority of any national or provincial entity; or													
f)	an employee of Parliament or a provincial legislature.													
2"Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.														

BITOU MUNICIPALITY PREFERENTIAL PROCUREMENT POLICY		
PREFERENCE POINTS CLAIM FORM		
NB:	BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.	
1.	GENERAL CONDITIONS	
1.1.	The following preference point systems are applicable to all bids: <ul style="list-style-type: none"> the 80/20 system for requirements with a Rand value of up to R50 million (all applicable taxes included); and the 90/10 system for requirements with a Rand value above R50 million (all applicable taxes included). 	
1.2.	The value of this bid is estimated not to exceed R50 million (all applicable taxes included) and therefore the 80/20 system shall be applicable.	
1.3.	Preference points for this bid shall be awarded for: <ul style="list-style-type: none"> Price; and B-BBEE Status Level of Contribution. 	
	1.3.1 The maximum points for this bid are allocated as follows:	POINTS
	PRICE	80
	B-BBEE STATUS LEVEL OF CONTRIBUTION	20
	Total points for Price and B-BBEE must not exceed	100
1.4.	Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.	
1.5.	The municipality reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the municipality.	
2.	DEFINITIONS	
2.1.	"all applicable taxes"	includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
2.2.	"B-BBEE"	means broad-based black economic empowerment as defined in section 1 of the Broad - Based Black Economic Empowerment Act;
2.3.	"B-BBEE status level of contributor"	means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
2.4.	"bid"	means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price Tenders, advertised competitive bidding processes or proposals;
2.5.	"Broad-Based Black Economic Empowerment Act"	means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
2.6.	"comparative price"	means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
2.7.	"consortium or joint venture"	means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
2.8.	"contract"	means the agreement that results from the acceptance of a bid by an organ of state;
2.9.	"EME"	means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
2.10.	"Firm price"	means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
2.11.	"Functionality"	means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents;
2.12.	"non-firm prices"	means all prices other than "firm" prices;
2.13.	"person"	includes a juristic person;
2.14.	"proof of B-BBEE status level of contributor"	means: <ol style="list-style-type: none"> 1) B-BBEE Status level certificate issued by an authorized body or person; 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; 3) Any other requirement prescribed in terms of the B-BBEE Act;

BITOU MUNICIPALITY PREFERENTIAL PROCUREMENT POLICY

PREFERENCE POINTS CLAIM FORM

2.15.	“QSE”	means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
2.16.	“rand value”	means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
2.17.	“sub-contract”	means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
2.18.	“total revenue”	bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the <i>Government Gazette</i> on 9 February 2007;
2.19.	“trust”	means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
2.20.	“trustee”	means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

4. Points awarded for B-BBEE Status Level of Contributor

4.1. In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1.	B-BBEE Status Level of Contribution:	Points Claimed (maximum of 20 points)
6.2.	Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.	

7. SUB-CONTRACTING

7.1.	Will any portion of the contract be sub-contracted? Indicate YES / NO	
7.2.	If yes, indicate:	
(i)	What percentage of the contract will be subcontracted?	%
(ii)	The name of the sub-contractor?	

BITOU MUNICIPALITY PREFERENTIAL PROCUREMENT POLICY

PREFERENCE POINTS CLAIM FORM

	(iii)	The B-BBEE status level of the sub-contractor?	
	(iv)	Whether the sub-contractor is an EME or QSE? Indicate YES / NO	
	(v)	Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:	
		Designated Group: An EME or QSE which is at least 51% owned by:	
			EME ✓
			QSE ✓
		Black people	
		Black people who are youth	
		Black people who are women	
		Black people with disabilities	
		Black people living in rural or underdeveloped areas or townships	
		Cooperative owned by black people	
		Black people who are military veterans	
		OR	
		Any EME	
		Any QSE	
8.	DECLARATION WITH REGARD TO COMPANY/FIRM		
8.1.	Name of firm		
8.2.	VAT registration number		
8.3.	Company registration number:		
8.4.	Type of Company/ Firm [TICK APPLICABLE BOX]	Partnership/Joint Venture / Consortium	
		One person business/sole proprietor	
		Close corporation	
		Ltd Company	
		(Pty) Limited	
8.5.	Describe Principal Business Activities		
8.6.	Company Classification [TICK APPLICABLE BOX]	Manufacturer	
		Supplier	
		Professional service provider	
		Other service providers, e.g. transporter, etc.	
8.7.	Municipal Information		
	Municipality where business is situated:		
	Registered Account Number:		
	Stand Number:		
8.8.	Total number of years the enterprise has been in business:		
9.	DECLARATION		
I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraphs 1.4 & 6.1 of the foregoing certificate, qualifies the enterprise for the preference(s) shown and I / we acknowledge that:			
(i)	The information furnished is true and correct;		
(ii)	The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.		
(iii)	In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 & 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;		
(iv)	If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have – a) disqualify the person from the bidding process; b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation; d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.		

BITOU MUNICIPALITY PREFERENTIAL PROCUREMENT POLICY			
PREFERENCE POINTS CLAIM FORM			
NAME OF ENTERPRISE			
NAME (PRINT)		DATE	
CAPACITY		SIGNATURE	
WITNESS 1		WITNESS 2	

BITOU MUNICIPALITY			
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES			
1.	This Municipal Bidding Document 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.		
2.	The bid of any bidder may be rejected if that bidder, or any of its directors have:		
2.1.	abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;		
2.2.	been convicted for fraud or corruption during the past five years;		
2.3.	wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or		
2.4.	been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).		
3.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.		
3.1.	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>audi alteram partem</i> rule was applied).	Yes / No	
3.2.	If so, furnish particulars:		
3.3.	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za).	Yes / No	
3.4.	If so, furnish particulars:		
3.5.	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes / No	
3.6.	If so, furnish particulars:		
3.7.	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes / No	
3.8.	If so, furnish particulars:		
3.9.	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes / No	
3.10.	If so, furnish particulars:		
CERTIFICATION			
I, CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.			
NAME OF ENTERPRISE			
CAPACITY		DATE	
NAME (PRINT)		SIGNATURE	
WITNESS 1		WITNESS 2	

BITOU MUNICIPALITY	
CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	
1.	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 Tender rigging). ² Collusive Bidding is a <i>per se</i> prohibition meaning that it cannot be justified under any grounds.
2.	Municipal Supply Chain 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: <ol style="list-style-type: none"> take all reasonable steps to prevent such abuse; reject the Tender 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 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.
3.	This Municipal Bidding Document serves as a certificate of declaration that would be used by institutions to ensure that, when Tender are considered, reasonable steps are taken to prevent any form of Tender-rigging.
4.	In order to give effect to the above, the following Certificate of Tender Determination must be completed and submitted with the Tender:
5.	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 Tender rigging). ² Collusive Bidding is a <i>per se</i> prohibition meaning that it cannot be justified under any grounds.
CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	
I, the undersigned, in submitting the accompanying Tender:	
Tender Number:	
Description:	
in response to the invitation for the Tender ISSUED by the Bitou Municipality , do hereby make the following statements that I certify to be true and complete in every respect:	
certify, on behalf of (Name of Bidder):	
That:	
<ol style="list-style-type: none"> I have read and I understand the contents of this Certificate; I understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect; I am authorized by the Bidder to sign this Certificate, and to submit the accompanying Tender, on behalf of the Bidder; Each person whose signature appears on the accompanying Tender has been authorized by the Bidder to determine the terms of, and to sign, the Tender, on behalf of the Bidder; For the purposes of this Certificate and the accompanying Tender, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who: <ol style="list-style-type: none"> has been requested to submit a Tender in response to this Tender invitation; could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and 	

BITOU MUNICIPALITY**CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

- (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 Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive Bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender that does not meet the specifications and conditions of the Tender; or
 - f) Bidding with the intention not to win the Tender.
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 Tender invitation relates.
9. The terms of the accompanying Tender 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 Tender 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 Tender and contracts, Tender 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.

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

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

NAME (PRINT)		SIGNATURE	
CAPACITY		DATE	

¹ Includes price Tenders, advertised competitive Tender, limited Tender and proposals.

² Tender 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. Tender rigging is, therefore, an agreement between competitors not to compete.

³Joint 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.

