



TENDER NO.: SC 1417/2013

TIME AND ATTENDANCE CONTROL SYSTEMS FOR THE OVERSTRAND MUNICIPALITY WITH A CONTRACT PERIOD ENDING 30 JUNE 2016

PROCUREMENT DOCUMENT

PREPARED AND ISSUED BY:

DIRECTORATE: FINANCE: SCM UNIT
OVERSTRAND MUNICIPALITY
PO BOX 20
HERMANUS
7200

CONTACT:

NAME: **JOHNET VAN ASPEREN**
E-MAIL: jvanasperen@overstrand.gov.za

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT)	PRICING SCHEDULE – REFER TO PAGES 75 - 77

OCTOBER 2013

KLEINMOND Private Bag X3 Kleinmond; 7195 Tel: 028 271 8100 Fax: 028 271 4678	HERMANUS PO Box 20 Hermanus; 7200 Tel: 028 313 8000 Fax: 028 313 8048	STANFORD PO Box 84 Stanford; 7210 Tel: 028 341 0640 Fax: 028 341 0445	GANSBAAI PO Box 26 Gansbaai; 7220 Tel: 028 384 0111 Fax: 028 384 0241
---	--	--	--

TENDER DETAILS						
TENDER NUMBER:	SC1417/2013					
TENDER TITLE:	TIME AND ATTENDANCE CONTROL SYSTEMS FOR THE OVERSTRAND MUNICIPALITY WITH A CONTRACT PERIOD ENDING 30 JUNE 2016					
CLOSING DATE:	2013/11/29		CLOSING TIME:	12H00		
SITE MEETING:	DATE:	N/A	TIME:	N/A	COMPULSORY:	N/A
SITE MEETING ADDRESS:	N/A					
BID BOX NO:	5	SITUATED AT: Overstrand Municipal Building, Magnolia Avenue, Hermanus. The bid box is generally open 24 hours a day, 7 days a week.				
OFFER TO BE VALID FOR:	60	DAYS FROM THE CLOSING DATE OF BID.				

TENDERER DETAILS			
NAME OF TENDERER:			
NAME OF CONTACT PERSON:			
PHYSICAL ADDRESS:		POSTAL ADDRESS:	
TELEPHONE #:		FAX NO.	
E-MAIL ADDRESS:			

DATE:	
SIGNATURE OF TENDERER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED:	

PLEASE NOTE:
a) Tenders that are deposited in the incorrect box will not be considered.
b) Tender box deposit slot is 28cm x 2.5cm.
c) Mailed, telegraphic or faxed tenders will not be accepted.
d) If the bid is late, it will not be accepted for consideration.
e) Bids may only be submitted on the Bid Documentation provided by the Municipality.

ENQUIRIES MAY BE DIRECTED TO:		
	ENQUIRIES REGARDING BID PROCEDURES	TECHNICAL ENQUIRIES
CONTACT PERSON:	BLAKE D'OLIVEIRA	JOHNET VAN ASPEREN
TEL. #/E-MAIL	028 313 5016	ivanasperen@overstrand.gov.za

CONTENTS

	PAGE NUMBER
PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY	4
1. CHECKLIST	5
2. TENDER NOTICE & INVITATION TO TENDER	6
3. AUTHORITY TO SIGN A BID.....	7
4. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES	9
5. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT	10
6. GENERAL CONDITIONS OF TENDER	19
7. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS	21
8. MBD 4 – DECLARATION OF INTEREST	22
9. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 – PURCHASES/SERVICES (90/10).....	25
10. MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES.....	31
11. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION.....	33
12. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES.....	35
PART B – SPECIFICATIONS AND PRICING SCHEDULE.....	36
13. SPECIFICATIONS	37
14. ANNEXURE A – Main Agreement for the Delivery of IT Related Services and Systems	47
15. PRE-QUALIFICATION SCORE SHEET.....	73
16. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER.....	74
17. PRICING SCHEDULE	75
18. MBD 7.1. – CONTRACT FORM - PURCHASE OF GOODS / WORKS	78
19. DECLARATION BY TENDERER	80
PART C – DATABASE REGISTRATION	81



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

1. CHECKLIST

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

1.	Authority to Sign a Bid Is the form duly completed and is a certified copy of the resolution attached?	Yes	No	
2.	Certificate of Authority for Joint Ventures Is the form duly completed and signed?	Yes	No	
3.	Tax Clearance Certificate Is an ORIGINAL and VALID Tax Clearance Certificate attached?	Yes	No	
4.	MBD 4 (Declaration of Interest) Is the form duly completed and signed?	Yes	No	
5.	MBD 6.1 (Preference Points claim form for purchases/services) Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate or the original B-BBEE Certificate attached?	Yes	No	
6.	MBD 8 (Declaration of Past Supply Chain Practices) Is the form duly completed and signed?	Yes	No	
7.	MBD 9 (Certificate of Independent Bid Determination) Is the form duly completed and signed?	Yes	No	
8.	Specifications Is the form duly completed and signed?	Yes	No	
9.	Pre-Qualification Criteria Is the form duly completed and signed?	Yes	No	
10.	Schedule of Work Experience of Tenderer Is the form duly completed and signed?	Yes	No	
11.	MBD 7.1 (Contract form – Goods/Works) Is the form duly completed and signed?	Yes	No	
12.	DATA BASE REGISTRATION Is the form duly completed and signed? Are ALL the supporting documents attached?	Yes	No	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

2. TENDER NOTICE & INVITATION TO TENDER**TENDER NO. SC 1417/2013****TIME AND ATTENDANCE CONTROL SYSTEMS FOR THE OVERSTRAND MUNICIPALITY WITH A CONTRACT PERIOD ENDING 30 JUNE 2013**

Tenders are hereby invited for: **Time and Attendance Control Systems for the Overstrand Municipality with a contract period ending 30 June 2016.**

Tender documents, in English, are obtainable from **Friday, 01 November 2013**, at the offices of the Supply Chain Management Unit, Overstrand Municipality, Magnolia Avenue, Hermanus, Tel. 028 313 8064 from Ms. Rita Neethling between 08h30 and 15h30, upon payment of a **tender participation fee** of **R130.00** per set. Alternatively the documents may be downloaded free from the website: www.overstrand.gov.za.

Sealed tenders, with “**Tender No. SC 1417/2013: Time and Attendance Control Systems for the Overstrand Municipality with a contract period ending 30 June 2016.**” clearly endorsed on the envelope must be deposited in **Tender Box No. 5** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus. Bids may only be submitted on the bid documentation provided by the Municipality.

The closing date and time of the tender is on Friday, 29 November 2013 at 12h00 and will be opened in public immediately thereafter in the SCM Committee Room, Hermanus Administration.

Tenders must be valid for **60 days** after the closing date. Tenders shall be evaluated in terms of the Preferential Procurement Regulations, 2011 and bidders may claim preference points in terms of their B-BBEE status level of contribution.

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

Please refer enquiries to Ms. Johnet van Asperen at:

E-mail address: jvanasperen@overstrand.gov.za



3. AUTHORITY TO SIGN A BID

1. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on _____ 20 __, Mr/Mrs _____
 _____ (whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of _____
 (Name of Company) in his/her capacity as _____

Full name of Director	Residential address	Signature

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

2. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)

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

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



3. PARTNERSHIP

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

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

Full name of partner	Residential address	Signature

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

4. CLOSE CORPORATION

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

By resolution of members at a meeting on _____ 20____ at _____, Mr/Ms _____, whose signature appears below, has been authorized to sign all documents in connection with this bid on behalf of (Name of Close Corporation) _____

Full name of member	Residential address	Signature

SIGNED ON BEHALF OF CLOSE CORPORATION:		DATE:	
PRINT NAME:			
IN HIS/HER CAPACITY AS:			
WITNESS 1:		WITNESS 2 :	



4. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. _____

 authorized signatory of the Company/Close Corporation/Partnership (name) _____
 _____, acting in the capacity of lead partner, to
 sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

1. Name of firm (Lead partner)			
Address			
		Tel. No.	
Signature		Designation	

2. Name of firm			
Address			
		Tel. No.	
Signature		Designation	

3. Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

4. Name of firm			
Address			
		Tel. No.	
Signature		Designation	

NOTE: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture, shall be appended to this Schedule.

5. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.14. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

Initial:	
-----------------	--



- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any 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.

Initial:	
-----------------	--



- 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.

Initial:	
-----------------	--



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

9. Packing

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

10. Delivery

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

11. Insurance

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

12. Transportation

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

13. Incidental

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

Initial:	
-----------------	--



14. Spare parts

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

15. Warranty

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

16. Payment

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

17. Prices

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

Initial:	
-----------------	--



18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

22. Penalties

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

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - 23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or

Initial:	
-----------------	--



- 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 23.6.2. the date of commencement of the restriction
 - 23.6.3. the period of restriction; and
 - 23.6.4. the reasons for the restriction.

These details will be loaded in the National Treasury’s central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person’s name be endorsed on the Register for Tender Defaulters. When a person’s name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

Initial:	
-----------------	--

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

26. Termination for insolvency

The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Notwithstanding any reference to mediation and/or court proceedings herein,
- 27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

Initial:	
-----------------	--



32. Taxes and duties

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser’s country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices.

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

General Conditions of Contract (revised July 2010)

Initial:	
-----------------	--

6. GENERAL CONDITIONS OF TENDER
--

1. Sealed tenders, with the “**Tender Number and Title**” clearly endorsed on the envelope, must be deposited in the **tender box indicated** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus.
2. The tender must be lodged by the Tenderer in the tender box in the Main Cash Hall, Hermanus Municipal Offices, Magnolia Avenue, Hermanus

Please Note:

- ◆ **Tenders that are deposited in the incorrect box will not be considered.**
 - ◆ **Tender box deposit slot is 28cm x 2.5cm.**
 - ◆ **Mailed, telegraphic or faxed tenders will not be accepted.**
 - ◆ **Documents may only be completed in black ink.**
 - ◆ **The use of correction fluid/tape on the bid documents is not allowed. If there is an error, draw a line through it, initial next to it and make the correction directly above /below/next to it.**
 - ◆ **All bids must be submitted in writing on the official forms supplied (not to be re-typed)**
 - ◆ **All prices shall be quoted in South African currency and be INCLUSIVE of VAT.**
3. Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
 4. Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
 5. A separate Tender box is provided for the reception of Tenders and no Tender will be considered which, subsequent to the closing hour for Tenders, may be found in another box.
 6. Tenders shall be opened in public at the Hermanus Municipal Offices as soon as possible after the closing time for the receipt of tenders.
 7. Alterations or deletions not signed by the Tenderer may render the tender invalid.
 8. The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; ALTERNATIVELY;
 9. That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
 10. The tenderer shall declare **all** the Municipal account numbers in the Overstrand Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.
 11. All prices shall be quoted in South African currency and be **INCLUSIVE** of VAT.
 12. This bid will be evaluated and adjudicated according to the following criteria:
 - Relevant specifications
 - Value for money
 - Capability to execute the contract
 - PPPFA & associated regulations

_____ *[insert any other criteria]*

Initial:	
-----------------	--

13. Invoices

All invoices must be forwarded to the following address:

Overstrand Municipality
PO Box 20
Hermanus, 7200

14. Value-Added Tax (VAT)

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

15. Standard Payment Terms

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

Initial:	
-----------------	--



7. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

Initial:	
-----------------	--



8. MBD 4 – DECLARATION OF INTEREST

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

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

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

- (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 of 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 public 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 exercises control over the company.



