EHLANZENI
DISTRICT MUNICIPALITY

EDM/15/2026-27

PROVISION FOR IT SUPPORT AND MAINTENANCE SERVICES FOR EHLANZENI DISTRICT MUNICIPALITY FOR A PERIOD OF THREE YEARS

CLOSING DATE: FRIDAY, 25 SEPTEMBER 2026

NAME OF TENDERER: _____

CSD REGISTRATION NO.: _____

EHLANZENI
DISTRICT MUNICIPALITY

INDEX ***PAGE***

Invitation to Tender…….3 - 7

Special Conditions of the Tender……..8 - 9

Specifications, Functionality and Pricing schedule ……10 - 83

Declaration of interest……...84 - 86

Preference Points Claim Form in terms of the
Preferential Procurement Regulations 2017 (Purchases)..... 87 - 91

Declaration certificate for local production and content for designated sectors……..92 - 93

Declaration of Tenderer's Past Supply Chain Management Practices ..... ……. 94 - 95

Certificate of independent tender determination ..... …96 - 99

Authority to sign a tender……..100 - 102

Certificate of authority for joint ventures…….103

ANNEXURE A - Tax clearance certificate application form

ANNEXURE B - General conditions of contract

EHLANZENI
DISTRICT MUNICIPALITY

NOTICE AND INVITATION TO TENDER

TENDER NUMBER EDM/15/2026-27

PROVISION FOR IT SUPPORT AND MAINTENANCE SERVICES FOR EHLANZENI DISTRICT MUNICIPALITY FOR A PERIOD OF THREE YEARS

Tenders are hereby invited from capable and experienced service providers for the above-mentioned tender.

1. Only service providers who have provided the following mandatory information and documents to be used to evaluate the tenderer's responsiveness will be considered for further evaluation on functionality;

1.1 Only tenderers who are registered on the Central Supplier Database (CSD) will be considered and the copy of the full CSD report not older than three months should be submitted.

1.2 Form of offer must be firm, VAT and other tax inclusive and valid at least Ninety (90) days from the closing date.

1.3 No tender shall be considered for the person who are in the service of the state,

1.4 Valid SARS PIN certificate must be attached,

1.5 Attached original Certified copy of company registration documents issued by Companies and Intellectual Property Commission (CIPC).

1.6 Attached original Certified copies of Identity Documents (ID) of all company directors,

1.7 Attach verifiable Municipal Account/s not older than three months for both the tenderer and entity owner/s or director/s. In areas where the municipalities are not issuing municipal accounts, attach valid lease agreements or confirmation of residence or address for both the tenderer and entity owner/s or director/s issued by a relevant authority not older than three months.

1.8 Attached Valid letter from Department of Employment and Labour - COIDA registration letter,

1.9 Tenderers submitting tenders as a joint venture or consortium must attach a signed agreement by all parties to the joint venture or consortium.

1.10 Attach valid certified copy of COIDA Letter of Good Standing from the Department of Employment and Labour.

1.11 Attach audited or reviewed and signed Annual Financial Statements at least for the past three years.

1.12 Attached certified copies of ICASA ECNS and ECS License issued on your company name.

1.13 Attach audited and signed copies of audited Annual Financial Statements for the past three years since the company or since the company came into existence if not older than three years.

1.14 Fully completed tender document as issued and signed must be submitted on the PDF document that has been issued. All certified copies must not be older than three months.

1.15 Tenderers are advised not to commit any fraudulent activities, including forgery of documents. All abuses of the Supply Chain Management (SCM) systems including but not limited to forgery of

returnable documents, may be reported to the South African Police Service (SAPS) and restricted from doing business with any public institution or organ of the state for a period not exceeding 10 years in line with the Prevention of Fraud and Corrupt Activities Act 12 of 2004.

2. This tender will be evaluated in accordance with the 80/20 preference point system in terms of the Preferential Procurement Policy of the Ehlanzeni District Municipality. The policy preference point system will be applied as follows;

2.1 The 80 points will be for price; and

2.2 The 20 points will be allocated for the specified goals on a proportional or pro rata basis as follows:

POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS		
HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS	**POINTS ALLOCATION**	**SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS**
100% black person or people owned Enterprise	**3,00**	A copy of a Full CSD report not older than 3 months
More than 30% woman or women shareholding or owned enterprise	**2,00**	
More than 30% youth shareholding or owned enterprise	**2,00**	
More than 30% people living with disability shareholding or owned Enterprise	**2,00**	A copy of a Medical Certificate to confirm disability or stated on the CSD report
More than 30% military veteran's shareholding or owned Enterprise	**2,00**	A copy of a Full CSD report not older than 3 months
POINTS FOR IMPLEMENTING OF RDP PROGRAMMES		
Enterprises regarded as ***EME's located within** the Ehlanzeni District Municipality area of jurisdiction	**2,00**	➢ A copy of a Full CSD report not older than 3 months ***NB:** Points will only be awarded if the CSD physical address is the same as the address for the proof of residence required in 1.7 above.*
Sub-contract minimum of 30% of the contract value to EME's in the ward or local communities where the services to be rendered of works to be undertaken	**2,00**	➢ Commitment letter of works or services to be sub-contracted.
Corporate Social Investment (CSI) or Social Labour Plan proposition	**3,00**	➢ Attach a CSI plan or Social Labour Plan
B-BBEE level 1 contribution	**2,00**	➢ Certified Valid SANAS Accredited BBBEE certificate; or ➢ Certified Valid EME and SME a sworn affidavit; or ➢ Certified Valid CIPC issued certificate confirming annual turnover and level of Black Ownership.
TOTAL PREFERENCE POINTS TO CLAIMED	**20,0**	

****EME's are Exempted Micro Enterprise with an annual turnover of R10 million or less.***

Received tenders will be evaluated for responsiveness based on mandatory requirements, functionality and tenderers who obtain a minimum of **70 points** out of a possible **100 points**, will be further evaluated on price and specified goals.

Tender documents can be viewed and downloaded at no cost on the Document Sharing and Collaboration Platform or Portal (NEPTUNE): http://edmservices.ehlanzeni.gov.za and National Treasury Portal from **Wednesday, 26 August 2026**. Further information regarding the downloading and uploading of documents will be explained at the compulsory briefing session.

A compulsory briefing session will be held on **Wednesday, 02 September 2026, 10h00** at **Ehlanzeni District Municipality Office Complex, DMC, 8 Van Niekerk Street, Sonheuwel Central, Mbombela, 1201**.

Where tenders should be submitted - Completed tender and other returnable documents must be submitted only in PDF format on the Document Sharing and Collaboration Platform or Portal: http://edmservices.ehlanzeni.gov.za on or before **Friday, 25 September 2026** not later than **12h00.**

Tender Documents received by telegram, fax and post will not be considered. Late tenders shall not be accepted.

Enquiries: Contact Person - ADMINISTRATION: Mr. S P Khumalo at 013 759 8500 pkhumalo@ehlanzeni.gov.za

Contact Person – TECHNICAL: Mr. M Srinivasan at 013 759 8500 or msrini@ehlanzeni.gov.za

Visit our website: www.ehlanzeni.gov.za

Special Conditions:

Ehlanzeni District Municipality reserves the right to appoint for the whole or part of the tender or not to appoint at all.

Employer: Acting Municipal Manager: Ms S S Madlopha
Ehlanzeni District Municipality
P. O. Box 3333,
MBOMBELA,
1200

PART A INVITATION TO TENDER

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE EHLANZENI DISTRICT MUNICIPALITY					
TENDER NUMBER:	EDM/15/2026-27	CLOSING DATE:	25 SEPTEMBER 2026	CLOSING TIME:	12H00
DESCRIPTION	PROVISION FOR IT SUPPORT AND MAINTENANCE SERVICES FOR EHLANZENI DISTRICT MUNICIPALITY FOR A PERIOD OF THREE YEARS				

THE SUCCESSFUL TENDERER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM

TENDER RESPONSE DOCUMENTS MUST BE SUBMITTED ON THE TENDER MANAGEMENT PLATFORM ON THE ADDRESS http://edmservices@ehlanzeni.gov.za

SUPPLIER INFORMATION

NAME OF TENDERDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		NUMBER			
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE		NUMBER			
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
TAX COMPLIANCE STATUS	TCS PIN:		**OR**	CSD No:		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No	

[A FULL CSD REPORT NOT OLDER THAN 3 MONTHS AND A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTEDIN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL TENDER PRICE**	**R**
SIGNATURE OF TENDERDER	.....	**DATE**	
CAPACITY UNDER WHICH THIS TENDER IS SIGNED			

TENDERDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:	TECHNICAL INFORMATION MAY BE DIRECTED TO:

ALL ENQUIRIES SHOULD BE SENT ELECTRONICALLY VIA E-MAIL TO pkhumalo@ehlanzeni.gov.za

PART B
TERMS AND CONDITIONS FOR TENDERDING

1. TENDER SUBMISSION:

1.1. TENDERS MUST BE SUBMITTED ELECTRONICALLY BY THE STIPULATED TIME ON THE TENDER MANAGEMENT PLATFORM. LATE TENDERS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL TENDERS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED - (NOT TO BE RE-TYPED) OR ONLINE**

1.3. THIS TENDER IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 TENDERERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 TENDERERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E- FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 TENDERERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE TENDER.

2.6 IN TENDERS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE TENDERDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO TENDERDING FOREIGN SUPPLIERS

3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF TENDERER: ……

CAPACITY UNDER WHICH THIS TENDER IS SIGNED: ……

DATE: ……..

CONDITIONS OF THE TENDER

1. SUBMISSION OF TENDERS

Only tenders submitted electronically via the e-mail address provided will be accepted and no tender received by telegram, fax, or tender physically delivered will be considered. Late tender shall not be considered.

2. TENDER DOCUMENT AVAILABILITY

It is compulsory that service providers download a copy of the tender document that will only be available from Wednesday, 26 August 2026 on the Document Sharing and Collaboration Platform: **http://edmservives.ehlanzeni.gov.za** and the National Treasury Website.

3. ADJUDICATION OF TENDER

Ehlanzeni District Municipality will not be bound to accept the lowest or any tender.

This tender will be evaluated in terms of the 80/20 preference point system in terms of the Preferential Procurement Policy of the Ehlanzeni District Municipality where 80 points will be allocated in respect of price and 20 points in respect for specified goals in the notice and invitation to tender above.

4. COMPLETION OF TENDER DOCUMENTS

Tenders will only be considered on receipt of this tender document correctly completed with all insertions in black ink and signed.

The following compulsory documentation **MUST** be attached in order for the tender to be considered responsive as specified in the advertisement.

5. COMPULSORY BRIEFING SESSION

Yes, as stated in the advertisement.

6. TAXES AND DUTIES PAYABLE

Tenderers shall allow in their tender for the payment and recovery of all taxes and other duties. No claims for additional payment in this respect will be considered. Prices and rates quoted shall be inclusive of Value Added Tax (VAT). VAT shall be recorded as a lump sum in the tender summary and the total inclusive of VAT carried to the Form of Tender on the MBD1.

7. WITHDRAWAL OF TENDER

In the event of the successful tenders failing to execute the service in terms of this tender, the Municipality shall be entitled to cancel the contract summarily, in which event the Tenderer shall be liable for any additional expense incurred by reason of the Municipality having to call for fresh tenders or having to accept any less favourable tender.

8. NOTICE OF TENDERERS

Should any additions or alterations to the document as issued to Tenderers be deemed necessary prior to the date for submission of tenders, these will be issued to Tenderers in the form of Notices to Tenderers and will form part of the tender document.

The Notices to Tenderers shall be completed where applicable by Tenderers, signed, dated and returnedwith the tender documents.

9. PERIOD OF VALIDITY OF TENDERS

The period of validity of tenders shall be **90** days as stated in the tender form and be calculated from the closing date for submission of tenders.

10. TENDER PRICE

All prices must include disbursement and VAT where applicable. All prices must be stated in South African currency (ZAR) and will be regarded firm.

The total tender price is meant for the purposes of price evaluation. This contract will be rates based due to its nature. In light of this, the total tender price will not be reflected in the appointment letter.

Service providers might be required to deliver commodities in any identified office within the jurisdiction of the Ehlanzeni District Municipality.

All items that have been specified must be quoted and failure to do so will render the tender not complying with the specifications and tender requirements.

Tenderers must attach a clear cost breakdown in form of a quotation for year 1, year 2 and year 3 including charges for related consumables. The total offer on the quotation including VAT must be transferred to MBD 1 and failure to do so will render the tender to consideredas non-responsive.

12. CESSION OF ASSIGNMENT

Neither the Council nor the tenderer shall cede or assign a contract for the required rendering of services or any part thereof or any benefit or interest therein or there under to third parties without having obtained written permission from the Council.

13. PRODUCT QUALITY AND DELIVERY PERIOD

Failure to deliver within the stipulated timeframes will lead to immediate cancellation of the purchase order or withdrawal of the appointment letter and the next inline service provider will be considered.

14. CONTRACT DURATION

It is anticipated that the contract duration will be for a period of three years subject to performance review.

15. NEGOTIATION OF RATES AND AWARD

The municipality reserves the right to negotiate the prices on the items specified in the pricing schedule.

TERMS OF REFERENCE AND SPECIFICATIONS

1. INTRODUCTION

VISION OF IT

A District of Excellence that is a Citizen-centric Smart District Municipality.

MISSION OF IT

To provide Integrated, appropriate, cost-effective, accessible, efficient, reliable and innovative IT solutions and services to meet the service delivery mandate of the District Municipality.

KEY PERFORMANCE AREAS OF IT

The IT unit provides the following Information and Communication and Technology services (IT):

- Corporate IT Governance and Strategy- Ensure good IT Governance through the implementation of IT policies, strategies, plans, SLA's, Contracts, Risk management, Audit compliance etc that is aligned and cost effective to the business needs of the District Municipality.
- E-Government services including website and intranet - Implement E-Government 24/7 services to the community and various stakeholders.
- Servers, Network Systems & Desktop Maintenance and Services - Support, Maintain, Manage and Provide excellent IT Server, Network and Desktop Services to all users and residents, Enterprise wide.
- Information technology Solutions & Systems including Research and Project Management - Propose, Procure and Implement new innovative IT Solutions and Systems that will fast track and improve the quality-of-service delivery provided to the community.
- Disaster Recovery, Business Continuity and IT Security -Ensure minimum to adequate business continuity in the provision of services to the community and ensure optimum level of IT security to equipment, information and related IT resources.
- Networking -Build and Develop Partnerships with various stakeholders i.e. Province, Municipalities, National etc including but not limited to external institutions to exchange and share their knowledge and experience in implementing similar service delivery enhancement systems.

TECHNOLOGY ARCHITECTURE

The following highlights the foundation of our Technology Architecture:

- **Strategic Alignment:** Ensure that our technology investments and solutions directly support EDM's objectives.
- **Scalability & Flexibility:** Accommodate growth in users, data, and services while adapting to future needs.
- **Performance & Reliability:** To enable the ability to monitor system performance and reliability
- **Cost Efficiency:** To reduce duplication, improve resource utilization, and lower long-term operational costs.
- **Risk Management:** To proactively address security, compliance, and technical risks to safeguard operations.

- **Standardization:** Promote consistent technologies, and protocols across EDM.
- **Interoperability:** To enable seamless integration and data exchange across diverse systems and platforms.
- **Maintainability:** To simplify upgrades, patches, issue resolution and reduce downtime.
- **Innovation Enablement:** To facilitate the adoption of emerging technologies and new capabilities.
- **Governance and Control:** To provide a framework to direct and control change, make informed decisions, and ensure technological initiatives align with EDM goals.
- **Business Continuity:** To strengthen disaster recovery capabilities and ensure operational resilience.

2. BACKGROUND

The purpose of the bid is to primarily source support to manage the existing IT network and related services from end to end, without any disruption to the service delivery mandate of the Ehlanzeni District Municipality (EDM).

EDM is located at No. 8 van Niekerk Street, Mbombela, 1200. It currently has around 200 end users at the main head office and 14 remote sites with approximately 50 employees in them, and has a disaster recovery site at the Provincial Archives Centre.

AREAS OF SERVICE	MUNICIPALITY	GPS COORDINATES
Ehlanzeni District Head office	EDM	8 van Niekerk Street, Mbombela
Thulamahashe former Bohlabela District Office	Bushbuckridge Local	24°50'29"S 31°03'59"E
Mzinti Community Hall	Nkomazi Local	25°41'58"S 31°44'39"E
Malelane Testing Ground	Nkomazi Local	25°29'22"S 31°31'00"E
Hectorspruit Disaster Management Center	Nkomazi Local	25°26'23.3"S 31°41'09.1"E
Barberton Umjindi Local (Community Centre – Clinic)	City of Mbombela	25°46'38"S 31°02'43"E
Hazyview, Mbombela Regional Office	City Of Mbombela	25°02'49"S 31°07'42"E
Hoxane – Former College of Education	Bushbuckridge Local	25°00'17"S 31°13'01"E
Acornhoek Next to Bridgeway opposite to Dr Zwane's Surgery	Bushbuckridge Local	24°35'44"S 31°03'22"E
Lydenburg (Disaster Management Centre (DMC)	Thaba Chweu Local	25°05'33"S 30°26'31"E
Thusong Community hall in Lydenburg	Thaba Chweu Local	25°05'06"S 30°25'07"E
Sabie – Thaba Chweu Regional Office	Thaba Chweu Local	25°05'55"S 30°46'53"E
Maviljan Region Bushbuckridge	Bushbuckridge Local	24°50'25"S 31°04'04"E
City of Mbombela Disaster Management satellite center and Fire Station	City of Mbombela	25°28'30"S 30°58'55"E
Dwarslop Disaster Management satellite center and Fire Station	Bushbuckridge Local Municipality	24°48'02.5"S 31°05'10.4"E

2.1 EXISTING INFRASTRUCTURE – HIGH LEVEL

A high-level outline of the existing infrastructure is included under Clause 10 of this bid for reference.

3 HIGH LEVEL LIST OF REQUIRED SERVICES FOR EDM AS PART OF THE TENDER

A high level list of service category and services as required by Ehlanzeni District Municipality (EDM) is given below. It must be noted that all the below services may require installation, configuration, upgrading, testing, upkeeping, commissioning, operational, project, strategic management, 24x7x365 monitoring, governance, documentations, reports etc – end to end provision of the below required services.

