



STATE INFORMATION TECHNOLOGY AGENCY (PTY) LTD
 Registration number 1999/001899/07

INVITATION FOR BID

**YOU ARE HEREBY INVITED TO SUBMIT BIDS FOR THE REQUIREMENTS OF
 THE STATE INFORMATION TECHNOLOGY AGENCY**

BID NUMBER:	RFB 696/2009	
CLOSING DATE:	04 May 2009	
CLOSING TIME:	11:00AM	
BID VALIDITY PERIOD:	90 days (commencing from the RFB Closing Date)	
IMPORTANT:	A <u>Non-Compulsory</u> Briefing Session to be held on: Date: 17 April 2009 Venue: Council Chambers, Beaufort West Time: 10H00	
DESCRIPTION:	PROVISION OF MAINTENANCE AND SUPPORT SOLUTION TO BEAUFORT WEST MUNICIPALITY INFORMATION SYSTEMS (IS) FOR A PERIOD OF THREE (3) YEARS	
BID DOCUMENTS MAY BE POSTED TO:	OR	DEPOSITED IN THE BID BOX SITUATED AT:
The Head: Procurement Services		
SITA (Pty) Ltd	SITA Head Office	
P O Box 26100	459 Tsitsa Street (Main Gate)	
Monument Park	Erasmuskloof, Pretoria	
0105	0181	

Bidders should ensure that Bids are delivered in time to the correct address. If the bid is late, it shall not be accepted for consideration. The bid box is generally accessible 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (**NOT TO BE RE-TYPED**)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF THE BID, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO SHALL RESULT IN YOUR BID BEING DISQUALIFIED)

BIDDING STRUCTURE

Indicate the type of Bidding structure by marking with an 'X':	
Individual bidder	
Joint venture	
Consortium	
Subcontractors	
Other	

If individual bidder, indicate the following:	
Name of bidder	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

If Joint Venture or Consortium, indicate the following:	
Name of prime contractor	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

If Joint Venture or Consortium, indicate the following:	
Name of partners	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

If using other contractors:	
Name of prime contractor	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

HAS AN ORIGINAL TAX CLEARANCE CERTIFICATE/S BEEN SUBMITTED?

Yes		No	
-----	--	----	--

NOTE that if you have submitted an original tax clearance certificate before to SITA for any bid, it is not necessary for you to submit another tax clearance certificate while the company is still in possession of your valid and original tax clearance certificate. It is the duty of the bidder to ensure that each time a bid response is submitted, the tax clearance certificate they submitted previously is still valid on the closing date of the subsequent submission of a response for a particular RFB.

If NO, please indicate the expiry date of the tax clearance certificate that was previously submitted to SITA

D	D	M	M	Y	Y
---	---	---	---	---	---

HAS PROOF OF PAYMENT BEEN SUBMITTED?

Yes		No	
-----	--	----	--

IS THE BIDDING COMPANY A TERTIARY INSTITUTION OR A PUBLIC COMPANY?

Yes		No	
-----	--	----	--

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

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

SIGNATURE OF BIDDER (duly authorised)

.....

DATE

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED

.....

Contents

1	Confidential information disclosure notice.....	6
2	Introduction	6
3	Definitions	7
4	Acronyms and abbreviations.....	10
5	General rules and instructions	11
6	Response format	15
7	List of all personnel	16
8	Reasons for disqualification.....	16
10	Oral presentations and briefing sessions	17
11	General conditions of contract/bid	18
12	Evaluation criteria and methodology	23
Annex A :	Technical specification	24
Annex B :	Pricing schedule	33
Annex C :	Tax clearance requirements	39
Annex D :	Declaration of interest.....	42
Annex E :	National industrial participation	44
Annex F :	Preferential procurement	47
Annex G :	Declaration of bidders past supply chain practices.....	54
Annex H :	Approval of the BID document	Error! Bookmark not defined.