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



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

NB:

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

4. DECLARATION

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

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

SIGNATURE	DATE	
NAME OF SIGNATORY		
POSITION		
NAME OF COMPANY		

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

- (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 of 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 public entity; or
- (f) an employee of Parliament or a provincial legislature.



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

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

1. GENERAL CONDITIONS

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

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

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

2. DEFINITIONS

- 2.1. *“All Applicable Taxes”* includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2. *“B-BBEE”* means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3. *“B-BBEE status level of contributor”* means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4. *“Bid”* means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

- 2.5. *“Broad-Based Black Economic Empowerment Act”* means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6. *“Comparative Price”* means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7. *“Consortium or Joint Venture”* means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8. *“Contract”* means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9. *“EME”* means any enterprise with an annual total revenue of R5 million or less (except where Sector Charter Thresholds apply);
- 2.10. *“Firm Price”* means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11. *“Functionality”* means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12. *“Non-firm Prices”* means all prices other than “firm” prices;
- 2.13. *“Person”* includes a juristic person;
- 2.14. *“Rand Value”* means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15. *“Sub-contract”* means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16. *“Total Revenue”* bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17. *“Trust”* means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18. *“Trustee”* means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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



4. POINTS AWARDED FOR PRICE

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

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

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

Where:

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

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

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

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

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



6. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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



9. I / we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
1. The information furnished is true and correct;
 2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
 3. In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 4. If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - a) disqualify the person from the bidding process;
 - b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - e) forward the matter for criminal prosecution

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

FOR INFORMATION PURPOSES ONLY

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

1. EME B-BBEE STATUS LEVEL CERTIFICATES ISSUED BY AUDITORS AND ACCOUNTING OFFICERS AS CONTEMPLATED IN THE CLOSE CORPORATION ACT

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

2. BIDDERS OTHER THAN EMES

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



10. MBD 8 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

4.1	Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>(To access this Register enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		



4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.5.1	If so, furnish particulars:		

5. CERTIFICATION

I, the undersigned (full name), _____, certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			



11. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).⁴ Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

OVERSTRAND MUNICIPALITY

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;

⁴ Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁵ will not be construed as collusive bidding.
 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f) bidding with the intention not to win the bid.
 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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



12. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

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

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

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

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

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

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

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

NB: Please attach certified copy(ies) of ID document(s)

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
--	--

Signature	Position	Date

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



PART B – SPECIFICATIONS AND PRICING SCHEDULE



13. SPECIFICATIONS

A. GENERAL

1. Executive summary

- 1.1. The Overstrand Municipality has committed to leveraging the advances in Information and Communication Technologies (ICT) to improve the accuracy of information on the time and attendance of its employees in the work-place and ensure transparency and accountability in the process.
- 1.2. The solution for which the requirements are specified has to be a cost effective, end to end solution which is completely application independent.
- 1.3. The Overstrand has 3 distinctly different categories of employees (defined hereunder in the overview) and has decided to implement a combination of biometric and mobile (handset/device) solutions to be able to measure employees across all categories of employees consistently and fairly. The Overstrand Municipality will implement the biometric solution at at least 30 points identified. The mobile solution will be implemented for at least 50 teams/individuals.

2. Overview of the Overstrand Municipality

- 2.1. Overstrand Municipality is geographical distributed across a wide area covering more than 1708 km². The Overstrand municipality constitutes of key towns stretching from Rooi-Els to Gansbaai, namely Hermanus, Gansbaai, Stanford, Kleinmond and Betty's Bay, with Hermanus being the Municipality's administrative headquarters.
- 2.2. The Data Centre where the solution will be hosted is located in Hermanus at the administrative headquarters.
- 2.3. Due to the large number of regional offices in the various towns and remote work sites in the regions within the jurisdiction of the Municipality, the time and attendance of our employees during office hours is a legislative compliance challenge.
- 2.4. Due to the geographic makeup of the area covered by Overstrand (mountains, valleys, ocean) mobile reception is inconsistent and varies between operators.
- 2.5. The Municipality currently uses a manual time and attendance system which is paper based. Subsequently any management reporting or amendments need to be done manually.
- 2.6. Users of Time and Attendance/Employee Details:
 - 2.6.1. All employees working for the Overstrand Municipality.
 - 2.6.2. There are +- 1500 permanent employees at any given time
- 2.7. Users are differentiated by the following attributes:
 - 2.7.1. Location
 - 2.7.2. Management responsibility
 - 2.7.3. Operational responsibility
 - 2.7.4. Work hours (overtime; standby, shifts, etc.)
 - 2.7.5. Contract vs. permanent employees.
 - 2.7.6. Skilled vs. non-skilled
 - 2.7.7. Literate / Illiterate

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



- 2.8. Employees generally fall into the following categories:
 - 2.8.1. Office personnel – at office 100% during working hours (no meetings outside of office)
 - 2.8.2. Office personnel – at office and in/out at meetings
 - 2.8.3. Personnel working off-site

3. Important Tender conditions and Comments

- 3.1. Overstrand Municipality reserves the right to split the tender and award more than one tender, should a single service provider, at the sole discretion of the municipality, not be able to render all the services as presented in this tender document.
- 3.2. Should the Service Provider intend to sub-contract some of the services, such intent must also be provided in the tender document with full details of the relevant sub-contractor/s.
- 3.3. It will be the duty of the bidder to understand the systems, processes and status quo of the business needs/challenges and the infrastructure and propose a cost effective, innovative solution that is sustainable and adaptable to the future trends in technology.
- 3.4. Any gaps in the requirements specifications must be amended by the tenderer to cater for a comprehensive solution that will integrate and interface with other systems in the Municipality (for example Human Resources, Payroll and Financial systems).
- 3.5. The Council does not bind itself to accept the lowest or any tenders, and reserves the right to accept a tender in part (if the Service Provider agrees), in whole or not at all.
- 3.6. All prices quoted for the hardware, software and accessories, implemented as part of this tender, must explicitly include delivery, installation, testing, customization, configuration, maintenance, licensing, commissioning, implementation and training costs.
- 3.7. Other costs as required to complete the project must be clearly stated and no hidden costs will be entertained. All prices must include vat, unit price and total costs and reference to foreign currency and fluctuations (if applicable).
- 3.8. Regardless of the effective date of this Main Agreement and any of its Annexures, this Main Agreement will terminate not later than 30 June 2016.
- 3.9. The tender offer must be valid for a period of 60 days after closing date of the tender.

4. Service Provider Proposed Service Level Agreement and Main Agreement (Annexure A)

- 4.1. A Service Level Agreement to provide the required post implementation cost and specifications for support and maintenance services must be submitted as part of the response to the Tender.
- 4.2. When compiling the proposed Service Level Agreement, specific cognizance must be taken of the following two documents included in the Tender documentation:
- 4.3. The General Conditions of Contracting (GCC) as required by National Treasury for compliance to regulatory requirements.
- 4.4. The Main Agreement which specifies the minimum requirements for service delivery to the Overstrand Municipality for ICT and related services.
- 4.5. Any proposed amendments to the **Main Agreement (Annexure A)** must be submitted as part of the tender documentation for resolution within 7 business days of the contract being awarded to the successful bidder. Should the proposed amendments to the Main Agreement not be resolved within 7 business days after the contract has been awarded, the Overstrand, at its sole discretion, reserves the right to cancel this tender and contract.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

5. Pre-Qualification criteria

- 5.1. The bidder will be evaluated on the documents submitted. Points allocated are indicated in the table below. The bidder must score a total of at least 23 out of 35 points for the tender to be evaluated further as per the **Pre-Qualification Score Sheet on page 73**,
- 5.2. **Documented proof must be submitted for each criteria listed below**, if such proof is not submitted, the tender will not be evaluated.

DESCRIPTION
Company Experience
Willingness To Work With Other Third Parties Should Council Decide To Accept Part Tenders
Product Functionality And Quality
Acceptance Of Main Agreement

6. Additional information/clarification

- 6.1. Overstrand Municipality reserves the right to ask for any additional information and samples, as it may deemed necessary to evaluate the Bid Proposal.
- 6.2. Bidders that fail to submit additional information or clarification as sought by Overstrand Municipality within two working days of the receipt of Overstrand Municipality's request for such additional information and/or clarification, their bids will be evaluated based on the information furnished along with the Bid Proposal.

7. Contact information

- 7.1. Bidders are requested to contact only the following personnel regarding this tender.

Name	e-mail address	Type of query
Johnet van Asperen	jvanasperen@overstrand.gov.za	System specifications
Blake D'Oliveira	bdoliveira@overstrand.gov.za	Procurement processes

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



B. TECHNICAL SPECIFICATIONS

No	Requirement	Confirm Y/N	Deviation if any	Documented proof attached (provide reference to Annexure)
1	Requirement 1: Biometric solution at specific points in the Overstrand Municipality			
1.1	Hardware requirement			
1.1.1	Fingerprint Sensor : Type : High quality optical sensor resolution			
1.1.2	Sensor area: Average thumb size of an adult human			
1.1.3	False Acceptance Ratio: Not more than 0,001%			
1.1.4	False Rejection Ratio: Less than 0,01%			
1.1.5	Minutiae points: >80+			
1.1.6	Connectivity: LAN/WAN, Ethernet (10/100 Base T), GSM/GPRS, USB 0 2.0 (emergency), TCP-IP			
1.1.7	Body: Rugged and anti-vandal and accident proof			
1.1.8	Operating Temperature: -10° to +55°C			
1.1.9	Operating Scanner Resolution: 500 dpi			
1.1.10	Humidity: 10-95% RH non-condensing without enclosure 0-100% condensing with outdoor-rated customer enclosure			
1.1.11	Verification Time: < 1 second			
1.1.12	Recording Capacity: >500 000 Records			
1.1.13	Finger Template Storage: >7500			
1.1.14	Audio output: Minimum for successful attempt or for unsuccessful attempt or similar voice greetings			
1.1.15	Modes: Online and offline			
1.1.16	UPS Battery Backup: >72 Hrs			
1.1.17	Supply voltage: POE / Battery via AC			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

No	Requirement	Confirm Y/N	Deviation if any	Documented proof attached (provide reference to Annexure)
1.1.18	LCD display: Backlit			
1.1.19	LED Indicators: Minimum Two: Red and Green LED Indicators. Or similar/better visual signals. Should be prominent			
1.1.20	Certifications: EMI, FCC, RoHS CE, MIC, MHQL, IP65 (Any 2)			
1.1.21	Waterproof fingerprint reader			
1.1.22	Requires minimal maintenance			
1.1.23	Work in dusty environments			
1.1.24	Read worn or damaged or wet, moist or rough fingerprints			
1.1.25	Live finger detection to reject fake or spoof fingers			
1.1.26	Integration: Designed for easy integration with payroll solution. For further information kindly contact PayDay Software Systems (PTY) Ltd on 012 803 7730. Comprehensive details on integration/ interfacing provision and information reconciliation must be clearly detailed and included in tender documentation.			
1.1.27	Matching speed: 50,000 fingerprints/second in 1:N mode			
1.1.28	Data or settings such as date, time, holidays, etc. can be changed only by super administrator			
1.1.29	Ability to change software on request of Overstrand Municipality			
1.1.30	Comprehensive details on the software architecture			
1.1.31	Development languages used			
1.1.32	Details of software development based locally to support the system			
1.1.33	Integration/ interfacing details with the PayDay system			
1.1.34	Integration to the access control and CCTV systems			
1.1.35	Software development kit (SDK) including source code be made available for developers			
1.1.36	Database			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