Should something be missing in the list below, it is important to include the additional items and their respective costs accordingly under the "Section: OTHER" for managing a District Municipal network environment.

Table A: Service category/ High level services

SERVICE CATEGORY	HIGH-LEVEL SERVICE
Network Infrastructure Services	LAN, WAN, SD-WAN, Wireless LAN, Internet connectivity, routing and switching, cabling, testing
Network Operations Services	Network administration, monitoring, optimisation, configuration management and capacity planning
Internet Services	Internet access, redundancy, bandwidth management and web access optimization, web filtering
Cloud Connectivity Services	Microsoft 365, Azure, hybrid cloud networking and cloud optimisation
Remote Connectivity Services	Secure VPN, Zero Trust Network Access (ZTNA), remote access and mobile connectivity
Network Security Services	Firewall management, intrusion prevention, intrusion detection, web security, application control, network segmentation, Network Access Control (NAC) and secure remote access
Endpoint Security Services	Endpoint protection, antivirus, EDR/XDR, device control, encryption and endpoint compliance
Email and Collaboration Security	Email protection, anti-spam, anti-phishing, Microsoft Defender and/ or similar for Office 365, Teams security and secure collaboration
Cloud Security Services	Microsoft Defender and/ or similar, Microsoft Purview and/or similar, cloud security posture management, data protection and cloud access security
Security Operations Centre (SOC) Services	Security monitoring, threat detection, incident response, SIEM, threat intelligence and security analytics
Vulnerability and Threat Management	Vulnerability assessments, penetration testing, patch management, remediation and risk assessments
Backup and Disaster Recovery Services	Backup management, disaster recovery, replication, business continuity and recovery testing
Infrastructure Monitoring Services	Monitoring of servers, network devices, firewalls, cloud services, storage, UPSs and environmental systems
Network Performance Services	Availability monitoring, bandwidth analysis, QoS management and network optimisation
Configuration and Asset	Configuration management, firmware updates, inventory,

Management	asset lifecycle management and licence management
Application Network Services	Connectivity and optimisation for ERP, financial systems, GIS, HR, payroll, document management and line-of-business applications
Voice and Unified Communications Network Services	Microsoft Teams Voice, VoIP, video conferencing and collaboration services
Service Desk and User Support	Incident management, request fulfilment, remote support, online support, onsite support and assistance and resolution
Patch and Update Management	Operating system, application, firmware and security update management
Infrastructure Maintenance Services	Preventative maintenance, hardware support, vendor management and warranty management
IT Governance and Compliance Services	POPIA compliance, ICT policy management and implementation, audit support and remediation, risk management and remediation, ISO/IEC 27001 alignment and National Cybersecurity Framework alignment and other Provincial and Local laws, policies and procedures
Business Continuity Services	ICT continuity planning, resilience management, failover testing and emergency response
Change and Release Management	Controlled implementation of infrastructure, security and application changes
Reporting and Management Services	Executive dashboards, SLA reporting, performance reporting, capacity reports, security reports and compliance reporting
Project and Implementation Services	ICT project management, infrastructure upgrades, cloud migration, technology refresh and solution implementation
Training and Security Awareness Services	End-user training, cybersecurity awareness, phishing simulations and administrator skills development
Vendor and Contract Management	Assist with management of ICT suppliers, ISP contracts, software subscriptions, cloud licensing and maintenance agreements
Network equipment and network systems	Procurement, Supply, Installation, configuration, and commissioning including moving of equipment.
Asset management	Certificates, warranties, licenses, All IT equipment (hardware, software and systems) including end of life IT equipment,

For ease of assessment of this bid, it is categorised into three major categories ie

1. **Category A : Network support, maintenance and management including equipment and IT security**
2. **Category B : Provision of Internet Services**
3. **Category C: Website Hosting, Development, Maintenance and support.**

In addition to services listed under Table A, more services that need to be met are given below under each of the Categories A, B and C.

3.1 Category A : Network support, maintenance and management including equipment and IT security

3.1.1 Network support, maintenance, maintenance and management

The successful bidder shall provide comprehensive network support, maintenance, monitoring, management, and optimisation services for the EDM's ICT network infrastructure. The services shall include all existing network equipment, systems, and infrastructure, as well as any additional equipment introduced, upgraded, replaced, or decommissioned during the contract period. Such additions or changes shall form part of the contracted services at no additional cost to EDM, unless otherwise approved in writing by EDM.

The scope of services shall include, but not be limited to, the following:

- Provide proactive network monitoring, management, and Network Operations Centre (NOC) services.
- Manage, maintain, monitor, and optimise the Local Area Network (LAN), Wide Area Network (WAN), wireless (Wi-Fi) infrastructure, SD-WAN (where applicable), VPNs, and remote access services.
- Configure, maintain, support, and optimise routers, switches, firewalls, wireless controllers, environmental monitoring and control gateway, wireless access points, fibre optic infrastructure, microwave radio systems, Cambium wireless links, and other network infrastructure components.
- Administer and maintain network routing, switching, VLANs, Quality of Service (QoS), network segmentation, and network security configurations.
- Perform preventative and corrective maintenance, fault diagnosis, troubleshooting, incident resolution, firmware and software upgrades, security hardening, and patch management for all network infrastructure.
- Conduct regular network health assessments, configuration reviews, security assessments, performance analysis, and capacity planning, and recommend improvements and upgrades where required.
- Perform regular backups and restoration testing of network device configurations.
- Maintain accurate and up-to-date network documentation, including network topology diagrams, IP addressing schemes, VLAN configurations, asset registers, configuration records, and operational documentation.
- Ensure all network modifications are implemented in accordance with EDM's approved Change Management processes, including the preparation of impact assessments, implementation plans, testing procedures, rollback plans, and the updating of all relevant documentation.
- Liaise with Original Equipment Manufacturers (OEMs), Internet Service Providers (ISPs), telecommunications providers, and other vendors for technical support, warranty management, fault escalation, and equipment replacement.
- Provide on-site and remote technical support, including emergency call-out services where required.
- Submit monthly operational, performance, capacity, security, incident, and SLA compliance reports, together with recommendations for continual service improvement.

3.1.2 IT security

The successful bidder shall:

- Remediate all audit findings, penetration testing findings, vulnerability assessment findings, and other identified security or compliance issues within seven (7) calendar days of notification or identification, unless otherwise agreed in writing by EDM.
- Implement corrective actions, provide evidence of remediation, and ensure identified risks are effectively mitigated and do not reoccur.

- Maintain secure network and system configurations through appropriate security hardening, secure access controls, authentication mechanisms, logging, and audit trails.
- Remediate identified vulnerabilities and implement security patches, configuration changes, and other corrective measures at no additional cost to EDM where applicable.
- Be responsible for any losses, damages, security breaches, operational disruptions, or other liabilities arising from the failure to remediate identified findings or maintain the required security controls, where such failure is attributable to the successful bidder.

3.1.3 Network Equipment

- All equipment, software licences, subscriptions, and related products procured under this bid shall include a minimum three (3) year maintenance and support agreement, commencing from the date of successful implementation, commissioning, or acceptance by EDM. Any deviation from this requirement shall only be permitted through prior written agreement between EDM and the successful bidder.
- Replace equipment, systems or software with newer/later version/model if available with same or better specs during the contract period and not end of life or end of support equipment or systems or software. All equipment quoted must not be older than 3-6months of release.
- The duration of this contract is for a period of THREE (3) years from the date of appointment. The items of the bill of quantities can be reviewed annually to add or remove similar IT equipment and IT services and the successful bidder of this bid shall be informed of such changes or amendments.
- Where quotes are requested, the bidder will be expected to quote within three days, failing which, the request will be treated as void and EDM can proceed with procuring from elsewhere.

After issuing purchase order, the successful bidder will be expected to deliver goods within:

- 1 week: When stock available.
- 4-6 weeks: No stock availability and have to wait.

Failure to deliver within the stipulated time frames can lead to EDM imposing a penalty of up to 10% of the order amount, per week. Any deviation from the delivery period shall be discussed and approved by the Chief Information Officer also termed as CIO or as Senior Manager IT. EDM reserves the right to cancel the purchase order if the successful bidder fails to deliver beyond the above stipulated or agreed upon time frames, without any liabilities to EDM.

All costs in the pricing or quotes must include onsite warrantees, repairs and support, courier, delivery, return cost, travel and subsistence for the duration of the contract period, where applicable. There must be no hidden costs.

Any discounts received from the distributor or entity for the goods/services to be procured under this bid, must be revealed and passed onto EDM especially when the prices are below the amount stipulated in this bid. Violation of this can result in termination of the bidder or a 50% penalty fee on the invoiced amount if discovered during or after the procurement processes.

All equipment quoted as “Equivalent” must be 100% compatible and should seamlessly integrate to existing equipment, systems, standards, technologies and services without any hardware or software or application issues. Failure to comply with requirement will entitle the District Municipality to return the delivered equipment and may also cancel the order without any liabilities to the District Municipality.

It is the successful bidder’s responsibility to familiarize themselves and ensure compliance with the existing systems and business need where applicable before quoting or anytime during the procurement processes.

All equipment, products, systems and software procured under this bid shall be the property of the

District Municipality. No equipment must be invoiced by the vendor unless EDM has tested and certified for compliance to the requested specifications and business need and only after a delivery note is signed for good delivered or services rendered.

Other similar and related equipment can be procured on a Quotation basis from the successful bidder appointed as part of this bid and for the duration of the Contract.

3.2 Category B: Provision of Internet services

The successful bidder shall provide a reliable, secure, high-performance Internet service for EDM, including primary connectivity, backup connectivity, network management, and associated support services. The service provider shall comply with the following minimum requirements:

Internet Connectivity and Bandwidth

- Provide Internet bandwidth capacity for EDM Head Office, both Primary line connectivity and backup line connectivity as specified in the Bill of Quantities (BoQ).
- The primary Internet connection shall be fibre-optic based and connected through established telecommunications carriers with direct connectivity to the Internet backbone.
- Wireless connectivity may be considered for the backup link, provided it maintains the required performance, availability, and bandwidth requirements during primary link failures.
- The backup connection shall utilise a physically separate route and service provider backbone from the primary connection to minimise the risk of simultaneous outages.
- The Internet service shall be uncapped with no restrictions on traffic volumes, applications, or ports.
- No shared bandwidth or oversubscription shall be permitted.
- The service provider shall provide a guaranteed 1:1 contention ratio, ensuring that the contracted bandwidth capacity is fully available to EDM at all times.

Availability and Performance Requirements

The service provider shall guarantee:

- Minimum service availability of 99.9%.
- Packet loss of not more than 0.5%.
- Jitter of not more than 10 milliseconds.
- Network latency of not more than 20 milliseconds to the ISP core/Internet gateway.
- Sufficient bandwidth performance to support EDM's business applications and operational requirements.

Public IP Addressing and Network Services

The service provider shall provide:

- A minimum subnet of sixteen (16) static publicly routable IP addresses.
- DNS hosting and management services.
- Reverse DNS services where required.
- IP routing configuration and management.
- Direct IP connectivity to the Internet.

Network Security and Data Protection

The service provider shall ensure:

- Confidentiality and integrity of EDM data transmitted over the Internet.

- No inspection, scanning, or interception of EDM traffic without prior written approval from EDM, except where required for agreed service monitoring or fault resolution.
- Implementation of appropriate security controls to protect against unauthorised access, abuse, and cyber threats including its monitoring and management thereof.

Connectivity and Outage of the line connection

The service provider shall provide:

- The primary Internet connection and backup Internet connection shall operate concurrently to provide a combined bandwidth capacity of 1Gbps to EDM. Both links shall remain active and be managed to optimise bandwidth utilisation and ensure service resilience.
- In the event of a failure, planned maintenance, or service interruption affecting either connection, the remaining operational link shall automatically continue providing Internet connectivity at a minimum available bandwidth capacity of 500Mbps until the affected connection has been restored.
- The successful bidder shall be responsible for the configuration, management, and monitoring of automatic failover and load-balancing mechanisms to ensure minimal service disruption. The bidder shall perform regular failover testing and provide EDM with reports confirming the functionality and performance of the redundancy configuration.

Network Management and Technical Services

The service provider shall provide:

- Management of Customer Premises Equipment (CPE) installed at EDM facilities.
- Installation, configuration, monitoring, and maintenance of all equipment required to deliver the Internet service.
- SD-WAN configuration and management where applicable.
- VLAN configuration, routing, and network configuration support.
- Managed VPN configuration and support as requested by EDM.
- Quality of Service (QoS) configuration to prioritise critical municipal applications.
- Traffic management, network monitoring, and access to relevant raw service logs.
- Proactive monitoring of Internet performance, availability, and security events.

Equipment, Installation and Infrastructure

The service provider shall provide, install, configure, and maintain all required:

- Network equipment.
- CPE devices.
- Cabling.
- Fibre termination equipment.
- Software required for Internet service delivery.

All required equipment and installation costs shall be included in the bid price and provided in the pricing schedule in this bid.

Where required, the provider shall be responsible for:

- Fibre installation.
- Civil works.
- Trenching.
- Ducting.
- Fibre routes.
- Mast or high-site installation.
- Cabling infrastructure.

- Any other infrastructure required to deliver the service.

Note : the above costs for such work should be included in the pricing schedule in this bid.

Support and Maintenance

The successful bidder shall provide:

- Unlimited technical support for Internet services.
- 24x7x 365 monitoring and fault management.
- Proactive incident identification and resolution.
- Service escalation procedures.
- Regular service performance reports.

Network Infrastructure Support

The service provider shall provide support for EDM internal network cabling infrastructure where required, including troubleshooting, repairs, and related network connectivity services.

3.3 Category C: Website Hosting, Development, Maintenance and support

3.3.1 Web Hosting, Security, Infrastructure and Disaster Recovery Services

The successful bidder shall provide and manage a secure, enterprise-grade, high-availability managed web hosting environment for EDM's website, preferably hosted within a South African data centre. The hosting environment shall ensure reliability, security, scalability, and continuous availability of EDM's online services and information.

The hosting service shall include:

- High-availability cloud hosting infrastructure with virtual or dedicated servers, redundant infrastructure, scalable resources, and a minimum uptime guarantee of 99.9%.
- Hosting capacity as specified in the BoQ with unlimited monthly bandwidth and the ability to increase capacity as required.
- Hosting, management, and administration of EDM's website, domain, SSL certificates, databases, web server software, and related services.
- Valid SSL certificates maintained throughout the contract period with HTTPS enforced across the entire website.
- Web Application Firewall (WAF), managed firewall protection, DDoS protection, malware protection, vulnerability scanning, security patching, and remediation of identified vulnerabilities at no additional cost to EDM.
- Multi-factor authentication (MFA), role-based access control, secure administrative access, and protection of all the District Municipality's information and not limited to personal/ customer/resident's information.
- Regular security monitoring, audit logging, intrusion detection, website defacement monitoring, and detection of suspicious activities shall be performed continuously. Any identified security incidents or anomalies shall be immediately investigated, appropriately escalated, and resolved through documented corrective and remediation processes at no additional cost to EDM.

Backup, Disaster Recovery and Business Continuity

The service provider shall:

- Perform automated encrypted backups of the website and supporting systems on a daily, weekly, and monthly basis.

- Maintain a secure backup repository with a minimum retention period of three (3) months or as agreed with EDM.
- Perform regular backup restoration testing and provide reports confirming successful recovery.
- Maintain disaster recovery and business continuity capabilities for the website.
- Ensure recovery processes minimise downtime and prevent data loss.

Migration and Transition

The successful bidder shall:

- Migrate the existing EDM website from the current hosting provider without data loss, broken links, loss of functionality, or disruption to services.
- Perform migration testing before commissioning the website.
- Ensure all website content, databases, documents, configurations, and related data remain the property of EDM.
- Provide an exit strategy and ensure data portability to prevent vendor lock-in.
- The successful bidder shall ensure that the original publication date and time stamp of all documents published on the existing website are fully preserved during the migration to the new Azure-hosted website. The date and time displayed for each document on the migrated website shall remain exactly the same as recorded on the existing website and shall not be replaced, reset or altered to reflect the date and time of migration.

Hosting Reporting

The service provider shall provide:

- Monthly uptime and availability reports.
- Monthly website performance reports.
- Monthly Google Analytics reports, including visitors, page views, sessions, bounce rates, search terms, and other relevant statistics.
- Hosting, security, backup, and support performance reports.

3.3.2. Website Design, Development, Maintenance and Support Services

The successful bidder shall provide website design, redesign, development, maintenance, content management, enhancements, and technical support services for EDM's website.

The website shall:

- Be modern, user-friendly, secure, responsive, and accessible on desktops, laptops, tablets, and mobile devices.
- Be compatible with all major browsers and operating systems, including Windows, Linux, Android, and iOS.
- Support accessibility requirements for persons with disabilities.
- Support multi-language functionality.
- Provide comprehensive search functionality.
- Allow public content to be indexed by search engines.
- Support online District services and digital interactions with citizens.

Website Development and Functional Requirements

The provider shall provide:

- Website redesign and enhancement services.

- Content Management System (CMS) allowing authorised EDM officials or delegates to manage content.
- User role management and approval workflows.
- Integration capability with EDM systems, including GIS/mapping services, payment gateways, document repositories, and other District applications.
- Online forms, applications, submissions, and workflow processes.
- Secure document repository functionality for municipal documents, reports, notices, tenders, vacancies, and other publications.
- API integration or data export capability for future system integration.

Website Maintenance and Content Management

The service provider shall provide:

- Regular website updates and enhancements.
- Creation and editing of web pages, menus, categories, sections, images, and content.
- Uploading, updating, and removal of documents.
- Publishing of municipal notices, announcements, events, tenders, vacancies, reports, and other information.
- Graphic design support for website content and campaigns.
- CMS updates, patches, plugins, and security updates.
- Website optimisation and performance improvements.

Technical Support and Service Levels

The service provider shall provide:

- A dedicated account manager/service liaison officer.
- A clear escalation process for operational, technical, and executive matters.
- Email and telephone support.
- 24x7x365 support
- incident response within fifteen (15) minutes and resolution within one (1) hour.
- Onsite technical support when required.
- Administrator and user training workshops.
- Technical documentation, administrator manuals, and user guides.