BITOU MUNICIPALITY				
CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES (To be signed in the presence of a Commissioner of Oaths)				
I, the undersigned, in submitting the accompanying Tender, declare that I am duly authorised to act on behalf of:		(name of the enterprise)		
I hereby acknowledges that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the Tender of the Bidder if any municipal rates and taxes or municipal service charges owed by the Bidder or any of its directors/members/partners to the Bitou Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.				
To the best of my personal knowledge, neither the firm nor any director/member/partner of the said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.				
If the value of the transaction is expected to exceed R10 million (VAT included) I certify that the Bidder has no undisputed commitments for municipal services towards any Municipality in respect of which payment is overdue for more than 30 days;				
PHYSICAL BUSINESS ADDRESS(ES) OF THE BIDDER			MUNICIPAL ACCOUNT NUMBER	
FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:				
Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)
NB: Please attach certified copy(ies) of ID document(s)				
NB: Please attach copy(ies) of Municipal Accounts				
Number of sheets appended by the Bidder to this schedule (If nil, enter NIL)				
Therefore hereby agrees and authorises the Bitou Municipality to deduct the full amount outstanding by the Bidder or any of its directors/members/partners from any payment due to the Bidder; and				
I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Bidder acknowledges that failure to properly and truthfully complete this schedule may result in the Tender being disqualified, and/or in the event that the Bidder is successful, the cancellation of the contract.				

BITOU MUNICIPALITY			
CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES (To be signed in the presence of a Commissioner of Oaths)			
NAME OF ENTERPRISE			
NAME (PRINT)		DATE	
CAPACITY		SIGNATURE	

<p align="center">COMMISSIONER OF OATHS</p> <p>Signed and sworn to before me at _____, on this _____ day of ____ 20_____</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p>COMMISSIONER OF OATHS:-</p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p>Apply official stamp of authority on this page:</p>
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BITOU MUNICIPALITY	
GENERAL CONDITIONS OF CONTRACT	
1. DEFINITIONS	
The following terms shall be interpreted as indicated:	
"Closing time"	means the date and hour specified in the bidding documents for the receipt of bids;
"Contract"	means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
"Contract price"	means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations;
"Corrupt practice"	means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution;
"Countervailing duties"	are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally;
"Country of origin"	means the place where the goods were mined, grown or produced or from which the services are supplied; Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
"Day"	means calendar day;
"Delivery"	means delivery in compliance of the conditions of the contract or order;
"Delivery ex stock"	means immediate delivery directly from stock actually on hand;
"Delivery into consignees store or to his site"	means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
"Dumping"	occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
"Force majeure"	means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable; Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
"Fraudulent practice"	means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
"GCC"	means the General Conditions of Contract.
"Goods"	means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
"Imported content"	means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
"Local content"	means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
"Manufacture"	means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
"Order"	means an official written order issued for the supply of goods or works or the rendering of a service.
"Project site"	where applicable, means the place indicated in bidding documents.
"Purchaser"	means the organization purchasing the goods.
"Republic"	means the Republic of South Africa.
"SCC"	means the Special Conditions of Contract.
"Services"	means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

BITOU MUNICIPALITY	
GENERAL CONDITIONS OF CONTRACT	
"Supplier"	means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
"Tort"	means in breach of contract.
"Turnkey"	means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
"Written" or "in writing"	means handwritten in ink or any form of electronic or mechanical writing.
2. Application	
2.1.	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2.2.	Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
2.3.	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
3. General	
3.1.	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid.
3.2.	Where applicable a non-refundable fee for documents may be charged.
3.3.	Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.
4. Standards	
4.1.	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information inspection	
5.1.	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
5.2.	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
5.3.	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
5.4.	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent rights	
6.1.	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
6.2.	When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.
7. Performance security	
7.1.	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
7.2.	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
7.3.	The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
7.3.1.	bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
7.3.2.	a cashier's or certified cheque
7.4.	The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.
8. Inspections, tests and analyses	
8.1.	All pre-bidding testing will be for the account of the bidder.
8.2.	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
8.3.	If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
8.4.	If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
8.5.	Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
8.6.	Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

BITOU MUNICIPALITY**GENERAL CONDITIONS OF CONTRACT**

- 8.7. Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

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

10. Delivery

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

11. Insurance

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

12. Transportation

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

13. Incidental

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

14. Spare parts

- 14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- 14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
 - 14.1.2. in the event of termination of production of the spare parts:
 - 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - 14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

BITOU MUNICIPALITY**GENERAL CONDITIONS OF CONTRACT**

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3. Payments shall be made by the purchaser no later than thirty (30) days after submission of an invoice, statement or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Sub-contracts

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

21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- 23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
- 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise

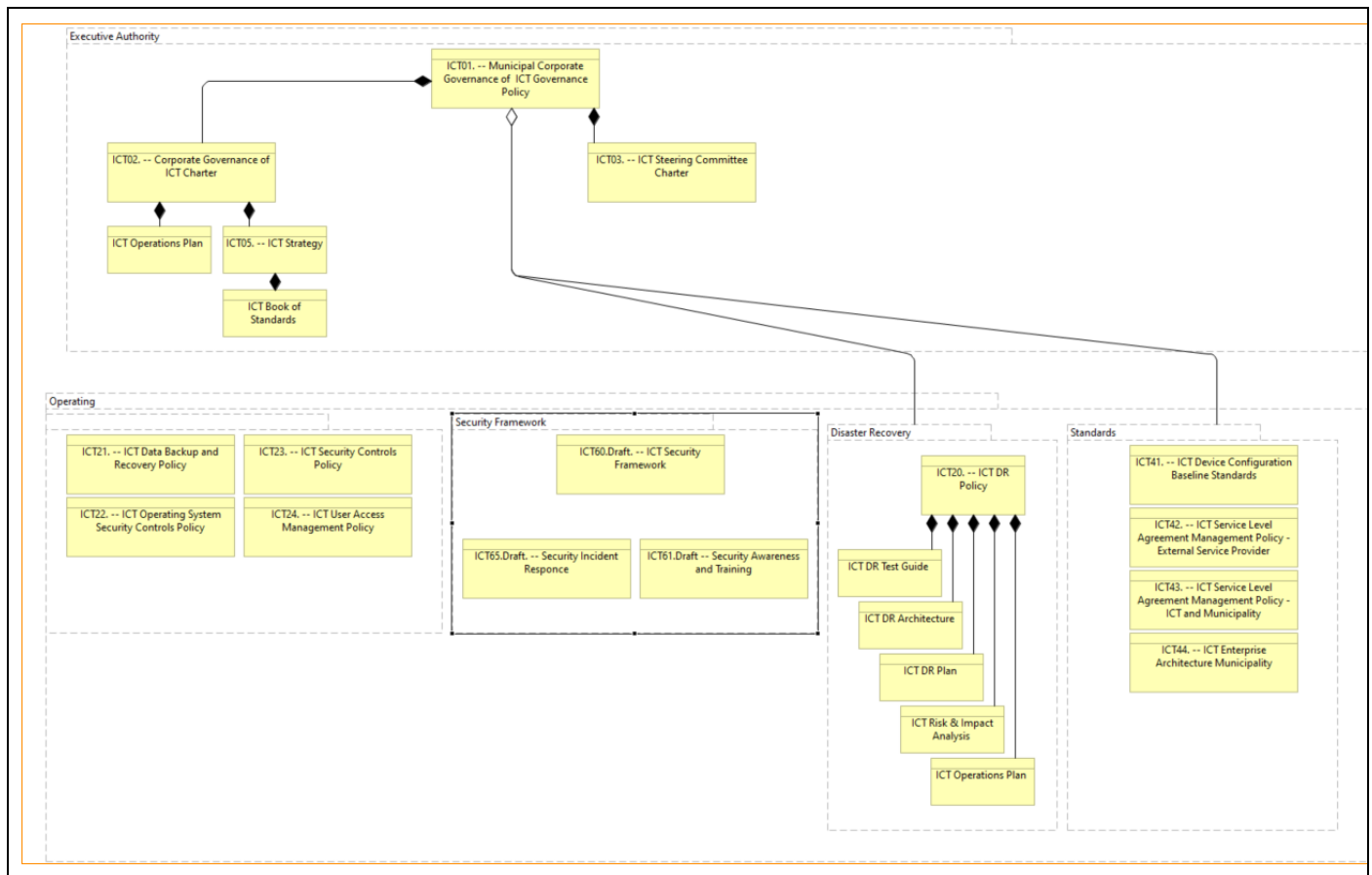
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	<p>of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.</p> <p>23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>23.6.1. the name and address of the supplier and / or person restricted by the purchaser;</p> <p>23.6.2. the date of commencement of the restriction</p> <p>23.6.3. the period of restriction; and</p> <p>23.6.4. the reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>
24. Anti-dumping and countervailing duties and rights	
	<p>24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.</p>
25. Force Majeure	
	<p>25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>
26. Termination for insolvency	
	<p>26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>
27. Settlement of Disputes	
	<p>27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4. Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.</p>
28. Limitation of liability	
	<p>28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p>28.1.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
29. Governing language	
	<p>29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.</p>
30. Applicable law	
	<p>30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified.</p>
31. Notices	

BITOU MUNICIPALITY	
GENERAL CONDITIONS OF CONTRACT	
31.1.	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
31.2.	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	
32.1.	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
32.2.	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
32.3.	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
32.4.	No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
33. Transfer of contracts	
33.1.	The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the purchaser.
34. Amendment of contracts	
34.1.	No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
35. Prohibition of restrictive practices	
35.1.	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
35.2.	If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
35.3.	If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.
<i>General Conditions of Contract (revised July 2010)</i>	

