



**TENDER NO.: SC 1210/2012**

**PROVISION OF MAINTENANCE AND SUPPORT SERVICES FOR  
RADIO FREQUENCY NETWORK AND TELECOMMUNICATIONS  
SYSTEM**

**PROCUREMENT DOCUMENT**

**PREPARED AND ISSUED BY:**

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

**CONTACT:**

NAME: **JAAP VAN STADEN**  
TELEPHONE: **028 313 8965**

<b>NAME OF TENDERER:</b>	
<b>Total Bid Price (Inclusive of VAT):</b>	<b>N/A</b> <i>(refer to pricing schedule on page 75 to 77)</i>

**MAY 2012**

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

TENDER DETAILS			
TENDER NUMBER:	<b>SC 1210/2012</b>		
TENDER TITLE:	<b>PROVISION OF MAINTENANCE AND SUPPORT SERVICES FOR RADIO FREQUENCY NETWORK AND TELECOMMUNICATIONS SYSTEM</b>		
CLOSING DATE:	<b>2012/05/25</b>	CLOSING TIME:	<b>12H00</b>
BID BOX NO:	<b>3</b>	Situated at Overstrand Municipal Building, Magnolia Avenue, Hermanus. The bid box is generally open 24 hours a day, 7 days a week.	

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

TENDER AMOUNT (INCLUDING VAT) :	
DATE:	
SIGNATURE OF TENDERER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED:	

<b>PLEASE NOTE:</b>
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:	<b>PEDRO PETERS</b>	<b>JAAP VAN STADEN</b>
TEL. #	<b>028 313 8956</b>	<b>028 313 8965</b>

## CONTENTS

	<b>PAGE NUMBER</b>
<b>PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY</b>	4
1. TENDER NOTICE & INVITATION TO TENDER	5
2. AUTHORITY TO SIGN A BID	6
3. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT	8
4. GENERAL CONDITIONS OF TENDER	17
5. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS	19
6. MBD 4 – DECLARATION OF INTEREST	20
7. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 – PURCHASES/SERVICES (90/10)	22
8. MBD 8 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	27
9. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION	29
10. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES	31
11. FORM OF INDEMNITY	32
12. SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993)	33
<b>PART B – SPECIFICATIONS, PRE-QUALIFICATION CRITERIA &amp; SPECIAL CONDITIONS OF CONTRACT</b>	37
13. SPECIFICATIONS	38
14. PRE-QUALIFICATION CRITERIA	45
15. SPECIAL CONDITIONS OF CONTRACT	49
16. MBD 3.1 – PRICING SCHEDULE – FIRM PRICES - (SERVICES)	78
17. MBD 7.2 – CONTRACT FORM - RENDERING OF SERVICES	81
<b>PART C – DATABASE REGISTRATION</b>	84



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

**1. TENDER NOTICE & INVITATION TO TENDER****TENDER NO. SC 1210/2012****PROVISION OF MAINTENANCE AND SUPPORT SERVICES FOR THE RADIO FREQUENCY NETWORK AND TELECOMMUNICATIONS SYSTEMS.**

**Tenders are hereby invited for the Provision of maintenance and support services for radio frequency network and telecommunications systems.**

Tender documents, in English, are obtainable from Friday, 11 May 2012, at the offices of the Supply Chain Management Unit, Overstrand Municipality, Magnolia Avenue, Hermanus, Tel. 028 313 8064 from Mr. Ayanda Mili between 08h30 and 15h30, upon payment of a non-refundable tender participation fee of R115.00 per set. Bank guaranteed cheques are to be made payable to "Overstrand Municipality". Alternatively the documents can be downloaded free of charge from the website: [www.overstrand.gov.za](http://www.overstrand.gov.za).

Sealed tenders, with "**Tender No. SC 1210/2012: Provision of maintenance and support services for radio frequency network and telecommunications systems.**" clearly endorsed on the envelope, must be deposited in **Tender Box No. 3** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus. Bids may only be submitted on the bid documentation provided by the Municipality.

The closing date and time of the tender is on **25 May 2012 at 12h00** and will be opened in public immediately thereafter in the Committee Room, Hermanus Administration.

A **compulsory briefing session** will be held at **10h00 on Thursday, 17 May 2012** at ICT Training Centre, Hermanus Administration, Overstrand Municipality.

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

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

Please refer enquiries to **Mr. Jaap van Staden** at telephone number: **028 313 8965**

## 2. 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 con-  
 tract 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 :	

### 3. 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 trans-

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

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

## 2. Application

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

## 3. General

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

## 4. Standards

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

## 5. Use of contract documents and information; inspection.

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

any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## 6. Patent rights

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

## 7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - 7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - 7.3.2. a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## 8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the

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

- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 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.

#### 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 promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated.

#### 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.

**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

- 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.

- 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.

## 1. Limitation of liability

- 27.5. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- 27.5.1. 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
- 27.5.2. 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

## 28. 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.

## 29. Applicable law

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

## 30. Notices

- 30.1. 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
- 30.2. 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.

**31. Taxes and duties**

- 31.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 31.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 31.3. 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.
- 31.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

**2. 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.

**32. 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.

**33. Prohibition of restrictive practices.**

- 33.1. 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.
- 33.2. 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.
- 33.3. 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)*

<b>4. GENERAL CONDITIONS OF TENDER</b>
--

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 EXCLUSIVE 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 **EXCLUSIVE** 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]*

**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.

## 5. 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](http://www.sars.gov.za)
6. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website [www.sars.gov.za](http://www.sars.gov.za)



**6. MBD 4 – DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
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:

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

<sup>1</sup> 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.



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, principle 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, principle shareholders or stakeholders in the service of the state?	YES	NO
3.12.1.	If so, furnish particulars:		

**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			



**7. 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:
  - the 80/20 system for requirements with a Rand value of up to R1,000,000 (all applicable taxes included); and
  - 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:
  - (a) Price; and
  - (b) B-BBEE Status Level of Contribution.

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

	<b>POINTS</b>
1.3.1.1. Price	90
1.3.1.2. B-BBEE status level of contribution	10
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.4 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.
- 1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or 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.
- 1.6 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	
7.1.1. If yes, indicate:				
7.1.1.1. what percentage of the contract will be subcontracted?				%
7.1.1.2. the name of the sub-contractor?				
7.1.1.3. the B-BBEE status level of the sub-contractor?				
7.1.1.4. whether the sub-contractor is an EME? <i>(Tick applicable box)</i>	YES		NO	

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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



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

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

**8. 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>	<b>Yes</b>	<b>No</b>
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, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, 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>	<b>Yes</b>	<b>No</b>
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?	<b>Yes</b>	<b>No</b>
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?	<b>Yes</b>	<b>No</b>
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?	<b>Yes</b>	<b>No</b>
4.7.1	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:			



## 9. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>2</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>3</sup> 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:

<sup>2</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>3</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



- (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>4</sup> will not be construed as collusive bidding.
  7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    - f) prices;
    - g) geographical area where product or service will be rendered (market allocation)
    - h) methods, factors or formulas used to calculate prices;
    - i) the intention or decision to submit or not to submit, a bid;
    - j) the submission of a bid which does not meet the specifications and conditions of the bid; or
    - k) 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			

<sup>4</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



**10. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES**

**NAME OF THE BIDDER:** \_\_\_\_\_

**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)

I, \_\_\_\_\_,  
 (full name in block letters) the undersigned, certify that the information furnished on this declaration form is correct and that I / we have no undisputed commitments for municipal services towards a municipality in respect of which payment is overdue for more than 90 days.

If the value of the transaction is expected to exceed R10 million (VAT included) I certify that the bidder has no undisputed commitments for municipal services towards a **Municipality** in respect of which payment is overdue for more than 30 days;

**THUS DONE AND SIGNED** for and on behalf of the Bidder, at \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

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

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

**For office use (comments):**



**11. FORM OF INDEMNITY**

**INDEMNITY**

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

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

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

SIGNATURE OF CONTRACTOR:	
DATE:	

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

---

<p>12. SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993)</p>
---

**WRITTEN AGREEMENT**

**THIS IS IN TERMS OF  
SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993  
(ACT 85 OF 1993)**

**BETWEEN:**

**OVERSTRAND MUNICIPALITY**

*(Employer)*

**AND**

---

*(Mandatar)*



**INTRODUCTION**

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

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

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

By ensuring that there is a written agreement in place, the Management of \_\_\_\_\_

is acting in a responsible manner, so as to ensure that this requirement is indeed being met.