Maintenance Retainer and Enhancements

The service provider shall provide:

- Ongoing maintenance and support services for the contract duration.
- Retainer hours for website updates, security improvements, development enhancements, graphic design, reporting, newsletters, surveys, and other approved website-related services.
- Cost estimates for future customisation, feature additions, and enhancements.
  Governance, Ownership and Handover **The estimated provision under Table B, Item C3, shall be based on a maximum of 10 hours per month for website development, graphic design and related services, including IT security-related work. These hours shall only be utilised for specific ad hoc work authorised and approved by EDM and shall not constitute a fixed monthly service or be billed automatically on a monthly basis. The Service Provider may only invoice EDM for the actual hours worked on authorised and approved tasks.**

The service provider shall ensure:

- All website source code, databases, designs, configurations, content, documentation, and related intellectual property developed under this contract remain the sole property of EDM.
- All licences, subscriptions, and services are registered under EDM's name and account.
- Complete handover of website source code, documentation, administrative access, and technical information at contract expiry or termination at no additional cost to EDM.

- The Provision of a three (3) year hosting, maintenance, support agreement including licensing in the name of EDM unless otherwise as agreed in writing by EDM.

Service Provider Capability Requirements

The bidder shall demonstrate:

- Proven experience hosting and managing websites for government or public sector organisations.
- Experience with secure enterprise website development and hosting.
- Qualified technical personnel with relevant certifications.
- Registration with applicable Internet industry bodies where required.
- Ability to provide training, support, documentation, and ongoing service improvement.

N.B.: EDM's ICT Unit and Communications Unit shall have full administrative access to the website, Content Management System (CMS), hosting platform, source code, databases, and all associated website content to create, update, modify, or remove content and perform administrative functions at any time. The successful bidder shall fully support and facilitate such access as part of a collaborative partnership with EDM and shall not restrict, obstruct, or impede EDM's access or administration of the website in any manner.

Failure by the successful bidder to provide or maintain such access or to comply with this requirement shall constitute a material breach of contract and may result in the termination of the website hosting, development, maintenance, and support services, upon Fourteen (14) calendar days' written notice by EDM, without prejudice to any other rights or remedies available to EDM.

4.0 Additional Mandatory Conditions of the bid

The following is mandatory compliance:

- All equipment procured, supplied, delivered, installed, or otherwise acquired under this contract shall be and remain the sole and exclusive property of EDM from the date of acquisition and acceptance by EDM. The Service Provider shall have no ownership, lien, security interest, or any other proprietary right or claim over such equipment, unless otherwise expressly authorised in writing by EDM.
- All licences procured, supplied, subscribed to, or renewed under this bid shall be registered in the name of EDM as the legal licence holder and owner. The successful bidder shall ensure that EDM is designated as the primary customer and that an authorised EDM representative is registered as the secondary administrator, secondary contact, or alternate authorised representative for all applicable products, services, subscriptions, maintenance agreements, warranties, support contracts, and vendor portals. All costs associated with the procurement, registration, activation, subscription, renewal, maintenance, and support of such licences for the duration specified in this bid shall be included in the bid price and shall be the responsibility of the successful bidder. Upon expiry or termination of the contract, all licences, subscriptions, entitlements, and associated administrative rights shall remain vested in EDM, and the successful bidder shall facilitate the transfer of all administrative access, credentials, documentation, and related information to EDM at no additional cost.
- The successful bidder shall provide a comprehensive escalation matrix detailing all personnel assigned to the contract, including strategic, managerial, technical, and operational resources. The escalation matrix shall clearly define the roles, responsibilities, contact details, reporting lines, and escalation paths, including escalation to the Chief Executive Officer (CEO) or equivalent executive authority where required. The matrix shall be maintained and updated throughout the contract period to ensure effective communication, accountability, and timely resolution of issues.
- All bidders shall be required to conduct a compulsory site visit to the data centre and the head office network infrastructure to familiarise themselves with the existing environment, assess the

operational requirements, and gain a comprehensive understanding of the scope of work. Bidders shall be required to sign the official site visit register, which shall form part of the bid evaluation process. **Failure to attend the compulsory site visit and sign the register MAY result in your bid being deemed Non-Responsive.**

- All personnel assigned to this contract shall undergo appropriate background verification and vetting prior to commencement of any work. The successful bidder shall be fully responsible for any risks, liabilities, losses, or damages arising from failure to comply with this requirement.
- The successful bidder and all personnel involved in the provision of services shall sign and comply with confidentiality and non-disclosure agreements to protect EDM's information, systems, and data.
- Provide technical knowledge transfer and skills development to EDM ICT personnel throughout the duration of the contract.
- Additional equipment or services similar to that requested in this bid can be procured from this bid on an ad-hoc quote basis.
- Exit Strategy at no additional cost must provides a comprehensive exit and handover plan upon contract expiry or termination that includes the transfer of all relevant;
    - Network documentation, configurations, backups, asset information, and operational records.
    - Internet service documentation, connectivity details, configurations, IP addressing information, service reports, SLA records, and operational information.
    - Website documentation, source code, databases, website configurations, domain and hosting information, security settings, licences, backups, content, integrations, and operational records.

  The service provider shall facilitate knowledge transfer and provide reasonable transition assistance to EDM and/or the appointed successor service provider to ensure the seamless migration of internet services with minimal disruption to EDM operations.
- EDM reserves the right to procure the required systems and services from alternative service providers should the successful bidder fail to deliver any of the services specified in this bid. EDM shall not be held liable for such actions and reserves the right to hold the successful bidder accountable for any failure to meet the agreed bid requirements and service obligations.
- EDM shall at all times have access to all information related to the operational and strategic management of IT systems and services including information pertaining to all activities and processes rendered under this bid from the bidder.
- Any fraudulent information provided about the resources, their certifications, company's misinformation may be reported to relevant authorities including SAPS, if applicable, for appropriate action on both the resources and the company for misleading EDM.
- All resources allocated to this bid must have a **valid driver's license and should be provided with mobile phone and data allowances and travelling allowances including medical aid by the successful bidder.**
- Specified resources must be available on standby (24x7x365) for functions under this bid at no additional cost.
- Onsite resource and the company's Main office resources will be obligated to support and manage the implementation, operationalization and management of all existing systems, and any new systems and projects specified in this bid.
- On site resource must log a call and attend to any IT requests that are given verbally by the CFO, Senior Manager IT or his authorized representative immediately.
- Additional resources can be procured under the contract as and when necessary, at the same rate for similar related services

- Any resource that acts negligent or breaches municipal policies which will result in loss of municipal data/IT hardware shall be charged according to the successful bidder's disciplinary procedure. Depending on the severity of the case, the District municipality may open a criminal case against the successful bidder or/and request immediate removal of the resource from the site.
- The contents of this bid document shall take precedence over any contracts signed with the successful bidder.
- The successful bidder shall perform its obligations in a manner that complies with industry standards and legislation as well as any rules, policies and regulations as required by EDM. IT systems/services.
- The successful bidder shall be solely responsible for any fines and penalties imposed by EDM resulting from the successful bidder's failure to comply with the requirements in this bid.
- The successful bidder shall not intentionally withhold information or be guilty of any misinformation.
- Where figures are referred to in numbers and in words, if there is any conflict between the two, the words shall prevail.
- Any notice required to be given by either Party to the other Party in terms of this bid shall be in writing.
- Working hours will be from 07:30 to 16:00 with 30 minutes lunch from 13:30 to 14:00 Monday to Friday. The working hours are linked to EDM's working hours and shall change if EDM wishes to do so.
- Where urgent or necessary, the bidders 'resources may be required to work outside working hours including weekends and public holidays.
- The successful bidder shall provide EDM with technical assistance, advice and guidance relating to IT budgeting/ technical requirements, technical specifications, reports, information and other ICT-related requirements, at no additional cost to EDM, to support the effective, efficient and sustainable management of EDM's IT environment.
- End of life IT equipment and services must be monitored daily/weekly and monthly and be reported 12months before expiry to assist the IT management with budgeting and replacement. Failure to do so, can lead to penalties against the successful bidder. Must also advice new technologies and proposals and assist with coordinating all processes from end-to-end solutions applicable to this bid.
- A monthly checklist for all activities on this bid must be signed off by the Senior Manager IT or his authorized representative before an invoice can be generated and approved.
- All services must be performed with promptness and diligence and executed in a professional manner, in terms of the practices and professional standards used in well-managed IT environment.
- The successful bidder shall be responsible for the comprehensive maintenance, support, administration, and lifecycle management of all Hardware and Software within the ICT environment under the different categories of this bid and in accordance with EDM's business requirements, industry best practices, applicable manufacturer recommendations, and the requirements of this bid. The responsibilities shall include, but not be limited to, the following:
    - Maintaining all Hardware in a safe, secure, reliable, and fully operational condition, subject to normal wear and tear.
    - Performing proactive, preventative, corrective, and emergency maintenance on all Hardware to maximise availability, reliability, and performance while minimising service disruptions.

- Undertaking repairs, fault diagnosis, component replacement, warranty management, and preventative maintenance in accordance with OEM specifications, international standards, and the requirements of this bid.
- Installing, configuring, upgrading, managing, supporting, monitoring, relocating, and decommissioning new and existing Hardware and Software as required by EDM.
- Implementing, testing, and maintaining the latest approved operating system, application, firmware, driver, and security updates and patches in accordance with EDM's Change Management procedures to mitigate vulnerabilities, malware, ransomware, and other cybersecurity threats.
- Monitoring vendor security advisories and ensuring that critical vulnerabilities are remediated within the Service Level Agreement (SLA) timeframes.
- Performing regular health checks, performance optimisation, capacity monitoring, and lifecycle assessments, and providing recommendations for upgrades or replacement of ageing, end-of-life, or end-of-support Hardware and Software.
- Maintaining accurate records of Hardware and Software assets, warranties, licences, maintenance history, configuration baselines, and version control to ensure effective asset lifecycle management and audit compliance.
- Ensuring that all maintenance activities are performed with minimal disruption to municipal operations and, where necessary, outside normal business hours in accordance with approved maintenance and change management procedures.

- The successful bidder may, where necessary and subject to the prior written approval of EDM, engage subcontractors in the performance of certain specialised Services. The successful bidder shall remain fully responsible and accountable for the performance, quality, timeliness, and compliance of all such Services provided by its subcontractor, as if such Services were performed by the successful bidder itself. No subcontracting arrangement shall relieve the successful bidder of any of its obligations, liabilities, or responsibilities under this bid. The successful bidder shall obtain EDM's prior written approval for both the subcontracted work and the appointment of each subcontractor before any subcontracted Services are undertaken.

- Upon termination of this Agreement, the successful bidder shall:
  - immediately discontinue the Services on the date and to the extent specified in the notice;
  - return to EDM all materials and property furnished or provided by the District to the successful bidder;
  - co-operate with EDM in the transfer of information and disposition of Services in progress so as to mitigate damages;
  - comply with other reasonable requests from EDM regarding the terminated Services; and
  - continue to perform in accordance with all the terms and conditions of this bid such portion of the Services that is not terminated (if applicable).
  - transition to a new service provider at no additional cost to EDM.
- All data handled by the successful bidder on behalf of EDM shall remain confidential and intellectual property of EDM and may not be distributed without authorization from EDM.
- The successful bidder shall take all necessary steps to protect EDM’s IT systems and services from unauthorized access, ransomware attacks, loss, and unauthorized data manipulation.
- The successful bidder shall implement all necessary measures to identify and mitigate all risks on EDM’s IT systems and services. Such measures should be verified and updated regularly to ensure upkeeping with new risks. Proof of such measures should be recorded and safely kept, and provided to EDM as and when requested.
- The successful bidder must immediately notify the Senior Manager IT or his authorized representative of any identified risks on EDM’s IT Systems and services and assist to address them immediately.

- Any logged or reported calls that cannot be completed due to the user being on leave or unavailable or system being EOL must be put on “STOP THE CALL” and must be approved by the Senior Manager IT or his authorized representative. Failure to do this, will automatically lead to penalties.
- The successful bidder must manage the physical infrastructure of the data center 24x7x365 with all its environmental controls and physical security, both during work hours, after hours, weekends and public holidays, and report and coordinate any issues related to maintenance with the relevant sections or third party and resolve them timeously and without any disruptions to service.
- The successful bidder must attend to all IT systems and services including communication data lines and other systems throughout its lifecycle by logging calls and following up and resolving them timeously with third parties or other stakeholders where applicable.
- The successful bidder must ensure adequate change management throughout the lifecycle of all IT activities.
- The successful bidder shall be responsible for training, and upskilling of its resources at no cost to the District during the contract period to upkeep with the latest technologies. Failure to do so can result in penalties being instituted against the company.
- The successful bidder must implement relevant dashboards to monitor and manage the systems and services with appropriate triggers to alert and resolve issues proactively.
- The resources and the Company should compile all design drawings, schematic layouts, SOP’s and other documents relevant to this bid and other documentations as requested by the Senior Manager IT or his authorised representative.
- ISO/IEC 27001 certified hosting environment or equivalent information security controls is required.
- Compliance with POPIA, South African legislation, and EDM policies, procedures, and applicable municipal requirements.24x7x365 monitoring, management, security monitoring, security management and technical support.
- 24x7x365 monitoring, management, security monitoring, security management and technical support.

5.0 FUNCTIONALITY EVALUATION

DESCRIPTION	Points allocation	Points awarded
5.1 COMPANY PORTFOLIO (Company Profile) **Provide an organisational structure showing only the resources (names and positions) to be used to manage all categories (A, B and C) of services to be provided. Also include their Roles and Responsibilities aligned to this bid. Any gaps in functions will be the responsibility of the Company – 3 points** **Category A : Network support, maintenance and management including equipment and IT security – 7 points** Monitoring & managing the entire network and IT security for similar sized organisation on the services listed in the bid including procuring, delivery, installing and commissioning of network and related equipment. Authorised partner / Authorised Reseller / Value added partner for 3 Years or more (proof in form of certificate or letter from the vendor)	**20**	

DESCRIPTION	Points allocation	Points awarded
- Sophos partner certificate (1 point) - Hauwei Enterprise partner (1 point) - HPE Aruba partner (1 point) - Authorised Molex/ Krone / Meganet partner / certified installer (1 point) - Fibre testing - Fibre optic and OTDR testing competency/ Fluke certification advantageous (1 point) - ISO 27001 certifications (1 points) - 9001 certifications (1 points) **Category B: Provision of Internet Services – 6 points** Provide a reliable, secure, high-performance Internet service for EDM, including primary connectivity, backup connectivity, network management, and associated support services. Licences: - Electronic Communications Network Service (ECNS) (1 point) - Electronic Communications Service (ECS) License (1 points) Certified copy of letters of partnership, subscription to provide Internet from **Two different Internet Service Providers (ISP) – 2 points per certified letter: 4 points** **Category C: Website Hosting, Development, Maintenance and support – 4 Points** Provide and manage a secure, enterprise-grade, high-availability managed web hosting environment for EDM's website and provide website design, redesign, development, maintenance, content management, enhancements, and technical support services for EDM's website. Microsoft Partner Accreditation for 3 Years or more (proof in form of certificate or letter from the vendor) - Microsoft Solutions Partner for Infrastructure (Azure) - (1 points). - Microsoft Solutions Partner for Security (Azure) – (1 points). - Microsoft Solutions Partner - Digital and App Innovation (Azure) (2 points)		

DESCRIPTION	Points allocation	Points awarded
5.2 COMPANY EXPERIENCE: **Category A: Network support, maintenance and management including equipment and IT security – 12 points** Company References: Submit Appointment letters along with reference letters from **THREE PREVIOUS CLIENTS AT A SIMILAR SIZED ORGANISATION** where monitoring and managing the Network services listed in the bid including procuring, delivery, installing and commissioning of network and related services were provided. 2 points per certified reference letter and 2 points per certified appointment letter for each client = 4 points Three clients (with appointment letter and reference letter) = 12 points Two clients (with appointment letter and reference letter) = 8 points One client (with appointment letter and reference letter) = 4 points **Note: Contact details of the clients must be provided for verification.** **Category B: Provision of Internet Services – 12 Points** Company References .-Submit Appointment letters along with reference letters from **THREE CLIENTS AT A SIMILAR SIZED ORGANISATION** where Web hosting, website design and maintenance listed in the bid and related services were provided. 2 points per certified reference letter and 2 points per certified appointment letter for each client = 4 points Three clients (with appointment letter and reference letter) = 12 points Two clients (with appointment letter and reference letter) = 8 points One client (with appointment letter and reference letter) = 4 points **Note : Contact details of the clients must be provided for verification.** **Category C: Website Hosting, Development, Maintenance and support – 12 Points** Company References i.e. Appointment letters along with reference letters from **THREE PREVIOUS CLIENTS AT A SIMILAR SIZED ORGANISATION** where Web hosting, website design and maintenance services listed in this bid including related services were provided. 2 points per certified reference letter and 2 points per certified appointment letter for each client = 4 points Three clients (with appointment letter and reference letter) = 12 points Two clients (with appointment letter and reference letter) = 8 points One client (with appointment letter and reference letter) = 4 points **Note: Contact details of the clients must be provided for verification.**	**36**	

DESCRIPTION	Points allocation	Points awarded
5.3 EXPERTISE OF KEY PERSONNEL: ***Provide CV's of key personnel and including certified copies of academic qualifications.*** Project Manager / Account Manager - Bachelor's Degree or B-Tech Degree or Advance Diploma in ICT, Information Systems, Project Management or related field with PMP or PRINCE2, ITIL 4 Foundation and 5 years managing enterprise or government ICT projects and SLAs delivery - (5 points) **ONSITE SUPPORT SPECIALIST (MANDATORY)** – National Diploma in Information Technology, Computer Networks, Telecommunications, or a related ICT discipline, a minimum of **three (3) years' experience** supporting enterprise ICT environments, and hold **ITIL® 4 Foundation** together with **HPE Aruba Certified Networking Associate or Huawei HCIA-Datacom** certification. The resource shall be onsite during the office hours of EDM at the Head office and provide first-line and second line support, monitor and coordinate network, internet, website, and ICT security services, manage incidents and service requests, maintain documentation, upkeep systems information, and act as the primary liaison between EDM and the successful bidder. Assist the Senior manager IT or his authorized representative in his duties to get information and compile reports, documentation, coordinate meetings, minutes, schematic layout, configs, AG reports, Risk reports, IT steering committee reports, health check reports, daily calls reports and administrative work etc. related to this bid. (4 points) **Other Specialist support personnel that is required as a minimum is given under each Category below and can be off-site but supporting the site at all times.**	**44**	