No	Requirement	Confirm Y/N	Deviation if any	Documented proof attached (provide reference to Annexure)
1.1.37	Supported Operating Systems: Windows XP/Vista/ windows 7/other – please advise			
1.1.38	Size of one record in the database: 150 - 300 Bytes (configurable)			
1.1.39	Maximum database size: Unlimited			
1.1.40	The Municipality is currently using Microsoft database (Microsoft SQL 2008 running on Microsoft Server 2008 R2) for database management. The software proposed by the bidder has to be able to work within this environment.			
1.1.41	Database proposed and details on database structure and management			
1.2	Installation requirement			
1.2.1	Decide most practical place to install (for example inside door, outside etc.)			
1.2.2	Connected to Power supply			
1.2.3	Back-up power supply			
1.2.4	Secure (in case of vandalism)			
1.2.5	Connected to network point for data transfer			
1.2.6	In future must be able to integrate with access control (of any choice)			
1.3	Software requirement			
1.3.1	User registration requirement			
1.3.1.1	Registration of users required at 3 main areas – Hermanus HR, Kleinmond Administration Office and Gansbaai Administration Office			
1.3.1.2	Information to be captured: ID number			
1.3.1.3	Validation required on information captured – integration required with PayDay system to verify employee information			
1.3.1.4	The system must have an auto synchronization function enabling a two way flow of information between remote sites and headquarters allowing employees to enroll and clock at all locations.			
1.3.1.5	Two different fingers of every user should be registered and for every finger of that person three sample fingerprint templates should be recorded as a minimum. In all six (6) fingerprint templates of two (2) fingers should be recorded for each enrolment.			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



No	Requirement	Confirm Y/N	Deviation if any	Documented proof attached (provide reference to Annexure)
1.4	Clocking requirement			
1.4.1	Clock all movements against ID number			
1.4.2	The data should be collected in the server/hard disk at central location.			
1.4.3	It is necessary to have back up of this data so that in case of some problem, it is readily available			
1.4.4	It is proposed that the bidder's system is web enabled and is developed using two/three tier architecture and preferably using the Microsoft SQL 2008 running on Microsoft Server 2008 R2 for storage and management of database records and is compatible with other Municipal information systems			
1.4.5	The system should be LDAP enabled to use the Windows active directory and/or Novelle e-directory and use the Municipality's single sign on for authentication and authorization			
1.4.6	High level of Integrity when it is to operate in standalone mode			
1.4.7	Foolproof mechanism so that only authenticated attendance data is generated			
1.4.8	Data must be stored and transferred immediately			
1.4.9	The system must have an auto synchronisation function enabling a two way flow of information between remote sites and headquarters allowing employees to enroll and clock at all locations			
1.4.10	If no connectivity data must be stored and transferred once connectivity re-established			
1.4.11	The system should have a USB port to get the data using removable memory stick			
1.4.12	Special design will be needed that allows the machine to keep its internal clock ticking even in case of protracted electric supply failure. This is over and above the battery backup of 72 hours, which is needed for remaining part of machine (i.e. minus the clock).			
1.4.13	For security purpose this data must be stored in encrypted format			
1.5	General requirements			
1.5.1	High level of Integrity when it is to operate in standalone mode			
1.5.2	Foolproof mechanism so that only authenticated attendance data is generated			
1.5.3	Although currently hardly any access control in place the system must have the ability to integrate with access control should this be required in the future			
1.5.4	Training			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



No	Requirement	Confirm Y/N	Deviation if any	Documented proof attached (provide reference to Annexure)
1.6	Maintenance and Support requirement (Service Level agreement)			
1.6.1	Operational maintenance of hardware including computers, fingerprint reading devices, updating of firmware etc. at various locations for a three (3) year period			
1.6.2	24/7/365 days operational maintenance on the application software and database management to ensure a fully functioning system.			
1.6.3	Provision of telephonic as well as on-site support as and when needed.			
1.6.4	Fixing of any problems logged to the same or better operational efficiencies within 4hours			
1.7	Management interface			
1.7.1	Management interface			
1.7.2	Reporting on individual, team, directorate and company level			
2	Requirement 2: Mobile solution (handset) at specific points in the Overstrand Municipality			
2.1	Hardware requirements			
2.1.1	Network: 3G, HSDPA, EDGE, GSM/GPRS			
2.1.2	Capacitive Touch screen: please specify			
2.1.3	Camera: please specify			
2.1.4	Processor: please specify			
2.1.5	Storage Card: please specify			
2.1.6	Memory: please specify			
2.1.7	Battery: Capacity: please specify, Voice Call time : please specify, Standby : please specify			
2.1.8	Connectivity: please specify			
2.1.9	Maximum Downlink Data Rate: please specify, Maximum Uplink Data Rate please specify, Micro USB for charging and Data			
2.1.10	Audio: please specify, Audio output: please specify			
2.1.11	GPS: (supports A-GPS), G-Sensor, Google maps with turn by turn navigation			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



No	Requirement	Confirm Y/N	Deviation if any	Documented proof attached (provide reference to Annexure)
2.1.12	Touch-LCD with hardened glass, no cracks when you accidentally drop the phone, taking it out of your pocket or bumping it off a table.			
2.2	Installation/set-up requirement			
2.2.1	Set up process: able to do on-site			
2.2.2	Connected to network point for data transfer			
2.3	Software requirements/capabilities			
2.3.1	Software OS: please provide detail specifications			
2.3.2	E-mail Support: please specify			
2.4	User registration requirements			
2.4.1	Registration of users required at 3 main areas – Hermanus HR, Kleinmond Administration Office and Gansbaai Administration Office			
2.4.2	Information to be captured: ID number			
2.4.3	Validation required on information captured – integration required with PayDay system to verify employee information			
2.4.4	The system must have an auto synchronization function enabling a two way flow of information between remote sites and headquarters allowing employees to register at all locations.			
2.5	Clocking requirements			
2.5.1	Clock all movements against ID number			
2.5.2	The data should be collected in the server/hard disk at central location.			
2.5.3	It is necessary to have back up of this data so that in case of some problem, it is readily available			
2.5.4	It is proposed that the bidder's system is web enabled and is developed using two/three tier architecture and preferably using the Microsoft SQL 2008 running on Microsoft Server 2008 R2 for storage and management of database records and is compatible with other Municipal information systems			
2.5.5	The system should be LDAP enabled to use the Windows active directory and/or Novelle e-directory and use the Municipality's single sign on for authentication and authorization			
2.5.6	High level of Integrity when it is to operate in standalone mode			
2.5.7	Foolproof mechanism so that only authenticated attendance data is generated			
2.5.8	Data must be stored and transferred immediately			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			




No	Requirement	Confirm Y/N	Deviation if any	Documented proof attached (provide reference to Annexure)
2.5.9	The system must have an auto synchronisation function enabling a two way flow of information between remote sites and headquarters allowing employees to enroll and clock at all locations			
2.5.10	If no connectivity data must be stored and transferred once connectivity re-established			
2.5.11	The system should have a USB port to get the data using removable memory stick			
2.5.12	Special design will be needed in the machine that allows the machine to keep its internal clock ticking even in case of protracted electric supply failure. This is over and above the battery backup of 72 hours, which is needed for remaining part of machine (i.e. minus the clock). Alternatively, clock may work on long lasting battery (say six months or more).			
2.5.13	For security purpose this data must be stored in encrypted format			
2.6	General requirements			
2.6.1	Able to handle any working environment or outdoor activity			
2.6.2	Able to survive under water for up to 30 minutes at a depth of up to 1 meter			
2.6.2.1	Adhere to the following environmental conditions: a) low pressure for altitude testing b) exposure to high & low temperatures plus c) temperature shock (both operating & in storage) d) rain (including wind-blown & freezing rain) e) humidity, fungus, salt fog for rust testing f) sand & dust exposure g) explosive atmosphere h) acceleration i) shock & transport shock j) gunfire vibration & random vibration			
2.7	Maintenance and Support requirement (Service Level agreement)			
2.7.1	Operational maintenance of hardware			
2.7.2	24/7/365 days operational maintenance on the application software and database management to ensure a fully functioning system.			
2.7.3	Provision of telephonic as well as on-site support as and when needed.			
2.7.4	Fixing of any problems logged to the same or better operational efficiencies within 4hours			
2.8	Management interface			
2.8.1	Management interface			
2.8.2	Reporting on individual, team, directorate and company level			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



14. ANNEXURE A – Main Agreement for the Delivery of IT Related Services and Systems



**MAIN AGREEMENT FOR THE
THE DELIVERY OF INFORMATION TECHNOLOGY RELATED
SERVICES AND SYSTEMS
(<<System Name>>)**

Between:

**OVERSTRAND MUNICIPALITY hereinafter referred to as ("Overstrand") and
herein represented by**

And

**<<Company Name>> hereinafter referred to as ("Service Provider") and herein
represented by**

Pre-amble

Service Provider has presented to Overstrand, that it has sufficient resources and competencies to provide the Services and Systems as agreed in this Contract and as described in the relevant Annexures that will:

1. Ensure a secure and reliable Information Systems and Services to the Overstrand municipal Head Office in Hermanus as well as to all regional offices in the Overstrand.
2. Provide the necessary innovative leadership and consultation when migration strategies are contemplated to improve service delivery to all our communities. Cognisance must also be taken of latest industry trends and regulatory requirements to ensure a best practice approach when new architectures and/or technologies are considered.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



Table of Contents:

1.	Recordal	4
2.	Definitions and Interpretations.....	4
3.	Presentations and Undertakings by Service Provider.....	6
3.1	Presentations by Service Provider.....	6
3.2	Undertakings	6
4.	Service Provider Duties and Obligations.....	6
4.1	User Groups	6
4.2	Minimum Requirements for Service Annexures.....	6
4.3	Cost Savings	6
4.4	Cooperation with other Software Vendors	6
4.5	Ownership of Data and Access to Data	6
4.6	Application Source Code.....	7
4.7	Minimum Requirements for Management Reports	7
4.8	Application Systems and Data Backup and Recovery.....	7
4.9	Statutory and Regulatory Compliance	7
4.10	Provide a Complete Service.....	7
4.11	Conflict of Interests.....	7
4.12	Financial Audits.....	7
4.13	Systems Performance Monitoring Tools.....	7
4.14	Benchmarking and Auditing of Services and Systems	8
4.15	Key Staff by Service Provider	8
4.16	Appointment of Sub-contractors.....	8
5.	Term of Agreement and Service Annexures	8
6.	Amendments to Existing Services and Systems	8
6.1	Amendments to Existing Services and Systems.....	8
6.1.1	Amendments to Services and Systems	9
6.1.2	Projects	9
7.	Day-to-Day Service Delivery Management	9
7.1	Central Call Logging System.....	9
7.2	Severity of Service Failure Impact	9
7.3	Service Credits for Service Failures.....	9
7.4	Service Failure Resolution	10
7.5	Excused Performance.....	10
8.	Disaster Events.....	10
9.	Service Reporting	10
9.1	Monthly Reporting	10
9.2	Forward Planning and Reporting	11
9.3	Ad hoc Reports.....	11
10.	Facilities and Equipment	11
11.	Contract Governance and Services Management	11
11.1	Representatives for Agreements and Services.....	11