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

<b>SIGNED – MANAGEMENT:</b>	
-----------------------------	--



**WRITTEN AGREEMENT**

This is a written agreement between

\_\_\_\_\_  
*(Name of EMPLOYER)*

and

\_\_\_\_\_  
*(Name of the MANDATARY)*

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

I, \_\_\_\_\_,

representing the MANDATARY do hereby acknowledge that \_\_\_\_\_

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

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

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

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



**COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)**

<p style="text-align: right;">_____ <i>(Employer)</i></p> <p>has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.</p> <p>In order to enter into this agreement, the following information is needed regarding the above-mentioned:</p>	
(i) Contractor's registration number with the office of the Compensation Commissioner:	
(ii) Proof that assessment has been paid:	<b>A copy of a receipt must be submitted in, in this regard.</b>
Signature of CONTRACTOR:	
Date:	



**PART B – SPECIFICATIONS, PRE-QUALIFICATION  
CRITERIA & SPECIAL CONDITIONS OF CONTRACT**

### 13. SPECIFICATIONS

#### PROVISION OF A MAINTENANCE AND SUPPORT SERVICE FOR THE RADIO FREQUENCY (RF) NETWORK AND REGIONAL TELECOMMUNICATIONS/PABX SYSTEMS

##### 1. INTRODUCTION

1.1. The Overstrand Municipality invites tender for an ICASA approved Service Provider to provide maintenance and support of the existing RF network to all the regional offices and regional PABX systems of the Overstrand municipality. The existing WAN, comprising of diginet lines connecting its offices to the Head Office, with fixed line/wireless technology and at the same time expand the connection to all offices. The objective of this tender process is to out-source the maintenance and support services to a service provider with sufficient resources and competence that will:

1.1.1. Ensure a secure and reliable communications infrastructure between all regional offices and the municipal Head Office in Hermanus. The communications Infrastructure is viewed as a mission critical component in enabling cost effective service delivery to all our communities and stakeholders;

1.1.2. Provide the necessary innovative leadership and consultation when migration strategies are contemplated to improve service delivery to all our communities. Cognisance must also be taken of latest industry trends and regulatory requirements to ensure a best practice approach when new architectures and/or technologies are considered.

##### 2. Specific notice must be taken of the following:

- 2.1. Prospective service providers must tender for both services. However, Overstrand Municipality reserves the right to split the Maintenance and Support services for the Radio Network and Telecommunications/PABX Systems and award two separate Main Agreements, should a single service provider, at the sole discretion of the municipality, not be able to render both the services as presented in this tender document.
- 2.2. All spares and equipment to maintain and/or upgrade the systems will be provided by the municipality in consultation with the service provider.
- 2.3. Regardless of the effective date for this Maintenance and Support Agreement, this Agreement will terminate on 30 June 2015.

##### 3. COMMUNICATIONS NETWORK ARCHITECTURE AND TOPOLOGY

- 3.1. The RF Network is an IP based network enabling a complete range of communications services associated with a Voice over Internet Protocol (VoIP) network;
- 3.2. The following diagrams will be presented at the briefing session on 17 May 2012 and then made available to the persons attending the briefing session.
  - 3.2.1. Wide Area Network Configuration
  - 3.2.2. Backbone Connectivity to Wide Area Network
  - 3.2.3. Regional PABX Systems
- 3.3. A schedule of the Radio Frequency network and Telecommunications/PABX equipment to be maintained and supported by the service provider are attached to this tender document as Annexure A.
- 3.4. Please note the routers and switches listed in these schedules are maintained by another service provider and does not form part of this tender process.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

#### 4. CONNECTIVITY

- 4.1. A minimum of 10Mb connectivity must be guaranteed throughout the entire Wide Area Network (WAN). This bandwidth should be applicable at layer two of the I.S.O. model.
- 4.2. The Network must at all times conform to the Telecommunications Acts and all other applicable legal requirements.
- 4.3. As this network also supports VoIP, service providers will be required to support QoS and latency issues pertaining to this application.
- 4.4. The reliability of the system is of high importance. The objective is to maintain a system availability of 99% at all times.

#### 5. VENDOR APPROVAL AND ACCREDITATION

- 5.1. The Overstrand Municipality is accredited with ICASA.
- 5.2. For the telecommunications PABX, service providers must be ICASA approved installers.
  - 5.2.1.If the tenderer is not an approved ICASA Service Provider, the tender will not be evaluated.**
- 5.3. For the radio frequency networks, service providers must be approved vendors for both Proxim and Motorola systems.
  - 5.3.1.If the tenderer is not an approved vendor for both Proxim and Motorola, the tender will not be evaluated.**
- 5.4. Proof of this accreditation must be submitted with tender documentation.

#### 6. OPERATIONS AT REPEATER SITES

- 6.1. The Overstrand municipal area experiences extreme wind and other weather conditions. Physical security aspects relating to the outdoor equipment should be taken into consideration.
- 6.2. Specific security matters will be addressed during the briefing session when visiting some of the outdoor sites.

#### 7. HEAD OFFICE AND REGIONAL OFFICES

- 7.1. WAN and LAN connectivity is currently in place at all the regional offices to enable inter connectivity between all regional offices.
- 7.2. 5 x Repeater sites facilitate the backbone connectivity between the regional offices. (Hermanus – Olifantsberg; Hermanus, Onrusberg; Kleinmond, Vodacom site; Stanford Hi –site; Gansbaai, Danger Point)
- 7.3. Cisco routers are used to enable connectivity between the repeater sites. These Cisco routers are currently maintained and supported by another service provider and do not form part of the tender specifications.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

**7.4. Regional Offices**

- 7.4.1.Hermanus – Head Office
- 7.4.2.Hermanus Administration Office Building
- 7.4.3.Electrical Department – Hermanus (Onrus)
- 7.4.4.Traffic Department – Hermanus
- 7.4.5.Municipal Stores – Hermanus
- 7.4.6.Housing Department – Hermanus
- 7.4.7.Preekstoel Water works, Hermanus
- 7.4.8.Town Planning, Hermanus
- 7.4.9.MQ House, Hermanus
- 7.4.10. PSG House Hermanus
- 7.4.11. Myrtle Ave, Hermanus

**7.5. Kleinmond Regional Offices**

- 7.5.1.Kleinmond Administration Office
- 7.5.2.Workshop – Kleinmond - Electrical
- 7.5.3.Betty's Bay
- 7.5.4.Traffic Department – Kleinmond

**7.6. Stanford Regional Offices**

- 7.6.1.Stanford – Administration Office

**7.7. Gansbaai Regional Offices**

- 7.7.1.Gansbaai – Administration Offices
- 7.7.2.Workshop – Gansbaai
- 7.7.3.Workshop – Electrical – Gansbaai
- 7.7.4.Fernkloof via Gansbaai

**8. TELECOMMUNICATIONS/PABX SYSTEMS – PHILIPS SOPHO IS 3000 SERIES**

- 8.1. The Overstrand Municipality is in possession of a private telephone network license.
- 8.2. In conjunction with the WAN the current PABX installations in the different offices must be maintained to ensure proper and cost effective communication between the different offices as well as with the public.
- 8.3. The Phillips PABX systems operate with the latest version of Rampage software. Service provider must indicate whether it is an accredited supplier of Rampage software.
- 8.4. PABX systems are linked via the WAN utilizing VoiP. The VoiP network offers a high level of PABX feature transparency between all regional offices and includes the following features.
  - 8.4.1.Ring-back when free and follow me.
  - 8.4.2.Closed numbering system is in use to enable local connectivity between regional offices by dialing the 4 digit extension number.
  - 8.4.3.Path replacement / Route optimization to prevent “tromboning” on VoiP Channels.
  - 8.4.4.Centralized PBX Management software to manage facility changes in the entire network.
  - 8.4.5.Least cost routing to minimize the cost of Cellular calls – monitored by Vodacom.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