GLOSSARY

SLA	Service Level Agreement
ITIL	Information Technology Infrastructure Library
COBIT	Control Objectives for Information and Related Technologies
CISSP	Certified Information Systems Security Professional
SIEM	Security incident event management
PROFICIENT	Competent to operate alone without assistance
NOC	Network Operations Controller/Centre
MTTR	Mean Time To Repair
ICT	Information and Communications Technology
SCCM	System Centre Configuration Manager
Security	Includes but is not limited to Encryption, Firewalls etc.
IMACD	Installation, Move, Add, Change and Disposal
RAS	Remote Access Security
DBA	Database Administrator

BITOU MUNICIPALITY	
TENDER SPECIFICATIONS	
TENDER NUMBER:	SCM/2022/39/CORP
TENDER DESCRIPTION:	THE PROVISION OF OPERATIONAL ICT MAINTENANCE, SUPPORT, SERVICES, EQUIPMENT AND SOFTWARE RENEWALS
1. BACKGROUND	
<p>Since 2012, Bitou municipality has outsourced' its ICT support services and requires the service of an experienced dynamic support company to provide various levels of support for the Bitou municipality. These services will span various levels of enterprise support, security services, governance and desktop support and must be driven by key industry standards ISO, NIST, Agile, Prince, COBIT, and ITIL to name a few.</p> <p>ICT services are driven through ICT Policy, set out through the municipal strategic direction, and encapsulated in the municipal risk appetite. Together all activities in ICT are aligned to policy and driven by Governance & Compliance aligned with ICT strategy and the municipal IDP with the collective working towards service delivery. Please familiarise yourself with the ICT policy in conjunction with the Job descriptions which provides the desired direction.</p>	
2. CURRENT STATE	
<p>The fundamental challenge affecting Bitou ICT revolves around its lack of skilled staff in key areas of the organigram namely Division Network Operations & Support (see figure 1), with the current posts being unfunded and vacant. Bitou is proposing to have these services provided by an outsourcing agreement with a suitably skilled company to provide these functions to ensure high-quality services and support.</p> <p>The existing support is provided through outsourcing, the majority of which are onsite with an offsite support component providing the high-end skills, call logging and monitoring and security support.</p> <p>ICT services outlined in the specification section define the currently outsourced scope, with the existing contract expiring 30 June 2022, we are required to test the market to secure these services. Bitou Municipality reserve the right to consider extending this contract beyond the initial 3-year period.</p> <p>The Bitou municipality reserves the right and where required may insource function throughout the contract.</p>	
3. SCOPE	
<p>Bitou Municipality strategic objective is to appoint a suitable service provider to outsource ICT Technical Support Services for all Production Server, Security and Storage environments.</p>	
4. APPLICABLE STANDARDS, SPECIFICATIONS AND REGULATIONS	
<ol style="list-style-type: none"> 1.1. Supply Chain Management (SCM) Regulations 1.2. Bitou SCM Policy 1.3. Bitou ICT Policies 1.4. Preferential Procurement Regulations, 2017 1.5. SANS 	
BITOU ICT POLICY TREE	
<p>The service provider must comply with the below ICT policies, all activities within the ICT space will always be orientated around ICT policy current and future. It stands to reason that all ICT and municipal policies will in one way or the other affect all ICT services.</p>	



5. SPECIFICATION REQUIREMENTS

SUPPORT TIERS

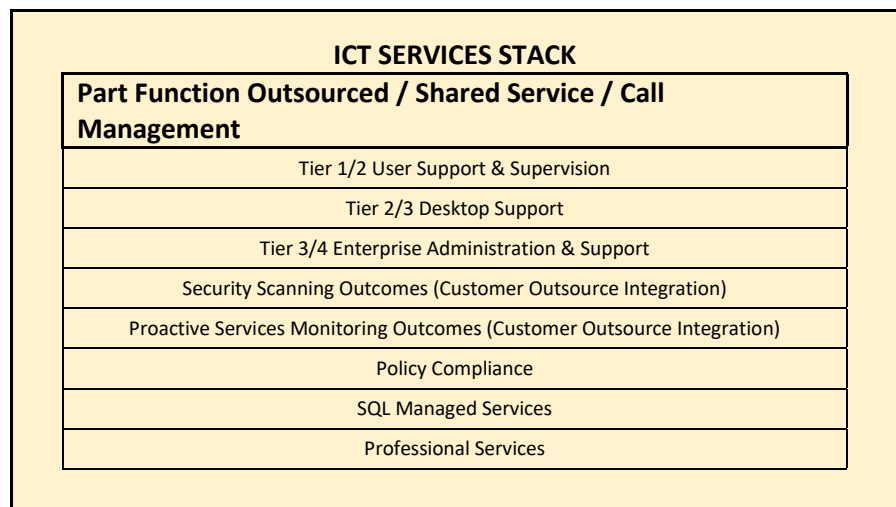
Throughout this document you will see references to tiers of support, the below serves as a breakdown to align support services to the desired functions. Below is a breakdown of the Tiers of support, the description serves to align the expected support per Tier to the bidder's support processes.

IT Support Level	Function	Support methodology	Staffing needs
Tier 0	Self-help and user-retrieved information	Users retrieve support information from the web and mobile pages or apps, including FAQs, detailed product and technical information, blog posts, manuals, and search functions.	Tier 0 requires technical and marketing resources to create, maintain, and update product information.
		Users also use apps to access SharePoint where they can request and receive services without involving the IT staff.	A development team handles website and app creation.
		Email, web forms, and social contact methods such as Skype Teams and Telegram etc., are used to send questions and requests to upper support tiers or company personnel.	Moderators are used for monitoring customer forums.
Tier 1	Basic help desk resolution and service desk delivery	Support for basic customer issues such as solving usage problems and fulfilling service desk requests that need IT involvement.	First point of contact, trained to solve known problems and to fulfil service requests by following scripts.
		Use of remote tools to initiate support, if no solution is available, tier 1 personnel escalate incidents to a higher tier.	
Tier 2	In-depth technical support	Experienced and knowledgeable technicians assess issues and provide solutions for problems that cannot be handled by tier 1.	Support personnel with deep knowledge of the product or service, but not necessarily the engineers or programmers who designed and created the product.
		If no solution is available, tier 2 support escalates the incident to tier 3.	
Tier 3	Expert product and service support	Access to the highest technical resources available for problem resolution or new feature creation.	Tier 3 specialists are generally the most highly skilled product specialists and may include the creators, chief architects, or engineers who created the product or service.
		Tier 3 technicians attempt to duplicate problems and define root causes, using product designs, code, or specifications.	
		Once a cause is identified, the company decides whether to create a new fix, depending on the cause of the problem. New fixes are documented for use by Tier 1 and Tier 2 personnel.	
Tier 4	Outside support for problems not supported by the organization	Contracted support for items provided by but not directly serviced by the organization, including printer support, vendor software support, machine maintenance, depot support, and other outsourced services.	Preferred vendors and business partners providing support and services for items provided by your co
		Problems or requests are forwarded to tier 4 support and monitored by the organization for implementation.	

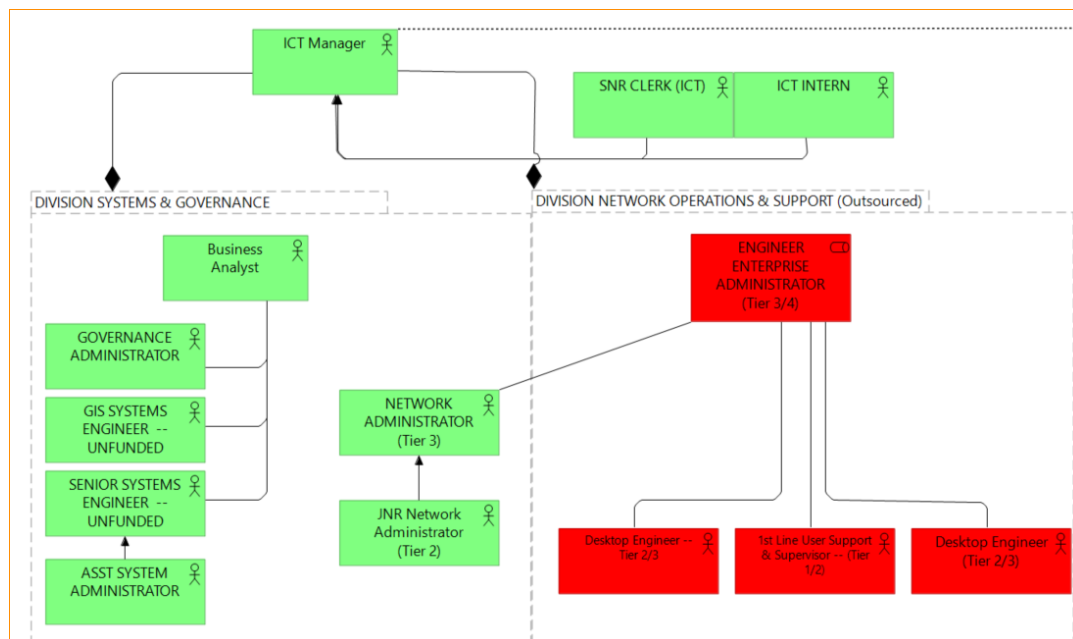
SCOPE OF OPERATIONAL SUPPORT

The service can be broken down into the following three categories:

Part Function Outsourced / Shared Service	<ul style="list-style-type: none"> - 4th Tier Enterprise Support - Oversees the below two Tiers - Preferably onsite but can be offsite
Provide Tier 1 Support	<ul style="list-style-type: none"> - Tier 1 Support - 1st Line user support & Supervisor - Preferably onsite but can be offsite - Considered helpdesk position
Onsite Operational	<ul style="list-style-type: none"> - Tier 2/3 Support - Physical personnel onsite - Considered Desktop Support



Red Outsource Function
Green Onsite in Sourced



KEY LINE OF BUSINESS APPLICATIONS

Note: this is not an exhausted list but rather the most common application used.