DESCRIPTION	Points allocation	Points awarded
5.3.1 CATEGORY A: NETWORK – 16 points Network Engineer - Bachelor's Degree/B-Tech Degree/Advance Diploma in Networking, Computer Science, Information Systems or equivalent, with **CCNP /** Aruba ACP / Huawei HCIP, SOPHOS SD-WAN certification, Aruba Certified Professional, Huawei HCIP Routing & Switching, CompTIA Network+ with 5 years or more experience (4 points). Microsoft Cloud Engineer - Bachelor's Degree/B-Tech Degree/Advance Diploma in Networking, Computer Science, Information Systems or equivalent with Az700 certifications , Sophos certification with 5 years or more experience (4 points). IT Security specialist - Bachelor's Degree/B-Tech Degree/Advance Diploma in Cybersecurity, Information Security, Computer Science or equivalent with **CISSP** (preferred), **CISM**, CompTIA Security+, CEH, OSCP, GIAC certifications, with 5 years or more experience (4 points). Network cable technician with Meganet Certified Installer and 3 years or more experience (2 points). Fibre/Wireless Infrastructure Technician: Fibre optic installation certification, OTDR testing certification, Cambium certification (if Cambium radios used), Microwave radio certification with 3 years or more experience (2 points) ***Provide CV's of key personnel and including certified copies of academic qualifications.***		
5.3.2 CATEGORY B – INTERNET SERVICES – 4 points Network Engineer : Bachelor's Degree/B-Tech Degree/Advance Diploma in Networking or Cybersecurity with Sophos Firewall Engineer certification with 5 years or more experience (4 points) ***Provide CV's of key personnel and including certified copies of academic qualifications.***		

DESCRIPTION	Points allocation	Points awarded
5.3.3 CATEGORY C - WEBSITE – 15 points Senior Web Developer - Bachelor's Degree/B-Tech Degree/Advance Diploma in Software Development, Computer Science or equivalent and WordPress Developer certification (where available), PHP, JavaScript, HTML5, CSS3 certifications and 5 years experience developing, customising and supporting enterprise WordPress websites, themes, plugins, REST APIs and integrations. Ability to develop and publish on all the social medias - (3 points) WordPress Hosting / DevOps Engineer - Bachelor's Degree/B-Tech Degree/Advance Diploma in ICT, Networking or Infrastructure and Microsoft and linux, Azure Administrator (AZ-104), and 5 years managing WordPress hosting, DNS, SSL, backups and high-availability environments (3 points) WordPress Security Specialist - Bachelor's Degree/B-Tech Degree/Advance Diploma in Cyber Security, Information Security or Computer Science and CISSP, CISM, CEH, CompTIA Security+, ISO/IEC 27001 Lead Implementer/Auditor and 5 years securing WordPress environments, Web Application Firewalls (WAF), malware protection, vulnerability management, hardening and incident response (3 points) Database Administrator (MS-SQL/MariaDB) - Bachelor's Degree/B-Tech Degree/Advance Diploma in Computer Science, Information Systems or equivalent and Microsoft SQL or MySQL MariaDB certifications and 5 years managing database security, optimisation, backup, replication and disaster recovery (3 points) UI/UX Designer & Graphic Designer - Bachelor's Degree/B-Tech Degree/Advance Diploma in Graphic Design, Multimedia or Visual Communication with Diploma/Degree in IT or Web Development - HTML5, CSS3, JavaScript, .NET, PHP, Node.js, Java, or Python certifications, wordpress, UX Design Certificate and Adobe Certified Professional (Photoshop, Illustrator, InDesign, XD) or equivalent and 5 years designing responsive websites, digital graphics, municipal branding material and accessible user interfaces. Ability to develop and publish on all the social medias (3 points) ***Provide CV's of key personnel and including certified copies of academic qualifications.***		
TOTAL POINTS FOR FUNCTIONALITY	**100**	

NB: Bidders are required to obtain at least 70 points for functionality out of the total number of 100 to qualify for further evaluation.

6. SUMMARY OF PRICING SCHEDULE: IT SERVICES

All equipment procured under this bid must preferably have the best warranties and a minimum of 3 years maintenance and support agreement including next day replacement/ 4hrs replacement where applicable and must seamlessly be compatible/ Integrable with existing systems/services. Installation, commissioning and courier delivery costs must be included in the pricing for new and replacement equipment.

TABLE B: COST OF SERVICES				
Description	**Year 1 – Unit Price (R)**	**Year 2 – Unit Price (R)**	**Year 3 – Unit Price (R)**	**Total Price (R)**
Category A: Network support, maintenance and management including equipment and IT security Provide the **total cost** for all services to be rendered under **Table A**, covering all network infrastructure, systems, managed network services, IT security services, and other additional services specified under **Category A** and in other related sections of this bid. **Note: The pricing must also include;** • the provision of a fully managed and outsourced network environment, incorporating all network-related services specified in this bid. • the supply, installation, configuration, commissioning, maintenance, monitoring, support, management, repair, and replacement of all network equipment and associated components where required. • Installation and commissioning of new equipment, replacement of obsolete or failed equipment, software, licences (where applicable), labour, consumables, travel, and all related professional services necessary to ensure the continuous, secure, reliable, and optimal operation of				

TABLE B: COST OF SERVICES				
Description	**Year 1 – Unit Price (R)**	**Year 2 – Unit Price (R)**	**Year 3 – Unit Price (R)**	**Total Price (R)**
the District Municipality's network infrastructure throughout the contract period.				
Category B: Provision of Internet Services Provide the **total cost** for all services to be rendered under **Table A**, covering Annual Internet services and related IT security services, and other additional services specified under **Category B** and in other related sections of this bid. **Note : The pricing must also include;** **1 x 500Mbps dedicated Primary fibre Internet line (1:1 contention) at the Head Office ie. 500 Mbps download and 500 Mbps upload capacity.** **1 x Back line- 500 Mbps dedicated line (1:1 contention) at the Head Office as well ie. 500 Mbps download and 500 Mbps upload capacity.** Both the primary internet line and backup internet line should be two independent internet lines from two different licensed internet service providers through different exchanges using two physically different path sand both the lines provide VPN access and be able to load balancing and provide redundancy. Both the lines must have 99,9% uptime, Packet loss <=0,5% and jitter <=10ms and latency <=20ms Both the primary line and backup line should be operational at all times thereby providing 1GB bandwidth 24x7x365 days and				

TABLE B: COST OF SERVICES				
Description	**Year 1 – Unit Price (R)**	**Year 2 – Unit Price (R)**	**Year 3 – Unit Price (R)**	**Total Price (R)**
500GB bandwidth when primary line is down and being fixed. **50 Mbps dedicated internet for 14 remote sites ie. include Cost of 50Mbps x 14 sites.** **Subnet of at least 16 static publicly routable IP addresses is required.** Firewall, Network support, maintenance and Management (24x7x365) including applicable IT security especially DDOS and Anti-malware protection Support, maintenance and management for the duration of the contract				
Category B (continued) : Provision of Internet Services **Capital Infrastructure required:** All Internet infrastructure needed at Head Office and 14 remote sites to provide the Internet services				
Category C: Website Hosting, Development, Maintenance and support				
C1: Web Hosting, Security, Infrastructure, Disaster Recovery Services and website management Provide the **total cost** for all services to be rendered under **Table A**, covering web hosting and website site and IT security related services, and other additional services specified under				

TABLE B: COST OF SERVICES				
Description	**Year 1 – Unit Price (R)**	**Year 2 – Unit Price (R)**	**Year 3 – Unit Price (R)**	**Total Price (R)**
Category C and in other related sections of this bid. **Note: The pricing must also include;** • Azure App Service / managed WordPress hosting with daily backups for Enterprise Managed WordPress Hosting Service including cloud hosting environment, web server, database hosting, 100 GB application storage and 1 TB usable storage for documents, images, videos and other website media, , 16 GB Ram, DNS management, SSL certificates, high availability, minimum 99.9% uptime, and scalability • Website Security Management Service including Web Application Firewall (WAF), DDoS protection, malware protection, vulnerability monitoring, security hardening, patch management, security updates, audit logging, and continuous threat monitoring • Website Backup and Disaster Recovery Service including automated encrypted daily backups, backup retention, restore testing, disaster recovery capability, and monthly backup reports • WordPress Maintenance and Technical Support including WordPress core updates, plugin/theme updates, compatibility testing, performance optimisation, troubleshooting, and corrective maintenance. • Include License fees for plugins; astra pro Theme, Elementor Pro page builder, Rank Math Pro, seo plugins, Wordfence Premium and Cloudflare Web Application Firewall security plugin, Gravity forms for forms plugin, WP Rocket performance/contact plugin, Google Site Kit				

TABLE B: COST OF SERVICES				
Description	**Year 1 – Unit Price (R)**	**Year 2 – Unit Price (R)**	**Year 3 – Unit Price (R)**	**Total Price (R)**
analytics integration, BlogVault backup plugin, EqualWeb accessibility plugin, WP-Optimize Premium database optimisation plugin, WP-Optimize Premium migration / staging plugin. • Website Monitoring and Reporting including uptime monitoring, performance monitoring, security reports, Google Analytics reports, visitor statistics, and SLA reports • Security Incident Response Services including investigation, containment, remediation, reporting, and recovery support for website-related security incidents				
C2: Website Design and Development The pricing should include: • Website Migration and Commissioning including migration from current hosting provider, testing, DNS changes, validation, security checks, and go-live support without data loss. Refer to Clause 10 for more details. • Website Redesign and Enhancement Services including UI/UX improvements, responsive design, accessibility improvements, new functionality development, integrations, and website enhancements • Intranet design on SharePoint Online and Enhancement Services including UI/UX improvements, responsive design, accessibility improvements, new functionality development, integrations, and Intranet enhancements • Training and Knowledge Transfer including administrator training, content management training, technical documentation, user manuals, and handover				

TABLE B: COST OF SERVICES				
Description	**Year 1 – Unit Price (R)**	**Year 2 – Unit Price (R)**	**Year 3 – Unit Price (R)**	**Total Price (R)**
documentation				
C3: Website Maintenance and Support Services • Service Desk and Technical Support including incident management, troubleshooting, escalation management, and support according to SLA requirements • Account Manager / Website Liaison Officer responsible for coordination, reporting, SLA management, meetings, and communication with EDM • Website design and Enhancement Services including UI/UX improvements, responsive design, accessibility improvements, new functionality development, integrations, and website enhancements • Training and Knowledge Transfer including administrator training, content management training, technical documentation, user manuals, and handover documentation				
ON SITE SPECIALIST to be placed full-time at EDM to provide first line and second line support. Must have a driver's license and must be provided with mobile allowance and data allowances for the resource and vehicle allowance to travel within jurisdiction of EDM				
Transition Project plan cost with tasks/milestones and timeframes for the two weeks to take over from the existing service provider. Transition process must be concluded within two weeks and should be done within the indicated amount – Once Off				

TABLE B: COST OF SERVICES				
Description	**Year 1 – Unit Price (R)**	**Year 2 – Unit Price (R)**	**Year 3 – Unit Price (R)**	**Total Price (R)**
Contingencies - Additional equipment or services similar to that requested in this bid can be procured from this bid on an ad-hoc quote basis and be billed only when a request is placed by EDM and quoted is approved for such work	R600 000,00	R600 000,00	R600 000,00	R1 800 000
Section F: Other				
Sub-Total	**R**	**R**	**R**	**R**
VAT @ 15%		**R**	**R**	**R**
Total	**R**	**R**	**R**	**R**

7.0 SUMMARY OF PRICING SCHEDULE: EQUIPMENT, LICENSING/ SOFTWARE & RESOURCE COSTS

Please complete Table C below with Totals incl. vat from various Sections below this Table.

All equipment procured under this bid must preferably have life time warranty and a minimum of 3 years maintenance and support agreement including next day replacement/ 4hrs replacement where applicable and necessary and must seamlessly be compatible/ Integrable with existing systems/services. Installation, commissioning and courier delivery costs must be included in the pricing for new and replacement equipment. The below equipment and its related services shall be procured as and when necessary.

TABLE C: EQUIPMENT, LICENSING/ SOFTWARE & RESOURCE COSTS

Description	Year 1 – Unit Price (R) Incl. VAT	Year 2 – Unit Price (R) Incl. VAT	Year 3 -Unit Price (R) Incl. VAT	Total Price (R) Incl. VAT
Section A1: Switch and WIFI Equipment				
Section A2: Switch and WIFI Equipment				
Section A3 : Network Cabinets & Cabling				
Section A4 : Radio Wireless Equipment – Distribution Network				
Section A5 : Carrier grade Back haul Microwave Links				
Section B : Miscellaneous				
Section C : Additional Services				
Section D : License renewals				
Section E : IT Specialist Support Resources **(ON SITE COSTS)**				
Section E : IT Specialist Support Resources **(REMOTE COSTS)**				
TOTAL (inclusive VAT)	**R**	**R**	**R**	**R**

All the line items in this Section must be completed in FULL.

Section A1: Switch and WIFI Equipment					
Description	**Quantity**	**Year 1 – Unit Price**	**Year 2 – Unit Price**	**Year 3 – Unit Price**	**Total Price (R)**
Equivalent to HPE Aruba Networking CX 8100 24x10G SFP+ 4x40/100G QSFP28 FB Airflow 3Fan 2AC PSU Switch Bundle	1				
Equivalent to Aruba 3Y FC NBD Exch 8100 24p SVC [for R9W86A]	1				
Equivalent to HPE Aruba Networking 10GBASE-T SFP+ RJ45 30m Cat6A Transceiver	1				
Equivalent to HPE Aruba Networking 10G SFP+ LC SR 400m OM4 MMF C-class Transceiver	1				
Equivalent to HPE Aruba Networking 10G SFP+ LC LR 10km SMF C-class Transceiver	1				
Equivalent to HPE Aruba Networking 1G SFP RJ45 100m Cat5e Transceiver	1				
Equivalent to HPE Aruba Networking 10G SFP+ to SFP+ 1m Direct Attach Copper Cable	1				
HPE Aruba Networking 10G SFP+ to SFP+ 3m Direct Attach Copper Cable	1				
Equivalent to HPE Networking X242 40G QSFP+ to QSFP+ 3m Direct Attach Copper Cable	1				
Equivalent to HPE Networking X242 40G QSFP+ to QSFP+ 5m Direct Attach Copper Cable	1				
Equivalent to HPE Aruba Networking X414 1U Universal 4-post Rack Mount Kit	1				
Equivalent to HPE Aruba Networking AP-725 (RW) Tri Radio 2x2 Wi-Fi 7 Internal Antennas Campus Access Point	1				

Section A1: Switch and WIFI Equipment					
Description	**Quantity**	**Year 1 – Unit Price**	**Year 2 – Unit Price**	**Year 3 – Unit Price**	**Total Price (R)**
Equivalent to HPE ANW 3Y FC NBD Exch AP-725 SVC [for S4A22A]	1				
Equivalent to HPE Aruba Networking AP-MNT-D Campus AP mount bracket kit (individual) type D: solid surface	1				
Equivalent to HPE Aruba Networking AP-765 (RW) Flex Radio 2x2 Wi-Fi 7 Dynamic Omni-Directional Outdoor AP	1				
Equivalent to HPE ANW 3Y FC NBD Exch AP-76x SVC [for S4K20A]	1				
Equivalent to HPE Aruba Networking PD-9501-5GCO-AC 60W 802.3bt Smart Rate Outdoor Surge Protection Midspan Injector	1				
Equivalent to HPE Aruba Networking AP-270-MNT-H1 Outdoor AP Hanging One-Way Tilt Pole/Wall Mounting Bracket	1				
Equivalent to HPE Aruba Networking AP-270-MNT-H2 Outdoor AP Flush Wall Mounting Bracket	1				
Equivalent to HPE Aruba Networking AP-270-MNT-H3 Outdoor AP Hanging Dual-Tilt Pole/Wall Mounting Bracket	1				
Equivalent to HPE Aruba Networking 10G SFP+ to SFP+ 1m Direct Attach Copper Cable	1				
Equivalent to HPE Aruba Networking 10G SFP+ to SFP+ 3m Direct Attach Copper Cable	1				
Equivalent to HPE Aruba Networking 8360-32Y4C v2 32p 25G SFP/SFP+/SFP28 4 Sec 4p 100G QSFP+/QSFP28 Front-to-Back 3 Fans 2 AC Bundle	1				
Equivalent to Aruba 3Y FC NBD Exch 8360 32Y4C SVC [for JL700C]	1				

Section A1: Switch and WIFI Equipment					
Description	**Quantity**	**Year 1 – Unit Price**	**Year 2 – Unit Price**	**Year 3 – Unit Price**	**Total Price (R)**
Equivalent to HPE Aruba Networking 10GBASE-T SFP+ RJ45 30m Cat6A Transceiver	1				
Equivalent to HPE Aruba Networking 1G SFP RJ45 100m Cat5e Transceiver	1				
Equivalent to HPE Aruba Networking 25G SFP28 to SFP28 0.65m Direct Attach Cable	1				
Equivalent to HPE Aruba Networking 25G SFP28 to SFP28 3m Direct Attach Copper Cable	1				
Equivalent to HPE Aruba Networking 100G QSFP28 to QSFP28 3m Direct Attach Copper Cable	1				
Equivalent to HPE Aruba Networking 100G QSFP28 to QSFP28 5m Direct Attach Copper Cable	1				
Equivalent to HPE BladeSystem c-Class 10GbE SFP+ to SFP+ 5m Direct Attach Copper Cable	1				
Equivalent to HPE BladeSystem c-Class 10GbE SFP+ to SFP+ 3m Direct Attach Copper Cable	1				
Equivalent to HPE Aruba Networking 10G SFP+ LC SR 400m OM4 MMF C-class Transceiver	1				
Equivalent to HPE Aruba Networking 10G SFP+ LC LR 10km SMF C-class Transceiver	1				
Equivalent to HPE Aruba Networking 25G SFP28 LC eSR 400m MMF Transceiver	1				
Equivalent to HPE Aruba Networking 25G SFP28 LC LR 10km SMF C-class Transceiver	1				
Equivalent to HPE Aruba Networking 100G QSFP28 MPO SR4 100m 12-fiber MPO OM3 MMF Transceiver	1				
Equivalent to HPE Aruba Networking X414 1U Universal 4-post Rack Mount Kit	1				

Section A1: Switch and WIFI Equipment					
Description	**Quantity**	**Year 1 – Unit Price**	**Year 2 – Unit Price**	**Year 3 – Unit Price**	**Total Price (R)**
Equivalent to HPE Aruba Networking 10G SFP+ to SFP+ 1m Direct Attach Copper Cable	1				
Equivalent to HPE Aruba Networking 10G SFP+ to SFP+ 3m Direct Attach Copper Cable	1				
Equivalent to HPE Aruba Networking CX 6200F 24G Class4 PoE 4SFP+ 370W Switch	1				
Equivalent to Aruba 3Y FC NBD Exch 6200F 24G PoE+ SVC [for JL725B]	1				
Equivalent to HPE Aruba Networking 10G SFP+ LC SR 400m OM4 MMF C-class Transceiver	1				
Equivalent to HPE Aruba Networking 10G SFP+ LC LR 10km SMF C-class Transceiver	1				
Equivalent to HPE Aruba Networking CX 6200F 48G Class4 PoE 4SFP+ 740W Switch	1				
Equivalent to Aruba 3Y FC NBD Exch 6200F 48G PoE+ 740W SVC [for JL728B]	1				
Equivalent to HPE Aruba Networking CX 6200F 12G Class4 PoE 2G/2SFP+ 139W Switch	1				
Equivalent to Aruba 3Y FC NBD Exch 6200F 12G SVC [for R8Q72A]	1				
Equivalent to HPE Aruba Networking Central Switch Class-5 Foundation 3-year Subscription E-STU	1				
Equivalent to HPE Aruba Networking Central Switch Class-2 Foundation 3-year Subscription E-STU	1				
Equivalent to HPE Aruba Networking Central AP Foundation 3-year Subscription E-STU	1				
Total (Vat Exclusive)					
VAT @ 15%					

Section A1: Switch and WIFI Equipment					
Description	**Quantity**	**Year 1 – Unit Price**	**Year 2 – Unit Price**	**Year 3 – Unit Price**	**Total Price (R)**
Total (Vat Inclusive)					

Please use the VAT-inclusive TOTALS from above and update the applicable SECTION in TABLE C for each of the years.