**9. SERVICE PROVIDER PROPOSED SERVICE LEVEL AGREEMENT AND MAIN AGREEMENT**

- 9.1. Prospective service providers must tender for the maintenance and support of all items as specified in this tender document.
- 9.2. A proposed Service Level Agreement to provide the required support and maintenance services to the RF network and Telecommunications/PABX systems should be submitted as part of the response to the tender invitation.
- 9.3. Tenders must indicate how the maintenance and support services will be provided (i.e. Ad hoc or on-site)
- 9.4. Service providers must have at least three years experience in providing similar services. Service Provider must supply proof of such maintenance and support services rendered.
- 9.5. Should Service Provider intend to sub contract some of the services, such intent must also be provided in the tender document with full details of the relevant sub-contractor/s.
- 9.6. When compiling the proposed Service Level Agreement, specific cognizance must be taken of the following two documents included in the Tender documentation:
  - 9.6.1. The General Conditions of Contracting (GCC) as required by Overstrand Municipality for basic contractual requirements.
  - 9.6.2. The Main Agreement which specifies the minimum requirements for service delivery to the Overstrand Municipality for ICT and related services.
- 9.7. Any proposed amendments to the Main Agreement must be submitted as part of the tender documentation for resolution within 7 days of the contract being awarded to the successful bidder. Should the proposed amendments to the Main Agreement not be resolved within 7 days after the contract has been awarded, the Overstrand Municipality, at its sole discretion, reserves the right to cancel the contract.
- 9.8. The tender should include a list of at least three (3) contactable reference sites where the appointed supplier has installed / commissioned / maintained similar network and telecommunications equipment. The site names must be accompanied by names of contact persons as well as telephone and/or cell-phone numbers.

**10. ANNUAL INCREASES IN SERVICE FEES**

- 10.1. 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 two months prior to the next anniversary date of the Agreement;
- 10.2. Annual increases in Service fees will be limited to CPIX or 10%, whichever is the lowest at the time of the review;
- 10.3. Annual increase documentation should be viewed as an addendum to the Main Agreement;
- 10.4. Increases in Value Added Tax or any other taxes or regulatory fees, will become applicable as and when introduced by Government.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

**11. EVALUATION OF BIDS BASED ON FUNCTIONALITY**

- 11.1. The tender will also be evaluated in terms of functionality of tender submissions. The evaluation of tenders will be done in terms of compliance to the criteria indicated in the Pre-Qualification Criteria.
- 11.2. Bids failing to achieve the minimum qualifying score for functionality as indicated in the bid documents will be disqualified from further evaluation.
- 11.3. The evidence for the functionality points must be submitted with the tender document.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

**ANNEXURE A1 – OVERSTRAND MUNICIPALITY PBX AND RADIO NETWORK EQUIPMENT**

<b>PBX SYSTEMS</b>					
<b>EQUIPMENT</b>	<b>HERMANUS Site 63078</b>	<b>KLEINMOND Site 74533</b>	<b>GANSBAAI Site 74534</b>	<b>STANFORD Site 74536</b>	<b>ONRUS Site</b>
iS3030 P810 Software	1	1	1	1	1
Analogue Ext Cards 16W	15	5	4	2	2
Analogue Trunk Cards	2	1	1	0	0
Digital Line Card DLX U	1	0	0	0	0
ISDN Bri Interface	1	1	1	1	1
DTU G (ISDN)	1	0	0	0	0
ISG Card (VoIP)	1	1	1	1	1
Operator Sup 60E	0	1	1	1	1
Operator Sup 35	1	0	0	0	0
IAS	1	1	1	0	0
VSA Rampage (Centralised)	1	0	0	0	0
OMM Software	1	0	0	0	0
Music on Hold	1	1	1	1	1
4 Hours response (Critical Faults)	Included	Included	Included	Included	Included
8 Hours response (Non-Critical Faults)	Included	Included	Included	Included	Included
<b>Optional Items to be included in SLA</b>					
Ergoline Digital Telephones	15	4	4	1	0
SIP Telephones	50	10	9	1	
Remote Programming of PBX Facility Changes (Hours p/m)	8	4	4	2	2
<b>*SLA Excludes analogue telephones and cabling</b>					
<b>RADIO NETWORK EQUIPMENT</b>					
Proxim 5054 SU integrated					
Proxim 5054 BSU					
120 Degree Sector antenna					
Orthogon PTP 400 Connectorized					
Orthogon PTP 400 integrated					
Orthogon PTP 600 Lite					
M-Wave 4ft Dual Polarized antenna					
Tech in a box					
Pole masts and brackets					
4 Hour Response Time					
4 Hour Restore Time					
12 Hour Resolve Time					

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

**ANNEXURE A2 – OVERSTRAND MUNICIPALITY RADIO EQUIPMENT DETAILS**

Link Name	Serial/MAC	Make	Circuit Number
Olifants to Hermanus Office PTP	00:04:5680:43:91	PTP600 Lite	03-03-0-02-02-01-01-05-2010-0145
Stanford Mun Office SU	06UT22600755	Proxim MP11 SU	03-03-0-02-02-01-01-06-2001-0149
Stanford Mast Sector BSU	07UT138560176	Proxim MP11 BSUR	N/A
Vodacom Mast Stanford to Olifantsberg PTP	00:04:56:0091:8a	PTP400 Lite	03-03-0-02-02-01-01-06-2001-0148
Olifantsberg Mast BU2 Sector 2	07UC52820274	Proxim MP11 BSUR	N/A
Onrus Municipal Office SU	07UC40820093	Proxim MP11 SU	03-03-0-02-02-01-01-06-2001-0157
Onrus Electricity SU	10UC15800015	Proxim MP11 SU	03-03-0-02-02-01-01-06-2001-0158
Zwelihle sewerage SU	09UC12760164	Proxim MP11 SU	03-03-0-02-02-01-01-06-2001-0160
Zwelihle Library SU	09UC12800207	Proxim MP11 SU	03-03-0-02-02-01-01-06-2001-0159
Preekstoel SU	09UC12800069	Proxim MP11 SU	03-03-0-02-02-01-01-06-2001-0156
Olifantsberg Mast BU2 Sector 1	09UC13800044	Proxim MP11 BSUR	N/A
Hermanus Housing SU	07UC40820007	Proxim MP11 SU	03-03-0-02-02-01-01-06-2001-0153
Hermanus Stores SU	08UC08820024	Proxim MP11 SU	03-03-0-02-02-01-01-06-2001-0152
Hermanus Traffic SU	07UC40820245	Proxim MP11 SU	03-03-0-02-02-01-01-06-2001-0150
Hermanus Eng Admin SU	07UC40820069	Proxim MP11 SU	03-03-0-02-02-01-01-06-2001-0151
Hermanus Rubbish dump SU	09uc11760098	Proxim MP11 SU	03-03-0-02-02-01-01-06-2001-0154
Hermanus Town Planning SU	09UC13760003	Proxim MP11 SU	03-03-0-02-02-01-01-06-2001-0155
Zwelihle sewerage to Mount Pleasant PTP	09UC29760000	Proxim QB 11	03-03-0-02-02-01-01-06-2001-0161
Mount Pleasant Library SU	09UC12760110	Proxim MP11 SU	03-03-0-02-02-01-01-06-2001-0161
Onrus Mast- Kleinmond Mast	00:04:56:00:73:4E	PTP400 Lite	03-03-0-02-02-01-01-05-2001-0172
Kleinmond Vodacom to RFG Mast	00:04:56:00:7A:b6	PTP400 Lite	03-03-0-02-02-01-01-06-2011-0169
Kleinmond Traffic SU\	07UC40820185	Proxim MP11 SU	03-03-0-02-02-01-01-06-2001-0166
Kleinmond Electrical	08UC08820022	Proxim MP11 SU	03-03-0-02-02-01-01-06-2001-0170
Hawston Multi purpose SU	09UC12800199	Proxim MP11 SU	03-03-0-02-02-01-01-06-2001-0166
Hermanus Municipal Office to Gansbaai Vodacom	00:04:56:0091:CA	PTP400 Lite	03-03-0-02-02-01-01-06-2001-0146
Hermanus Municipal Office to Olifantsberg	00:04:56:80:43:CB	PTP600 Lite	03-03-0-02-02-01-01-05-2010-0145
Gansbaai to Hermanus Municipal office	00:04:56:00:91:AA	PTP400 Lite	03-03-0-02-02-01-01-06-2001-0162
Gansbaai Vodacom Mast sector	07UC44820030	Proxim MP11 BSUR	N/A
Fernkloof to Gansbaai Mun Office	00:04:56:00:41:91	PTP400 Lite	03-03-0-02-02-01-01-06-2001-0165
Gansbaai Municipal office to Gansbaai Vodacom	07UC40820239	Proxim MP11	03-03-0-02-02-01-01-06-2001-0162
Gansbaai Municipal office to Fernkloof	00:04:56:00:41:72	PTP400 Lite	03-03-0-02-02-01-01-06-2001-0165
Gansbaai Electric- Gansbaai Vodacom Mast	07US44820109	Proxim MP11 SU	03-03-0-02-02-01-01-06-2001-0163
Gansbaai Stores to Gansbaai Voda mast	09UC12760171	Proxim MP11 SU	03-03-0-02-02-01-01-06-2001-0164
Hawston Library to Kleinmond Traffic Sector	08UC15820145	Proxim MP11 BSUR	03-03-0-02-02-01-01-06-2001-0167
Kleinmond Traffic Sector	09UC12800113	Proxim MP11 BSUR	03-03-0-02-02-01-01-06-2001-0168
Kleinmond Municipal office	07uc40820109	Proxim MP11 SU	03-03-0-02-02-01-01-06-2001-0171
Olifantsberg to Vodacom Standford	00:04:56:00:91:90	PTP400 Lite	03-03-0-02-02-01-01-06-2001-0148
Hermanus Municipal Office to Legal/Internal Audit Offices	N/A	Proxim	03-03-0-02-02-01-01-06-2011-0189
Oleda to Hermanus Municipal Office	N/A	Proxim	03-03-0-02-02-01-01-06-2011-0189
Hermanus Municipal Office to MQ House	09uc32760050	Proxim BSU BSUR	03-03-0-02-02-01-01-06-2011-0190
MQ house to Hermanus Municipal Office	09UC12800203	Proxim MP11 SU	03-03-0-02-02-01-01-06-2011-0190
Olifantsberg sector to Onrus Waterworks	N/A	Proxim	03-03-0-02-02-01-01-06-2011-0191
Onrus Waterworks to Olifantsberg Sector	N/A	Proxim	03-03-0-02-02-01-01-06-2011-0191