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



11.2	Service Provider Key Performance Areas.....	11
11.3	Monthly Service and Performance Review Meetings.....	12
12.	Invoices and Payment for Services.....	12
12.1	Minimum Requirements for Payments.....	12
12.2	Payment for Contracted Services.....	12
12.3	Payments for On-site Consultation and Support Services.....	12
12.4	Payment for Additional Services and Expenses.....	12
12.5	Payments for Projects.....	12
12.6	Service Credits and Penalties.....	12
12.7	Payments in Dispute.....	13
12.8	Annual Increases in Service Fees.....	13
13.	Work Products.....	13
14.	Information Security and Confidentiality.....	13
15.	Risk of Loss and Insurance.....	13
16.	No Assignment.....	13
17.	Indemnification and Limitation of Liabilities.....	13
18.	Termination for Default.....	14
18.1	Service Provider Event of Default.....	14
18.2	Consequences in an Event of Default.....	14
19.	Force Majeure.....	14
20.	Non-Solicitation.....	15
21.	Dispute Resolution.....	15
22.	Conflicts in Documents.....	15
22.1	The Main Agreement and then its Annexures will in all matters take preference.....	15
22.2	Secondly, the General Conditions of Contracting will take preference.....	15
22.3	Thirdly, the Service Level Agreement and any other additional Annexures submitted by the Service Provider and attached to this Main Agreement.....	15
23.	Arbitration and Applicable Law.....	15
24.	Domicilium Citandi Et Executandi.....	15
25.	General.....	16
26.	Acceptance and Sign-off.....	17
27.	Annexures.....	18
27.1	Annexure 1 – Key Performance Areas and Measurement Criteria.....	18
27.2	Annexure 2 – Service Failure Events, Service Credits and Termination Events.....	20
27.3	Annexure 3 – Service Provider Technology Roadmap – Minimum Requirements.....	21
27.4	Annexure 4 – Exit Management and Associated Costs.....	23
27.5	Annexure 5 – Service Provider License Agreement.....	24
27.6	Annexure 6 – Service Provider Support Agreement.....	25
27.7	Annexure 7 – Service Provider Pricing Schedule.....	26

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



1. Recordal

To ensure synergy and full understanding between the Parties of all the statutory and regulatory requirements by which the Agreement between Service provider and Overstrand will be managed, the following is recorded:

- 1.1. The Local Government Municipal Finance Management Act 56 of 2003 (MFMA), Section 116 states the following compliance requirements when contracting with external Service Providers:
 - 1.1.1. Contracts must be in writing;
 - 1.1.2. Periodic contracts reviews once every year
 - 1.1.3. Any other matters as may be required;
 - 1.1.4. Dispute mechanisms must be in place;
 - 1.1.5. Termination of contract in case of non- or under-performance.
- 1.2. The Preferential Procurement Policy Framework Act 5 of 2000, (PPFFA) section 15 provides for the following:
 - 1.2.1. When penalties may be raised against a Service Provider for consistent under-performance;
 - 1.2.2. For early termination of the Contract or part of the Services, and
 - 1.2.3. For the possible blacklisting of Service Providers in case of fraudulent or corrupt activities.
- 1.3. The Overstrand Municipality Supply Chain Management Policy (the Policy) specifically references both the MFMA and the PPPFA to give full effect and to ensure compliance in the execution of the procurement processes in the Overstrand.
- 1.4. Service Provider acknowledges and agrees, that the requirements as set out in the MFMA; the requirements as set out in the PPPFA; the Requirements set out in the Policy, and measures to enforce such compliance requirements, should form an integral part of the Service Delivery Agreement for all Services to be delivered during the term of this Contract.
- 1.5. To give full effect to the above compliance requirements in terms of the Agreement, both parties will provide the required resources to ensure that applicable communication structures and management forums will be established between Service Provider and Overstrand to "take reasonable steps to ensure that the contract is enforced".
- 1.6. Copies of any Acts, Regulations or Policy Frameworks referenced in this Agreement are available on the Overstrand Web-site for perusal by Service Provider (is the MFMA and Procurement Framework Act on our web-site?).
- 1.7. This agreement does not supersede the original main agreement (if applicable).

2. Definitions and Interpretations

Unless a contrary intention appears, the following expressions shall have the indicated meanings and cognate expressions have corresponding meanings.

Definitions and interpretations included in the General Conditions of Contracting will stand as if also be included in this Agreement:

- 2.1. "Agreement" or "Main Agreement" has the same meaning as "Contract" or "Main Contract" and is used interchangeably for the form and structure of sentences.
- 2.2. "Business Day" means any day other than a Saturday, Sunday or South African Public Holiday;
- 2.3. "Commercially Reasonable Effort" means, with respect to any objective referred to in this Agreement, prompt, accurate, complete, appropriate, responsive and diligent effort, made in a professional and workmanlike manner, using properly qualified individuals and, in any event, a level of effort to achieve such objective equal to or exceeding the level of effort to achieve the same or similar objectives generally used by other professional Information Technology companies providing similar services as the Services referred to in this Agreement and its Annexures;
- 2.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or contract execution;

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



- 2.5. "CPIX" means the CPIX average percentage as per the official Statistics South Africa information for the three months prior to the annual review date of the Main Agreement or Service Annexure as the case may be;
- 2.6. "Data" means all Business Records of Overstrand stored in digital format on magnetic, optical or other media and maintained by the Service Provider;
- 2.7. "Day" means a Calendar day unless specifically specified otherwise in this Agreement;
- 2.8. "Delivery" means delivery in compliance with the conditions of this Agreement and its Service Annexures.
- 2.9. "Effective Date" means <<effective date>>, notwithstanding the date of signature hereof;
- 2.10. "General Conditions of Contracting" (GCC) means the General Conditions of Contracting as prescribed by National Treasury and as applicable to all Suppliers and Service Providers of goods and services to Local Government institutions;
- 2.11. "Intellectual Property" means all patents, trade-marks, service marks, design rights, copyright, know-how, trade or business names and other similar rights or obligations, whether or not registered or application for registration thereof has been made, used in or in connection with the Services;
- 2.12. "Main Premises" means Overstrand's head office at 20 Magnolia Avenue, Hermanus, Western Cape, South Africa, 7200;
- 2.13. "Nominated Service Representatives" means the persons from both parties appointed for each party in terms of clause 11.1.1
- 2.14. "Nominated Service Representative/s" means one or more representatives representing the Service Provider and the relevant Overstrand Department in respect of each Service Annexure in terms of clause 11.1.2;
- 2.15. "Prime Rate" means the publicly quoted prime rate announced every quarter by the Reserve Bank of the Republic of South Africa, expressed as a nominal annual compounded monthly rate, calculated on a 365 (three hundred and sixty five) day factor;
- 2.16. "Parties" means Overstrand and the Service Provider, and "Party" means either one of them;
- 2.17. "Public Holiday" means an official public holiday in the Republic of South Africa;
- 2.18. "SCC" means Special Conditions of Contracting for ICT related Services and Systems as specified in this document;
- 2.19. "Service" or "Services" means a Services to be provided by the Service Provider to Overstrand, being a Service contained in a Service Annexure to be monitored on a monthly basis to ensure ongoing performance and compliance by the Service Provider;
- 2.20. "Service Annexure" means an Annexure to this main Agreement which, among other things, provides: detailed descriptions of Services to be provided by the Service Provider; detailed pricing for Services; specific exclusions of certain services, that will not be provided as part of the contracted Services; Key performance areas of Service Provider; service levels for each Service; Objective measures to monitor quality of Services delivered; reporting requirements and all matters directly related to the Services as contracted;
- 2.21. "Service Level" means the qualitative and quantitative standards of performance according to which the Services are to be provided in terms of this Agreement and as specified in each Service Annexure;
Unless a contrary intention appears –
- 2.22. This Agreement contains the general provisions applicable to the provision of the Services. Specific requirements for the provision of the Services are contained in the applicable Service Annexures and other Annexures attached hereto;
- 2.23. a number of days shall be counted exclusive of the first and inclusive of the last day, provided that in the case of a Business Day, if the last day is not a Business Day then the last day shall be the day immediately following the Business Day;
- 2.24. except in the case of Business Days, references to days, weeks, months or years shall mean calendar days, months or years commencing on the first day of a month or year and on a Monday in the case of a week;

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



2.25. Words importing any one gender include the other genders, the singular include the plural and vice versa; reference to this Agreement also includes the Schedules and Annexures thereto and the documents referred to therein.

3. Presentations and Undertakings by Service Provider

3.1 Presentations by Service Provider

Service Provider presents and warrants that it has adequate resources and the necessary skills and competencies to be able to provide the Services contemplated in this Agreement on a sustainable basis during the term of this Agreement.

3.2 Undertakings

Continuing throughout the term of the Main Agreement and each Service Annexure term, the Service Provider undertakes that it will at all times:

- 3.1.1. Use proven and current methodologies and technology of the best practice in the ICT industry to provide the Services, to the extent reasonably required by Overstrand, to take advantage of technology, and other advancements that will enable Overstrand to provide an efficient and sustainable service to all its stakeholders and residents;
- 3.1.2. Comply with all of the policies, procedures and standards of Overstrand during the term of this Agreement;
- 3.1.3. Continuously improve, enhance and supplement the Services to make optimum use of technological advancements and developments, relevant to the provision of the Services and in so doing, achieve optimum economies of scale.

4. Service Provider Duties and Obligations

The Overstrand Municipality appoints the Service Provider to provide the Services in terms of this Agreement and the applicable Service Annexures and any Schedules hereto as it may be amended from time to time. Service Provider must discharge its duties and obligations as listed below with due skill, care and diligence, and according to the standards required by the Overstrand and any Service Annexure attached hereto.

4.1 User Groups

- 4.1.1. Service Provider agrees that Overstrand may liaise with other clients using its systems and services.
- 4.1.2. Service Provider will make known the contact details of its client base in local Government to the Overstrand municipality.

4.2 Minimum Requirements for Service Annexures

To ensure compliance to the MFMA requirements as stated in Section 116, all Services and pricing for such Services must be documented in Service Annexures and in sufficient detail to enable Overstrand to determine the quantum and scope of Services received and paid for.

4.3 Cost Savings

Service Provider shall use its best endeavors to maximize cost efficiencies and cost savings in the provision of the Services, through all reasonable means.

4.4 Cooperation with other Software Vendors

The cooperation between the Service Provider and other software vendors to the Overstrand Municipality will at the reasonable request of the Overstrand fully cooperate to achieve the objectives of the Municipality.

4.5 Ownership of Data and Access to Data

- 4.5.1 The Overstrand will at all times retain ownership of all data maintained in systems, databases or in any media under license or jurisdiction of the Service Provider;
- 4.5.2 At the sole discretion of the Overstrand, the Service Provider will allow nominated employees access to all such data to extract, export and transpose data to any other media for whatever reason;
- 4.5.3 As part of the Services, and where such data is in the possession or control of the Service Provider, Service Provider will provide the required assistance and means to enable the

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



nominated employees to extract any such data, or all the data, as may be required from time to time;

4.5.4 At expiry of this Agreement, Service Provider will deliver to Overstrand a full and complete set of all data maintained by Service Provider during the term of this Agreement, in a readable and auditable format, in an electronic medium, as required by Overstrand for the transitioning of the data to another systems platform or medium.

4.6 Application Source Code

The source code for the Service Provider application software will be made available to the Overstrand municipality under the following terms and conditions:

1) Be sequestrated or placed in liquidation or under judicial management.