Application Name	Application Ownership	Minimum Required Support	Platform Type
Samras DB4 ERP	Bytes Technology	System Platform Support	Linux
MS SQL	Bitou Municipality	First/Second Line & System Platform Support	Windows
Flexgen	Bytes Technology	First/Second Line & System Platform Support	Windows
Collaborator	Business Engineering	First/Second Line & System Platform Support	Windows
Ignite	Ignite	First/Second Line & System Platform Support	Hosted
GIS	Esri	First/Second Line & System Platform Support	Windows
BarnOwl	Barn Owl	First/Second Line & System Platform Support	Windows
Microsoft Office	Bitou Municipality	First/Second/Third & System Platform Support	Windows
RouteMaster	CAT Software	First/Second Line & System Platform Support	Windows
Teltrace	Telkom	First/Second Line & System Platform Support	Windows
Bitou Website	Bitou Municipality	System Platform Support	Linux
SharePoint	Bitou Municipality	First/Second Line & System Platform Support	Windows

BITOU MUNICIPAL OFFICES

No	Site Name	Location	
1.	Bitou Municipality Main Building	Plettenberg Bay / Sewell Street	+ - 80
2.	Bitou Municipality DR Site	Plettenberg Bay / Marine Drive	+ - 8
3.	Melville's Corner	Plettenberg Bay / Melville's Corner	+ - 75
4.	Public Works / MSID	Plettenberg Bay / Main Street	+ - 30
5.	CCC Office	Plettenberg Bay / Flying Cloud Drive	+ - 10
6.	Fire Station	Plettenberg Bay / Flying Cloud Drive	+ - 8
7.	Community Service	Plettenberg Bay / Flying Cloud Drive	+ - 15
8.	Waterworks	Plettenberg Bay / Flying Cloud Drive	+ - 10
9.	Parks & Recreation	Plettenberg Bay / Flying Cloud Drive	+ - 5
10.	Town Library	Plettenberg Bay / Marine Drive	+ - 5
11.	New Horizon Library	New Horizon / Saringa Road	+ - 5
12.	Green Valley Library	Green Valley / Pine Street	+ - 3
13.	KwaNokuthula Library	KwaNokuthula	+ - 3
14.	Kranshoek Library	Kranshoek	+ - 3
15.	Crags Library	Kurland	+ - 2
16.	Crags Housing Office	Kurland	+ - 3
17.	Bossiesgif Housing Office	Bossiesgif	+ - 3
18.	New Horizon Counsellor Office	New Horizon	+ - 3
19.	KwaNokuthula Waste transfer site	KwaNokuthula	+ - 3
20.	Simunye Centre	KwaNokuthula	+ - 10
21.	ICT Office	Plettenberg Bay / Sea Witch Avenue	+ - 9
22.	Councillors Office	Plettenberg Bay / Sea Witch Avenue	+ - 5

EXISTING INFRASTRUCTURE EQUIPMENT (CURRENT STATE)

NETWORK (CURRENT TECHNOLOGIES USED)

All the below technologies are maintained and operated primarily from the Municipal onsite support staff with offsite support staff providing advanced 4th level support, the support and operations must consist of the following but not limited to:

1. Support for faults
2. Replacement due to failure, requiring repair or replacement
3. Replacement due to required or advised maintenance
4. Replacement due to upgrading
5. Officially documented quarterly regular maintenance
6. Upgrading (software and hardware)
7. Lifecycle management

Switching

- HP 2530
- HP 3500
- HPE 5700

BITOU MUNICIPAL EQUIPMENT ON-SITE

Type	Equipment Description
Relay Sites x 2	<ul style="list-style-type: none">• Point to point backhaul +- 3
High Sites x 9	<ul style="list-style-type: none">• Point to multipoint sector +- 3• Point to point backhaul +- 3• Mikrotik Router x1• 1 KVA ups with 100 ah Battery backup• 9u outdoor secure enclosure• IP Cameras and NVR's
CCC Office	<ul style="list-style-type: none">• HP DL380 ESX Host x 2• HP 1820 switch x 1• EMC VNXe3500 x 1• VNX5300 x1• Brocade Fibre Channel Switches x 2• IP Cameras and NVR's
Municipal Main Building	<ul style="list-style-type: none">• Fx2 Dell Blade Enclosure x 3 Hosts 1 x Backup Proxy• Unity 300• HP 3800 10G UTP\Fibre San Switches x 2• HP 3500 core switches x 2• HP 2530 client switches x 6• Laptops Computers typically HP, Dell Lenovo• Desktop Computers and Screens typically HP• Port replicator and external Screens• Tablets and handheld computers• IP Cameras and NVR's• Projectors• Sagem Biometric Device for Time and attendance and Access control• 100 KVA Generator• 7 Kva Qon UPS• 3 x 42u Rackmount cabinets

Client Site Typically +- 25 Sites

- Wall-mount cabinet 9U
- Rackmount Mikrotik Router x1
- Rackmount HP 2530 or HP 1820 switch x 1
- Rack Mount 1KVA SNMP ups x 1
- Primary and secondary client links

GENERAL FUNCTION

These functions cut across all services and functions within the outsource. All services must be aligned to the entitlements which will be defined within the SLA. All services must be aligned and comply with SLA for all calls and services.

COMPLIANCE

1. The process of implementing, enforcing & measuring ICT policy.
2. Required to ensure Good Governance.
3. Fundamental to proactive management.
4. Will be subject to both internal and external Audits.
5. Will be subject to penalties for not adhering to deadlines.

DISASTER RECOVERY SERVICE

In the event, Bitou requires the service provider to provide DR services it can procure these services through the cost plus portion of the contract, and can include any of the following: All existing disaster recovery infrastructure is considered supported.

23. Offsite manage replication target for servers and or backups
24. Offsite tape storage
25. High-speed backup link for offsite storage
26. High-speed link for business continuity allowing sufficient access to Municipal DR Site
27. Hosted managed Backup Location for Bitou Equipment

SUPPLY OF GOODS

In the event of failures or exceptional circumstances, and as part of the operational responsibility of the service provider and with the express purpose of delivering the most efficient services with the least amount of disruption and fastest possible turnaround time. For all hardware and software, items listed within the specification, the Municipality will conduct an open book approach where the service provider can provide and deliver ICT Goods and services and may add up to 10% to supplier vendor quotes. Bitou Municipality reserves the right to compare these to market prices and negotiate the mark-up accordingly.

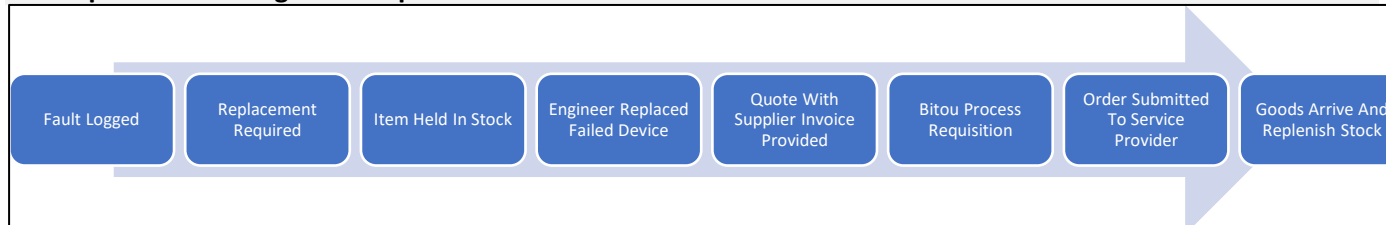
SUPPLY OF SERVICES

For operational upgrades or new requirements, it will be at the discretion of the Bitou Municipality that the service provider may provide services in relation to the specifications within this document. For all professional related services, the Municipality will conduct an open book approach where the service provider can provide and deliver ICT services and may add up to 10% to supplier vendor invoices. Bitou Municipality reserves the right to compare these to market prices and negotiate the mark-up accordingly.