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

## 14. PRE-QUALIFICATION CRITERIA

### A. RADIO FREQUENCY NETWORK SERVICES

The bidder will be evaluated on the documents submitted in par. 14. If no documents are submitted, the tender will not be evaluated. Points allocated are indicated in the table below. The bidder must score at least 22 out of 33 points for the tender to be evaluated further.

Proof of relevant accreditations must be submitted for each criterion as requested, if such proof is not submitted, the tender will not be evaluated.

	CRITERIA	POINTS ATTAINED
<b>1.</b>	<b>Similar experience in Radio Networks in years:</b>	
1.1.	<b>Local Government experience</b>	
1.2.	6 to 10 years = 7 points	
1.3.	3 to 6 years = 6 points	
1.4.	<b>Similar experience in other institutions</b>	
1.5.	6 to 10 years =6 point	
1.6.	3 to 6 years = 5 point	
	<b>Contactable reference sites must be submitted with tender.</b>	
<b>2.</b>	<b>Sub-contracting of certain Services:</b>	
2.1.	No services will be sub-contracted = 5 points	
2.2.	Certain services will be sub-contracted = 2 points	
2.3.	All services will be sub-contracted = 0 points	
	<b>Company details and contact details of sub-contractor/s must be submitted with tender.</b>	
<b>3.</b>	<b>Relevant Qualifications in Radio Networks for Nominated Support Staff:</b>	
3.1.	Qualifications NQF6 or higher = 5 points	
3.2.	At least a National Diploma or similar qualification (NQF 5) = 3 points	
	Qualifications lower than NQF5 = 0 points	
	<b>Proof of qualifications to be submitted with tender documents.</b>	
<b>4.</b>	<b>Project Management Qualifications for nominated support staff:</b>	
4.1.	Qualifications NQF6 or higher = 5 points	
4.2.	At least a National Diploma or similar qualification (NQF 5) = 3 points	
4.3.	Qualifications lower than NQF5 = 0 points	
	<b>Proof of qualifications to be submitted with tender documents.</b>	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

	CRITERIA	POINTS ATTAINED
<b>5.</b>	<b>Acceptance of Main Agreement:</b>	
5.1.	Full acceptance of Main Agreement = 5 points	
5.2.	Acceptance of Main Agreement with certain proposed amendments = 3 points	
5.3.	Main Agreement not accepted and signed off = 0 points	
	<b>Schedule of proposed amendments to Main Agreement to be submitted with tender document for resolution within seven days after tender has been awarded.</b>	
	<b>TOTAL</b>	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

**B. TELECOMMUNICATIONS/PABX SERVICES**

The bidder will be evaluated on the documents submitted in par. 14. If no documents are submitted, the tender will not be evaluated. Points allocated are indicated in the table below. The bidder must score at least 23 out of 35 points for the tender to be evaluated further.

Proof of relevant accreditations must be submitted for each criterion as requested, if such proof is not submitted, the tender will not be evaluated.

	CRITERIA	POINTS ATTAINED
<b>1.</b>	<b>Similar experience in Radio Networks in years:</b>	
1.1.	<b>Local Government experience</b>	
1.2.	6 to 10 years = 7 points	
1.3.	3 to 6 years = 6 points	
1.4.	<b>Similar experience in other institutions</b>	
1.5.	6 to 10 years =6 point	
1.6.	3 to 6 years = 5 point	
	<b>Contactable reference sites must be submitted with tender.</b>	
<b>2.</b>	<b>Rampage Software</b>	
2.1.	Approved Rampage software supplier = 2 point	
2.2.	Approved supplier of alternative software compatible with the Philips PABX systems = 1 point	
2.3.	Not an approved installer of any compatible Philips PABX systems software = 0 points	
<b>3.</b>	<b>Sub-contracting of Services:</b>	
3.1.	No services will be sub-contracted = 5 points	
3.2.	Certain services will be sub-contracted = 2 points	
3.3.	All services will be sub-contracted = 0 points	
	<b>Company details and contact details of sub-contractor/s must be submitted with tender.</b>	
<b>4.</b>	<b>Relevant Qualifications in Telecommunications / PABX services and systems for Nominated Support Staff:</b>	
4.1.	Qualifications NQF6 or higher = 5 points	
4.2.	At least a National Diploma or similar qualification (NQF 5) = 3 points	
4.3.	Qualifications lower than NQF5 = 0 points	
	<b>Proof of qualifications to be submitted with tender documents.</b>	
<b>5.</b>	<b>Project Management Qualifications for nominated support staff:</b>	
5.1.	Qualifications NQF6 or higher = 5 points	
5.2.	At least a National Diploma or similar qualification (NQF 5) = 3 points	
5.3.	Qualifications lower than NQF5 = 0 points	
	<b>Proof of qualifications to be submitted with tender documents.</b>	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

	CRITERIA	POINTS ATTAINED
<b>6.</b>	<b>Acceptance of Main Agreement:</b>	
6.1.	Full acceptance of Main Agreement = 5 points	
1.1.	Acceptance of Main Agreement with certain proposed amendments = 3 points	
1.2.	Main Agreement not accepted and signed off = 0 points	
	<b>Schedule of proposed amendments to Main Agreement to be submitted with tender document for resolution within seven days after tender has been awarded.</b>	
	<b>TOTAL</b>	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

**15. SPECIAL CONDITIONS OF CONTRACT**

**SPECIAL CONDITIONS OF CONTRACT**

**FOR**

**INFORMATION TECHNOLOGY AND RELATED SERVICES**

*(This Special Conditions of Contracting (SCC) specifies the minimum requirements for the delivery of Information Technology related services by service providers and shall become the Main Agreement between the municipality and the service provider. )*

**MAIN AGREEMENT FOR THE  
SUPPORT AND MAINTENANCE OF THE RADIO FREQUENCY NETWORK AND THE  
TELECOMMUNICATIONS SYSTEMS**

Between:

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

\_\_\_\_\_

And

**SERVICE PROVIDER PTY (Ltd)** hereinafter referred to as ("Service Provider") and herein represented by

\_\_\_\_\_

**PRE-AMBLE**

1. The purpose of this Special Conditions of Contracting (SCC) for Information and Communication Technology and related services is to give full effect to the compliance requirements as stated in the Local Government Municipal Finance Management Act 56 of 2003, Section 116 (MFMA) in the management of ICT related Services delivered by external Service Providers;
2. This Main Agreement is supplemented by the General Conditions of Contracting (GCC) as prescribed by National Treasury and is also attached to this tender documentation;
3. Amendments to the contents of this Main Agreement and its Annexures may only be made by mutual agreement between the Parties and if so approved, in writing and duly signed by both parties with the added approval of the Accounting Officer of Overstrand, or his delegated authority;
4. The tender document when submitted, must be accompanied by:
  - The proposed Service Level Agreement and terms and conditions of contracting by the prospective service provider which will become part of this Main Agreement and attached as a separate annexure D to this Main Agreement;
  - A pro-forma invoice for all services to be delivered and associated fees under this proposed Service Agreement.