4.7 Minimum Requirements for Management Reports

As part of the Services the parties must agree prior to effective date what management reports will be provided by Service Provider as part of the service described in the annexure.

4.8 Application Systems and Data Backup and Recovery

The processes and responsibilities for all applications systems and data backup and recovery to be provided for in the Service Provider systems environment must be reviewed at least annually as part of the Technology Roadmap review. The responsibility of this function remains that of Overstrand.

4.9 Statuary and Regulatory Compliance

4.9.1 As part of the Services under this Agreement, the Service Provider shall ensure at all times full compliance of all its Services and facilities with all applicable legal, statutory and regulatory requirements, and obtaining and maintaining all applicable licences, authorizations, accreditations and permits as may be required from time to time to provide the Services;

4.9.2 Service Provider shall have financial responsibility for, and shall pay all applicable fees to ensure continued compliance of all its Services and facilities with all applicable legal, statutory and regulatory requirements, except where the software utilised is provided by Overstrand, or by a third party, or is part of the operating software or equipment provided by Overstrand;

4.9.3 At the request of the Overstrand, Service Provider shall provide proof of compliance with these provisions.

4.10 Provide a Complete Service

In providing the Services, the Service Provider shall supply, perform and do all such things necessary to complete the entire function required to provide each Service notwithstanding that each part or component of, or making up a specific Service is not referred to or described in any detail, unless where explicitly excluded from the Services.

4.11 Conflict of Interests

In providing the Services, the Service Provider and Overstrand shall use its best endeavours not to do, or omit to do anything, knowingly or negligently, nor permit a situation to arise whereby a conflict may be created between the interests of Overstrand (or any of its employees) and those of Service Provider, and/or any other contractual party.

4.12 Financial Audits

Overstrand may from time to time inform the Service Provider of any audit that it requires to be performed in respect of payments made to Service Provider, Services rendered and all other matters relating to the Services pursuant to this Agreement. The Service Provider will subject itself to such an audit of the invoices in question by the persons appointed by Overstrand.

4.13 Systems Performance Monitoring Tools

4.13.1 As part of the Services throughout the term, the Service Provider agrees to assist Overstrand with in the provisions of the budget provided in the annexures, as it may be applicable to the Services, to verify and measure the performance of the Services and compare such performance and use to that warranted in terms of this Agreement and required by the Service Annexures and Service fees.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



4.14 Benchmarking and Auditing of Services and Systems

- 4.14.1 From time to time Overstrand and the Service Provider may agree to engage an independent consultant, to measure and/or benchmark: the quality of the Services; performance of the systems in use and its architectures; or methodologies used by Service Provider; adherence to Service Levels, the costs of the Services and the use of the Services provided by Service Provider;
- 4.14.2 Such consultant must not be in competition with the Service Provider or its holding company and must be approved by the Service Provider which approval will not be withheld unreasonably;
- 4.14.3 The Service Provider and Overstrand shall discuss in good faith any recommendations made by the consultant, to assess the effort and the costs to implement such recommendations;
- 4.14.4 The costs and time frames to implement any recommendations made by the consultant should be mutually agreed between Overstrand and Service Provider.

4.15 Key Staff by Service Provider

- 4.15.1 When a key employee of the Service Provider is reassigned or when the employment of a key employee is terminated or he resigns, the Service Provider shall promptly replace such person with another person at least as well qualified as the person so replaced.
- 4.15.2 When a key employee of the Service Provider goes on leave, Service Provider shall duly inform the nominated representative of the Overstrand and agree on arrangements for on-going support during the absence of the key employee.

4.16 Appointment of Sub-contractors

- 4.16.1 The Service Provider may not utilise a sub-contractor or enter into a sub-contract with any person (other than an employee of the Service Provider or an Affiliate of the Service Provider) for the provision of all or any part of the Services without Overstrand's prior written consent, which may not be unreasonably withheld or delayed, provided that all the provisions as set out in this Agreement and tender documents are complied with;
- 4.16.2 The Service Provider shall not be relieved of any of its duties in terms of this Agreement or any Service Annexure by entering into any agreement with a sub-contractor, and the Service Provider shall be liable for any acts performed by, or omissions by a sub-contractor and its employees to the same extent as if the Service Provider employee had so acted, and for purposes of this Agreement such act shall be deemed an act performed by the Service Provider.

5. Term of Agreement and Service Annexures

- 5.1. Regardless of the effective date of this Main Agreement and any of its Annexures, this Main Agreement will terminate not later than <<date>>.
- 5.2. Overstrand or the Service Provider will be bound to give at least 30 days prior notice to terminate this Main Agreement or any Services to be delivered as provided for in any Service Annexure attached hereto;
- 5.3. <<Overstrand, at its sole discretion and with the Service Provider's agreement, will have the option to extend this Main Agreement for a subsequent period of twelve months, for a maximum of two extensions effective from <<date>> >>
- 5.4. The term in respect of each Service Annexure, and/or Service shall be specified in the Service Annexure and;
- 5.5. Notwithstanding any term expressed in a Service Annexure (or as it may be renewed), it shall not extend beyond the termination or cancellation of this Main Agreement.

6. Amendments to Existing Services and Systems

6.1 Amendments to Existing Services and Systems

It is agreed and accepted by both Parties that during the term of this Agreement, business needs might change which might also require amendments to the existing Services, Systems and/or to this Agreement:

- Additional Services and/or Systems functionalities may be required;
- Certain Services and/or Systems may not be required any longer.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



6.1.1 Amendments to Services and Systems

When an amendment to the Services and/or System functionalities are required from Service Provider, the approved Supply Chain procedures, as applicable to Local Government, will be followed for all such events. The Service Provider will at the request of Overstrand, cooperate with Overstrand in providing proposals for additional Services, not yet included in a Service Annexure. The request for such approval shall be accompanied by:

- A. Detailed specifications of all business/service requirements;
- B. The Service Provider's proposed solution, in sufficient detail of Services to be provided and technical design specifications by the Service Provider, as may be required.
- C. The pricing for such additional service should be in accordance with the transparency principles as set out elsewhere in this Agreement.

6.1.2 Projects

From time to time Overstrand and Service Provider may enter into an Agreement in respect of projects to change existing Services or implement new Services. All such projects will be defined in detail in a project charter and the project execution will be deemed to be a Service in terms of this Agreement. All Project deliverables and mile-stones will each be an activity to be performed and monitored according to the time-table to be agreed in the Project Charter.

7. Day-to-Day Service Delivery Management

To ensure that this Agreement and Services under this Agreement are managed effectively on a day-to-day basis, specific measures need to be established and mutually agreed between the nominated Service Representatives of both parties.

7.1 Central Call Logging System

All Service failures, its root cause, corrective actions and preventative measures to minimize re-occurrences of Service failures, should be logged in the centralised Call Logging System, as mutually agreed between the Parties.

7.2 Severity of Service Failure Impact

- A. The severity of a Service failure should also be reported by Overstrand to the Service Provider when a Service failure is logged in the Call Logging System. This is to ensure that Service Provider provide the required skills and focus to resolve the Service failure and Services are re-instated in acceptable time-frames as agreed in the relevant Service Annexures;
- B. The service level metrics and corrective actions for Service failures are to be documented in the applicable Service Annexures and must be mutually agreed to between the Nominated Service Representatives for both parties prior to the effective date of the Service Annexure.

7.3 Service Credits for Service Failures

- A. Service Provider agrees that its failure to provide Services as required in terms of this Agreement, and/or to meet Service Levels, may have a material and adverse impact on the business and operations of Overstrand and that the damage from Service Provider's failure to meet its Service Levels is not susceptible to precise determination;
- B. Accordingly, in the event that Service Provider consistently fails to meet Service Levels, then Overstrand may elect, but will not be obliged, to recover service credits as a percentage of the total monthly Service fee as set out in the applicable Service Annexure;
- C. Should there be no applicable monthly Service fee for the Service, then the appropriate annual fees will be apportioned to a monthly fee for the purpose of calculating the service credits;
- D. Nothing in this clause shall be construed as a limitation of any of Overstrand's other rights and remedies in the event that the Service Provider defaults, including the right to cancel this Agreement.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



- E. Service Credits must not be construed with penalties as may be applicable for non-delivery or non-compliance during project developments or implementation of additional Services. Penalties for such events will be negotiated separately between Service Provider and Overstrand on a case-by-case basis.

7.4 Service Failure Resolution

When a failure occurs in respect of a Service, duties or obligations under this Agreement and when such failure has been brought to the Service Provider's attention by Overstrand, the Service Provider shall, at its own cost and without limiting the right of Overstrand to any other remedies in terms of this Agreement:

- C. promptly commence to investigate the root cause(s) of the failure and communicate to Overstrand such root cause(s) as identified;
- D. promptly advise Overstrand of the status of such corrective efforts;
- E. complete correction of any failure within time frames mutually agreed between the parties;
- F. The resolution will be reported back to Overstrand who will Update Call Logging System as to the resolution

7.5 Excused Performance

If any failure to meet a Service Level is directly or solely attributable to a Force Majeure Event, or a third party service provider to Overstrand not under management control of Service Provider, or a failure of the facilities or equipment provided by Overstrand or a breach by Overstrand of this Agreement or a Service Annexure, then Overstrand shall not be entitled to a Service Credit, or any other remedy, to the extent, and for the period of such occurrence.

8. Disaster Events

- 8.1. When an event occurs and is of such a nature that either one of the Parties consider the event to be a disaster, the parties shall communicate, on-site, telephonically or otherwise, in good faith within 4 hours to:
 - 8.1.1. Assess the scope and impact on the delivery of the Services;
 - 8.1.2. Agree on alternative work methods and processes to mitigate the impact of such an event;
 - 8.1.3. Agree on an overall strategy to re-instate Services using commercially reasonable efforts by both parties;
- 8.2. Payment for services rendered by the Service Provider pursuant to a disaster event and which does not form part of the Services, the Service Provider will be remunerated for all direct expenses and costs at rates for ad hoc services as specified in the Service Annexure.

9. Service Reporting

9.1 Monthly Reporting

To assist Overstrand to effectively monitor, assess and measure the performance of Services on a monthly basis, the Service Provider shall submit to Overstrand, in a manner and format reasonably required by Overstrand, and not less frequently than monthly, alternatively with every invoice submitted for payment, a report setting out full details of:

- 9.1.1. Services delivered and performance and compliance of the Service Provider in respect of the provision of all the Services in terms of each Service Annexure in the preceding period;
- 9.1.2. Current status of all new service requests submitted to the Service Provider;
- 9.1.3. Current status and progress on time-lines and deliverables with projects managed by the Service Provider, or projects in which the Service Provider participates;
- 9.1.4. Any foreseeable risks, specific constraints and scope changes identified with compliance with the provisions of this Agreement, its Services, new service requests and projects. Propose alternative solutions to eliminate constraints and minimise risks for all Services to be delivered.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



9.2 Forward Planning and Reporting

- 9.2.1 Each financial year, during the second quarter of the municipal financial year, being October to December each year, or as reasonably may be required by Overstrand, the Parties shall meet and jointly review.
 - a) The scope of Services and all matters specified in the Service Annexures, the processes of how the Services are to be rendered and the technical specifications and the ICT infrastructure requirements applicable to the rendering of Services;
 - b) The costs for the provision of the Services with a view to adjusting such costs as may be required in terms of this Agreement;
- 9.2.2 To ensure continued alignment with industry trends, Overstrand future strategies and forthcoming budget plans of the Overstrand, the Service Provider shall compile and submit to Overstrand in a manner and format reasonably required by Overstrand during November of each year:
 - a) A technology roadmap in respect of current and anticipated ICT industry developments relating to the Services and their availability in respect of present and emerging technologies;
 - b) A development/migration plan in the form of a proposal, including costs, in respect of current and anticipated changes to, and developments in the Services provided;
 - c) An updated Disaster Recovery Plan to enable continuity of services should a disaster event occur;
 - d) An Exit Plan and associated costs to assess the impact of a possible termination either during the term of this Agreement or at the end of the Agreement period. The Exit Plan should also include any additional costs, such as licensing costs and any assets at book value, which might be impacted by such a termination.