1 Confidential information disclosure notice

- 1.1 This document may contain confidential information that is the property of the State Information Technology Agency (Pty) Ltd and the client.
- 1.2 No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this Bid, without prior written permission from SITA (Pty) Ltd and the Client.
- 1.3 All copyright and Intellectual Property herein vests with SITA (Pty) Ltd and its Client.

2 Introduction

2.1 Purpose

- 2.1.1 The purpose of this request for Bid (RFB) is an invitation to potential suppliers (hereinafter referred to as "Bidders") to submit Bids for the items/products/solutions as detailed under annex A: Technical/solution specification.

2.2 Objectives

- 2.2.1 The following objectives must be achieved with the implementation of the above required solution:
- 2.2.2 Based on the Bids submitted and the outcome of the evaluation process according to the set evaluation criteria, SITA intends to select a preferred bidder/s with the view of concluding a service level agreement (SLA) where applicable with such successful bidder. The Bid shall be evaluated in terms of the PPPFA (90/10).

2.3 Queries

- 2.3.1 Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this RFB document, please refer queries, in writing, to the contact person(s) listed below. Under no circumstances may any other employee within SITA be approached for any information. Any such action might result in a disqualification of a response submitted in competition to the RFB. SITA reserves the right to place responses to such queries on the website.

Procurement Helpdesk	Telephone	0800 742 222
	E-mail	tenders@sita.co.za

3 Definitions

- 3.1 The State Information Technology Agency (Pty) Ltd [hereinafter referred to as SITA] is a company with limited liability duly incorporated in accordance with the Companies Act of the Republic of South Africa, company registration number 1999/001899/07, and in terms of the State Information Technology Agency Act No. 88 of 1998 [Hereinafter referred to as "SITA Act"] as amended by SITA Amendment Act (Act 38 of 2002).
- 3.2 SITA is mandated in accordance with section 7(g) of the Act to render ICT services to government departments, and to act as the procurement agency of the Government.
- 3.3 "**Acceptable Bid**" - means any bid, which, in all respects, complies with the specifications and conditions of the Request for Bid as set out in this document.
- 3.4 "**Bid**" - means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services or goods.
- 3.5 "**Bidders**" - means any enterprise, consortium or person, partnership, company, close corporation, firm or any other form of enterprise or person, legal or natural, which has been invited by SITA to submit a bid in response to this bid invitation.
- 3.6 "**Client**" - means Government departments, provincial and local administrations that participate in SITA procurement processes.
- 3.7 "**Comparative Price**" - means the price after deduction or addition of non-firm price factors, unconditional discounts, etc.
- 3.8 "**Consortium**" - means several entities joining forces as an umbrella entity to gain a strategic collaborative advantage by combining their expertise, capital, efforts, skills and knowledge for the purpose of executing this tender.
- 3.9 "**Disability**" - means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 3.10 "**Firm Price**" - means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy or tax which, in terms of a law or regulation is binding on the contractor and demonstrably has influence on the price of any supplies or the rendering cost of any service, for the execution of a contract.
- 3.11 "**Goods**" - means any work, equipment, machinery, tools, materials or anything of whatever nature to be rendered to SITA or SITA's delegate by the successful vendor in terms of this bid.