**TABLE OF CONTENTS:**

1.	RECORDAL	52
2.	DEFINITIONS AND INTERPRETATIONS	52
3.	PRESENTATIONS AND UNDERTAKINGS BY SERVICE PROVIDER	54
4.	SERVICE PROVIDER DUTIES AND OBLIGATIONS	55
5.	TERM OF AGREEMENT AND SERVICE ANNEXURES	58
6.	Additional Services or Changes to Existing Services	58
7.	Day-to-Day Service Delivery Management	59
8.	Disaster Events	60
9.	Service Reporting	60
10.	Facilities and Equipment	61
11.	Contract Governance and Services Management	61
12.	Invoices and Payment for Services	62
13.	Work Products, Intellectual Property and Trade Marks and Source Code	63
14.	Information Security and Confidentiality	64
15.	Risk of Loss and Insurance	64
16.	No Assignment	64
17.	Indemnification and Limitation of Liabilities	64
18.	Termination for Default	65
19.	Force Majeure	65
20.	Non-Solicitation	65
21.	SETTLEMENT OF DISPUTES	66
22.	Conflicts in Documents	66
23.	Arbitration and Applicable Law	66
24.	<i>Domicilium Citandi Et EXecutandi</i>	66
25.	General	67
26.	Acceptance and Sign-off	69
27.	Annexures	69

## 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 MFMA 56 of 2003, Section 116 states the following compliance requirements when contracting with external Service Providers:
  - 1.1.1. Contracts must be in writing;
  - 1.1.2. Day-to-day contract and service delivery management;
  - 1.1.3. Monthly performance reviews;
  - 1.1.4. Periodic contracts reviews;
  - 1.1.5. Any other matters as may be required;
  - 1.1.6. Take reasonable steps to ensure that contract is enforced;
  - 1.1.7. Dispute mechanisms must be in place;
  - 1.1.8. Termination of contract in case of under performance.
- 1.2. The Preferential Procurement Policy Framework Act 5 of 2000, section 15 states the terms and conditions:
  - 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 Supply Chain Management 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 Local Government Municipal Finance Management Act 56 of 2003 (MFMA); the requirements as set out out in the Preferential Procurement Policy Framework Act 5 of 2000 (PPPFA); the Requirements set out in the Overstrand Supply Chain Management 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, at their own cost, 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.

## 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. "Agreement" or "Main Agreement" has the same meaning as "Contract" or "Main Contract" and is used interchangeably for the form and structure of sentences.
  - 2.1. "Business Day" means any day other than a Saturday, Sunday or South African Public Holiday;

- 2.2. "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;
- 2.3. "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 contract execution;
- 2.4. "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;
- 2.5. "Data" means all Business Records of Overstrand stored in digital format on magnetic, optical or other media and maintained by the Service Provider;
- 2.6. "Day" means a Calendar day unless specifically specified otherwise in this Agreement;
- 2.7. "Delivery" means delivery in compliance with the conditions of this Agreement and its Service Annexures.
- 2.8. "Effective Date" means **Date-1**, notwithstanding the date of signature hereof;
- 2.9. "General Conditions of Contract" (GCC) means the General Conditions of Contract as prescribed by National Treasury and as applicable to all Suppliers and Service Providers of goods and services to Local Government institutions;
- 2.10. "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;
- 2.11. "Main Premises" means Overstrand's head office at 20 Magnolia Avenue, Hermanus, Western Cape, South Africa, 7200;
- 2.12. "Nominated Service Representatives" means the persons from both parties appointed for each party in terms of clause 11.1.1
- 2.13. "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;
- 2.14. "Prime Rate" means the publicly quoted repo 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;
- 2.15. "Parties" means Overstrand and the Service Provider, and "Party" means either one of them;
- 2.16. "Public Holiday" means an official public holiday in the Republic of South Africa;
- 2.17. "SCC" means Special Conditions of Contract for ICT related Services and systems as specified in this document;
- 2.18. "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;

- 2.19. "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;
- 2.20. "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;
- 2.21. "Work Product" means reports, plans, diagrams, schematics, flowcharts, studies, software, software programmes and all other documents or information or products specifically developed and provided by the Service Provider for Overstrand in connection with the provision of the Services or at the request of Overstrand and all amendments thereto.

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 Business Days, 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;
- 2.25. words importing any one gender include the other genders, the singular include the plural and vice versa; and
- 2.26. 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:

- 3.2.1. Use proven and current methodologies and technology, of the best industry 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;
- 3.2.2. Comply with all of the policies, procedures and standards of Overstrand during the term of this Agreement;

- 3.2.3. 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 establish a User Group consisting of Service Provider's client base, using any of its systems and services in government institutions.
- 4.1.2. Service Provider will be obliged to make known the contact details of its client base at the request of Overstrand.
- 4.1.3. Service Provider also agrees to participate in such User Group meetings if so requested by Overstrand.
- 4.1.4. The costs for such User Group meetings will be for the account of the individual parties attending the User Group meetings unless otherwise agreed with Service Provider.

##### **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.

##### **4.3. Financial Transparency**

Service Provider agrees that financial transparency will be applied in the costing of the Services to be provided for under this Agreement and as set out in the applicable Service Annexures as well as in the Invoicing for Services.

##### **4.4. 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, including:

- 4.4.1. Obtaining economies of scale through volume purchases or by allowing Overstrand to participate in the procurement of equipment, facilities and licensing to ensure that the most cost effective pricing is obtained in respect thereof;
- 4.4.2. Exploiting the benefits of synergies resulting from the provision of the same or similar services to other clients.

##### **4.5. Cooperation between Parties and with Third Parties**

- 4.5.1. At the reasonable request of Overstrand, the Service Provider undertakes to fully cooperate with Overstrand or any other contracted party, or other entity or party, nominated by Overstrand, and also procure the same from its sub-contractors, to give effect to this Agreement, its Services and its Annexures attached hereto.
- 4.5.2. If Overstrand contracts with a third party (being any person other than a Party to this Agreement) to provide any service to it, other than the Services, then for as long as the services and activities of the third party do not interfere with the Services, and do not affect the Service Provider financially, then Service Provider shall co-operate with Overstrand and such third party to the extent reasonably required for the provision of those services by that third party.

#### 4.6. Incidental Cooperation and Assistance

Service Provider agrees to use commercially reasonable efforts to comply with Overstrand's requests for incidental co-operation and assistance in connection with special information technology projects that are not within the scope of, but related to the Services, provided that if such co-operation and assistance will require expenditure by Service Provider or is reasonably anticipated to require more than 8 (eight) man hours being expended by Service Provider's employees in aggregate for any one such Project, Overstrand shall pay to Service Provider a fee for each man hour spent on such project in excess of 8 (eight) man hours and reimburse Service Provider for expenditure agreed upon in writing and in accordance with the agreed pricing in the Service Annexures.

#### 4.7. Ownership of Data and Access to Data

- 4.7.1. 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;
- 4.7.2. At the sole discretion of the Overstrand, the Service Provider will allow nominated employees or third parties access to all such data to extract, export and transpose data to any other media for whatever reason;
- 4.7.3. As part of the Services, Service Provider will provide the required assistance and means to enable the nominated employees or third parties to extract any such data, or all the data, as may be required from time to time;
- 4.7.4. 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.