9.3 Ad hoc Reports

The Service Provider shall, in terms of this Agreement, and the Service Annexures, develop any additional reports as may reasonably be requested by Overstrand, and can be developed during the agreed support days and within time frames as mutually agreed, from time to time.

10. Facilities and Equipment

- 10.1. Except for the facilities and equipment provided by Overstrand as expressly provided for in this Agreement, or in a Service Annexure, or as otherwise agreed in writing from time to time, the Service Provider shall provide, at its own expense, all of the facilities, personnel, software, services and any other resources necessary to provide the Services.
- 10.2. When this Agreement or a part thereof terminates, the Service Provider must return any facilities and equipment to Overstrand in the same condition as received, with reasonable fair wear and tear accepted.

11. Contract Governance and Services Management

11.1 Representatives for Agreements and Services

- 11.1.1. Service Provider and Overstrand shall each designate a representative known as its Nominated Service Representative whose purpose, in addition to what is set out elsewhere in this Agreement shall be to serve as a channel for communication and escalation to ensure that, at all times, matters of mutual interest relating to this Agreement or disputes, are promptly brought to the attention of the appropriate persons;
- 11.1.2. The Nominated Service Representatives shall have the authority to act on behalf of the Parties with respect to all matters relating to the day-to-day delivery of Services included in the Service Annexure and related Annexures for which they are appointed.

11.2 Service Provider Key Performance Areas

- 11.2.1 In compliance to Section 116 of the MFMA, requirements to do "Monthly performance reviews" (not required if contract is shorter than 3 years) of the Services provided, the Parties shall agree on a set of pre-defined Key Performance Indicators (KPI's) to be implemented to serve as an objective measure to monitor the ongoing quality of the Services to be delivered by Service Provider;

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



11.2.2 The KPI's must be documented in the relevant Service Annexures as applicable for each Service separately, prior to the effective date of this Agreement.

11.2.3 For any additional Services agreed after the effective date of the Main Agreement, the KPI's for such additional Services must be documented in the relevant Service Annexures as applicable for each Service separately, prior to the effective date of such additional Services.

11.3 Monthly Service and Performance Review Meetings

11.3.1 As part of the Services and for the duration of this Agreement, the Nominated Service Representatives shall maintain a monthly Service and Performance Review meeting to monitor and assess, on an ongoing basis, the overall quality of Services and performance of Service Provider, as well as the progress and status of new service requests and projects;

11.3.2 If a monthly meeting is not held as scheduled, the Nominated Service Representatives of both Parties shall meet and agree in writing:

- a) on the reasons why the meeting was not held as scheduled;
- b) on an alternative date for the meeting, which will not be later than the invoice date for Services provided for the month after the scheduled meeting not held.

11.3.3 Agendas, attendance registers, minutes of meetings and all relevant documentation must be kept by Overstrand for all Service and Performance Management Meetings.

12. Invoices and Payment for Services

12.1 Minimum Requirements for Payments

12.1.1 Service Provider must submit all invoices to the applicable Nominated Service Representative of Overstrand, accompanied by a detailed statement of work done, or Services delivered, for the payment period;

12.1.2 All payments to Service Provider will only be processed when in compliance with the applicable Overstrand policies for such payments to be made.

12.2 Payment for Contracted Services

Each contracted Service must be invoiced separately and Overstrand shall pay Service Provider separately for all of the Contracted Services provided by Service Provider under this Agreement and any Service Annexure, the amounts set forth in each Service Annexure.

12.3 Payments for On-site Consultation and Support Services

12.3.1 Regardless of what is agreed elsewhere in this Agreement, its Annexures or any other attachments to this Agreement:

- a) Payments will only be made for actual time spent on delivering the Services as agreed, with the proviso that the actual time spent may not exceed the time as agreed in the Service Annexure;
- b) Amendments to the agreed times may be made from time to time, with the proviso that the agreed time may not be increased without a proper motivation and approval by Overstrand.

12.4 Payment for Additional Services and Expenses

12.4.1 No invoice with respect to additional services or out of pocket expenses will be paid unless such services or expenses were authorized in advance in writing by the Overstrand Nominated Service Representative of the Service for which the additional charges or expenses are claimed.

12.5 Payments for Projects

Payment in respect of projects agreed to in terms of clause 6.3 shall become due at the times and on the basis separately agreed for such projects.

12.6 Service Credits and Penalties

12.6.1 To the extent Overstrand elects a Service Credit or is entitled to any other credit or penalty pursuant to this Agreement or any Service Annexure, Service Provider shall issue a separate credit note in favour of Overstrand, should any penalties be applicable, and will not be reflected on the same invoice as fees due for Services delivered.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



12.6.2 Service Provider should be informed at all times of the severity of the Service failure event at the time of logging the failure event, i.e. Severity 1 or 2 as per Annexure 2 to this Agreement.

12.7 Payments in Dispute

If Overstrand disputes in good faith any portion of an invoice, Overstrand shall pay the undisputed amount of such invoice when due to Service Provider and transfer the disputed portion into an internal account under the control of the Overstrand Director, Finance pending resolution of the dispute. Upon resolution of the dispute in favour of Service Provider, Overstrand shall pay to Service Provider such portion, if any, of the disputed amount determined to be owing to Service Provider.

12.8 Annual Increases in Service Fees

12.8.1 Should Service Provider consider an increase in its service fees, such increases shall be reviewed and mutually agreed and signed by both parties at least one month prior to the next anniversary date of the Agreement;

12.8.2 Annual increases in Service fees will be limited to CPI or 10%, whichever is the lowest during the month of the review;

12.8.3 Annual increase documentation should be viewed as an addendum to the Main Agreement;

12.8.4 Increases in Value Added Tax or any other taxes or regulatory fees, will become applicable as and when introduced by Government.

13. Work Products

The Parties agree that:

13.1. The Service Provider may use any Work Product specifically developed for Overstrand to deliver or provide any service, to any of its clients or customers at any time without Overstrand's prior consent.

14. Information Security and Confidentiality

14.1 The Overstrand Municipality and Service Provider will at all times comply with each other's Information Security Policy and Non-Disclosure Agreement which are annexed to this Agreement by reference;

14.2 Amendments thereto from time to time will be supplied by both parties for review, consideration and mutual acceptance.

15. Risk of Loss and Insurance

Both parties agree that the nature of this Agreement does not require any insurance to cover any risks under this Agreement.

16. No Assignment

Neither Party may cede or assign its rights and/or duties in terms of this Agreement without the prior written consent of the other Party, which may be withheld or provided on such conditions as the other Party in its discretion deems appropriate.

17. Indemnification and Limitation of Liabilities

Except in cases of criminal intent or willful misconduct;

17.1. Both parties hereby agree that neither party shall hold the other party liable, whether under this Agreement or otherwise, for any indirect or consequential loss or damages, loss of production or loss of profits or interest costs, provided that this exclusion does not apply to any obligation under this Agreement to pay penalties or damages to the other party for Services not provided in terms of this Agreement;

17.2. Subject only to the limitations set forth in this clause, a Party who breaches any of its duties under this Agreement or any Service Annexure shall be liable to the other party for direct damages actually incurred by the other party as a result of such breach provided that for any claim or number of claims, each Party's aggregate liability shall be limited to the annual contract value of the Services provided under this Agreement. Direct damages shall include the following and neither party shall assert that they are consequential, indirect or special damages to the extent they result from a Party's failure to fulfil its duties in accordance with this Agreement:

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



- 17.2.1. costs to recreate or reload any of Overstrand's lost or damaged information utilising the latest available back-up data;
- 17.2.2. costs to implement a workaround in respect of a failure to provide the Services, including salaries of employees for overtime worked;
- 17.2.3. costs to replace lost or damaged equipment, hardware, software or other materials;
- 17.2.4. costs and expenses incurred to correct errors in hardware or software maintenance and enhancements or modifications, if any, provided as part of the Services;
- 17.2.5. costs and expenses incurred to procure the Services from an alternate source.
- 17.3. The Service Provider hereby indemnifies and shall hold harmless Overstrand:
- 17.3.1. Against all third party claims of infringement of trademarks, industrial design, use of confidential information, or intellectual copy or patent rights, arising out, or in connection with the Services or any misappropriation by the Service Provider or any of its sub-contractors;
- 17.3.2. Unless otherwise expressly stated herein, the Service Provider shall be solely responsible for, and shall indemnify Overstrand against all sub-contractor claims for costs, losses and expenses of the Service Provider necessary to meet the Service Provider's duties arising under this Agreement and the Service Annexures;
- 17.4. Each Party shall have a duty to mitigate damages for which the other Party is liable.

18. Termination for Default

18.1 Service Provider Event of Default

Overstrand, without prejudice to any other remedy for breach of this Agreement, by written notice of an event default sent to the Service Provider, may terminate this Agreement in whole or in part. If the Service Provider:

- a) Committed an act of insolvency within the meaning of section 8 of the Insolvency Act, 24 of 1936 or section 344 of the Companies Act, 2008. In this event, the terms as stated in the GCC, Clause 26, and as applicable to all Service Providers and Suppliers, will come into effect;
- b) Consistently breaches this Agreement or any Service Annexure in a manner which reflects failure, whether through unwillingness, inability or otherwise, including, without limitation, a consistent failure to achieve the required Service Levels;
- c) Has engaged in corrupt or fraudulent practices in competing for, or in executing this Agreement or any of the Services under this Agreement;

18.2 Consequences in an Event of Default

In terms of the MFMA, Section 15, and pursuant to the GCC, Clause 23, as required by National Treasury, the terms and conditions as specified in the GCC shall apply when a Service Provider event of default occurs.

19. Force Majeure

- 19.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the Service Provider 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.
- 19.2 If a force majeure situation arises, the Service Provider shall promptly notify Overstrand Municipality in writing of such condition and the cause thereof. Unless otherwise directed by Overstrand Municipality in writing, the Service Provider 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.
- 19.3 Neither Party shall be liable for any failure or delay in the performance of its duties under this Agreement or any Service Annexure to the extent such failure or delay is caused, directly or indirectly, without fault by such Party, by force majeure or any other similar cause beyond the reasonable control of such Party which could not have been prevented by reasonable precautions and could not reasonably be circumvented by the non-performing Party, such event being a "Force Majeure Event";

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



- 19.4 If a Force Majeure Event causes a failure or delay in the provision of any Services for more than two (2) consecutive days, Overstrand may, at its sole discretion, and in addition to any rights Overstrand may have pursuant to this Agreement, procure such Services from an alternate Service Provider until the Service Provider is again able to provide such Services;
- 19.5 Notwithstanding any other provision of this clause, a Force Majeure Event shall not relieve the Service Provider of its duty to implement successfully all of the Services relating to the Services that are included in any Service Annexure within the time period described in such Service Annexure;
- 19.6 Overstrand or the service provider shall have the option, but not the duty, to cancel this Agreement, or one or more affected Service Annexures, or parts thereof, or categories of Services, to the extent that the Service Provider fails to provide any Services in any material respect because of the occurrence of a Force Majeure Event.