- 3.12 **"Historically Disadvantaged Individual"** (HDI) - means a South African citizen:
- 3.12.1 Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983, (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) (the Interim Constitution); and/or;
 - 3.12.2 who is a female; and/or;
 - 3.12.3 who has a disability;
 - 3.12.4 provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution is deemed not to be an HDI.
- 3.13 **"Hosting Partners"** - means companies who entered into an agreement with SITA in the areas of application management; application hosting, application service provision, and marketplace hosting are incorporated in this category.
- 3.14 **"Internal Collaboration"** - means collaborative arrangements within a group of companies or within various strategic business units/subsidiaries/operating divisions in order to gain a strategic position whilst sharing resources, profits and losses as well as risks.
- 3.15 **"Joint Ownership"** - (also known as equity JVs) means the establishment by two parent companies of a child company for a specific task within which both parent companies invest in order to overcome the limited capabilities vested within them in order that they can both benefit from the combined investment.
- 3.16 **"Joint Venture" - (Project)** means two or more businesses joining together under a contractual agreement to conduct a specific business enterprise with both parties sharing profit and losses. The venture is for one specific project only, rather than for a continuing business relationship as in a strategic alliance. It is about sharing risk with others and providing one or more missing and needed assets and competencies.
- 3.17 **"Licences"** - means conditional use of another party's intellectual property rights.
- 3.18 **"Management"** - in relation to an enterprise or business, means an activity inclusive of control, and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 3.19 **"Non-firm Price(s)"** - means all price(s) other than "firm" price(s).
- 3.20 **"Organ of State"** - means a constitutional institution defined in the Public Finance Management Act, Act 1 of 1999.
- 3.21 **"Person(s)"** - refers to a natural and/or juristic person(s).

- 3.22 **"Rand Value"** - means the total estimated value of a contract in Rand denomination, which is calculated at the time of proposal invitations and includes all applicable taxes and excise duties.
- 3.23 **"Successful Vendor"** - means the organization or person with whom the order is placed or who is contracted to execute the work as detailed in the bid.
- 3.24 **"Prime Vendor"** - means any person (natural or juristic) who forwards an acceptable proposal in response to this RFB with the intention of being the main contractor should the proposal be awarded to him/her.
- 3.25 **"Vendor Agent"** - means any person mandated by a prime vendor or consortium/joint venture to do business for and on behalf of, or to represent in a business transaction, the prime vendor and thereby acquire rights for the prime vendor or consortium/joint venture against SITA or an organ of state and incur obligations binding the prime vendor or consortium/joint venture in favour of SITA or an organ of state.
- 3.26 **"SMME"** - bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996).
- 3.27 **"Service Partners"** - means any successful vendor who is awarded the proposal or who entered into an agreement with SITA and/or its clients to offer consulting services in areas such as but not limited to, strategic e-business consulting, evaluation, implementation and continuous improvement or system integration.
- 3.28 **"Support Partners"** - means any successful vendor who entered into partnership agreement with SITA and/or its clients for the provision of support services to a specific solution.
- 3.29 **"Subcontracting"** - means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in executing part of a project in terms of a contract.
- 3.30 **"Trust"** - *means* the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 3.31 **"Trustee"** - *means* any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

4 Acronyms and abbreviations

4.1 The following acronyms and abbreviations are used in this proposal and must be similarly used in the proposal submitted in response and shall have the meaning ascribed thereto below.

Abbreviations/Acronyms	Description
BEE	Black Economic Empowerment.
BWM	Beaufort West Municipality
CPI	Consumer Price Index.
COTS	Commercial of the shelf system
DTI	Department of Trade and Industry
HDI	Historically Disadvantaged Individuals
EDMS	Electronic Document Management System
IS	Information Systems
ISO	International Standard Organization
IT	Information Technology
LAN	Local Area Network
NIA	National Intelligence Agency
OCR/ICR	Optical Character Recognition/Intellectual Character Recognition
OEM	Original Equipment Manufacturer
PPPFA	Preferential Procurement Policy Framework Act
RFB	Request for Bid
RFP	Request for Proposal
RSA	Republic of South Africa
SITA	State Information Technology Agency
SLA	Service Level Agreement
SW	Software
WAN	Wide Area Network
WF	Weighing factor