#### 4.8. Application Source Code

- 4.8.1. Service Provider undertakes to keep copies, in readable text format, for all Business application systems and programs under this Agreement in safe keeping;
- 4.8.2. Service Provider agrees that all application source code will be made available at the request of Overstrand for use at their own discretion, should Service Provider for whatever reason, not be able to deliver the services as contracted under this Agreement.
- 4.8.3. Upon the reasonable request from Overstrand, Service Provider undertakes to provide evidence to the satisfaction of Overstrand, that the applicable source will be made available as and when required.

#### 4.9. Minimum Requirements for Management Reports

As part of the Services the parties must agree prior to effective date:

- 4.9.1. What management reports will be provided by Service Provider;
- 4.9.2. To what extent existing reports will be customised;
- 4.9.3. Development of new reports based on existing data in the System.

#### 4.10. Application and Systems Backup and Recovery

As part of the Services, the Service Provider shall also provide documented procedures, programs and/or mechanisms to ensure that all data and systems under his control can be backed up and recovered in such a way that the integrity of all the data under his jurisdiction can be validated and totals can be reconciled for audit purposes as may be required from time to time, also at, expiry of this Agreement, for whatever reason.

#### 4.11. Statutory and Regulatory Compliance

- 4.11.1. 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 licenses,

---

authorizations, accreditations and permits as may be required from time to time to provide the Services;

- 4.11.2. Service Provider shall have financial responsibility for, and shall pay all applicable fees, except where the software utilised is provided by Overstrand or by a third party with Overstrand's prior written consent or is part of the operating software of equipment provided by Overstrand;
- 4.11.3. At the request of the Overstrand, Service Provider shall provide proof of compliance with these provisions.

#### **4.12. 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.

#### **4.13. Conflict of Interest**

In providing the Services, the Service Provider 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.

#### **4.14. 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 by the persons appointed by Overstrand;

#### **4.15. Systems Performance Monitoring Tools**

- 4.15.1. As part of the Services throughout the term, and at no additional cost to Overstrand, the Service Provider shall, and as it may be applicable to the Service, implement monitoring tools and procedures necessary to verify and measure the performance of the Service and use of agreed technology and software and compare such performance and use to that warranted in terms of this Agreement and required by the Service Annexures;
- 4.15.2. Service Provider shall provide Overstrand access to these measurement and monitoring information produced by them in order to verify such performance and compliance by Service Provider.

#### **4.16. Benchmarking and Auditing of Services and Systems**

- 4.16.1. 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;
- 4.16.2. 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;
- 4.16.3. The Service Provider and Overstrand shall discuss in good faith any recommendations made by the consultant, to assess the effort and costs to implement such recommendations;
- 4.16.4. The costs and time frames to implement any recommendations made by the consultant should be mutually agreed between Overstrand and Service Provider.

#### 4.17. Key Staff of Service Provider

- 4.17.1. 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.
- 4.17.2. 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 ongoing support during the absence of the key employee.

#### 4.18. Appointment of Sub-contractors

- 4.18.1. 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 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;
- 4.18.2. 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 **30 June 2015**;
- 5.2. Overstrand will not be bound to give prior notice to terminate this Main Agreement or any Services to be delivered as provided for in any Service Annexure attached hereto;
- 5.3. The term in respect of each Service Annexure, and/or Service shall be specified in the Service Annexure and ;
- 5.4. Notwithstanding any term expressed in a Service Annexure (or as it may be renewed), shall not extend beyond the termination or cancellation of this Main Agreement.

### 6. ADDITIONAL SERVICES OR CHANGES TO EXISTING SERVICES

#### 6.1. Need for Additional Services

- 6.1.1. It is agreed and accepted by both Parties that during the term of this Agreement:
- Business needs might change which might also require changes to the existing Services and/or to this Agreement;
  - Overstrand may at its sole discretion, appoint any third party to provide the envisioned additional service to it, or provide it internally.

#### 6.2. Request for Additional Services

When an additional Service is required from Service Provider, or there is to be a change to an existing Service, the approved Supply Chain procedures, as applicable to Local Government, will be followed at every event. 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:

- 6.2.1. Detailed specifications of all business/service requirements;
- 6.2.2. 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.

- 6.2.3. The pricing for such additional service should be in accordance with the transparency principles as set out elsewhere in this Agreement.

### 6.3. 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 milestones 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

- 7.2.1. 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;
- 7.2.2. 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

- 7.3.1. 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;
- 7.3.2. Accordingly, in the event that Service Provider 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:
- 7.3.3. 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:
- 7.3.4. 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;
- 7.3.5. Service Credits must not be construed to be 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;
- 7.3.6. Any dispute which arises concerning the failure to meet Service Levels, or quantum of any Service Credits shall be determined by an expert mutually agreed to by both parties appointed in terms of this Agreement.
- 7.3.7. The expert shall be an impartial person mutually agreed upon between the Service Provider and Overstrand.

#### 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:

- 7.4.1. promptly commence to investigate the root cause(s) of the failure and communicate to Overstrand such root cause(s) as identified;
- 7.4.2. promptly advise Overstrand of the status of such corrective efforts;
- 7.4.3. complete correction of any failure within time frames mutually agreed between the parties;
- 7.4.4. Update Call Logging System and report to Overstrand when Service failure has been resolved.

#### 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 meet 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 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.

## 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 SERVICE REPORTS

The Service Provider shall, in terms of this Agreement, and the Service Annexures, submit any additional service reports as may reasonably be requested by Overstrand, 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 the MFMA, 56, Section 116, requirements to do “Monthly performance reviews” 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;
- 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 MANAGEMENT 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**

- 12.3.1. 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**

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 provide Overstrand with such credit on the first statement delivered after such credit is due. If the amount of any such credits or penalties on an invoice exceeds the amount owing to Service Provider reflected on such invoice, Service Provider shall pay within seven days to Overstrand the balance of such credit or penalty.

**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 two months prior to the next anniversary date of the Agreement;
- 12.8.2. Annual increases in Service fees will be limited to CPIX or 10%, which ever is the lowest at the time 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, INTELLECTUAL PROPERTY AND TRADE MARKS AND SOURCE CODE**

The Parties agree that:

- 13.1. All Work Products and the copyright in the Work Products exclusively used in the provision of the Services and/or developed by the Service Provider in the provision of the Services contracted in the Service Annexures, shall belong to Overstrand unless specified and listed in a separate Annexure to this Agreement as either belonging to the Service Provider or to a third party;
- 13.2. The Service Provider may not use any Work Product to deliver or provide any service to any of its clients or customers other than to Overstrand without Overstrand's written consent;
- 13.3. Ownership of all Intellectual Property and Confidential Information of each party shall at all times remain vested in that party unless specifically alienated in this Agreement or in writing;
- 13.4. Neither Party may, without the prior written consent of the other Party, use the names, service marks, trademarks, logos or other corporate identifications of the other Party or its Affiliates.

---

**14. INFORMATION SECURITY AND CONFIDENTIALITY**

- 14.1. The Service Provider will at all times comply with the Overstrand 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 to the Service Provider,
- 14.3. Any Service Annexure may contain additional specific requirements concerning information technology security and confidentiality as may be applicable for certain Services.

**15. RISK OF LOSS AND INSURANCE**

Throughout the term both parties shall maintain in force adequate insurance to cover the risks for which it is liable in terms of this Agreement. Proof of such insurance shall be presented on request by either party within 14 days of such written request.

**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 fulfill its duties in accordance with this Agreement:
- 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 trade marks, 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**

18.1.1. 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, 1936 or section 344 of the Companies Act, 1973. 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) In the judgment of Overstrand, 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, 56 of 2003, 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. 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";
- 19.2. 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;
- 19.3. The Service Provider shall be liable for the cost incurred to procure such Services not provided by it;
- 19.4. If the Service Provider does not pay such other provider of the Services in terms of its payment requirements, Overstrand may pay such provider and deduct any amount so paid from any amount due to the Service Provider.
- 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 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. SETTLEMENT OF DISPUTES

- 21.1. 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.
- 21.2. 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.
- 21.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 21.4. Notwithstanding any reference to mediation and/or court proceedings herein,
- 21.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 21.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

## 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 its Annexures will in all matters take preference;
- 22.2. Secondly, the General conditions of Contract 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 and 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. 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:



**OVERSTRAND MUNICIPALITY**

(ATT: Name of Nominated Service Representative, and also copied to Nominated Contract Representative.)