All the line items in this Section must be completed in full

Section A2: Switch and WIFI Equipment					
Description	**Quantity**	**Year 1 - Unit Price (R)**	**Year 2 - Unit Price (R)**	**Year 3 - Unit Price (R)**	**Total Price (R)**
Equivalent to Huawei Cloud Management Subscription License,S6700-H Series,Per Device,3 Year	1				
Equivalent to Huawei Cloud Management Subscription License,S5700-H Series,Per Device,3 Year	1				
Equivalent to Huawei Cloud Management Subscription License,AirEngine9500/9700 Foundation,Per Device,3 Year	1				
Equivalent to Huawei Cloud Management Subscription License,WiFi7 AP,Per Device,3 Year	1				
Equivalent to Huawei Cloud Management Subscription License,Wi-Fi Shield,Per Device,3 Year	1				
Equivalent to AirEngine9701-L-T mainframe (10*GE electrical ports,2*10GE optical ports,HTM,with the AC/DC adapter)	1				
Equivalent to 250mm*180mm*1U equipment front mounting ear(1set)	1				
Equivalent to AirEngine9701-L-T mainframe (10*GE electrical ports,2*10GE optical ports,HTM,with the AC/DC adapter)_Hi-Care Standard AirEngine9701_36Month(s)	1				
Equivalent to AirEngine8776-X6THP(11be indoor,4+4+4 tri-band,smart antenna,USB,BLE,PSE)	1				
Equivalent to Crystal Modular Plug,8Pin,8bit,RPC,straight male,1mm^2~4mm^2,wire mounting,without screw, field installation(Gray)	1				
Equivalent to AirEngine8776-X6THP(11be indoor,4+4+4 tri-band,smart antenna,USB,BLE,PSE)_Hi-Care Standard AirEngine8776_36Month(s)	1				
Equivalent to AirEngine5776-26(11be indoor,2+4 dual bands,smart antenna,USB)	1				

Section A2: Switch and WIFI Equipment					
Description	**Quantity**	**Year 1 - Unit Price (R)**	**Year 2 - Unit Price (R)**	**Year 3 - Unit Price (R)**	**Total Price (R)**
Equivalent to AirEngine5776-26(11be indoor,2+4 dual bands,smart antenna,USB)_Hi-Care Standard AirEngine5776_36 Months	1				
Equivalent to AirEngine5776I-X7H(11be outdoor,2+4 dual bands,omnidirectional antenna,USB,BLE)	1				
Equivalent to AirEngine5776I-X7H(11be outdoor,2+4 dual bands,omnidirectional antenna,USB,BLE)_Hi-Care Standard AirEngine5776I_36Month(s)	1				
Equivalent to S5755-H48UM4Y2CZ 2.5&10G bundle (36*10/100/1G/2.5GBASE-T ports, 12*10/100/1G/2.5/5/10GBASE-T ports, PoE++, Optional RTU upgrade to 5/10G, 4*25GE SFP28, 2*100GE QSFP28 ports,expansion card slot,PoE++,without power module)	1				
Equivalent to S57XX-H Series SW License,Per Device	1				
Equivalent to 1000W AC&240V DC Power Module(66mm Width Case,Back to Front, Power panel side exhaust)	1				
Equivalent to S5755-H48UM4Y2CZ 2.5&10G bundle (36*10/100/1G/2.5GBASE-T ports, 12*10/100/1G/2.5/5/10GBASE-T ports, PoE++, Optional RTU upgrade to 5/10G, 4*25GE SFP28, 2*100GE QSFP28 ports,expansion card slot,PoE++,without power module)_Hi-Care Standard S57XX-H48UM_36Month(s)	1				
Equivalent to S6730-H28Y4C (28*25GE SFP28 ports, 4*100GE QSFP28 ports, without power module)	1				
Equivalent to 300W AC Power Module	1				
Equivalent to S67XX-H Series SW License,Per Device	1				

Section A2: Switch and WIFI Equipment					
Description	**Quantity**	**Year 1 - Unit Price (R)**	**Year 2 - Unit Price (R)**	**Year 3 - Unit Price (R)**	**Total Price (R)**
Equivalent to QSFP+,40G,High Speed Direct-attach Cables,3m,QSFP+38M,CC8P0.32B(S),QSFP+38M,Used indoor	1				
Equivalent to 100G QSFP28 high speed dedicated stack cable-2.0m	1				
Equivalent to Optical Transceiver,eSFP,GE,Multi-mode Module(850nm,0.55km,LC)	1				
Equivalent to Optical Transceiver,eSFP,GE,Single-mode Module(1310nm,10km,LC)	1				
Equivalent to Optical Transceiver,SFP+,10G,Multi-mode Module(850nm,0.3km,LC)	1				
Equivalent to Optical Transceiver,SFP+,10G,Single-mode Module(1310nm,10km,LC)	1				
Equivalent to 25GBase-ESR Optical Transceiver-SFP28-25G Multi-mode(850nm,0.2km&OM3,0.3km&OM4,LC)	1				
Equivalent to 25GBase-LR Optical Transceiver-SFP28-25G Single-mode(1310nm,10km,LC)	1				
Equivalent to 40GBase-eSR4 Optical Transceiver,QSFP+,40G,Multi-mode (850nm,0.3km,MPO)(connecting to one QSFP+ or four SFP+)	1				
Equivalent to 40GBASE-LR4 optical transceiver, QSFP+, 40G, single-mode module (1310nm, 10km, LC)	1				
Equivalent to 100GBase-SR4 Optical Transceiver,QSFP28,100G,Multi-mode (850nm,0.1km,MPO)	1				
Equivalent to 100GBase-LR4 Optical Transceiver,QSFP28,100G,Single-mode module (1310nm,10km,LC)	1				
Equivalent to Patch cord-LC/PC-LC/PC-Single mode-Equivalent to G.652D-2mm-10m-PVC-Yellow	1				

Section A2: Switch and WIFI Equipment					
Description	**Quantity**	**Year 1 - Unit Price (R)**	**Year 2 - Unit Price (R)**	**Year 3 - Unit Price (R)**	**Total Price (R)**
Equivalent to Patch cord-LC/PC-LC/PC-Multimode-A1b-2mm-10m-PVC-Orange	1				
Equivalent to Optical Cable Parts,MPO/PC,MPO/PC,MULTI-MODE,15m,8 CORES,0m/0m,GJFH-8A1A.2(OM3),3.5MM,LSZH,60mm MPO,Bending insensitive	1				
Equivalent to Patch Cord,DLC/PC,DLC/PC,Multi-mode,10m,A1a.3,2mm,42mm DLC,OM4 bending insensitive	1				
Equivalent to S6730-H28Y4C (28*25GE SFP28 ports, 4*100GE QSFP28 ports, without power module)_Hi-Care Standard S6730-H28Y4C_36Month(s)	1				
Equivalent to 100GBase-LR4 Optical Transceiver,QSFP28,100G,Single-mode module (1310nm,10km,LC)_Hi-Care Standard 100G-LR_36Month(s)	1				
Equivalent to 100GBase-SR4 Optical Transceiver,QSFP28,100G,Multi-mode (850nm,0.1km,MPO)_Hi-Care Standard 100G-SR_36Month(s)	1				
Equivalent to CE6885L-48YS8CQ switch (48*25GE SFP28, 8*100GE QSFP28, 2*AC Power Modules, 4*Fans, Port-side Exhaust)	1				
Equivalent to Power Cords Cable,Europe AC 250V10A,1.8m,C14SM,H05VV-F- 3*1.00^2,C13SF,PDU Cable	1				
Equivalent to N1-CloudFabric Advanced SW License for CloudEngine 6800	1				
Equivalent to N1-CloudFabric Advanced SW License for CloudEngine 6800-SnS-Year(Annual fee validity period : 3 years from" PO signed plus 90 days ")	1				

Section A2: Switch and WIFI Equipment					
Description	**Quantity**	**Year 1 - Unit Price (R)**	**Year 2 - Unit Price (R)**	**Year 3 - Unit Price (R)**	**Total Price (R)**
Equivalent to 100G,QSFP28,Passive High Speed Cables,3m,DAC	1				
Equivalent to CE6885L-48YS8CQ switch (48*25GE SFP28, 8*100GE QSFP28, 2*AC Power Modules, 4*Fans, Port-side Exhaust)_Hi-Care Standard CE6885L-48YS8CQ_36Month(s)					
Sub-Total		**R**	**R**	**R**	**R**
VAT @ 15%		**R**	**R**	**R**	**R**
Total		**R**	**R**	**R**	**R**

Please use the VAT-inclusive TOTALS from above and update the applicable SECTION in TABLE C for each of the years

All the lines items in this Section must be completed in full

Section A3: Network Cabinets & Cabling All cabling must meet meganet/krone/molex standards and seamlessly be compatible and integrate with existing equipment/systems. Where applicable, reticulation costs must be included into the line items.					
Description	**Quantity**	**Year 1 - Unit Price (R)**	**Year 2 - Unit Price (R)**	**Year 2 - Unit Price (R)**	**Total Price (R)**
Equivalent to DATAMOD 9 U Cabinet and seamlessly compatible/ Integrable with existing systems/services : X 550 INCL SWING, 2MM MILD STEEL, padlock holder Extra Lock for Cabinet (16mm Camlock - Installed) 2U Front Shelf Mount, 5Way power Duct, 1U Brush Panel Modrac Single Fan Kit Installation (Includes assemble and disassembly of old cabinet equipment and cabling) Sundries (Cable Ties, Roll Bolts, Cage Nuts)	1				
Equivalent to DATAMOD 12U Cabinet and seamlessly compatible/ Integrable with existing systems/services: X 550 INCL SWING, 2MM MILD STEEL, padlock holder Extra Lock for Cabinet (16mm Camlock - Installed) 2U Front Shelf Mount, 5Way power Duct 1U Brush Panel Installation (Includes assemble and desemble of old cabinet equipment and cabling) Modrac Single Fan Kit Sundries (Cable Ties, Roll Bolts, Cage Nuts)	1				
Equivalent to DATAMOD 24U Cabinet and seamlessly compatible/ Integrable with existing systems/services: X 550 INCL SWING, 2MM MILD STEEL, padlock holder Extra Lock for Cabinet (16mm Camlock - Installed) 2U Front Shelf Mount 5Way power Duct, 1U Brush Panel Installation (Includes assemble and desemble of old cabinet equipment and cabling), Modrac Single Fan Kit Sundries (Cable Ties, Roll Bolts, Cage Nuts)	1				

Section A3: Network Cabinets & Cabling All cabling must meet meganet/krone/molex standards and seamlessly be compatible and integrate with existing equipment/systems. Where applicable, reticulation costs must be included into the line items.					
Description	**Quantity**	**Year 1 - Unit Price (R)**	**Year 2 - Unit Price (R)**	**Year 2 - Unit Price (R)**	**Total Price (R)**
Equivalent to DATAMOD 43U Cabinet and seamlessly compatible/ Integrable with existing systems/services: Assembled Steel Rack, 43U IP54 rated 1000 Deep cabinet, Perf Doors ; 1x Steel Front PERF Door with Padlockable Swing Handle and 3-point locking 1x Steel Rear PERF Door with Padlockable Swing Handle and 3-point locking. 6 x Depth members, 4x Panel Mounts, 1x Plinth, , 42U Cabinet Extras, 4 X 220V Fans, 2 Shelve, 10Way Power Unit "Power Distribution Unit, 1U, 7 way 3 Pin SA plug, Black, With Switch, 2 Meter PWR Cable SA Plug" 1 x Brush panel ;1 x 24 Port RJ45 Patch Panel, 1U , Black Installation (Includes assemble and desemble of old cabinet equipment and cabling) Sundries (Cable Ties, Roll Bolts, Cage Nuts)	1				
Diagnosing & Repairing Cat5e/6a/7a/8 network point	1				
Cat 6a New network point including time and material	1				
Cat 7a New network point including time and material	1				
Cat 8 New network point including time and material	1				
Network Cabinet cleanup, labelling and splicing for 24 port switches	1				
Equivalent to Eaton 9130 1000 RM (1 KVA) 2 U Form Factor (Rackmount UPS) and seamlessly compatible/ Integrable with existing systems/services	1				

Section A3: Network Cabinets & Cabling All cabling must meet meganet/krone/molex standards and seamlessly be compatible and integrate with existing equipment/systems. Where applicable, reticulation costs must be included into the line items.					
Description	**Quantity**	**Year 1 - Unit Price (R)**	**Year 2 - Unit Price (R)**	**Year 2 - Unit Price (R)**	**Total Price (R)**
Equivalent to Eaton 9SX2000iR - 9SX 2000i On-line UPS 2000VA 200-240V Rack2U (Rail Kit Incl.) seamlessly compatible/ Integrable with existing systems/services	1				
Equivalent to Proline A650 Line Interactive UPS	1				
Equivalent to Tescom , SSpro-3300LDC 36V; 3000VA (3KVA) / 1800W, In & Output 230V 50Hz	1				
Equivalent to Batteries 12V 100AH Lead KIJO Sealed carbon batteries and installation	1				
Fibre Cable fault find and repairs (Include splicing)	1				
Single mode OS2: Supply 12 core Fibre cable (per meter) including installation and reticulation	1				
Single mode OS2: Supply 8 core Fibre cable (per meter) including installation and reticulation	1				
Single mode OS2 : Supply 6 core Fibre cable (per meter) including installation and reticulation	1				
Single mode OS2 : Supply 4 core Fibre cable (per meter) including installation and reticulation	1				
Multimode mode OM4 : Supply 12 core Fibre cable (per meter) including installation and reticulation	1				
Multimode mode OM4: Supply 8 core Fibre cable (per meter) including installation and reticulation	1				
Multi mode OM4 : Supply 6 core Fibre cable (per meter) including installation and reticulation	1				
Multimode mode OM4 : Supply 4 core Fibre cable (per meter) including installation and reticulation	1				
100Mbps Fibre Optic to Ethernet Converter – Multi Mode	1				
1000Mbps Fibre Optic to Ethernet Converter – Multi Mode	1				

Section A3: Network Cabinets & Cabling All cabling must meet meganet/krone/molex standards and seamlessly be compatible and integrate with existing equipment/systems. Where applicable, reticulation costs must be included into the line items.					
Description	**Quantity**	**Year 1 - Unit Price (R)**	**Year 2 - Unit Price (R)**	**Year 2 - Unit Price (R)**	**Total Price (R)**
100Mbps Fibre Optic to Ethernet Converter – Single Mode	1				
1000Mbps Fibre Optic to Ethernet Converter – Single Mode	1				
LC-LC 1M 50/125 Duplex Fibre Patch Cord, Multimode	1				
LC-ST 1M 50/125 Duplex Fibre Patch Cord, Multimode	1				
LC-SC 1M 50/125 Duplex Fibre Patch Cord, Multimode	1				
LC-LC 1M 50/125 Duplex Fibre Patch Cord, SingleMode	1				
LC-ST 1M 50/125 Duplex Fibre Patch Cord, SingleMode	1				
LC-SC 1M 50/125 Duplex Fibre Patch Cord, SingleMode	1				
RJ45 8 Pin Contact Plugs P550S-2P (100)	1				
ST Couplers Multimode	1				
CAT 6a Indoor cable per meter	1				
CAT6a Outdoor cable per meter shielded per meter	1				
American Telecom plug 4/4 RJ9	1				

Section A3: Network Cabinets & Cabling All cabling must meet meganet/krone/molex standards and seamlessly be compatible and integrate with existing equipment/systems. Where applicable, reticulation costs must be included into the line items.					
Description	**Quantity**	**Year 1 - Unit Price (R)**	**Year 2 - Unit Price (R)**	**Year 2 - Unit Price (R)**	**Total Price (R)**
Cage Nuts & Screws (MOAL-CAGE)	1				
Surge protector with shielded RJ45 (ETH-SURGE-1G)	1				
Cabinet Fans –(LM12038HBLZ)	1				
Surge Suppressor 56V (C000000L033A)	1				
Sub-Total		**R**	**R**	**R**	**R**
VAT @ 15%		**R**	**R**	**R**	**R**
Total		**R**	**R**	**R**	**R**

Please use the VAT-inclusive TOTALS from above and update the applicable SECTION in TABLE C for each of the years.