5 General rules and instructions

5.1 Confidentiality

- 5.1.1 The information contained in this document is of a confidential nature, and must only be used for purposes of responding to this RFB. This confidentiality clause extends to Bidder partners and/or implementation agents, whom the Bidder may decide to involve in preparing a response to this RFB.
- 5.1.2 For purposes of this process, the term "Confidential Information" shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party's strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know-how, architectural information, information contained in a party's software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or un-registered, or otherwise disclosed or communicated before or after the date of this process.
- 5.1.3 The receiving party shall not, during the period of validity of this process, or at any time thereafter, use or disclose, directly or indirectly, the confidential information of SITA (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.
- 5.1.4 The receiving party shall take all such steps as may be reasonably necessary to prevent SITA's confidential information coming into the possession of unauthorised third parties. In protecting the receiving party's confidential information, SITA shall use the same degree of care, which does not amount to less than a reasonable degree of care, to prevent the unauthorised use or disclosure of the confidential information as the receiving party uses to protect its own confidential information.
- 5.1.5 Any documentation, software or records relating to confidential information of SITA, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process:
- 5.1.5.1 shall be deemed to form part of the confidential information of SITA;

- 5.1.5.2 shall be deemed to be the property of SITA;
- 5.1.5.3 shall not be copied, reproduced, published or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and
- 5.1.54 shall be surrendered to SITA on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.

5.2 **News and press releases**

- 5.2.1 Bidders or their agents shall not make any news releases concerning this RFB or the awarding of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with SITA (Pty) Ltd and its Client.

5.3 **Precedence of documents**

- 5.3.1 This RFB consists of a number of sections (see list). Where there is a contradiction in terms between the clauses, phrases, words, stipulations or terms and herein referred to generally as stipulations in this RFB and the stipulations in any other document attached hereto, or the RFB submitted hereto, the relevant stipulations in this RFB shall take precedence.
- 5.3.2 Where this RFB is silent on any matter, the relevant stipulations addressing such matter and which appears in the PPPFA shall take precedence. Vendors shall refrain from incorporating any additional stipulations in its proposal submitted in terms hereof other than in the form of a clearly marked recommendation that SITA may in its sole discretion elect to import or to ignore. Any such inclusion shall not be used for any purpose of interpretation unless it has been so imported or acknowledged by SITA.
- 5.3.3 It is acknowledged that all stipulations in the PPPFA are not equally applicable to all matters addressed in this RFB. It however remains the exclusive domain and election of SITA as to which of these stipulations are applicable and to what extent. Vendors are hereby acknowledging that the decision of SITA in this regard is final and binding. The onus to enquire and obtain clarity in this regard rests with the vendor(s). The vendor(s) shall take care to restrict its enquiries in this regard to the most reasonable interpretations required to ensure the necessary consensus.

5.4 **Preferential Procurement Reform**

- 5.4.1 SITA supports Black Economic Empowerment as an essential ingredient of its business. In accordance with government policy, SITA insists that the private sector demonstrates its commitment and track record to Black

Economic Empowerment in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices (SMME Development) etc.

5.4.2 SITA shall apply the principles of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) to this proposal.

5.4.3 Vendors shall complete the preference certificate attached to this proposal. In the case of a consortium and sub contractors, the preference certificate must be completed for each legal entity (annex C).

5.5 **National Industrial Participation Programme**

5.5.1 The Industrial Participation (IP) policy, which was endorsed by Cabinet on 30 April 1997, is applicable to contracts that have an imported content. This programme is intended to enable the DTI to negotiate obligation agreements, such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development collaboration, with service that have imported content. Clearance must be obtained from the DTI prior the award of any bid that has imported content in excess of R10 million (ten million rands) (see Annex F – SBD 5)

5.6 **Language**

5.6.1 Bids shall be submitted in English.

5.7 **Gender**

5.7.1 Any word implying any gender shall be interpreted to imply all other genders.

5.8 **Headings**

5.8.1 Headings are incorporated into this proposal and submitted in response thereto, for ease of reference only and shall not form part thereof for any purpose of interpretation or for any other purpose.

5.9 **Security clearances**

5.9.1 Employees and subcontractors of the vendors **may** be required to be in possession of valid security clearances to the level determined by NIA or/or SITA commensurate with the nature of the project activities they are involved in. The cost of obtaining suitable clearances is for the account of the bidders. The vendors shall supply and maintain a list of personnel involved on the project indicating their clearance status.