HARDWARE SPARES

It will be the responsibility of the service provider to ensure there are sufficient key spares available for a replacement covering all supported assets.

1. Replacement using on-site spares:

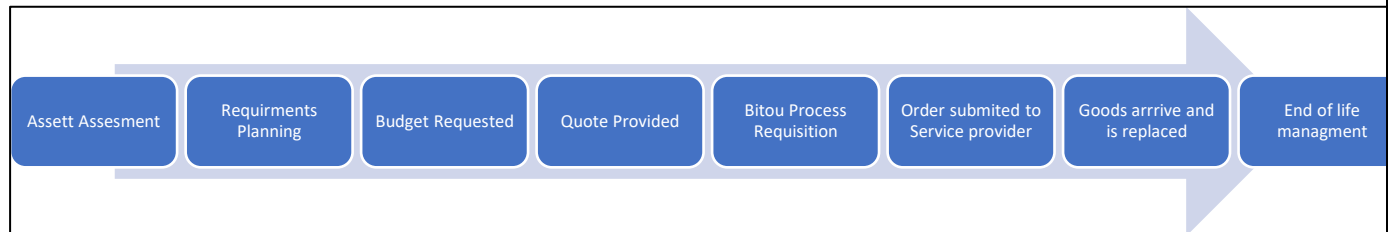


2. Replacement where there are no on-site spares:



3. Replacement Lifecycle:

- The service provider will be required to advise on end-of-life replacement for budgetary purposes.
- The service provider is to be responsible for all ICT assets.
- The service provider will be responsible to report on the assets quarterly.



PROFESSIONAL SERVICES

<u>Engineer (Tier 1)</u>	Gather the customer's information and to determine the customer's issue by analyzing the symptoms and figuring out the underlying problem
<u>Engineer (Tier 2)</u>	More in-depth technical support level than 1st Line and regularly provides onsite and remote support may include network and wireless engineering skills
<u>Engineer (Tier 3)</u>	More in-depth technical support level than 2 nd Line and regularly provides onsite and remote support, but include in-depth knowledge of servers' stage networking
<u>Engineer (Tier 4)</u>	External support for problems not supported by the organization, where the onsite support Tiers cannot resolve.
<u>Interactive Media Engineer</u>	Dealing predominantly with interactive media projectors screens and conferencing equipment
<u>Product Specialist</u>	Engineer specializing in a particular product
<u>Project Manager</u>	Plan, budget, oversee and document all aspects of the specific project
<u>Accommodation</u>	limited to a 3-star establishment
<u>Travel Rate Round Trip (Base to Bitou and Return)</u>	Rate per round trip where services require onsite attention

LICENSING & MAINTENANCE

Note: The below items are the key operational systems Bitou require to be managed through the operations and renewals, but not limited to. New items deemed to be operational will fall into this category and be required to be managed by the chosen service provider. It will be the responsibility of the appointed service provider to manage the renewals and provide the quotation in good time before the expiration (penalties to apply).

For existing and new software licencing and upgrades, it will be at the discretion of the Bitou Municipality that the service provider may provide concerning the specifications within this document. For all licensing and maintenance related services, the Municipality will conduct an open book approach where the service provider can provide and deliver ICT services and may add up to 10% to supplier vendor invoices. Bitou Municipality reserves the right to compare these to market prices and negotiate the mark-up accordingly.

1. Microsoft Licensing (Currently and ELA Direct with Microsoft)













- Large Account Reseller
- Office 365 E3
- Volume licensing agreement
- Exchange Server
- System Centre Configuration Manager
- Skype for Business
- SQL Server.
- Microsoft Endpoint.




2. Mimecast Services

- Mimecast Cyber Security Awareness
- Mimecast Secure email gateway
- Mimecast Enhanced Security
- Mimecast Archiving Solution
- Mimecast UEM Enterprise
- Mimecast Monthly Support
- Large File Send

3. FortiGate Firewall (Current Licensing)

- 200e HA Pair (Main Site)

Entitlement	Status	
 FortiCare Support	 Registered	 Actions ▾
 Firmware & General Updates	 Licensed (Expiration Date: 2022/04/17)	
 Intrusion Prevention	 Licensed (Expiration Date: 2022/04/17)	
 AntiVirus	 Licensed (Expiration Date: 2022/04/17)	
 Web Filtering	 Licensed (Expiration Date: 2022/04/17)	
Outbreak Prevention	 Licensed (Expiration Date: 2022/04/17)	

System Information		 
Hostname	FGT_HA_Master	
Serial Number	FG200E4Q17914951	
Firmware	v6.4.7 build1911 (GA)	
Virtual Domains		

- 200E standalone (Disaster Recovery Site)

Entitlement	Status	
+ FortiCare Support	✓ Registered	Actions ▾
+ Firmware & General Updates	✓ Licensed (Expiration Date: 2022/08/01)	
+ Intrusion Prevention	✓ Licensed (Expiration Date: 2022/08/01)	
+ AntiVirus	✓ Licensed (Expiration Date: 2022/08/01)	
+ Web Filtering	✓ Licensed (Expiration Date: 2022/08/01)	
Outbreak Prevention	✓ Licensed (Expiration Date: 2022/08/01)	

System Information		
Hostname	FGT_DR	
Serial Number	FG200E4Q17901451	
Firmware	v6.4.7 build1911 (GA)	
Virtual Domains	✓	

4. Veeam Backup & Replication

- Backup to Disk
- Backup to Tape
- Backup copy to DR Site

LICENSE INFORMATION

License

Sockets

Instances

Status

Valid

Expiration date

2029/05/30 (2689 days left)

Type

Perpetual

Edition

Enterprise Plus Edition

Licensed to

Bitou Municipality

Contact person

Gavin Gresse

CPU sockets (Hyper-V)

6

CPU sockets (vSphere)

6 (6 used)

Instances

6 (0 used)

Support ID

01879429

Support expiration date

2022/06/14 (147 days left)

Install License

Update Now

Report...

☐ Update license automatically (enables usage reporting)

Close

5. VMware

- Primary Site 3 x Hosts
- Secondary DR Site 2 x Host

License Quantity	Unit of Measure	License Key Notes	Type	Number	License Coverage Start Date	License Coverage End Date	Support Level	ELA Flag
1	INSTANCE(s)	Virtual Centre for Main Building	ORDER	21584900				
1	INSTANCE(s)	Virtual Centre for Main Building	CONTRACT	41938756	2021/08/28	2022/08/27	Basic Support	N
6	CPU(s)	ESX Hosts licenses for Main Building	ORDER	21584900				
6	CPU(s)	ESX Hosts licenses for Main Building	CONTRACT	41938756	2021/08/28	2022/08/27	Basic Support	N
2	CPU(s)	Knysna host license	ORDER	22833832				
2	CPU(s)	Knysna host license	CONTRACT	422265937	2021/08/28	2022/08/27	Basic Support	N

6. EMC Hardware Maintenance

- VNX 5300
- VNXe3200
- Unity 300

7. Dell

- FX2 Chassis Enclosure
- 4 blade enclosures

8. SolarWinds

- SolarWinds Logging Event manger

Manage license

License type: SolarWinds Security Event Mgr (formerly LEM)-SEM50 [Upgrade license](#) | [Deactivate](#)

Maintenance license expiration: 2022-06-11 (143 days left)

9. Security

- DNS hosting
- Certificate renewals

COMPLIANCE

Purpose:

Ensuring compliance with ICT policy through regular review and remediation, it must be noted that the below items are auditable functions and are mandatory for compliance internally and externally.

Review Type	Frequency	Owner	Reviewer
Audit Event logs Reviews	Monthly	Enterprise Administrator	Bitou ICT
ICT Hardware Stocktake	Monthly	Onsite team	Bitou ICT
Operating System Baselines	Quarterly	Part Function Outsourced	Bitou ICT
Firewall Review	Quarterly	Collaboration	Bitou ICT
Restore Test	Monthly	Onsite team	Bitou ICT
Disaster Recovery Testing	Quarterly	Onsite team / Part Function Outsourced	Bitou ICT
Endpoint Firewall Review	Quarterly	Part Function Outsourced	Bitou ICT
Backup Tape Offsite	Monthly	Onsite team	Bitou ICT
Backup Reports	Monthly	Part Function Outsourced	Bitou ICT
Baseline Exceptions	Yearly	Onsite team / Part Function Outsourced	Bitou ICT
Environmental Checks			
Aircon	Quarterly	Onsite team	Bitou ICT
Fire Suppression	Quarterly	Onsite team	Bitou ICT
Access Control	Quarterly	Onsite team	Bitou ICT
Version Baselines	Yearly	Part Function Outsourced	Bitou ICT
Annual Software Scan	Yearly	Part Function Outsourced	Bitou ICT

CALL LOGGING

Provide ADFS integrated web-based ITIL compliant call logging system with sufficient licensing to accommodate all support staff, with the ability to integrate with a provided monitoring solution. The system is to bridge and coordinate support functions between the onsite staff and the offsite staff.