Physical: 20 Magnolia Avenue, Hermanus, 7201

Postal: P O Box 20, Hermanus, 7200

Telefax: (028) 3138000

e-mail: \_\_\_\_\_

**SERVICE PROVIDER (PROPRIETARY) LIMITED**

(ATT: The name of the Nominated Contract Representative)

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 address, shall be deemed to have been received on the first Business Day following the date of dispatch (unless the contrary is proved).

**25. GENERAL**

- 25.1. This Main Agreement and any Annexures thereto contains the entire agreement between the Parties in relation to the subject matter hereof;
- 25.2. 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;
- 25.3. 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;

- 
- 25.4. 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;
- 25.5. 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;
- 25.6. 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.

**26. ACCEPTANCE AND SIGN-OFF**

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

<b>A. SIGNED ON BEHALF OF OVERSTRAND MUNICIPALITY</b>	
Signature:	
Name of signatory:	
Capacity of signatory (Designation):	
Signature of witness:	
Surname and full first name of witness:	
Date:	
Place:	

<b>B. SIGNE ON BEHALF OF SERVICE PROVIDER</b>	
Signature:	
Name of signatory:	
Capacity of signatory (Designation):	
Signature of witness:	
Surname and full first name of witness:	
Date:	
Place:	

**27. ANNEXURES****ANNEXURE A.1 – FORM OF SERVICE ANNEXURE - MINIMUM REQUIREMENTS**

*(May only be amended by mutual agreement between the Parties)*

**SERVICE DELIVERY AGREEMENT:**
**1. Service Definition:**

*A functional definition of the Service to be delivered by Service Provider.*

*The description of the Service as stated in the tender document can serve as a guideline for the Service definition.*

**2. Term of Service Annexure (May not exceed Main Agreement)**

<b>Begin Date:</b>	/ / 20	<b>End Date:</b>	/ / 20
--------------------	--------	------------------	--------

**3. Overstrand: Directorates/Departments where Service will be Provided:**

Directorate	Department	Region	NSR

**4. Pricing for Services:**

*Must include all pricing for all Service components as specified in the Portfolio of Services. Including, but not limited to, license fees, support fees, maintenance fees, rates for ad hoc services and expenses. (May also be included in Tasks Portfolio if so mutually agreed)*

**5. Special Conditions by Service Provider to deliver the Service as may be applicable, otherwise state "Not Applicable"**
**6. Specific Exclusions from Service:**

*Services specifically not included in the Service must also be listed in this Annexure.*

**7. Service Hours:**

- *Contracted time when service provider will be available to deliver the Service/perform the tasks.*
- *Arrangements for Services outside contracted time must also be specified.*

**8. Portfolio of Services and Cost Details:** Detailed breakdown of Service to be delivered by Service Provider in measurable task units

- *Service details described in MBD 3.1 on pages 78 to 80 only serve as a guideline and the agreed Services must be documented as agreed in sufficient detail*

---

**ANNEXURE A.2 – MONTHLY SERVICE DELIVERY REPORT**

*(May only be amended by mutual agreement between the Parties)*

The Monthly Service Delivery Report should include at least the following minimum details:

1. Summary report of Service Failure Events, root cause analysis and corrective actions taken;
2. Summary report of on-site support/consultation provided by Service Provider;
3. Summary report of additional service provided by Service Provider;
4. Summary report of incidental support and cooperation provided by Service Provider; and
5. Summary of ad hoc support services, not contracted under this Agreement, provided by Service Provider.

Refer clause 9.1 for details

**ANNEXURE A.3 – SERVICE FAILURE EVENTS, SERVICE CREDITS AND TERMINATION EVENTS**

*(May only be amended by mutual agreement 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 <b>critical services to the community and Overstrand are severely impacted</b> . Services cannot, not be delivered.	4 hours	Service failure occurred two times or more in any calendar month	25%	Service level failure events in 3 consecutive months
2	The Service or certain functions in the Service are dysfunctional and <b>critical services to the community and Overstrand are impacted</b> but services can still be delivered making use of alternative systems or work processes.	8 hours	Service failure occurred two times or more in any calendar month	20%	Service level failure events in 3 consecutive months
3	The Service or certain functions in the Service are disc functional but <b>critical services to the community or Overstrand are not impacted</b> . Services to the community and Overstrand can still be delivered making use of alternative systems or work processes.	12 hours	Service failure occurred two times or more in any calendar month	15%	Service level failure events in 3 consecutive months
4	<b>Intermittent non-critical Service failures disrupt ongoing service delivery</b> to the community and Overstrand.	24 hours	Service failure occurred more than once in any calendar month	10%	Service level failure events in 3 consecutive months
5	Any <b>other Service failures with lesser impact</b> than any of the above failures.	36 hours	Service failure occurred more than once in any calendar month	5%	Service level failure events in 3 consecutive months

**ANNEXURE A.4 – KEY PERFORMANCE AREAS AND MEASUREMENT CRITERIA**

*(May only be amended by mutual agreement between the Parties)*

**a) Measurement Criteria**

Ratings	Objective Measures to Assess Service Provider Performance
5	<p><b>Quality of Service delivery is exceptional at all times:</b></p> <ul style="list-style-type: none"> <li>➤ 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.</li> </ul>
4	<p><b>Quality of Service delivery is better than agreed;</b></p> <ul style="list-style-type: none"> <li>➤ 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;</li> <li>➤ Progress with all projects and new service requests are on target; No service failure events has occurred for the last three months</li> </ul>
3	<p><b>Quality of Service delivery as agreed; Deviations are managed as mutually agreed:</b></p> <ul style="list-style-type: none"> <li>➤ 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;</li> <li>➤ 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.</li> </ul>
2	<p><b>Quality of Service delivery not in compliance with Agreement; Requires more management and focus from Service Provider:</b></p> <ul style="list-style-type: none"> <li>➤ 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;</li> <li>➤ 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.</li> </ul>
1	<p><b>Quality of Service delivery totally unacceptable; Consider termination of Agreement and all Services.</b></p> <ul style="list-style-type: none"> <li>➤ Non-compliances, progress with projects and new service requests and service failure events same or worse than for rating 2;</li> <li>➤ Commitment from Service Provider to resolve outstanding issues is totally lacking; Skills and resources to deliver a quality service are totally inadequate;</li> <li>➤ Participation in contract governance, service management and effective communication is lacking or inadequate.</li> </ul>

**b) 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	Service 1				
2	Service 2				
3	Monthly Service Reports				
4	Monthly performance review Meetings				
5	Quarterly Contract Steering committee meetings				
6	Service Provider Duties and Obligations				
7	Annual Technology Roadmap				
8	Annual review of contract, Services and Pricing				
9	Annual review of Exit Management Plan				
10	Any other Services				

## ANNEXURE B – 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

---

**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.

---

**ANNEXURE C – 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 dependant 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.

**ANNEXURE D – SERVICE PROVIDER SERVICE LEVEL AGREEMENT**

- Draft Contents to be provided by Service provider during the tender process.

**16. MBD 3.1 – PRICING SCHEDULE – FIRM PRICES - (SERVICES)**

**NOTE:**

- Document must be completed in non-erasable black ink.
- The use of correction ink/tape is not permitted.
- Prices must include all service components as specified in the Portfolio of Services. Including but not limited to license fees, support fees, maintenance fees, rates for ad hoc services and expenses.