5.10 **Occupational Injuries and Diseases Act 13 of 1993**

5.10.1 The Bidder warrants that all its employees (including the employees of any sub-contractor that may be appointed) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 13 of 1993 ("COIDA") and that the cover shall remain in force for the duration of the adjudication of this bid and/ or subsequent agreement. SITA reserves the right to request the Bidder to submit documentary proof of the Bidder's

registration and "good standing" with the Compensation Fund, or similar proof acceptable to SITA.

5.11 Formal contract

5.11.1 This RFB, all the appended documentation and the proposal in response thereto read together, forms the basis for a formal contract to be negotiated and finalised between SITA and/or its clients and the enterprise(s) to whom SITA awards the bid in whole or in part.

5.11.2 Any offer and/or acceptance entered verbally between SITA and any vendor, such offer shall not constitute a contract and thus not binding on the parties.

5.12 Instructions for submitting a proposal

5.12.1 One (1) original, three (3) hard copies and 1 (one) electronic copy (on CD) in **PDF format** of the Bid shall be submitted on the date of closure of the Bid.

5.12.1.1 **NOTE Pricing must be submitted in a separate sealed envelope.**

5.12.1.2 The original copy **must be signed in ink** by an authorised employee, agent or representative of the bidder and each and every page of the proposal shall contain the initials of same signatories.

5.12.2 Bidders shall submit proposal responses in accordance with the prescribed manner of submissions as specified above.

5.12.3 Bids must be submitted in a prescribed response format herewith reflected as **Response Format**, and be sealed in an envelope.

5.12.4 Bids must be deposited into SITA's Bid Box on or before **04 May 2009** not later than **11h00**. The Bid Box is situated at the Main Gate Entrance area of SITA Head Office in Erasmuskloof.

5.12.5 The physical size of the envelope must be limited to Depth = **750mm x Width = 380mm x Height = 140mm** as the bid box aperture cannot accommodate larger sizes.

5.12.6 All Bids in this regard shall only be accepted if they have been placed in the bid box before or on the closing date and stipulated time.

5.12.7 Bids received after the time stipulated shall not be considered.

5.12.8 Bid responses sent by post or courier must reach this office at least **36 hours** before the closing date to be deposited into the proposal box. Failure to comply with this requirement shall result in your proposal being treated as a "late proposal" and shall not be entertained. Such proposal shall be returned to the respective vendors.

5.12.9 **No proposal shall be accepted by SITA if submitted in any manner other than as prescribed above.**

6 Response format

6.1 Vendors shall submit response in accordance with the response format specified below. Failure to do so shall result rejecting vendor's response. No referrals may be made to comment. Failure to comply shall result in the vendor being penalised.

6.2 Schedule Index:

6.2.1 **Schedule 1:**Pages 1 – 25 of this RFB document

6.2.2 **Schedule 2:** Mandatory Documents

6.2.2.1 Original and valid Tax Clearance Certificate (no certified copy or scanned copies shall be accepted).

If a Consortium, Joint Venture or Subcontractor, an original and valid Tax Clearance Certificate must be submitted for each member.

NOTE If you have submitted an original tax clearance certificate before at SITA for any bid, it is not necessary for you to submit another tax clearance certificate again. It is the duty of the bidder to ensure that each and every time a bid response is submitted, the previously submitted tax clearance certificate is still valid at the closing date of the subsequent submission of a response for a particular RFB or RFQ.