CALL ASSIGNMENT & PRIORITISATION

Assigning calls were required to the support level required to resolve the reported incident, problem or request.

1. 1st Line Call Handling / 1st Line Call Handling Supervisor

The Tier 1/2 level engineer receives a technical incident, problem or request through the call logging system and attends to the call until the call exceeds the knowledge of the person and the engineer would be forced to leave their desk and attend site. Where at this time, the call gets allocated to the appropriate engineer who attends to the call until resolution or reassigned the call to the appropriate service group.

PASSWORD RESET HANDLING

Securely reset users' passwords on request, ensure password account and request are authorized in line with the approved ICT Policies.

TECHNICAL FUNCTION

TIER 1/2 USER SUPPORT & SUPERVISION

1. Provides the first point of contact for technical assistance.
2. Conduct selective proactive checks, with the express intention of ensuring service delivery.
3. Manages Call Queues.
4. Manages Escalations.
5. Manage customer experience and contact.
6. Is Deskbound.
7. Remote or onsite.
8. Reports on monthly call volume.
9. Maintains hardware stock through a monthly stock take.

TIER 2/3 DESKTOP SUPPORT

1. Provides in-person or remote support.
2. Considered a desktop engineer.
3. Responsible for all Desktop, Laptop and mobile device equipment build.
4. Maintains hardware stock through a monthly stock take.

SCENARIOS FOR TIER 3/4 ENTERPRISE ADMINISTRATION & SUPPORT

Scenario 1: Where Bitou Municipality does NOT have a suitably employed Enterprise Administrator, all enterprise support will be conducted by the bidder. In this scenario, the technical enterprise architecture is considered managed by the bidder.

Scenario 2: Where Bitou Municipality has employed an Enterprise Administrator, in this situation the appointed official would escalate issues where the nature of the incident necessitates, an outsourced tier 4 engineer to assist with the resolution. In this scenario, the technical enterprise architecture is shared by both parties, limited to 30 hours per week.

TIER 3/4 ENTERPRISE ADMINISTRATION & SUPPORT

Please see attached Job Description that describes the duties. Analyse and provide recommendations about the information systems hardware/ software and/ or capacities ICT service to the Bitou municipality within the scope of all ICT policies and associated documents by;

1. Maintain and manage all ICT services:
2. Participate in meetings providing guidance and good practice.
3. Manage and monitor connectivity and ensure satisfactory performance, capacity, and experience.
4. Test, Install and implement new services
5. Maintenance and Support of Desktop and Server infrastructure
6. Lead Desktop and Network team with short term and long direction and escalations.
7. Manage, coordinate & validate ICT backups, replication, DRP and business continuity.
8. Manage user security.
9. Internet-related security
10. Manage electronic communication systems.
11. Maintain device baselines in line with the book of standards.

SECURITY SCANNING OUTCOMES (CUSTOMER OUTSOURCE INTEGRATION)

Based on monthly security scanning calls will be logged to remediate the possible vulnerabilities.

PROACTIVE SERVICES MONITORING OUTCOMES (CUSTOMER OUTSOURCE INTEGRATION)

Where operation monitoring reports outages, calls will be logged for remediations.

SQL MANAGED SERVICES

Daily, Weekly Monthly checks must be conducted to ensure operations to proactively manage the environment. The list below is for reference purposes, and it is expected that support and maintenance be conducted with best

practice and effective site operation in mind to ensure the effective operations of all ICT activities. It must be noted that these are auditable functions and are mandatory for compliance internally and externally

1. Health Checks – Server
2. Quarterly Security Assessment
3. DB Backups

CHECKS	Frequency	Output
Health Checks – Server	Daily	Report or Incident / Problem logging
Monthly Security Assessment	Monthly	Report or Incident / Problem logging
DB Backups	Daily	Report or Incident / Problem logging

CABLING SERVICES

Installation of Network cabling all-inclusive of infrastructure cabling from switch to endpoint. A price per point is required to ensure the agile installation of network points and to exclude lengthy quotation processes.

1. Price per point supplied as a bulk order and must include the following Items these are the maximums that must be included in the per point cost.
 - a. Up to 50 meters of network cable per point
 - b. 2 x lengths of PVA trunking of 16mm x 25mm x 3000 mm (H x W x L)
 - c. 1 x Keystone
 - d. 1 x patch leads (1000mm)
 - e. 1 x Fly leads (3000mm)
 - f. Labelling on the patch panel, patch lead, fly lead and keystone
 - g. Network point test schedule
 - h. Sundries to complete installation (cable ties, wall plugs, silicone, crack filler and repaint if required)
2. Senior technician
 - a. Responsible engineer and point of contact of installation
 - b. On occasion, will be required to work from heights:
 - i. Must comply with Construction Regulations 10 (of 2014) of the OHS Act of 1993
 1. To be managed throughout the contract
3. Junior technician
 - a. Assistant to the Senior technician
4. Travel Rate Round Trip
 - a. Round trip from base to Bitou municipal location. +/- 30 Km travel within Plettenberg bay

PROFESSIONAL SERVICES

1. Used to acquire professional services in line with ICT activities and service improvement.
2. Service Provider to provide technical support to Bitou Municipality as and when required.
3. Applies to items or requirements that are not covered in this specification.

IMACDS (INSTALLATION, MOVES ADDITIONS, CHANGES & DELETIONS REQUESTS)

In-scope:

1. **Installations:** of software where the service, feature or function already exists.
2. **Moves:** are the change in location of a current customer Integration, requiring both installation and decommission.
3. **Additions:** are the addition or creation of something new on an existing customer Integration.
4. **Changes:** are the modification of existing customer Integration.
5. **Deletions:** are the disconnection and removal of a customer Integration.
6. Implementation can be achieved with little or no impact on the service delivery of the municipality.
7. Implementation is simple of nature and can be achieved during normal working hours without impacting Bitou's daily operations directly or indirectly.
8. Upgrading of existing systems and infrastructure.

Out of scope:

The following are specifically excluded as being defined and implemented as IMACDs:

1. Major software version upgrades where there is a high probability of service outage for an extended period, excluding firmware upgrades.
2. Projects are derived from the capital where there are planned projects to install new hardware and software and implement new solutions.
3. Project management where IMACDs require third party coordination.
4. All cabling costs are associated with an IMACD.
5. Shipping or transport of equipment.

Perform IMACDs that fall within the above definition up to a maximum of 10 working hours per month (or 120 hours per contract year) including design, project management and engineering hours. The Bitou ICT manager and Services Delivery Manager will agree when a major version upgrade is called off against the 10 hours, as and when required.

SLA REQUIREMENTS (PENALTIES APPLY FOR NON-COMPLIANCE)

Bitou Municipality will reserve the right to audit the service provider within the bounds of the contract to ensure the ability of the service provider to provide and supply the required services, skills and/or products remaining within the ICT best practices and standards.

Current Frameworks/Standards/Compliance that ICT is working towards and will be applicable:

- ISO
- NIST
- Agile
- Prince
- COBIT
- ITIL
- Zachman

MONTHLY SERVICES MEETING

To be held onsite or if pre-arranged held remotely in the first two weeks of each month and must include a services report for compliance, KPI, auditory evidence and performance management of the agreed contract and SLA.

Attendees to include:

- Service Delivery Manager
- Operations Manager
- Account Manager

Minimum Reporting

- Backup Success Failure
- Security incidents
- Endpoint reports infections, definition status etc.
- Windows update status
- Adherence to SLA
- Call volume breakdown and breaches in accordance with SLA
- Network availability, Servers, and Network.
- Preventative Maintenance

STAFF COMPLIMENT

Provide staff complement to manage minimum call quantities bellow, escalating by up to 20% per year:

- Incident Requests – a current average of 232 calls per month
- Service Requests – a current average of 205 calls per month
- Change Request – a current average of 6 calls per month

ICT POLICY COMPLIANCE

- Proactively ensuring policy compliance
- Constantly measuring the environment against the existing Policy

STANDBY ENGINEER/S

- Must have standby phone with the published support number
- Must have own suitable own transport
- Must be within Bitou area while on standby

SLA TARGETS

SLA	Support Hours	Target SLA	MTTR	Measurement
P1	Match Municipal working hours Monday – Thursday 07:30 – 16:30 Friday 07:30 – 13:30	1 hour – Response to incident	4 hours – Mean time to repair	Provider supplied incident management system
P1	After hours Monday – Thursday 16:30 – 07:30 Friday – Monday 13:30 – 07:30	2 hour – Response to incident	4 hours – Mean time to repair	Provider supplied incident management system
P2	Match Municipal working hours Monday – Thursday 07:30 – 16:30 Friday 07:30 – 13:30	2 hours – Response to incident	8 hours – Mean time to repair	The provider supplied incident management system
P3	Match Municipal working hours Monday – Thursday 07:30 – 16:30 Friday 07:30 – 13:30	8 hours – Response to the incident (End of Business Day)	24 hours – Mean time to repair (next Business Day)	The provider supplied incident management system
Minimum Uptime				
Server Availability		99%		
Backup Success		90%		
SLA Adherence		95%		

6. MAINTENANCE & REPAIRS

Not applicable

7. GUARANTEES & WARRANTIES

Potential Suppliers will have to provide the necessary warranties/guarantees and after-sales services as and when required.