**1. Pricing Schedule**

*(To be completed in non-erasable black ink)*

I / We \_\_\_\_\_

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

of the firm \_\_\_\_\_

hereby offer to Overstrand Municipality herein represented by the **Director: Management Services** to supply and deliver the goods 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:

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

	SERVICE NAME	DETAILED SERVICE DESCRIPTIONS (FOCUS OF WHAT HOW, WHY)	FREQUENCY	RAND (INCLUDING VAT)
1	<b>SERVICES AS AGREED IN TERMS OF THIS MAIN AGREEMENT</b>			
1.1	On-site Support Services	Provide details of support services	Days/hours per month	
1.2	Remote Support Services	Provide details of support services, between 08h00 to 16h00, Mondays to Fridays	As and when required	
1.3	Ad hoc Support Services	Provide details of support services. between 08h00 to 16h00, Mondays to Fridays	As per calls logged	
1.4	Telephonic Support Services	Provide details of support services, between 08h00 to 16h00, Mondays to Fridays	As and when required	
1.5	Report Customization	Extent of report customization	Per Service Request	
1.6	New System updates	New Versions and new releases	As and when	
1.7	User Training	Maximum number of days/ Maximum number of trainees <b>Cost per Trainee</b>	With all new releases and updates	
1.8	Systems documentation and updates	Updated Documentation will be provided with new releases and system updates in electronic format with all new releases and system updates	Per event	
1.9	Trouble shooting and problem management		As and when needed	
2	<b>DUTIES AND OBLIGATIONS</b>	<b>Service Provider Duties and Obligations as per Clause 4 in this Agreement</b>	<b>As and when needed</b>	
<b>TOTAL COSTS FOR THE AGREED SERVICES</b>				

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

	SERVICE NAME	DETAILED SERVICE DESCRIPTIONS (FOCUS OF WHAT HOW, WHY)	FREQUENCY	RAND (INCLUDING VAT)
<b>3</b>	<b>LICENSE FEES – PROVIDE DETAILS SEPARATELY FOR ALL TYPES OF LICENSES</b>			
3.1	System license	Usage Fees	Annually	
3.2	User License	Usage License fee per number of users	Monthly/annually	
3,3	Product license	License fee per system	Monthly/annually	
3.4	Any other license/ maintenance fees	Seat licences, concurrent licences, etc.		
<b>TOTAL ANNUAL COSTS FOR LICENSES</b>				
<b>4</b>	<b>FEES FOR SERVICES FALLING OUTSIDE THE SCOPE OF THE AGREED SERVICES</b>			
4.1	Travel costs	Maximum: Only between Cape Town And Hermanus	Per KM	AA Rates
4.2.	Consultation and support outside agreed Service hours	Consultation and support outside agreed Services and hours	Per Hour	
4.3	User Training		Per day/Per hour/per trainee	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

**17. MBD 7.2 – CONTRACT FORM - RENDERING OF SERVICES**
**NB:**

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) \_\_\_\_\_, in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number \_\_\_\_\_, 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 date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid
    - Tax clearance certificate
    - Pricing schedule(s)
    - Filled in task directive/proposal
    - Preference claims in terms of the Preferential Procurement Regulations 2001
    - Declaration of interest
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

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

**CONTRACT FORM - RENDERING OF SERVICES  
PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

SIGNED AT \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20

SIGNATURE:		<b>OFFICIAL STAMP:</b>
NAME (PRINT):		
WITNESS 1:		
WITNESS 2:		

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

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

<b>B</b>	If you are a bidder, <b>NOT DULY REGISTERED</b> 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	Vraelys Vir Voorkeurverkrygingsbeleid / Questionnaire For Preferential Procurement Policy / Iphepha Lemibuzo Yenqubo Ekhethekileyo Yokufumana
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

---

<b>FOR OFFICE USE ONLY:</b> <i>Confirm attachment of the completed documents</i>			
<i>I confirm that I have removed the Supplier Database Registration Forms from the tender document and forwarded it to the Supplier Database Official</i>			
<i>Pages removed from page number:</i>		<i>To page number:</i>	<i>Date</i>
<i>Print Name</i>		<i>Signature</i>	



## PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

6.2 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

6.3 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.

6.4 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.

6.5 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.

6.6 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.

6.7 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.

6.8 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.

6.9 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.

### 7 BID DECLARATION

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

7.1.1 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1	
7.1.1.1	B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate
7.1.1.2	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).*

<b>3</b>	Persentasie aandeelhouing van persone geklassifiseer as <b>jeug</b> . (18 – 35 Jaar oud) / Percentage of shareholding of persons in the business classified as <b>youth</b> . (18 – 35 Years old) / Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba <b>lulutsha</b> (18 – 35 Yeminyaka)	%
<b>4</b>	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

<b>Handtekening / Signature / Osayinileyo</b>	<b>Getuie / As Witness / Njengengqina</b>

## DECLARATION BY SUPPLIER

<b>1.</b>	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*.
<b>2.(a)</b>	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.
<b>2.(b)</b>	The request for registration on the Municipality's database may be rejected if the supplier, or any of its directors/members/partners have: <ul style="list-style-type: none"> <li>(i) abused the municipality's supply chain management system or committed any improper conduct in relation to such system;</li> <li>(ii) been convicted for fraud or corruption during the past five years;</li> <li>(iii) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years;</li> <li>(iv) being a person whose tax matters are not cleared by the South African Revenue Services; or</li> <li>(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).</li> </ul>

<b>3.</b>	In order to give effect to the above, the following questionnaire must be completed and signed before a Commissioner of Oaths.			
<b>3.1</b>	Print full Name:			
<b>3.2</b>	Company/CC Registration or ID Number:			
<b>3.3</b>	Are you presently <i>in the service of the state</i> ? *	YES	NO	
<b>3.3.1</b>	<b>If so, furnish particulars.</b>			
<b>3.4</b>	Have you been <i>in the service of the state</i> for the past twelve months?	YES	NO	
<b>3.4.1</b>	<b>If so, furnish particulars.</b>			
<b>3.5</b>	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	
<b>3.5.1</b>	<b>If so, furnish particulars.</b>			
<b>3.6</b>	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	
<b>3.6.1</b>	<b>If so, furnish particulars.</b>			
<b>3.7</b>	Are any of your company's directors, managers, principle shareholders or stakeholders <i>in the service of the state</i> ?	YES	NO	
<b>3.7.1</b>	<b>If so, furnish particulars.</b>			
<b>3.8</b>	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	
<b>3.8.1</b>	<b>If so, furnish particulars.</b>			
<b>3.9</b>	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	
<b>3.9.1</b>	<b>If so, furnish particulars.</b>			

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	<b>If so, furnish particulars.</b>				
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	<b>If so, furnish particulars.</b>				
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	<b>If so, furnish particulars.</b>				
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	<b>If so, furnish particulars.</b>				

**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.

<b>Signature</b>	<b>Position</b>	<b>Date</b>

- \* 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;"><b>COMMISSIONER OF OATHS</b></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><b>COMMISSIONER OF OATHS:-</b></p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p style="text-align: center;"><b>Apply official stamp of authority on this page:</b></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"
<b>All Tiers of Government</b> 00001 - 09999	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
<b>Agriculture</b>  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	
<b>Mining and Quarrying</b>  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	
<b>Manufacturing</b>  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	
<b>Electricity, Gas and Water</b>  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	
<b>Construction</b>  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	
<b>Wholesale Trade, Commercial Agents and Allied Services</b>  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	
<b>Retail and Motor Trade and Repair Services</b>  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	
<b>Catering, Accommodation and other Trade</b>  64101 - 64299	Medium	200	R13 m	R 3 m	
	Small	50	R 6 m	R 1 m	
	Very small	20	R 1.50 m	R 0.90 m	
	Micro	5	R 0.20 m	R 0.10 m	
<b>Transport, Storage and Communications</b>  71001 - 75999	Medium	200	R26 m	R 6 m	
	Small	50	R13 m	R 3 m	
	Very small	20	R 3 m	R 0.60 m	
	Micro	5	R 0.20 m	R 0.10 m	
<b>Finance and Business Services</b>  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	
<b>Community, Social and Personal Services</b>  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):

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

**KREDIETBEVEL INSTRUKSIE / CREDIT ORDER INSTRUCTION / UMYALELO NGOTYALO MALI**

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

<b>BESONDERHEDE VAN FIRMA/INSTANSIE / DETAILS OF FIRM/INSTITUTION / IINKCUKACHA ZEFEMU/IZIKO:</b>												
Naam / Name / Igama												
Adres / Address / Idilesi												

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

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

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

GEMAGTIGDE HANDTEKENING / AUTHORISED SIGNATURE / USAYINO OLUGUNYAZISIWEYO	
VOORLETTERS EN VAN / INITIALS AND SUR-NAME / OONOBUMBA BOKUQALA BEGAMA KUNYE NEFANI	
TELEFOONNOMMER / TELEPHONE NUMBER / INOMBOLO YEFOWUNI	DATUM / DATE / UMHLA

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

**DOCUMENTS REQUIRED**

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

<b>FOR OFFICE USE ONLY:</b>			
<b>BUSINESS NAME</b>			
<b>DATE RECEIVED</b>		<b>DATE CAPTURED</b>	
<b>ACCEPTED</b>			
<b>DATABASE REGISTRATION NUMBER</b>			