6.2.2.2 Bid Receipt of R200.00 **(if Consortium, Joint Venture or Subcontractor, only one (1) payment per tender response must be submitted).**

6.2.2.3 **National Industrial Participation Programme Certificate from the DTI (read paragraph 5.5 in conjunction with annex E – SBD 5) (If applicable).**

6.2.3 **Schedule 3:** Executive Summary

6.2.4 **Schedule 4:** Technical/Functionality

6.2.5 **Schedule 5:** Price **(NOTE: Must be submitted in a separate envelope)**

6.2.6 **Schedule 6:** Participation goals (Preferential point's questionnaire)

6.2.7 **Schedule 7:** Declaration of interest

6.2.8 **Schedule 8:** Bidder Profile:

6.2.8.1 Credentials of the company/consortium members etc.

6.2.8.2 Structure of the company/ consortium members etc.

6.2.8.3 Partnership agreements/contracts

6.3 Bidder background information materials:

6.3.1 Bidder Operating Organisation – Provide an overview of the operating structure and geographical locations of the firm at the national, regional, and local levels.

- 6.3.2 Standards – Include information regarding your firm’s utilization of widely known Industry Standards and guidelines, as they apply to your firm, your firm’s proposal and proposed hardware assets.
- 6.3.3 Company Contact(s) – Provide the name, title, street address, city, state, telephone and fax numbers and e-mail of the primary company’s contact person, and for any sub-Contractors.
- 6.3.4 Corporate Financial Status - Provide audited financial statements from the most recent fiscal year, and the preceding two fiscal years. Include confirmation by a qualified independent auditor that the financial position of the company is sound.
- 6.3.4.1 Indicate the percentage of total annual revenue that the proposed service generated for the most recent and the preceding two fiscal years.

7 List of all personnel

- 7.1 List of all personnel to be assigned to this project, by employer, identifying their qualifications to perform the tasks or functions to be assigned.
- 7.2 Identify key personnel, by employer (include subcontractor(s)), and provide contact information.

8 Reasons for disqualification

- 8.1 SITA reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder shall be notified in writing of such disqualification:
- 8.1.2 bidders who do not submit a valid and original Tax Clearance Certificate on the closing date and time of the bid;
- 8.1.3 bidders who submitted incomplete information and documentation according to the requirements of this RFB;
- 8.1.4 bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, BEE credentials, experience, etc.;
- 8.1.5 bidders who received information not available to other vendors through fraudulent means; and/or
- 8.1.6 bidders who do not comply with *mandatory requirements* as stipulated in this RFB.
- 8.2 There shall be **no public opening** of the Bids received; however, the list of bids received may be published on the SITA website. There shall be no discussions with any enterprise until evaluation of the proposal has been complete. Any subsequent

discussions shall be at the discretion of SITA. Unless specifically provided for in the proposal document, bids submitted by means of telegram, telex, facsimile or similar means shall not be considered.

- 8.3 No Bids from any bidder with offices within the RSA shall be accepted if sent via the Internet or e-mail. However Bids from international bidders with no office or representation in the RSA shall be accepted if received via the Internet or e-mail before the closing date and time.
- 8.3.1 Such Bids shall not be made available for evaluation until the original signed documentation is received within three (3) working days after the closing date, otherwise the proposal shall be disqualified. International bidders must submit proof that they do not have any offices or representation in South Africa.
- 8.4 All questions in respect of this proposal must be addressed by e-mail to: tenders@sita.co.za.

9 Bid preparation

- 9.1 All additions to the proposal documents i.e. annexes, supporting documentation pamphlets, photographs, technical specifications and other support documentation covering the equipment offered etc. shall be neatly bound as part of the schedule concerned.
- 9.2 All responses regarding questions posed in the annex attached herewith shall be answered in accordance with the prescribed **RFB Response Format**.

10 Oral presentations and briefing sessions

- 10.1 Bidders who submit Bids in response to this RFB may be required to give an oral presentation, which may include, but is not limited to, an equipment/service demonstration of their proposal to SITA. This provides an opportunity for the vendor to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. SITA shall schedule the time and location of these presentations. Oral presentations are an option of SITA and may or may not be conducted.
- 10.2 A **non-compulsory** briefing session shall be held on **17 April 2009** at **Council Chambers, Church Street, Beaufort West @ 10h00**.
- 10.3 All questions after the compulsory information/briefing session must be sent per e-mail to tenders@sita.co.za **on or before 24 April 2009**.
- 10.4 Any bidder who has reasons to believe that the tender specification is based on a specific brand must inform SITA not later than ten days after the publication of the bid.