To cover a minimum of 6 months from delivery of the Certificate of completion.

8. OCCUPATIONAL HEALTH & SAFETY REQUIREMENTS

In terms of section 10 of the Occupational Health and Safety Act any person who manufactures, imports sells or supplies any substance for use at work shall:

Ensure, as far as reasonably practicable, that the substance is safe and without risks to health when properly used.

Take such steps as may be necessary to ensure that information is available with regard to the use of the substance at work, the risks to health and safety associated with such substance, the conditions necessary to endure that the substance will be safe and without risks to health when properly used and the procedures to be followed in the case of an accident involving such substance.

Where required compliance with Construction Regulations 10 (of 2014) of the OHS Act of 1993

9. RETENTION

Not applicable

10. DELIVERY

Delivery Address: Bitou ICT Offices, 19 Seawitch Avenue, Plettenberg Bay 6600 or Bitou Main Building, 4 Sewell Street, Plettenberg Bay 6600

11. PRICING REQUIREMENTS

- Tenders must be in ZAR Currency (Rand).
- Price escalation will apply as follows:
 - Rate of Exchange will be allowed with proof
 - CPI upon the anniversary of the contract
- Bid prices must be inclusive of VAT
- All delivery costs must be included in the Tender.
- All Tenders must be valid for up to **90 Days**.
- If the tender validity expires on a Saturday, Sunday or public holiday, the Tender Offer shall remain valid and open for acceptance until the closure of business on the following working day.

12. EVALUATION

- Tenders will be evaluated on a comparative basis, which is the reason for the design of the tender specification and additional schedules (if applicable).
- All Tenders received shall be evaluated in terms of the BLM SCM & Preferential Procurement Policies.
- Points will be awarded to bidders who are eligible for preferences in terms of BBD 6.1: Preference Point Claim Schedule (where preferences are granted in respect of B-BBEE contribution).
- The terms and conditions of BBD 6.1 shall apply in all respects to the tender evaluation process and any subsequent contract.

13. CLARIFICATION OF TENDER OFFER AFTER SUBMISSION

- Provide clarification of a Tender Offer in response to a request to do so from the Employer during the evaluation of Tender Offers.
- This may include providing a breakdown of rates or prices and correction of arithmetical errors resulting from the product of the unit rate and the quantity by the adjustment of certain line-item totals.
- No change in the unit rate or prices or substance of the Tender Offer is sought, offered, or permitted.

14. ALTERATIONS TO DOCUMENTS

- In the event of a mistake having been made on the price schedule, it shall be crossed out in ink and be accompanied by an initial at each and every price alteration."
- If correction fluid has been used on any specific item price, such item will not be considered. Corrections in terms of price may not be made by means of correction fluid such as Tippex or similar products. No correction fluid may be used in a Price Schedule where prices are calculated to arrive at a total amount. If correction fluid has been used, the tender as a whole will not be considered.
- The Municipality will reject the bid if corrections are not made in accordance with the above.

15. PRE-QUALIFICATION

The bellow section is intended to test the bidder in terms of the ability to deliver against the specification laid out in the respective sections.

Note: Please provide a CV with the relative experience complying with minimum requirements including relevant qualifications; provide evidence of experience with Key Software and hardware.

TIER 1/2 USER SUPPORT & SUPERVISION

Note: all the below are minimum requirements please see the addendum for Job Description, it is also to be noted this may be more than one person as we see this as a service.

Purpose

Customer service facing support function, all calls are logged and despatched via this function with all support and call closures being executed and updated through this function, the function is responsible for managing all calls and escalations.

Customer Support Service must provide monthly call statistics for calls logged and closed with adherence to SLA, identifying areas where service can be improved through the above call logging procedure.

TIER 1/2 USER SUPPORT & SUPERVISION (PREFERABLY ONSITE)

Must have at least the bellow capabilities

Provide a dedicated resource for logging of calls and managing the assignee groups and subsequent call management, all calls initiation is filtered through this function first.

Dedicated call desk person for the resolution of Support calls	Yes	No
1 year+ experience working on a service desk	Yes	No
1 year+ experience providing basic ICT support	Yes	No

MANDATORY EVIDENCE SECTION

Staff Commitment for Tier 1/2 User Support & Supervision	Select	
CV provided with contactable references and committed to providing staff member as per CV	Yes	No

TIER 2/3 DESKTOP SUPPORT (MUST BE ONSITE)

Note: all the below are minimum requirements please see the addendum for Job Description, Budget, and recruitment dependent we may choose to insource this post by no later than 30 June 2023

Purpose

To perform tasks/activities associated with the provision of end-user support and analyses, diagnoses and resolve software/ hardware related problems ensuring optimum and uninterrupted functionality of daily user operations.

The engineer/s must have at least the bellow experience by the commencement date of the contract:

(if not fully compliant, please indicate by when the staff member will satisfy below, no later than 6 months after commencement of services)

3 Years+ experience supporting laptops, Mobile devices, and desktops.	Yes	No
3 Years delivering related support services in an active directory environment	Yes	No
Radio Frequency Awareness certified	Yes	No
Fall Arrest Technician certified	Yes	No
Valid Driver's License	Yes	No

MANDATORY EVIDENCE SECTION

Staff Commitment for Tier 2/3 Desktop Support the above should be referenceable within the mandatory evidence.	Select	
CV provided with contactable references and committed to providing staff member as per CV	Yes	No

TIER 3 ENTERPRISE ADMINISTRATION & SUPPORT (CAN BE PROVIDED ONSITE OR OFFSITE)

Note: all of the below are minimum requirements please see the addendum for Job Description, Budget and recruitment dependent we expect to insource this post by no later than 30 June 2023.

Purpose

To manage the effective functioning and availability of network/ infrastructure/ communication technology and PC services; manage all municipal IT servers and services and ensure they are always available to all users; ensure

stability, integrity, and efficient operation of the information systems that support core organisational functions; monitoring, maintaining, supporting, and optimizing all networked software and associated operating system.

Engineer/s must have at least the bellow experience by the commencement date of contract:

3 Years+ experience working in similar size ICT operations	Yes	No
3 Years+ experience in supporting VMware infrastructure	Yes	No
3 Years+ experience operating Veeam Backup and replication	Yes	No
3 Years+ experience supporting Microsoft Server infrastructure	Yes	No
3 Years+ experience supporting VPN Technologies (Always on, Direct Access, or similar)	Yes	No
3 Years+ experience supporting Collaboration Tools (Skype for Business, Teams, or similar)	Yes	No
3 Years+ experience supporting Office 365 (Exchange, Teams, or similar)	Yes	No
3 Years+ experience supporting Microsoft Active Directory infrastructure	Yes	No
3 Years+ experience supporting SAN infrastructure	Yes	No
Experience and understanding for supporting network infrastructure	Yes	No
Experience and understanding supporting FortiGate Firewall	Yes	No
Must have own fit for purpose transport	Yes	No

MANDATORY EVIDENCE SECTION

Staff Commitment for Enterprise Administrator the above should be referenceable within the mandatory evidence.	Select	
CV/s provided with contactable references and committed to providing staff member or members as per CV/s	Yes	No
If support mode is to be shared, please provide each CV as supporting documentation.		

TIER 4 EXPERT ADMINISTRATION & SUPPORT (CAN BE PROVIDED ONSITE OR OFFSITE)

Purpose

To provide expert support based on any given scenario or issue experienced for the duration of the contract. This support will only be utilised where the skill capacity and knowledge of Tier 3 support is determined to be insufficient. This service can comprise multiple individuals or be located onsite.