All the line items in this Section must be completed in full

Section A4 : Radio Wireless Equipment – Distribution Network					
Description	**Quantity**	**Year 1 – Unit Price (R)**	**Year 2 – Unit Price (R)**	**Year 3 – Unit Price (R)**	**Total Price (R)**
Equivalent to Cambium PTP 650/670 AC Power Injector **and seamlessly compatible/ Integrable with existing systems/services:**	1				
Cambium PTP 670 Connectorized END with AC Supply (RoW – EU, Line Cord)" LPU and Grounding Kit (1 kit per END) LMR400 N-Male to N-Male – 2m PTP 670 Lite (Up to 125Mbps) to Full (Up to 450Mbps) Link Capacity upgrade license per ODU 3 ft Parabolic reflector – Dual 54Polarization Assemble of UNIT (2 X Cambium Units and Antenna Dish KIT) **or Equivalent and seamlessly compatible/ Integrable with existing systems/services**	1				
Cambium PTP 670 Integrated (Only radios) plus POE **or Equivalent and seamlessly compatible/ Integrable with existing systems/services**	1				
Cambium PTP 670 Connectorized (Only Radios) plus POE **or Equivalent and seamlessly compatible/ Integrable with existing systems/services**	1				
Sub-Total		**R**	**R**	**R**	**R**
VAT @ 15%		**R**	**R**	**R**	**R**
Total		**R**	**R**	**R**	**R**

Please use the VAT-inclusive TOTALS from above and update the applicable SECTION in TABLE C for each of the years.

All the line items in this Section must be completed in full

Section A5 : Carrier grade Back haul Microwave Links					
Description	**Quantity**	**Year 1 – Unit Price (R)**	**Year 2 – Unit Price (R)**	**Year 2 – Unit Price (R)**	**Total Price (R)**
Equivalent to SIAE POE + Injector 220V (Desk version with Surge Protection) **and seamlessly compatible/ Integrable with existing systems/services:** SIAE RJ45 connector to Ethernet cable with protection cap for outdoor **or Equivalent and seamlessly compatible/ Integrable with existing systems/services:**	1				
Equivalent to SIAE Outdoor 17Ghz 90cm Wireless Parabolic Dish Antenna **and seamlessly compatible/ Integrable with existing systems/services:** **Equivalent to** SIAE 17Ghz 100Mb Full Duplex Link 2 x Terminal equipment with POE, Connector & Grounding Kit (No Antenna) **and seamlessly compatible/ Integrable with existing systems/services:** **Equivalent to** SIAE 17Ghz 100Mb SW License for Capacity upgrade up to 500Mbps – ALFOplus **and seamlessly compatible/ Integrable with existing systems/services**	1				
Sub-Total		**R**	**R**	**R**	**R**
VAT @ 15%		**R**	**R**	**R**	**R**
Total		**R**	**R**	**R**	**R**

Please use the VAT-inclusive TOTALS from above and update the applicable SECTION in TABLE C for each of the years

All the line items in this Section must be completed in full

Section B : Miscellaneous					
Description	**Quantity**	**Year 1 – Unit Price (R)**	**Year 2 – Unit Price (R)**	**Year 3 – Unit Price (R)**	**Total Price (R)**
Equivalent to Type C Connector – 5 in 1 hub or similar with HDMI, VGA, USB 3, Charging port	1				
Equivalent to Epson EB-L795 Data Projector	1				
Equivalent to Epson EB-PU series data projector	1				
Equivalent to Epson EB-PU1007W data projector	1				
Equivalent to NAS Synology SA3410 with 12 × 20 TB Enterprise HDD and 2 x 10GbE network connectivity and 64GB ECC RAM with 3 years onsite support and warranty.	1				
Replacement of the existing NVIROMON-ULTI-1U with NVIROMON-ULTI-1S environmental monitoring platform Pricing for a new NVIROMON-ULTI-1S including replacement, supply, installation, testing and commissioning and certification	1				
Replacement of the existing fire suppression system TEC247 with **Standard RHINO103** Pricing for **a new Standard RHINO103** including replacement, supply, installation, testing, commissioning and certification of the complete fire detection and clean-agent extinguishing system.	1				

Section B : Miscellaneous					
Description	**Quantity**	**Year 1 – Unit Price (R)**	**Year 2 – Unit Price (R)**	**Year 3 – Unit Price (R)**	**Total Price (R)**
Sophos SD-Red 20	1				
Acrobat Standard for teams' three-year license	1				
Acrobat Pro for teams' three-year license	1				

Section B : Miscellaneous					
Description	**Quantity**	**Year 1 – Unit Price (R)**	**Year 2 – Unit Price (R)**	**Year 3 – Unit Price (R)**	**Total Price (R)**
Sub-Total		**R**	**R**	**R**	**R**
VAT @ 15%		**R**	**R**	**R**	**R**
Total		**R**	**R**	**R**	**R**

Please Include Additional Items that May Be Necessary to Provide your Solution

Please use the VAT-inclusive TOTALS from above and update the applicable SECTION in TABLE C for each of the years.E C for each of the years.

All the line items in this Section must be completed in full

Section C: Additional Services					
Description	**Period**	**Year 1 – Unit Price**	**Year 2 – Unit Price (R)**	**Year 3 – Unit Price (R)**	**Total Price (R)**
Data Centre and Server Room Environmental Monitoring and Fire Suppression Maintenance and Support Services This section can be subcontracted to a suitable company if your company does not meet the below criteria for data centre/ server room refurbishment; COMPANY PROFILE: The company should have a minimum of **5 -10 years' experience** maintaining data centres and server room environmental monitoring and fire suppression systems. • ISO 27001 & 9001 certifications. • Three client references for similar type of work, contactable references preferably in order to verify experience • A breakdown in terms of their methodology which aligns to industry best practices • CV's of the personnel to be used with the below requested qualifications(certified copies) mut be provided for approval to do the work and the proposed candidates must have between 5-10 years experience as a minimum in the field.	Quarterly				

Section C: Additional Services					
Description	**Period**	**Year 1 – Unit Price**	**Year 2 – Unit Price (R)**	**Year 3 – Unit Price (R)**	**Total Price (R)**
• Other required SAN standards , Occupational Health and Safety Act (OHSA) requirements, manufacturer maintenance procedures, and recognised data centre best practices. • OEM certification for the installed suppression systems – Stat-X Data centre/Server room- humidity/temperature control, fire suppression system (maintenance and support as per industry standards) * must be performed **using the unit cost per quarter / as and when required.** The technicians also should have a National Diploma, Trade Certificate or equivalent qualification in Electrical Engineering, Electronic Engineering, Instrumentation, Mechatronics, Fire Protection Engineering, or a related field and at least 5- 10 years' experience in the installation, maintenance, and support of fire suppression systems including but not limited to Temperature monitoring systems , Humidity monitoring systems , Water leak detection systems ,Environmental sensors , Alarm management systems ,SMS notification systems ,Remote monitoring platforms ,Intelligent monitoring devices (including TM4 or equivalent) IT IS IMPORTANT FOR THE SERVICE PROVIDER TO DO AN ONSITE ASSESSMENT OF THE REQUIREMENTS.					

Section C: Additional Services					
Description	**Period**	**Year 1 – Unit Price**	**Year 2 – Unit Price (R)**	**Year 3 – Unit Price (R)**	**Total Price (R)**
Proof of company certification and service reports and compliance documentation after each maintenance visit us performed					
Replacement of the **existing Environmental Monitoring and Fire Suppression system,** Stat-x system with FM 200 or equivalent including all affected components. Detailed bill of quantities along with costing must be included.	1				
Sub-Total		**R**	**R**	**R**	**R**
VAT @ 15%		**R**	**R**	**R**	**R**
Total		**R**	**R**	**R**	**R**

Please use the VAT-inclusive TOTALS from above and update the applicable SECTION in TABLE C for each of the years.

All the line items in this Section must be completed in full

Section D : License renewals					
Description	**Period/ quantity**	**Year 1 – Unit Price**	**Year 2 – Unit Price (R)**	**Year 3 – Unit Price (R)**	**Total Price (R)**
Sophos Server Protection Licenses for 20 servers	3 years				
Sophos Email + for 500 users	3 years				
Sophos Endpoint for Legacy Platforms for 270	3 years				
Sophos XGS 2300 with Xstream Protection - Appliance: Sophos XGS 2300 (licensing included) and SD-WAN functionality to nearly 20 sites- including support and maintenance with SLA of replacement device with 24 hours – 1 user	3years				
Sophos Endpoint Protection for 250 users	3 years				
Nessus Professional (2 years plus Advanced support)	1				
Veeam Backup & Replication Enterprise Plus	3 years				
Veeam Backup for Microsoft 365 for 300 users	3 years				
1 x DigiCert OV Wildcard TLS certificate with minimum OV, wildcard, SHA-256, RSA 2048/ECC equivalent, TLS 1.2 or higher with 3 year Multi year plan	3 years				
1 x DigiCert OV Single-Domain TLS Certificate for VPN with minimum Publicly trusted CA, SHA-256, RSA 2048/ECC equivalent with 3 year Multi year plan	3 years				

Section D : License renewals					
Description	**Period/ quantity**	**Year 1 – Unit Price**	**Year 2 – Unit Price (R)**	**Year 3 – Unit Price (R)**	**Total Price (R)**
PRTG Network Monitor (1000)	3 years				
R-Studio Technician	1 user				
Ontrack EasyRecovery Professional	1				
Sub-Total		**R**	**R**	**R**	**R**
VAT @ 15%		**R**	**R**	**R**	**R**
Total		**R**	**R**	**R**	**R**

Please use the VAT-inclusive TOTALS from above and update the applicable SECTION in TABLE C for each of the years.

Ad-hoc support services shall be provided by the successful bidder through suitably qualified specialist resources as and when requested by the EDM. The required qualifications and experience for each resource category are specified below. The bidder shall provide CVs, including verifiable contact details and supporting documentation, upon request for review and approval prior to the commencement of any assigned work.

All work must be quoted and approved where applicable before commencement of work.

All the line items in this Section must be completed in full

Section E: IT Specialist Support Resources								
Description	**Required qualifications and certifications with at least 5 to 10 years' experience**	**Year 1**		**Year 2**		**Year 3**		**Total**
		ON SITE Rate/ hour	**REMOTE Rate/ hour**	**ON SITE Rate/ hour**	**REMOTE Rate/ hour**	**ON SITE Rate/ hour**	**REMOTE Rate/ hour**	
Solutions/Enterprise Architect	Bachelor's Degree/B-Tech Degree/Advanced Diploma in computer science, Information Systems, Engineering, or related ICT field with TOGAF Certified (Foundation & Practitioner), Certified Enterprise Architect (CEA), COBIT Foundation, ITIL 4 Foundation, Cloud Architecture certifications (Azure Solutions Architect Expert preferred)							
Senior Network Engineer	Bachelor's Degree/B-Tech Degree/Advanced Diploma in Networking, Computer Science, Information Systems or equivalent, with **Cisco CCNP Enterprise** (preferred), CCNA, Cisco							

Section E: IT Specialist Support Resources								
Description	**Required qualifications and certifications with at least 5 to 10 years' experience**	**Year 1**		**Year 2**		**Year 3**		**Total**
		ON SITE Rate/ hour	**REMOTE Rate/ hour**	**ON SITE Rate/ hour**	**REMOTE Rate/ hour**	**ON SITE Rate/ hour**	**REMOTE Rate/ hour**	
	SD-WAN certification, Aruba Certified Professional, Huawei HCIP Routing & Switching, CompTIA Network+							
Cloud Engineer (Azure)	Bachelor's Degree/B-Tech Degree/Advanced Diploma in Cloud Computing, Computer Science, Information Systems or equivalent with **Microsoft Certified: Azure Administrator Associate (AZ-104)**, Azure Solutions Architect Expert (AZ-305), Azure Network Engineer Associate (AZ-700), Azure Security Engineer Associate (AZ-500), SC-300 Identity and Access Administrator							
Software/Application Developer	Bachelor's Degree/B-Tech Degree/Advanced Diploma in Software Engineering, Computer Science, Information Systems or equivalent with Microsoft Certified: Azure Developer Associate (AZ-204),							

Section E: IT Specialist Support Resources								
Description	**Required qualifications and certifications with at least 5 to 10 years' experience**	**Year 1**		**Year 2**		**Year 3**		**Total**
		ON SITE Rate/ hour	**REMOTE Rate/ hour**	**ON SITE Rate/ hour**	**REMOTE Rate/ hour**	**ON SITE Rate/ hour**	**REMOTE Rate/ hour**	
	Microsoft Power Platform Developer, Certified Scrum Developer, Java/Python/.NET certifications where applicable							
IT Security Engineer	Bachelor's Degree/B-Tech Degree/Advanced Diploma in Cybersecurity, Information Security, Computer Science or equivalent with **CISSP** (preferred), **CISM**, CompTIA Security+, CEH, OSCP, GIAC certifications, ISO/IEC 27001 Lead Implementer/Lead Auditor, Fortinet Security certifications							
DBA specialist	Bachelor's Degree/B-Tech Degree/Advanced Diploma in Database Administration, Computer Science, Information Systems or equivalent with Microsoft Certified: Azure Database Administrator Associate, **Microsoft SQL Server**							

Section E: IT Specialist Support Resources								
Description	**Required qualifications and certifications with at least 5 to 10 years' experience**	**Year 1**		**Year 2**		**Year 3**		**Total**
		ON SITE Rate/ hour	**REMOTE Rate/ hour**	**ON SITE Rate/ hour**	**REMOTE Rate/ hour**	**ON SITE Rate/ hour**	**REMOTE Rate/ hour**	
	certifications, Oracle Certified Professional (OCP), PostgreSQL certifications, MySQL certifications							
Unified Communications/Voice Engineer	Bachelor's Degree/B-Tech Degree/Advanced Diploma in Telecommunications, Networking, ICT or equivalent with **Cisco Collaboration Certifications (CCNP Collaboration)**, Microsoft Teams Administrator Associate (MS-700 retired/replaced by Teams cert pathways), Teams Voice Engineer, Avaya certifications, Mitel certifications, SBC certifications							
Website Developer / Full Stack Web Developer	Bachelor's Degree/B-Tech Degree/Advanced Diploma in Information Technology, Computer Science, Software Engineering, Web Development, or related field with more than **5 – 10**							

Section E: IT Specialist Support Resources								
Description	**Required qualifications and certifications with at least 5 to 10 years' experience**	**Year 1**		**Year 2**		**Year 3**		**Total**
		ON SITE Rate/ hour	**REMOTE Rate/ hour**	**ON SITE Rate/ hour**	**REMOTE Rate/ hour**	**ON SITE Rate/ hour**	**REMOTE Rate/ hour**	
	years' experience in website design, development, customisation, and maintenance and Minimum 5 **years' experience** developing and managing WordPress-based websites							
Graphic Designer / Digital Content Specialist	Bachelor's Degree/B-Tech Degree/Advanced Diploma in Graphic Design, Digital Design, Visual Communication, Multimedia Design, Marketing Communication, Journalism, or related field and 5 -10 **years' experience** in professional graphic design and digital content production and minimum **5 years' experience** creating digital content for websites, social media, and online platforms							
Accommodation	The cost can be fixed amount per day under Rates/ hour if applicable. Maximum permitted is a 3							

Section E: IT Specialist Support Resources								
Description	**Required qualifications and certifications with at least 5 to 10 years' experience**	**Year 1**		**Year 2**		**Year 3**		**Total**
		ON SITE Rate/ hour	**REMOTE Rate/ hour**	**ON SITE Rate/ hour**	**REMOTE Rate/ hour**	**ON SITE Rate/ hour**	**REMOTE Rate/ hour**	
	star accommodation.							
Travelling cost to EDM	The cost can be fixed amount per trip under Rates/ hour if applicable . Department of transport tariffs be used to calculate the kms.							
Subsistence per day for the above resource	The cost can be a fixed amount per day under Rates/ hour if applicable							
Sub-Total		**R**	**R**	**R**	**R**	**R**	**R**	**R**
VAT @ 15%		**R**	**R**	**R**	**R**	**R**	**R**	**R**
Total		**R**	**R**	**R**	**R**	**R**	**R**	**R**

Please use the VAT-inclusive TOTALS from above and update the applicable SECTION in TABLE C for each of the years

PLEASE INCLUDE ADDITIONAL ITEMS/ SERVICES THAT IS NECESSARY TO PROVIDE A FULLY OPERATIONAL SOLUTION IN THE THREE CATEGORIES IN THIS BID AND TO MANAGE EDM NETWORK AND WEBSITE AND PROVISION OF INTERNET SERVICES.

SECTION F: OTHER					
Description	**Period/Quantity**	**Year 1 -Unit Price (R)**	**Year 2 – Unit Price**	**Year 3 – Unit Price**	**Total Price (R)**

SECTION F: OTHER					
Description	**Period/Quantity**	**Year 1 -Unit Price (R)**	**Year 2 – Unit Price**	**Year 3 – Unit Price**	**Total Price (R)**
Sub-Total		**R**	**R**	**R**	**R**
VAT @ 15%		**R**	**R**	**R**	**R**
Total		**R**	**R**	**R**	**R**

Please use the VAT-inclusive TOTALS from above and update the applicable SECTION in TABLE B for each of the years

8. SERVICE LEVEL MANAGEMENT, SEVERITY CODES AND PERFORMANCE MEASUREMENT

This section establishes measurable service levels for all services under Category A (Network Support, Maintenance, Management and IT Security), Category B (Internet Services), and Category C (Website Hosting, Development, Maintenance and Support). All incidents, service requests, changes, problems and security events shall be recorded in the approved service management system and measured against the targets below.

• Service levels apply 24x7x365 to the successful service provider and to subcontractors, carriers, hosting providers, OEMs and other third parties used to deliver the contracted services.