20. Non-Solicitation

The Parties agree that for the duration of this Agreement and in the twelve months after expiration or cancellation thereof a Party may not, without the prior written consent of the other Party, offer employment to, or employ persons employed by the other Party; save where such offer to employ is made or such employment is pursuant to a general recruitment advertisement and not on the basis of or initiated through a personal approach.

21. Dispute Resolution

- 21.1. If any dispute arises as to whether or not a Service Level has been met, or as to whether or not the standard of performance required by any provision of this Agreement or any Service Annexure has been met by the Service Provider and it cannot be resolved between the two parties, same shall be determined by an expert appointed in terms of this clause;
- 21.2. The expert shall be an impartial person mutually agreed upon between the Service Provider and Overstrand.
- 21.3. Any dispute arising from or in connection with this Agreement shall be finally resolved in Hermanus, Western Cape, South Africa in accordance with the rules of the Arbitration Foundation of Southern Africa by an arbitrator or arbitrators appointed by the Foundation. This clause shall however not prevent a Party from approaching a competent court in the Republic of South Africa (or other jurisdiction where the Services may be rendered if relief is required in such jurisdiction) for urgent or interlocutory relief.

22. Conflicts in Documents

For the avoidance of any doubt, in the event of a conflict between this Main Agreement, the General Conditions of Contracting and the Service Level Agreement submitted by Service Provider, the order of preference is as indicated below:

- 22.1 The Main Agreement and then its Annexures will in all matters take preference;
- 22.2 Secondly, the General Conditions of Contracting will take preference;
- 22.3 Thirdly, the Service Level Agreement and any other additional Annexures submitted by the Service Provider and attached to this Main Agreement.

23. Arbitration and Applicable Law

This Agreement shall be interpreted in accordance with South African law. The Parties submit and agree to the jurisdiction of the Cape of Good Hope Provincial Division of the High Court of South Africa.

24. Domicilium Citandi Et Executandi

- 24.1 A written notice to a Party in terms of this Agreement or any Service Annexure will be valid only if it is also given to the representatives listed in clause 11.1 designated by that party in terms of this Agreement;
- 24.2 Any Party may, by giving notice to the other Party change the physical address chosen as its *domicilium citandi et executandi* to another physical address where postal delivery occurs in the Republic of South Africa, or its postal address or its telefax number;
- 24.3 The Parties choose as their *domicilia citandi et executandi* for all purposes under this Agreement, whether in respect of court process, disputes, notices or other documents or communications of whatsoever nature, the following addresses:

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



Overstrand Municipality

ATT: Desiree Arrison; Director Management Services
 Physical: 20 Magnolia Avenue, Hermanus, 7200
 Postal: P O Box 20, Hermanus, 7200
 Telefax: (028) 313 8182
 e-mail: darrison@overstrand.gov.za

Service Provider

ATT:.....
 Physical:
 Postal:
 Telefax:
 e-mail:

- 24.4 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing;
- 24.5 Any notice to a Party -
 - 24.5.1 sent by prepaid registered post in a correctly addressed envelope to an address chosen as its domicilium citandi et executandi to which post is delivered shall be deemed to have been received on the 10th Business Day after posting;
 - 24.5.2 delivered by hand to a Designated Representative during ordinary business hours at the physical address chosen as its domicilium citandi et executandi shall be deemed to have been received on the day of delivery; or
 - 24.5.3 sent by telefax or e-mail to its chosen telefax number or e-mail adress, shall be deemed to have been received on the first Business Day following the date of despatch (unless the contrary is proved).

25. General

- 25.1 The Overstrand municipality acknowledges that this Software has not been prepared to specifically meet Overstrand's individual requirements and that the Software is a standard product. Accordingly, it is the responsibility of Overstrand to rely on its own skills and judgement, in consultation with Service Provider, to ensure that the facilities and functions of the Software meet its requirements.
- 25.2 This Main Agreement and any Annexures thereto contains the entire Agreement between the Parties in relation to the subject matter hereof;
- 25.3 No failure by a Party to enforce any provision of this Agreement shall constitute a waiver of such provision or affect in any way a Party's right to require the performance of such provision at any time in the future, nor shall a waiver of a subsequent breach nullify the effectiveness of the provision itself;
- 25.4 No agreement to vary, add to or cancel this Agreement shall be of any force and effect unless reduced to writing and signed on behalf of the Parties to this Agreement by their Nominated Contract Representatives;
- 25.5 No party may cede any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party;
- 25.6 If any provision of this Agreement, which is not material to its effectiveness as a whole, is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby;
- 25.7 Each Party will be responsible for its own costs which arise directly or indirectly out of or in connection with the negotiation, preparation and implementation of this Agreement.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



26. Acceptance and Sign-off

SIGNED by the Parties duly authorised on the following dates and at the following places respectively:

Signature on behalf Overstrand Municipality 	Date:
	Place: Hermanus
Name of signatory:	
Capacity of signatory:	
Signature of witness 	
Surname and first full name of witness:	

Signature on behalf of Service Provider 	Date:
	Place:.....
Name of signatory:	
Capacity of signatory:	
Signature of witness 	
Surname and first full name of witness:	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



27. Annexures

27.1 Annexure 1 – Key Performance Areas and Measurement Criteria
(May only be amended by mutual agreement between the Parties)

a) Service Provider Key Performance Areas

(This schedule serves only as a guideline and must be amended to suite the specific requirements for the Services to be provided by Service Provider)

KPI Name	KPI Definition	Target/ Measure	Rating (1 to 5)	Additional Comments/ Corrective Measures on Performance Ratings
1 On-Site Support Services	On-site Support services for:	Compliance to time-lines and deliverables as mutually agreed		
2 Remote Support Services	Remote Support services as may be required to ensure ongoing operational efficiency	Support days and hours to be mutually agreed		
3 Licensing support upgrades/New Releases	Details as per the Service Provider License Agreement			
4				
5				

The Monthly Service report must provide details of each of the above Services separately.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



b) Measurement Criteria

Ratings	Objective Measures to Assess Service Provider Performance
5	<p>Quality of Service delivery is exceptional at all times:</p> <ul style="list-style-type: none"> ➢ Continuous innovation and improvements to maximize quality of Services. Cost reduction initiatives by Service Provider results in actual cost savings; Full compliance to all undertakings, duties and obligations as set out in Clause 3 and clause 4 respectively in the Main Agreement; Full compliance to all other requirements in the Main agreement in terms of Governance and management and reporting requirements; Progress with all projects and new service requests are on target; no service failure events has occurred for the last three months.
4	<p>Quality of Service delivery is better than agreed.</p> <ul style="list-style-type: none"> ➢ Full compliance to all undertakings, duties and obligations as set out in Clause 3 and clause 4 respectively in the Main Agreement. Full compliance to all other requirements in the Main Agreement in terms of Governance and management and reporting requirements; ➢ Progress with all projects and new service requests are on target; No service failure events has occurred for the last three months
3	<p>Quality of Service delivery as agreed; Deviations are managed as mutually agreed:</p> <ul style="list-style-type: none"> ➢ Compliance to most undertakings, duties and obligations as set out in Clause 3 and clause 4 respectively in the Main Agreement. Compliance to most other requirements in the Main Agreement in terms of Governance and management and reporting requirements; ➢ Progress with all projects and new service requests are on target; All Service failure events during month resolved within agreed time frames and preventative measures are proposed by Service Provider and implemented in most cases.
2	<p>Quality of Service delivery not in compliance with Agreement; Requires more management and focus from Service Provider:</p> <ul style="list-style-type: none"> ➢ Non-compliance to most undertakings, duties and obligations as set out in Clause 3 and clause 4 respectively in the Main Agreement. Non-compliance to most other requirements in the Main Agreement in terms of Governance and management and reporting requirements; ➢ Progress with projects and new service requests are on not on target; Most Service failure events are not resolved in agreed time frames in during month resolved within agreed time frames and preventative measures for implementation are not proposed by Service Provider.
1	<p>Quality of Service delivery totally unacceptable; Consider termination of Agreement and all Services.</p> <ul style="list-style-type: none"> ➢ Non-compliances, progress with projects and new service requests and service failure events same or worse than for rating 2; ➢ Commitment from Service Provider to resolve outstanding issues is totally lacking; Skills and resources to deliver a quality service are totally inadequate. ➢ Participation in contract governance, service management and effective communication is lacking or inadequate.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



27.2 Annexure 2 – Service Failure Events, Service Credits and Termination Events

(To be mutually agreed between the Parties)

Severity	Definition of Service Delivery Failure Event and Impact	Service Level Metrics to Resolve Incident (Office Hours)	Service Credit Criteria	Service Credits: % of Monthly Service Fee	Service Termination Events
1	The Service, or certain functions in the Service, are dysfunctional and services to the community and Overstrand is severely impacted. Services cannot not be delivered.	Next working day after the problem was identified	Service failure occurred two times or more in any calendar month	5%	Service level failure events in 3 consecutive months
2	The Service or certain functions in the Service are dysfunctional and critical services to the community and Overstrand are impacted but services can still be delivered making use of alternative systems or work processes.	Two working days after the problem was identified	Service failure occurred two times or more in any calendar month	2.5%	Service level failure events in 3 consecutive months

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



27.3 Annexure 3 – Service Provider Technology Roadmap – Minimum Requirements

A Service Provider Technology Roadmap must be developed and maintained by Service Provider in the form of a proposal/tender document, and submitted to Overstrand not later than end September of each year.

Overstrand has a strategic ICT architecture development approach that is aligned with its business strategies. This approach ensures that all ICT infrastructures, systems and business applications that are implemented in Overstrand adhere to agreed principles and standards. It will also ensure that all ICT related services in the Overstrand will assist the various lines of business in the Municipality to deliver sustainable services that is operationally efficient and cost effective to all its stakeholders and communities.

It is therefore essential that all ICT infrastructures, systems and business applications implemented by Service Providers must be aligned with the Overstrand ICT Strategies through a managed architecture process.

The Service Provider Technology Roadmap must include, but not limited to, the following information:

Section A – Proposed New Architecture and Design

1. Current and upcoming industry trends impacting on Service Delivery
2. Risk Assessment and Constraints
 - Within Service Provider current Architecture and Design
 - Within Overstrand internal systems Architectures,, workflow and business processes
3. Revised Systems and Infrastructure Design Architecture
 - High level Overview of Systems/Infrastructure Architecture and diagrams
 - Brief functional overview of Systems/Infrastructure capabilities.
 - Diagrams and charts to depict workflow and interfaces between sub-systems and/ or modules
4. Minimum Implementation and Systems Processing Requirements, including Costs
 - Infrastructure hardware and systems software required
 - Networking and communication requirements and protocols
 - Service Provider software and systems licensing requirements
 - Compliance requirements for licensing to enable Service Provider to deliver the Services as contracted

Section B – Service Provider Architecture and Innovation Strategies

Based on Service Provider's understanding of latest ICT industry technology trends and requirements for effective service delivery in Local Government, Service Provider may also propose specific service offerings which are not yet part of its service offering to Overstrand Municipality.

Such proposals must be based on proven track record of such services already successfully implemented in some Local Government institutions which can be referenced by Overstrand as part of its own internal assessment process.