11 General conditions of bid and conditions of contract

11.1 Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly state either "Comply/Accept (with a √)" or "Do not comply/Do not accept (with an X)" regarding compliance with the requirements. Where necessary, the bidder shall substantiate their response to a specific question.

NOTE: It is mandatory for bidders to complete or answer this part fully (11.2 to 11.28); otherwise their bid shall be treated as incomplete and shall be disqualified. Refer to paragraph 8 of this document (reasons for disqualification).

11.1A

This bid is subject to the General Conditions of Contract stipulated in Annexure A of this document.	Accept	Do not accept

11.2

The laws of the Republic of South Africa shall govern this RFB and the bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.	Accept	Do not accept

11.3

SITA shall not be liable for any costs incurred by the bidder in the preparation of response to this RFB. The preparation of response shall be made without obligation to acquire any of the items included in any bidder's proposal or to select any proposal, or to discuss the reasons why such vendor's or any other proposal was accepted or rejected.	Accept	Do not accept

11.4

SITA may request written clarification or further information regarding any aspect of this proposal. The bidders must supply the requested information in writing within twenty four (24) hours after the request has been made, otherwise the proposal may be disqualified.	Accept	Do not accept

11.5

In the case of Consortium, Joint Venture or subcontractors, bidders are required to provide copies of signed agreements stipulating the work split and Rand value.	Accept	Do not accept

11.6

In the case of Consortium, Joint Venture or subcontractors, all bidders are required to provide mandatory documents as stipulated in schedule 1 of the Response format.	Accept	Do not accept

11.7

SITA reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest bidder or award parts of the proposal to different bidders, or not to award the proposal at all.	Accept	Do not accept

11.8

Where applicable, bidders who are distributors, resellers and installers of network equipment are required to submit back-to-back agreements and service level agreements with their principals.	Accept	Do not accept

11.9

By submitting a proposal in response to this RFB, the bidders accept the evaluation criteria as it stands.	Accept	Do not accept

11.10

Where applicable, SITA reserves the right to run benchmarks on equipment during the evaluation and after the evaluation.	Accept	Do not accept

11.11

SITA reserves the right to conduct a pre-award survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFB and supporting documents.	Accept	Do not accept

11.12

Only the solution commercially available at the proposal closing date shall be considered. No Bids for future solutions shall be accepted.	Accept	Do not accept

11.13

<p>The bidder should not qualify the proposal with own conditions.</p> <p>Caution: If the bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response shall be declared invalid.</p>	Accept	Do not accept

11.14

<p>Should the bidder withdraw the proposal before the proposal validity period expires, SITA reserves the right to recover any additional expense incurred by SITA having to accept any less favourable proposal or the additional expenditure incurred by SITA in the preparation of a new RFB and by the subsequent acceptance of any less favourable proposal.</p>	Accept	Do not accept

11.15

<p>Delivery of and acceptance of correspondence between SITA and the bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party's postal address or address for service of legal documents shall be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd.</p>	Accept	Do not accept

11.16

<p>Should the parties at any time before and/or after the award of the proposal and prior to, and-or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. SITA shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations.</p> <p>Such cancellation shall mean that SITA reserves the right to award the same proposal to next best bidders as it deems fit.</p>	Accept	Do not accept

11.17

In the case of a consortium or JV, each of the authorised enterprise's members and/or partners of the different enterprises must co-sign this document.	Accept	Do not accept

11.18

Any amendment or change of any nature made to this RFB shall only be of force and effect if it is in writing, signed by SITA signatory and added to this RFB as an addendum.	Accept	Do not accept

11.19

Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party's right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.	Accept	Do not accept