• The service clock may be paused where EDM has caused a delay, the affected user or site is unavailable, or an approved dependency prevents progress. A “Stop the Clock” status must be motivated and approved by the Senior Manager IT or authorised representative.

• Planned maintenance shall not be excluded from availability calculations unless approved in writing at least five business days in advance, performed within an agreed maintenance window and completed within the approved duration.

• Monthly SLA performance shall be reviewed before invoice approval. Repeated failure, even where individual penalties are paid, may constitute material breach.

8.1 General Service Management Levels

Service area	Requirement	Target	Measurement
Service desk availability	Telephone, email and portal available; critical incidents monitored 24x7x365.	100% availability of agreed support channels, excluding approved maintenance.	Daily, Weekly, Monthly service-desk report and test calls.
Incident logging	Every request, alert, verbal instruction and monitoring event must be logged and assigned a reference number.	Within 5 minutes of receipt or detection.	Ticket timestamps and monitoring records.
Initial diagnosis and ownership	Assign owner, severity, affected service, business impact and next action.	Within the applicable acknowledgement time.	Ticket audit trail.
Escalation	Escalate unresolved or high-impact incidents to the appropriate technical, managerial and executive level.	P1: within 15 minutes; P2: within 30 minutes; P3/P4: before 75% of resolution target is consumed.	Escalation records and communications.
Status communication	Provide meaningful progress updates until restoration and closure.	P1: every 30 minutes; P2: hourly; P3: every 4 business hours; P4: daily or as agreed.	Email/SMS/ticket updates/whatsapp
Major incident report / RCA	Provide incident timeline, cause, impact, corrective action and prevention plan.	Preliminary report within 1 business day; final RCA within 5 business days after P1/P2 closure.	Approved RCA report.
Monthly reporting	Operational, SLA, availability, security, capacity, asset, patch, backup, website and internet reports.	By the 3rd business day of the following month.	Signed monthly report pack.
Configuration and documentation updates	Update diagrams, asset register, IP/VLAN records, configurations, SOPs and knowledge base after changes.	Within 2 business days after implementation.	Document revision history.
Configuration backups	Back up network/security device configurations and test restoration.	After every approved change and at least weekly; quarterly restore test.	Backup and restore-test reports.

Change management	Impact assessment, approvals, implementation, testing and rollback plan required.	100% of production changes; emergency changes regularised within 1 business day.	Change records and CAB approvals.
On-site resource coverage	Provide the approved resident support resource during EDM operating hours and arrange approved relief.	100% coverage; replacement within 2 hours for unplanned absence.	Attendance register and substitution records.
Quote turnaround	Provide complete, compliant quotations when requested.	Within 3 business days unless EDM approves otherwise.	Request and quotation timestamps.

8.2 Category A - Network, Infrastructure and IT Security Service Levels

Service	Scope	Target	Measurement
Core LAN/WAN and firewall availability	Availability of core switches, distribution links, firewalls, routing and critical network services.	>=99.9% per calendar month, measured 24x7.	Monitoring platform and outage records.
Non-critical access network availability	Access switches, Wi-Fi and non-critical site connectivity.	>=99.5% per calendar month, measured during agreed service hours.	Monitoring platform and outage records.
Network monitoring	Monitor device reachability, interface status, CPU, memory, temperature, power, link utilisation and errors.	24x7x365; alerts generated within 5 minutes of threshold breach.	NOC monitoring records.
Preventative maintenance	Health checks, firmware review, configuration audit, capacity and security review.	Monthly remote health check and quarterly documented preventative maintenance.	Maintenance checklist.
Security incident containment	Contain malware, ransomware, compromise, unauthorised access or active exploitation.	P1 containment actions within 30 minutes; eradication plan within 4 hours.	SOC/NOC and incident records.
Critical security patches	Internet-facing, actively exploited or vendor-rated critical vulnerabilities.	Mitigation within 24 hours; patch/remediation within 72 hours or approved risk treatment.	Patch and vulnerability reports.
High-risk patches/vulnerabilities	High severity findings not under active exploitation.	Remediate within 3 calendar days.	Vulnerability closure evidence.
Medium/low vulnerabilities	Medium and low severity findings.	Medium within 14 days; low within 60 days, unless risk accepted in writing.	Vulnerability register.
Audit and penetration-test findings	Corrective action and evidence for agreed ICT findings.	Critical: 72 hours; High: 7 days; Medium: 14 days; Low: 30 days.	Remediation evidence and closure approval.
Backup and DR readiness	Backups, replication, DR monitoring and recovery testing for covered systems.	Backup success >=98% daily; failed jobs re-run within 4 hours; quarterly restore test; annual DR exercise.	Backup console and DR test report.
Hardware failure and replacement	Diagnose and replace failed covered equipment or implement workaround.	P1 workaround/restoration within severity target; OEM replacement initiated within 1 hour and tracked to closure.	Ticket, order and delivery records.
Capacity management	Identify sustained utilisation or exhaustion risk.	Alert at >=75% sustained utilisation; formal capacity recommendation within 5	Capacity trend report.

		business days.	
Lifecycle management	Track warranties, subscriptions, certificates, support and end-of-life dates.	Report at least 12 months before expiry/EOL and update monthly until resolved.	Lifecycle register.

8.3 Category B - Internet Service Levels

Metric	Requirement	Target	Measurement
Primary internet availability	Dedicated 500 Mbps fibre service.	>=99.9% per calendar month, 24x7x365.	monitoring records.
Secondary internet availability	Dedicated 500 Mbps diverse-path service.	>=99.9% per calendar month, 24x7x365.	monitoring records.
Combined internet service availability	At least one service path available to EDM.	>=99.95% per calendar month.	EDM monitoring and outage logs.
Bandwidth and contention	Symmetrical committed bandwidth with 1:1 contention.	>=95% of contracted throughput during test windows, excluding EDM LAN bottlenecks.	Monthly throughput tests and utilisation reports.
Packet loss	End-to-end to ISP core/approved test point.	<=0.5% monthly average and no sustained breach longer than 15 minutes.	Continuous probes.
Jitter	End-to-end to ISP core/approved test point.	<=10 ms monthly average.	Continuous probes.
Latency	To ISP core/Internet gateway.	<=20 ms monthly average, subject to agreed test location.	Continuous probes.
Automatic failover	Traffic transitions when either link fails.	Failover within 60 seconds; failback controlled and tested quarterly.	Quarterly failover-test report.
DDoS/security event response	Detect and mitigate denial-of-service and malicious traffic affecting the internet service.	Detection within 5 minutes; mitigation initiated within 15 minutes.	Provider security and incident report.
Planned maintenance notice	Notify EDM of carrier or provider maintenance.	At least 5 business days in advance, except emergencies.	Written notice.
Fault escalation	Log carrier fault and provide reference and progress updates.	Within 5 minutes for P1/P2; updates every 30 minutes for total outage.	Carrier ticket and EDM ticket.
Remote-site internet	Availability of contracted remote-site services.	>=99.5% per site per calendar month.	Per-site monitoring report.

8.4 Category C - Website Hosting, Development and Maintenance Service Levels

Service	Requirement	Target	Measurement
Website availability	Public website, CMS, database and required hosting components.	>=99.9% per calendar month, 24x7x365.	uptime monitoring.
Website performance	Availability and acceptable page delivery under normal load.	Key public pages: 95th percentile server response <=2 seconds, excluding third-party content and user connectivity.	Application monitoring and monthly report.
Security monitoring	Web application firewall, malware, defacement, vulnerability and suspicious-access monitoring.	24x7x365; critical alert acknowledgement within 5 minutes.	Security platform records.
Critical website outage/defacement	Website unavailable, compromised or materially altered without authorisation.	Contain/restore service within 2 hours; full resolution within 4 hours.	Incident records
Backup	Encrypted website files, databases and configurations.	Daily backup success >=98%; minimum 3-month	Backup reports.

		retention; failed backup corrected within 4 hours.	
Restore and DR testing	Validate recoverability and continuity.	Quarterly restore test and annual DR/failover exercise.	Test report
Recovery objectives	For the production website and database.	RPO <=24 hours; RTO <=4 hours unless stricter application requirements are agreed.	Recovery test evidence.
Critical security remediation	Actively exploited/critical website, plugin, theme or platform vulnerability.	Mitigation within 4 hours; permanent remediation within 72 hours.	Vulnerability and change records.
High/medium security remediation	Non-exploited high and medium findings.	High within 7 days; Medium within 30 days.	Vulnerability register.
Urgent content publication	Emergency/public safety notices, statutory notices or executive-approved urgent updates.	Acknowledge within 15 minutes and publish within 1 hour after receiving approved content.	Ticket and publication timestamp.
Routine content update	Approved documents, tenders, vacancies, notices and page updates.	Within 4 business hours; complex changes by agreed schedule.	Ticket and publication timestamp.
Plugin/theme/core updates	Test, approve and deploy updates without loss of functionality.	Critical security updates per remediation target; routine updates monthly.	Maintenance and test report.
Development defect	Correct defects introduced by the service provider.	P1/P2 per severity matrix; P3 within 2 business days; P4 within agreed release.	Defect ticket and deployment record.
Analytics and reporting	Uptime, security, performance, traffic, content and support reporting.	By the 5th business day monthly.	Monthly website report.

8.5 Severity and Priority Codes

Severity shall be determined using both business impact and urgency. EDM may increase or decrease severity where justified. The “response” time is acknowledgement and assignment; “restoration” is return of the service or an acceptable workaround; “resolution” is permanent correction and verified closure.

Priority	Definition	Response	Technical engagement	Restoration target	Resolution target	Update/escalation
P1 - Critical	Complete outage or major degradation of a critical service; both internet links unavailable; core network/firewall failure; active cyberattack; data breach; website unavailable/defaced ; safety, statutory or widespread service-delivery impact.	5 minutes	15 minutes	1 hours	2 hours	Every 30 minutes; executive escalation within 30 minutes.
P2 - High	Major function impaired; one internet link unavailable without effective redundancy; multiple users/sites affected; power users (includes executive /senior management, councilors affected; high-risk security event; significant website/CMS failure; Critical information e.g.; AG and management reporting information and other information as required by the Senior Manager IT/authorized representative ; no acceptable workaround.	10 minutes	30 minutes	2 hours	4 hours	Hourly; management escalation within 1 hour.
P3 - Medium	Limited business impact; single user/site/component affected; workaround available; routine degradation or non-critical defect.	30 minutes	2 business hours	4 business hours	1 business days	Every 4 business hours.
P4 - Low / Service	General assistance, information, standard change,	1 business hour	4 business hours	As agreed	2 business days	Daily or at agreed milestones.

Request	minor defect, content request or planned activity with no current service interruption.				or agreed project date	

8.6 Availability and SLA Measurement Rules

• Availability (%) = ((Total measurement minutes - unplanned unavailable minutes) / Total measurement minutes) x 100.

• An incident begins at the earliest of: automated detection, user notification, EDM notification or provider awareness, and ends only after service restoration is confirmed by EDM or monitoring evidence.

• Separate availability calculations shall be produced for each internet circuit, remote site, critical network service and the website platform.

• Excluded downtime is limited to approved planned maintenance, documented force majeure, EDM-caused outage, or an approved “Stop the Clock” period. Carrier or subcontractor failure is not excluded because the successful bidder remains accountable for the end-to-end service.

• Recurring incidents with the same root cause within 30 days shall be treated as a continuation for problem-management and repeat-failure penalties.

• EDM monitoring records shall prevail where a material difference exists and the bidder cannot provide auditable evidence to the contrary.

9.0 SERVICE CREDITS, PENALTIES AND REMEDIES

Service credits and penalties shall be deducted from the affected monthly invoice after verification by EDM. They are intended to enforce performance and do not limit EDM’s rights to require remediation, recover proven damages where legally permissible, procure services elsewhere, cancel an order, invoke contractual remedies or terminate for material breach. No penalty shall apply where an approved “Stop the Clock” condition is fully evidenced.

Non-Performance	Penalty / Service Credit	Verification
P1 response target missed	R1,500 per incident plus R500 for every additional 15 minutes, capped at R10,000 per incident.	Ticket timestamps and escalation records.
P1 restoration target missed	R5,000 per incident plus R1,000 per additional hour or part thereof.	Monitoring and restoration confirmation.
P2 response/restoration target missed	R1,000 per incident plus R500 per additional hour or part thereof.	Ticket and monitoring records.
P3/P4 target missed	R500 per overdue incident per business day, capped at R5,000 per incident.	Ticket records.
Core network/firewall availability below 99.9%	2% of Category A monthly service fee for each 0.1% or part thereof below target, capped at 20% for the month.	Availability report.
Non-critical network availability below 99.5%	1% of Category A monthly service fee for each 0.1% or part thereof below target, capped at 10%.	Availability report.
Either primary or secondary internet link below 99.9%	2% of Category B monthly recurring fee per affected link for each 0.1% or part thereof below target, capped at 20%.	Per-link availability report.
Both internet links unavailable concurrently	R5,000 for the first 30 minutes, plus R2,500 for every additional 30 minutes or part thereof, capped at 30% of the monthly Category B fee.	monitoring and tickets.
Bandwidth, packet loss, jitter or	R2,500 per confirmed daily breach after a	Probe and

latency repeatedly outside SLA	30-minute correction period; recurring breaches may trigger a corrective action plan.	performance records.
Failover test fails or automatic failover exceeds target	R5,000 per failed test/event and mandatory retest within 5 business days at no cost.	Failover test report.
Website availability below 99.9%	2% of Category C monthly hosting/maintenance fee for each 0.1% or part thereof below target, capped at 20%.	External uptime report.
Website outage/defacement beyond P1 restoration target	R5,000 per incident plus R1,000 per additional hour or part thereof.	Monitoring, security and restoration records.
Urgent approved content not published within 1 hour	R1,000 per request for provider-attributable delay.	Ticket and publication timestamp.
Critical security vulnerability not mitigated/remediated within SLA	R5,000 per critical finding per day; High finding: R2,000 per finding per day until mitigated or formally risk accepted.	Vulnerability register and closure evidence.
Security incident not reported to EDM promptly	R10,000 per incident where notification is not made within 15 minutes of confirmation, without prejudice to legal notification duties.	Incident timeline and communications.
Required patch/update not applied within approved SLA	Critical: R2,500 per affected platform per day; High: R1,000 per platform per day, unless documented exception is approved.	Patch compliance report.
Backup failure not corrected or required restore test not performed	R2,500 per failed backup day after the correction window; R5,000 per missed quarterly restore test.	Backup and test records.
Monthly report submitted late/incomplete	R1,000 per report per business day, capped at R5,000 per report.	Submission register.
Documentation/configuration/asset records not updated	R1,000 per affected change or item after the stated correction period.	Audit and change records.
Unapproved production change or change without rollback/testing	R5,000 per change; R15,000 where it causes a P1/P2 incident, in addition to incident penalties.	Change and incident records.
On-site resource absent without approved replacement	R2,000 per day or part thereof; R1,000 where approved relief arrives more than 2 hours late.	Attendance records.
Failure to attend required meeting or provide agreed specialist	R1,000 per occurrence; R3,000 where the absence delays a critical activity.	Meeting register and requests.
Unsupported/EOL, licence, warranty or certificate expiry not reported 12 months in advance	R1,000 per item per month of late reporting; R10,000 plus proven recovery costs if expiry causes disruption.	Lifecycle register.
Fraudulent, expired or unverifiable certification/resource information	R10 000 per occurrence, removal/replacement of the resource, and possible termination or referral to relevant authorities.	Verification evidence.
Failure to provide EDM access, credentials, source code, configurations or records	R5,000 per business day after written notice; may constitute material breach.	Access request and handover records.
Late equipment delivery	10% of the purchase order value per completed week late, capped at 30%, unless an extension was approved before the due date.	Purchase order and delivery records.
Undisclosed discount or overcharging	Refund of the full overcharge plus a penalty equal to 50% of the overcharged amount; repeated or intentional conduct may trigger termination.	Distributor quotations, invoices and audit evidence.
Failure to complete approved	R5,000 per business day after the due	Exit plan and

exit/handover obligations	date, plus reasonable transition/recovery costs incurred by EDM.	handover checklist.
Failure to submit daily, weekly and monthly requested regular or adhoc reports related to this bid	R1,000 per business day after the due date, plus reasonable transition/recovery costs incurred by EDM.	Logged calls report
Failure to attend to an IT related issue reported directly by internal IT management (CFO, Senior Manager Manager IT / authorized representative)	R1,000 per business day after the due date, plus reasonable transition/recovery costs incurred by EDM.	Logged calls report
Expiry of SSL and other certificates and licenses and not informed in time to EDM and not renewed and installed or updated onto the systems	R5 000 per incident	Ongoing monitoring processes and license and certificate register must be kept by Service provider

9.1 Penalty Administration and Escalating Remedies

• Total routine service credits may be capped at 30% of the affected category's monthly recurring service fee. The cap does not apply to fraud, confidentiality breaches, data loss, gross negligence, wilful misconduct, security breaches, overcharging, unauthorised changes, exit/handover failure or recoverable third-party costs.

• Three SLA failures of the same type in any rolling three-month period shall require a formal Service Improvement Plan within five business days.

• Two consecutive months below a critical availability target, or three months in any rolling six-month period, may constitute persistent breach and entitle EDM to obtain alternative services, require resource replacement or commence termination procedures.

• Payment of a penalty does not excuse the successful bidder from completing the affected work or implementing corrective and preventive action at no additional cost.

• Before deduction, The Senior Manager IT shall inform the Service provider's Account manager/ representative stating the incident, evidence and amount. The bidder may submit a written representation with evidence within three business days. The Senior manager IT shall determine the final deduction.

• Where non-performance causes EDM to procure emergency replacement services, the bidder may be held liable for the reasonable additional cost, subject to the contract and applicable law.

10.0 High level overview of Existing Infrastructure

The information acts a guideline for tendering purposes but thorough assessment must be done by the service provider during the Site Visit to EDM premises.

Servers are hosted as standalone and virtualised workloads using VMware ESXi and Hyper-V. Network traffic is segmented through VLANs and protected by a firewall.

10.1 Data Centre Infrastructure



The following systems are in use and all servers are connected through a core switch.