Engineer/s or service must have at least the bellow experience by the commencement date of contract:

Certified (CCNP or superior) or 5 years+ experience supporting Network Infrastructure	Yes	No
5 Years+ experience working in similar size ICT operations	Yes	No
Certified (VCP - VMware Certified Professional 2022 or superior) or 5 Years+ experience in supporting VMware infrastructure	Yes	No
Certified (VMCE or superior) or 5 Years+ experience operating Veeam Backup and replication	Yes	No
Certified or 5 Years+ experience supporting Microsoft Server infrastructure	Yes	No
Certified or 5 Years+ experience supporting VPN Technologies (Always on, Direct Access Etc)	Yes	No
Certified or 3 Years+ experience supporting Collaboration Tools (Skype for Business, Teams Etc)	Yes	No
Certified Administrator or 3 Years+ experience supporting Office 365 (Exchange, E3 Etc)	Yes	No
Certified or 5 Years+ experience supporting Microsoft Active Directory infrastructure	Yes	No
Certified or 5 Years+ experience supporting SAN infrastructure	Yes	No
Certified or 5 Years+ experience supporting FortiGate Firewall	Yes	No
Must have own fit for purpose transport	Yes	No

MANDATORY EVIDENCE SECTION

Staff Commitment for Tier 4 Expert Administration & Support, the above should be referenceable within the mandatory evidence.	Select	
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CV provided with contactable references and commitment is given to provide staff member or members as per CV	Yes	No
If support mode is to be shared, please provide each CV as supporting documentation.	Yes	No

ACCOUNT MANAGER (SUPPORT STAFF)

Note: all the below are minimum requirements.

Purpose

Responsibilities include developing a relationship with the municipality, managing cost, renewables, invoices, and quotations in accordance with the contracted services.

The Account Manager must have at least the bellow experience by the commencement date of the contract:
(if not fully compliant, please indicate by when the staff member will satisfy below, no later than 6 months after commencement of services)

3 Years+ experience working as Account Manager	Yes	No
Valid Driver's License	Yes	No

MANDATORY EVIDENCE SECTION

Staff Commitment for Account Manager	Select	
CV provided with contactable references and commitment is given to provide staff member as per CV	Yes	No

SERVICE DELIVERY MANAGER (SUPPORT STAFF)

Note: all the below are minimum requirements.

Purpose

Responsible for the overall delivery of benefits and services by providing support and guidance, the role includes being focused on providing a high level of service for Bitou in line with the agreed SLA and industry best practices. Coordinating escalating, the resolution of any reliability issues or service-related issues including tracking of service metrics, influencing of future budgets, and leading the professionals responsible for getting services delivered.

The SDM must have at least the bellow experience by the commencement date of the contract:
(if not fully compliant, please indicate by when the staff member will satisfy below, no later than 6 months after commencement of services)

3 Years+ experience working as Service Delivery Manager	Yes	No
ITIL Compliant, either v3 or v4	Yes	No
3 Years+ experience managing incidents in a call logging system	Yes	No
Good understanding of Disaster recovery procedures and enterprise architecture	Yes	No
Valid Driver's License	Yes	No

MANDATORY EVIDENCE SECTION

Staff Commitment for Service Delivery Manager	Select	
CV provided with contactable references and commitment is given to provide staff member as per CV	Yes	No

CABLING SERVICES

Purpose

Installation of Network cabling all-inclusive of infrastructure cabling from switch to endpoint.

Key Functions

To ensure network cabling is installed according to best practices and complies with Bitou Municipal cabling standards.

MANDATORY EVIDENCE SECTION		
Staff Commitment for Support Staff or equivalent	Select	
1 x Senior Technician with 2 Years+ experience - CV provided with contactable references and committed to providing staff member as per CV	Yes	No

PROFESSIONAL SERVICES

Purpose

Key to the shared services comprise of the following:

1. Professional services for the implementation of new projects or requirements defined in the IMACD section.
2. Where product specialist is required.
3. Additional services
4. Any project undertaken by this section and implemented at Bitou Local Municipality is considered to be supported under the tiered support as mentioned above.

Key Functions

Issues that are far-reaching and or provide a support escalation point beyond the organization's existing skills.

MANDATORY EVIDENCE SECTION		
Staff Commitment for Support Staff or equivalent	Select	
1 x SCCM Certified or 3 Years+ experience working with SCCM Environments - CV provided with contactable references and committed to providing staff members as per CV	Yes	No
1 x Veeam Certified (VMCE or superior) or 3 Years+ Experience - CV provided with contactable references and committed to providing staff members as per CV	Yes	No
1 x Microsoft Environment Certified Expert or 3 Years+ Experience - CV provided and committed to providing staff members as per CV	Yes	No
1 x VMWare Certified (VCP - VMware Certified Professional 2022) or higher or 3 Years+ Experience - CV provided with contactable references and committed to providing staff members as per CV	Yes	No
1 x FortiGate Certified or 3 Years+ Experience - CV provided with contactable references and committed to providing staff members as per CV	Yes	No
1 x Mimecast Certified or 3 Years+ Experience - CV provided and committed to providing staff members as per CV	Yes	No

SQL Managed Services

Purpose

Daily Weekly Monthly checks must be conducted to ensure operations are proactively managed within the environment, the checks are split between onsite, offsite, and remote monitoring teams or as agreed. The list below is for reference purposes, and it is expected that all support and maintenance be conducted within industry best practice with effective site operation in mind to ensure the effective operations of all ICT activities.

It must be noted that these are auditable functions and are mandatory for compliance internally and externally.

MANDATORY EVIDENCE SECTION		
Service must have at least the bellow experience		
1 x Senior DBA with 5 Years+ Experience - CV provided with contactable references and committed to providing staff members as per CV	Yes	No
2 x Junior DBA with 1 Years+ Experience - CV provided with contactable references and committed to providing staff members as per CV	Yes	No

16. LOCAL CONTENT	
Not Applicable	
17. DEFINITION OF TERMS	
None	
18. ABBREVIATIONS	
SCM	Supply Chain Management
BBD	Bitou Municipality Bidding Document
SANS	South African National Standards
SABS	South Africa Bureau of Standards

PRICING SCHEDULE

BITOU MUNICIPALITY	
Tender Number:	SCM/2022/39/CORP
Tender Description:	THE PROVISION OF OPERATIONAL ICT MAINTENANCE, SUPPORT, SERVICES, EQUIPMENT AND SOFTWARE RENEWALS
PLEASE NOTE:	<ol style="list-style-type: none"> 1. Only firm prices will be accepted. Non-firm prices (excluding prices subject to rates of exchange variations) will not be considered. 2. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point. 3. All costs MUST be included in the bid price, for the rendering of the service at the prescribed destination. 4. All prices shall be tendered excluding VAT but including customs or excise duty and any other duty, levy, or other applicable tax. 5. All prices shall be tendered in accordance with the units specified in this schedule. 6. The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. Where the tenderer indicates a "Nil/R.0.00", "Not Applicable (N/A)" or as a "dash (-)" without explanation, the tenderer may be declared non-responsive.
TENDER PRICE SUBMISSION	
I / We (full name of Bidder)	
the undersigned in my capacity as	
of the enterprise	
hereby offer to Bitou Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Bitou Municipality and subject to the conditions of tender, for the amounts indicated hereunder:	

This schedule is divided into 4 sections, each section can be awarded separately, however, the bidder cannot bid for part of a section.

1. Staffing
2. Part Function Outsourced / Shared Service / Call Management
3. Professional Services
4. Cabling Services (price Per Point)

Qty	Description	Unit Price p/m
	Onsite Staffing	
1	Tier 1/2 Tier User Support & Supervision	
2	Tier 2/3 Tier Desktop Support	
	Scenario 1 for Tier 3 Enterprise Administration & Support	
1	Engineer Enterprise Administrator (Offsite Shared Service or Onsite) (40 Hours per week)	
	Support Staff	
1	Service Delivery Manager (Onsite/Offsite)	
	Support Escalation	
30	Tier 4 Support (40 Hours per week)	
	Professional Services	
1	SQL Managed Services	

	Professional Services	Per Hour
1	Engineer (Tier 1)	
1	Engineer (Tier 2)	
1	Engineer (Tier 3)	
1	Engineer (Tier 4)	
1	Interactive Media Engineer (Engineer for installation of interactive media ex. Screens, projectors, etc.)	
1	Product Specialist	
1	Project Manager	
1	Accommodation limited to a 3-star establishment	
1	Travel Rate Round Trip (Base to Bitou and Return)	
Unit	Cabling Services (Price Per Point)	Varies
1	Price per point (Per network Point)	
1	Installation Team - 1 Senior Technician (hourly Rate)	
1	Installation Team - 1 Junior Technician (hourly Rate)	
1	Accommodation limited to a 3-star establishment	
1	Travel Rate Round Trip (Base to Bitou and Return)	
	Ad-Hoc Operational Charges based on Supplier Quotations	
	Software Renewals (maximum 10% markup)	
	Operations Support Software (maximum 10% markup)	
	Hardware (maximum 10% markup)	
Total price for the entire project		Sub-Total
		Value-Added-Tax @ 15%
		Total

DECLARATION BY TENDERER

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

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my/our tender and that I/we elect domicillium citandi et executandi in the Republic at:

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

NAME (PRINT)

SIGNATURE

CAPACITY

DATE

NAME OF ENTERPRISE

WITNESS 1

WITNESS 2