Section C – Resources Plan and Skills Profile

1. A schedule of employees that will provide the agreed Services
2. The employees' level of skills and competencies to enable Service delivery

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



Section C – Service Provider Compliance Requirements for Continued Service Delivery

1. Ongoing compliance to the Supply Chain Management requirements in terms of the MFMA 56 of 2003, Section 43, and as may be amended from time to time;
2. Ongoing compliance to the Preferential Procurement Policy Framework Act 5 of 2000, section 2 and as may be amended from time to time.
3. Compliance to any additional statutory and regulatory requirements as may be applicable.
4. Professional accreditations and affiliations in the ICT Industry

Section D – Service Provider - Proposed Changes for improved Service Delivery

Amendments and/or changes to:

1. Main Agreement, Service Annexures and associated costs
2. Overstrand ICT Infrastructure facilities, systems software and licensing
3. Overstrand business processes and workflow as may be applicable
4. Training and/or re-skilling of Overstrand employees.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



27.4 Annexure 4 – Exit Management and Associated Costs

The objectives of the Exit Management Plan are to:

1. Deal with matters incidental to the termination, cancellation or expiry of the Main Agreement or a Service Annexure;
2. Ensure effective planning for the continuation of the Service or Services at the end of the Agreement or a Service for whatever reason;
3. Determine the provisions, roles and responsibilities of both parties, to ensure the ongoing continuity and stability of Services for a period as mutually agreed between the parties;
4. That Overstrand has a full understanding of the financial and operational implications as well as the potential risks should the Services be terminated for whatever reason.

The format and structure of the Exit Management Plan will be dependent on the scope and type of Services to be delivered by Service Provider. The format and content of the Exit Management Plan will be mutually agreed by the Parties prior to the first anniversary date of the Agreement, at the time when the first Exit management Plan should be developed.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

MUNISIPALITEIT



MUNICIPALITY

27.5 Annexure 5 – Service Provider License Agreement

Service Provider License Agreement as at: (Date).....

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

MUNISIPALITEIT



MUNICIPALITY

27.6 Annexure 6 – Service Provider Support Agreement

Service Provider Support Agreement as at: (Date).....

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

MUNISIPALITEIT



MUNICIPALITY

27.7 Annexure 7 – Service Provider Pricing Schedule

Service Provider Pricing Schedule as at: (Date).....

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



15. PRE-QUALIFICATION SCORE SHEET
--

*** Proof of Contactable References is required, as indicated below, and must accompany each proposal.**

The bidder must score at least **23 points out of 35 points** to be evaluated further. Points, as indicated below, may be allocated to the following:

	Description	Points attainable	Minimum points required / section	Points Claimed	Points Awarded
1.	Company experience	5			
1.1	2 existing clients where system has been implemented successfully and is still operational. Please submit written confirmation from the clients.	5	3		
1.2	1 existing client where system has been implemented successfully and is still operational. Please submit written confirmation from the clients.	3			
1.3	Zero existing clients where system has been successfully implemented and is still operational.	0			
2.	Willingness to work with other third parties should Council decide to accept part tenders	5			
2.1	Willing	5	5		
2.2	Not willing	0			
3.	Product functionality and quality	20	12		
3.1	Detailed information re product, equipment and software	5	3		
3.2	Proof and visual evidence of proposed integrated system (demo and presentation)	5	3		
3.3	Detailed list of products and services	5	3		
3.4	Details on support and maintenance team support available to meet required response times	5	3		
4.	Acceptance of main agreement	5	3		
4.1	Full acceptance	5	3		
4.2	Acceptance of main agreement with certain amendments	3			
4.3	Main agreement not accepted	0			
	Total	35	23		

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



16. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER

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

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
--	--

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



17. PRICING SCHEDULE

- NOTE:**
1. Only firm prices will be accepted. Non-firm prices will not be considered.
 2. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
 3. Document **MUST** be completed in non-erasable black ink.
 4. **NO** correction fluid/tape may be used.

I / We _____
 (full name of Bidder) the undersigned in my capacity as _____
 of the firm _____

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

PRICING SCHEDULE:

Please specify break-down of cost where applicable.

The Overstrand Municipality will implement the biometric solution at, at least 30 points identified. The mobile solution will be implemented for at least 50 teams/individuals.

Item #	Requirement	Rand amount (Excl. VAT)	VAT	Rand amount (Incl. VAT)
1.	Requirement 1: Biometric solution at specific points in the Overstrand Municipality			
1.1.	Hardware			
1.1.1.	Cost per unit: outright purchase			
1.1.2.	Cost per unit per month: rental			
1.1.3.	Replacement cost per unit /insurance cost per unit			
1.1.4.	License cost per unit per annum/month (if applicable)			
1.2.	Installation			
	Cost per unit for installation			
1.3.	Software			
1.3.1.	Cost: outright purchase			
1.3.2.	Cost per month: rental agreement			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



Item #	Requirement	Rand amount (Excl. VAT)	VAT	Rand amount (Incl. VAT)
1.4.	User registration			
1.4.1.	Cost: outright purchase			
1.4.2.	Cost per month: rental agreement			
1.5.	Clocking			
1.5.1.	Cost: outright purchase			
1.5.2.	Cost per month: rental agreement			
1.6.	General			
1.6.1.	Cost: outright purchase			
1.6.2.	Cost per month: rental agreement			
1.7.	Maintenance and Support			
1.7.1.	Cost: outright purchase			
1.7.2.	Cost per month: rental agreement			
1.8.	Management interface			
1.8.1.	Cost: outright purchase			
1.8.2.	Cost per month: rental agreement			
2.	Requirement 2: Mobile solution (handset) at specific points in the Overstrand Municipality			
2.1.	Hardware			
2.1.1.	Cost per unit : outright purchase			
2.1.2.	Cost per unit per month: rental			
2.1.3.	Replacement cost per unit /insurance cost per unit			
2.1.4.	License cost per unit per annum/month (if applicable)			
2.2.	Installation			
	Cost per unit for installation			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



Item #	Requirement	Rand amount (Excl. VAT)	VAT	Rand amount (Incl. VAT)
2.3.	Software			
2.3.1.	Cost: outright purchase			
2.3.2.	Cost per month: rental agreement			
2.4.	User registration			
2.4.1.	Cost: outright purchase			
2.4.2.	Cost per month: rental agreement			
2.5.	Clocking			
2.5.1.	Cost: outright purchase			
2.5.2.	Cost per month: rental agreement			
2.6.	General			
2.6.1.	Cost: outright purchase			
2.6.2.	Cost per month: rental agreement			
2.7.	Maintenance and Support			
2.7.1.	Cost: outright purchase			
2.7.2.	Cost per month: rental agreement			
2.8.	Management interface			
2.8.1.	Cost: outright purchase			
2.8.2.	Cost per month: rental agreement			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



18. MBD 7.1. – CONTRACT FORM - PURCHASE OF GOODS / WORKS

NB:
 This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). Both forms must be signed in the original so that the successful bidder and the purchaser will be in possession of originally signed contracts for their respective records.

PART 1 (To be completed by the Bidder.)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **the Overstrand Municipality** in accordance with the requirements and specifications stipulated in tender number **SC1417/2013**, at the price/s quoted. My offer(s) remain(s) binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 Bidding documents, viz
 - a) Invitation to bid;
 - b) Tax clearance certificate;
 - c) Pricing schedule(s);
 - d) Technical Specification(s);
 - e) Preference claims in terms of the Preferential Procurement Regulations 2001;
 - f) Declaration of interest;
 - g) Special Conditions of Contract;
 - h) General Conditions of Contract;
 - i) Proof of claims made in terms of Pre-Qualification Criteria; and the
 - j) Main agreement for the the delivery of information technology related services and systems.
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

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



CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (To be completed by the Overstrand Municipality.)

1. I, _____,
 in my capacity as _____,
 accept your bid under reference number _____,
 dated _____,
 for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

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

SIGNED AT _____ on this _____ day of _____ 20_____.

TO BE COMPLETED BY THE OVERSTRAND MUNICIPALITY		
SIGNATURE:		OFFICIAL STAMP:
NAME (PRINT):		
WITNESS 1:		
WITNESS 2:		

19. 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 cover all the work items specification in the tender documents and that the price cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

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



PART C – DATABASE REGISTRATION

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

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



FOR OFFICE USE ONLY

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

PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

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

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

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

2. BID DECLARATION

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

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

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

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

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

Handtekening / Signature / Osayinileyo	Getuie / As Witness / Njengengqina

DECLARATION BY SUPPLIER

1.	This document serves as a declaration to be used by the municipality in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system. No Registration will be accepted from persons in the service of the state*.			
2.(a)	Any prospective supplier, having a kinship with persons in the service of the state, including a blood relationship, may in terms of current legislation register on the Municipality's Database. In view of possible allegations of favouritism, should a resulting bid, or part thereof, be awarded to suppliers connected with or related to persons in the service of the state, it is required that the supplier or his/her authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.			
2.(b)	The request for registration on the Municipality's database may be rejected if the supplier, or any of its directors/members/partners have:			
	(i) abused the municipality's supply chain management system or committed any improper conduct in relation to such system;			
	(ii) been convicted for fraud or corruption during the past five years;			
	(iii) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years;			
	(iv) being a person whose tax matters are not cleared by the South African Revenue Services; or			
	(v) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).			
3.	In order to give effect to the above, the following questionnaire must be completed and signed before a Commissioner of Oaths.			
3.1	Print full Name:			
3.2	Company/CC Registration or ID Number:			
3.3	Are you presently <i>in the service of the state</i> ? *	YES	NO	
3.3.1	If so, furnish particulars.			
3.4	Have you been <i>in the service of the state</i> for the past twelve months?	YES	NO	
3.4.1	If so, furnish particulars.			
3.5	Do you, have any relationship (family, friend, other) with persons <i>in the service of the state</i> and who may be involved with the evaluation and or adjudication of any prospective bid?	YES	NO	
3.5.1	If so, furnish particulars.			
3.6	Are you, aware of any relationship (family, friend, other) between a supplier and any persons <i>in the service of the state</i> who may be involved with the evaluation and or adjudication of any bid?	YES	NO	
3.6.1	If so, furnish particulars.			
3.7	Are any of your company's directors, managers, principle shareholders or stakeholders <i>in the service of the state</i> ?	YES	NO	
3.7.1	If so, furnish particulars.			
3.8	Is any spouse, child or parent of your company's directors, managers, principle shareholders or stakeholders <i>in the service of the state</i> ?	YES	NO	
3.8.1	If so, furnish particulars.			
3.9	Is the supplier or any of its directors/partners listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?	YES	NO	
3.9.1	If so, furnish particulars.			

3.10	Is the supplier or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	YES		NO	
3.10.1	If so, furnish particulars.				
3.11	Was the supplier or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	YES		NO	
3.11.1	If so, furnish particulars.				
3.12	Does the supplier or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	YES		NO	
3.12.1	If so, furnish particulars.				
3.13	Was any contract between the supplier and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	YES		NO	
3.13.1	If so, furnish particulars.				

CERTIFICATION

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

Signature	Position	Date

- * MSCM Regulations: "in the service of the state" means to be –
- (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 of 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 public entity; or
 - (f) an employee of Parliament or a provincial legislature.

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

National Small Business Act No. 102 of 1996 Classification

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

NATURE OF OPERATIONS, PRODUCTS OR SERVICES

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

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

DOCUMENTS REQUIRED

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

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