- Microsoft Windows Server
- VMware ESXi
- Hypervisor
- Microsoft SQL Server
- M365 office, SharePoint online
- Hybrid Exchange Server on-prem and online Exchange server
- ArcGis-ArcSDE
- WSUS
- Enterprise Endpoint Protection
- Financial System
- HR System
- Document management system eSmart (Neptune)
- Performance Management System
- VoIP Management System
- Microsoft SharePoint Enterprise Online

Storage:
2 x NAS storage systems.

Routers
- Router connecting two different ISP for internet access.

Firewall
- A firewall in place

Off-site Disaster Recovery Site

The Ehlanzeni off-site backup is located at the Mpumalanga Provincial Archives building in Riverside, connected to the EDM Head Office via a wireless radio link.

IP Telephony

EDM is currently using a VoIP telephone system with links to all remote sites.

IP Telephony Devices	
4SIP Colour Screen PoE VoIP Phone	300
Fanvil Switchboard	2

10.2 Network Infrastructure

The Head Office is connected to 14 remote sites and a disaster recovery site over LTE SD-WAN, Fiber lines and radio wireless for voice, CCTV and data. Most of the cabling is OM2 and Cat5e.

Internal network security is provided by a firewall, which, in conjunction with the edge switches, enables network access control.

Deployed Network Devices:

Switch Infrastructure		
Device / Brand	**Description**	**Quantity**
Cisco	Network switches	4
Huawei	Network switches	13
Linksys	Network switches	6
Aruba	Network switches	8
D-Link	Network switches	2
HP ProCurve	Network switches	2
Mecer	Network switches	2
HP	Network switches	2

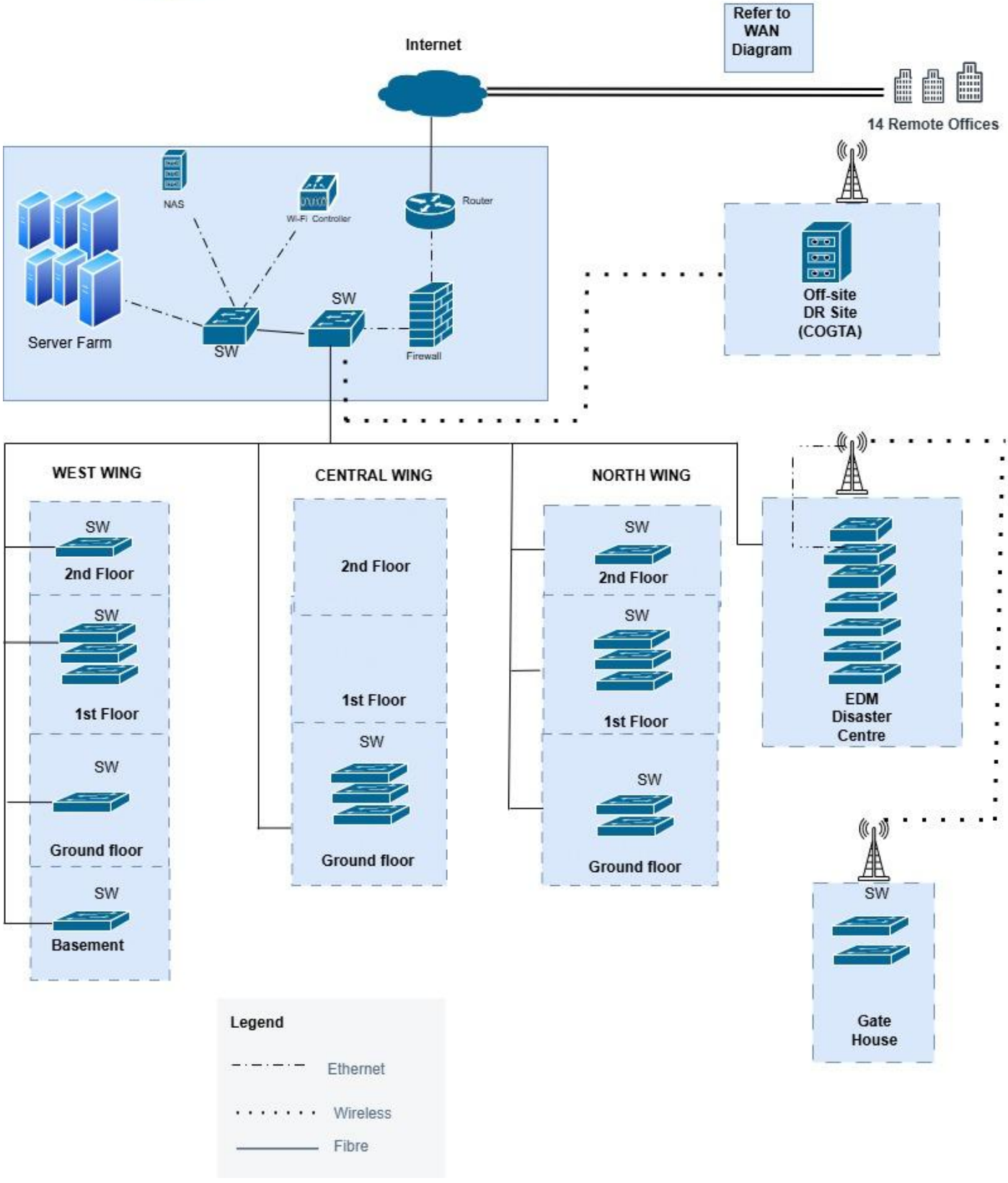
WI-FI
A centrally managed Wi-Fi network is deployed within the EDM Head Office with the following WIFI network devices:

Device	Quantity
Cloud Key	1
unifi AP	52

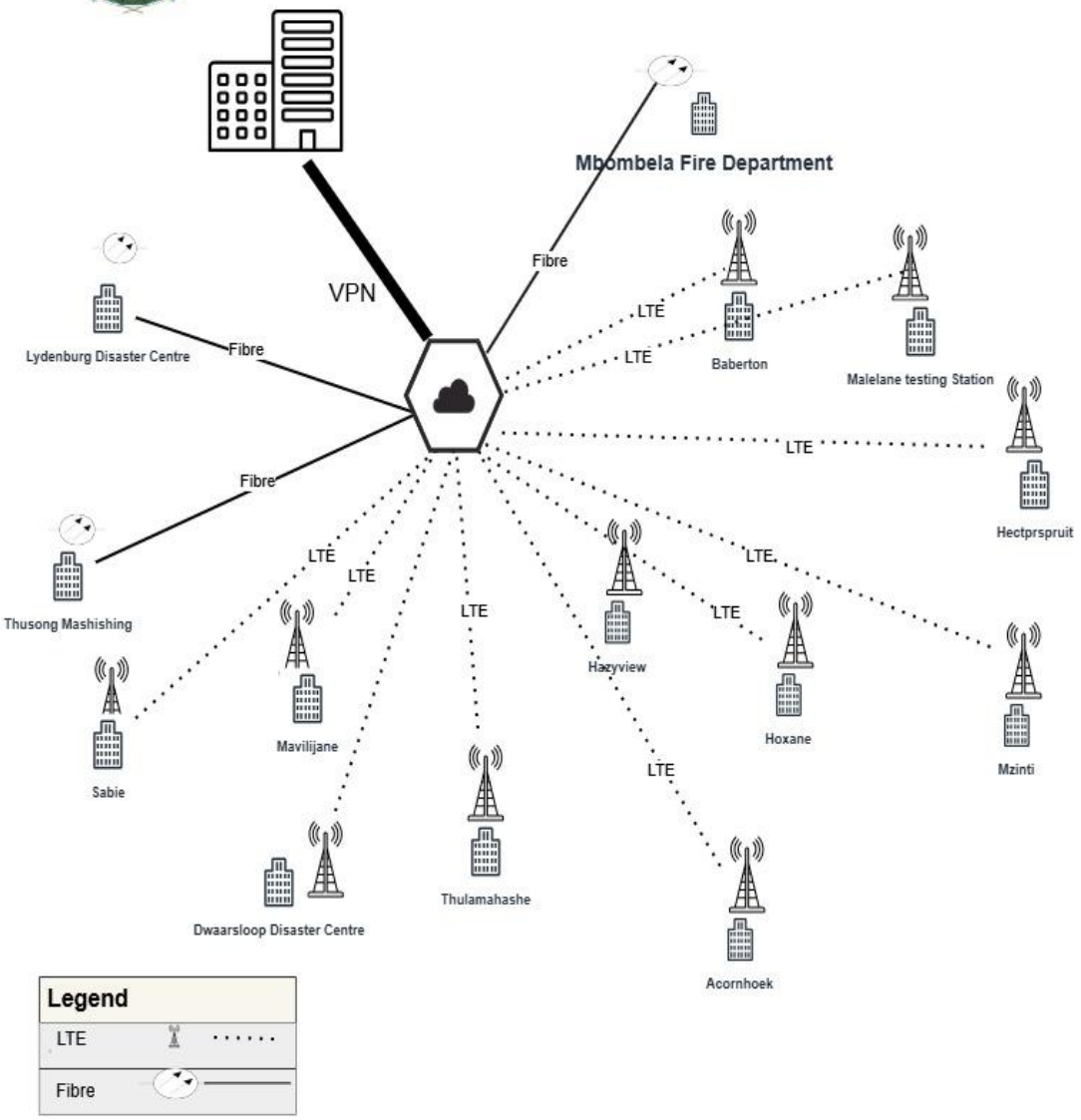
10.3 Website

The website is developed and maintained by EDM personnel currently and hosted at Xneelo.

EHLANZENI DISTRICT MUNICIPALITY
LAN DIAGRAM



EHLANZENI DISRICT MUNICIPALITY
WAN DIAGRAM



DECLARATION OF INTEREST

1. No tender will be accepted from persons in the service of the state[1].
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to tender. In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons connected with or relatedto persons in service of the state, it is required that the tenderer or their authorised representative declaretheir position in relation to the evaluating/adjudicating 0, the following questionnaire must be completed and submitted with the tender.

3.1 Full Name of tenderer or his or her representative: ……..

3.2 Identity Number: …….

3.3 Position occupied in the Company (director, trustee, hareholder[2]):……..

3.4 Company Registration Number: ……

3.5Tax Reference Number: ……

3.6 VAT Registration Number: ……

3.7 The names of all directors / trustees / shareholders members, their individual identity Numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? ..... **YES / NO**

3.8.1 If yes, furnish particulars.……

……...

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

(a) a member of –
  (i) any municipal council;
  (ii) any provincial legislature; or
  (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

[2] Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars.……..……

……

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this tender? ..... **YES / NO**

3.10.1 If yes, furnish particulars.

……

……

3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state whomay be involved with the evaluation and or adjudication of this tender?.....**YES / NO**

3.11.1 Ifyes, furnish particulars

……

……

3.12 Are any of the company's directors, trustees, managers, Principle shareholders or stakeholders in service of the state?

YES / NO

3.12.1 If yes, furnish particulars.

……

……

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

3.13.1 Ifyes, furnish particulars.

……

……

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are tendering for this contract.

YES / NO

3.14.1 If yes, furnish particulars:

……..

……..

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

Full Name	Identity Number	State Employee Number

…….. ……..
Signature **Date**

……. …….
Capacity **Name of Tenderder**

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

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

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

---

1. GENERAL CONDITIONS

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

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

1.2 **To**

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

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

(a) Price; and

(b) Specific Goals.

1.4

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of tender invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% black person or people owned enterprise	N/A	3,00	N/A	
More than 30% woman or women shareholding or owned enterprise	N/A	2,00	N/A	
more than 30% youth shareholding or owned enterprise	N/A	2,00	N/A	
More than 30% people living with disability shareholding or owned enterprise	N/A	2,00	N/A	
More than 30% military veteran's shareholding or owned enterprise	N/A	2,00	N/A	
Enterprises regarded as ***EMEs located within** the Ehlanzeni District Municipality area of jurisdiction	N/A	2,00	N/A	
Sub-contract minimum of 30% of the contract value to EMEs	N/A	2,00	N/A	
Corporate Social Investment (CSI) or Social Labour Plan proposition	N/A	3,00	N/A	
B-BBEE level 1 contribution	N/A	2,00	N/A	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

	…… **SIGNATURE(S) OF TENDERER(S)**
SURNAME AND NAME:	.. ……
DATE:	……
ADDRESS:	……
	……
	……

DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all tenders 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 tender of any tenderer may be rejected if that tenderer, 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 tender.

Item	Question	Yes	No
4.1	Is the tenderer 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? **(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).**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the tenderer 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)? **(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

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

CERTIFICATION

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

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

…… ……

Signature Date

…… ……

Position Name of Tenderer

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all tenders[1] 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 tendering (or tender rigging).[2] Collusive tendering is a *pe se* prohibition meaning that it cannot be justified under any grounds.

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

a) take all reasonable steps to prevent such abuse;

b) reject the tender of any tenderer if that tenderer 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 tendering 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 tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.

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

[1] Includes price quotations, advertised competitive tenders, limited tenders and proposals.

[2] Tender rigging (or collusive tendering) 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 tendering process. Tender rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

6 This Municipal Bidding Document (MBD) must form part of all tenders[1] invited.

7 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 tenderding (or tender rigging).[2] Collusive tendering is a *pe se* prohibition meaning that it cannot be justified under any grounds.

8 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 tender of any tenderer if that tenderer 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 tenderding process or the execution of the contract.

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

10 In order to give effect to the above, the attached Certificate of Tender Determination (MBD 9) must be completed and submitted with the tender:

[1] Includes price quotations, advertised competitive tenders, limited tenders and proposals.

[2] Tender rigging (or collusive tendering) 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 tendering process. Tender rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

_____

(Tender Number and Description)

in response to the invitation for the tender made by:

_____

(Name of Institution)

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

I certify, on behalf of:_____that:

(Name of Tenderer)

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

    (a) has been requested to submit a tender in response to this tender invitation;
    (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
    (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer

6. The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive tendering.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    (a) prices;
    (b) geographical area where product or service will be rendered (market allocation)
    (c) methods, factors or formulas used to calculate prices;
    (d) the intention or decision to submit or not to submit, a tender;
    (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
    (f) tendering with the intention not to win the tender.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderder, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.

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

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

……	……
Signature	Date
……..	……
Position	Name of Tenderder

1. COMPANIES AND CLOSE CORPORATIONS

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

b. In the case of a **CLOSE CORPORATION (CC**) submitting a tender**, 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 tender.**

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY / MEMBERS OF THE CC

Date Resolution was taken	
Resolution signed by (name and surname)	
Capacity	
Name and surname of delegated Authorized Signatory	
Capacity	
Specimen Signature	

Full name and surname of ALL Director(s) / Member (s)

Is a CERTIFIED COPY of the resolution attached?	**YES**		**NO**	

SIGNED ON BEHALF OF COMPANY / CC:		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 _____

3. PARTNERSHIP

We, the undersigned partners in the business trading as _____

hereby authorize Mr/Ms_____to sign this tender as well as any contractresulting from the tender and any other documents and correspondence in connection with this tender and
/or contract for and on behalf of the abovementioned partnership.

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

Full name of partner	Signature

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

This returnable schedule is to be completed by JOINT VENTURES

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr/Ms _____ _____authorized signatory of the Company/Close Corporation/Partnership (name)_____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

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

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

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

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

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

ANNEXURE A

MBD 2

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF TENDERDING THAT -

1. The taxes of the successful tenderer must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.

2. The attached form “Application for Tax Clearance Certificate (in respect of Tenderers)”, must be completed in all respects and submitted to the Receiver of Revenue where the tenderer isregistered for tax purposes. The Receiver of Revenue will then furnish the tenderer with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the tender. Failure to submit the original and valid Tax Clearance Certificate may invalidate the tender.

2. In tenders where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver’s Office.

APPLICATION FOR TAX CLEARANCE CERTIFICATE
(IN RESPECT OF TENDERERS)

1. Name of taxpayer / tenderer: .....

2. Trade name: .....

3. Identification number: | | | | | | | | | | | | | |

4. Company / Close Corporation registration number: | | | | | | | | | | | | | |

5. Income tax reference number: | | | | | | | | | | | | | |

6. VAT registration number (if applicable): | | | | | | | | | | | | | |

7. PAYE employer's registration number (if applicable): | | | | | | | | | | | | | |

Signature of contact person requiring Tax Clearance Certificate: .....

Name: .....

Telephone number: Code:…… Number: .....

Address: .....

.....

.....

DATE: 2026 /_____/ _____

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government tenders,contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of allparties involved in doing business with government.

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the tendering documents for the receipt of tenders.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognizednew product results that is substantially different in basic characteristics or in purpose or utilityfrom its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the tendering price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the tender will be manufactured.

1.17 “Local content” means that portion of the tendering price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or therendering of a service.

1.20 “Project site,” where applicable, means the place indicated in tendering documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all tenders, contracts and orders including tenders for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the tendering 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 tendering documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a tender. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to tender are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the tendering 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 be extended only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful tenderer shallfurnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the tendering documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

5. Inspections, tests and analyses

8.1 All pre-tendering testing will be for the account of the tenderer.

8.2 If it is a tender condition that supplies to be produced or services to be rendered should a any stage during production or execution or on completion be subject to inspection, the premises of the tenderer or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the tendering documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately a own cost and forthwith substitute them with supplies which do complywith the requirements of the contract. Failing such removal, the rejected supplies shall bereturned at the suppliers' cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity tosubstitute the rejected supplies, purchase such supplies as may be necessary at theexpense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract.The packing shall be sufficient to withstand, without limitation, rough handling during transitand exposure to extreme temperatures, salt and precipitation during transit, and openstorage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavyhandling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligationsunder the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, insufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants thatall 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 portor 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 this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at thesupplier's risk and expense and without prejudice to any other rights which the purchaser mayhave against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18.Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of tender, 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 provisionalpayment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser andthe supplier in connection with or arising out of the contract, the parties hallmake every effort to resolve amicably such dispute or difference by mutualconsultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under thecontract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) 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 thepurchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, intort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a tender 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 tender or to the address notified later by him in writing and such posting shall bedeemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any tenderer whose tax matters are not in order. Prior to the award of a tender the Department must be in possession of a tax clearance certificate, submitted by the tenderer. This certificate must be an original issued by the South African Revenue Services.