11.20

Bidders who make use of subcontractors. The proposal shall however be awarded to the Vendor as a primary contractor who shall be responsible for the management of the awarded proposal. No separate contract shall be entered into between SITA and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.	Accept	Do not accept

11.21

All services supplied in accordance with this proposal must be certified to all legal requirements as per the South African law.	Accept	Do not accept

11.22

No interest shall be payable on accounts due to the successful vendor in an event of a dispute arising on any stipulation in the contract.	Accept	Do not accept

11.23

<p>Evaluation of Bids shall be performed by an evaluation panel established by SITA.</p> <p>Bids shall be evaluated on the basis of conformance to the required specifications as outlined in the RFB. Points shall be allocated to each bidder, on the basis that the maximum number of points that may be scored for a combination of functionality and price is 90, and the maximum number of preference points that may be claimed for BEE (according to the PPPFA) is 10.</p>	Accept	Do not accept

11.24

<p>If the successful bidder disregards contractual specifications, this action may result in the termination of the contract.</p>	Accept	Do not accept

11.25

<p>The bidders' response to this Tender, or parts of the response, shall be included as a whole or by reference in the final contract.</p>	Accept	Do not accept

11.26

<p>Should the evaluation of this bid not be completed within the validity period of the bid, SITA has discretion to extend the validity period.</p>	Accept	Do not accept

11.27

<p>Upon receipt of the request to extend the validity period of the bid, the bidder must respond within the required time frames and in writing on whether or not he agrees to hold his original bid response valid under the same terms and conditions for a further period.</p>	Accept	Do not accept

11.28

<p>Should the bidder change any wording or phrase in this document, the bid shall be evaluated as though no change has been effected and the original wording or phrasing shall be used.</p>	Accept	Do not accept

12 Evaluation criteria and methodology

12.1 The evaluation of the Bids shall be based on the 90/10 PPPFA principle and the points for evaluation criteria are as follows:

Price and functionality points	90
Preferential points/BEE	10
Total	100 points

12.2 All Bids received will be evaluated by a panel using the preference points system as stipulated in the Preferential Procurement Regulations.

12.3 All functional/ technical requirements are MANDATORY and failure to comply with anyone of the requirements will lead to the bidder being disqualified

Annexure A: Technical specification

1 Special instructions to vendors

- 1.1 Should a vendor have reasons to believe that the Technical Specification is not open and/or is written for a particular brand or product; the vendor shall notify Procurement Services within ten (10) days after publication of the bid.

2. Background

The Beaufort West Municipality at an administrative level consists of 6 Directorates that each have its own IT Services. The development of the Beaufort West Municipality in terms of its ICT maturity has taken place incrementally and over time, and is today reflected in its approach to ICT acquisitions and service contracting. This has led to disparate ICT development trends in various areas of the municipal directorates.

IT Controls for the municipality requires attention and to this effect the Municipal Manager has approved the solicitation of assistance to improve this situation.

2.1 Business objective

The business objective is for the Beaufort West Municipality to establish a relationship with an IT Outsource partner that will assist the municipality with:

- 2.1.1 Consolidation of the Municipality's IT Infrastructure over the medium term.
- 2.1.2 Advice and implementation of improvements in the IT controls that exist based on best practise such as Cobit.
- 2.1.3 Advice and implementation of processes for IT Operation in line with the ITIL framework.
- 2.1.4 Source, supply and installation of its IT Hardware, Software and Peripheral requirements.
- 2.1.5 Provision of Maintenance and Support of the IT Infrastructure, including Hardware, Software and Networks.

These objectives will provide the municipality with the following advantages:

- ⊕ Efficiencies through consolidation of the IT Infrastructure.
- ⊕ Policies and Procedures governing IT Operations
- ⊕ Appropriate controls on all its Systems protecting data integrity
- ⊕ Economies of scale associated with consistent IT Hardware standards.
- ⊕ A supplied IT Service that is consistent throughout the Municipality.
- ⊕ A common IT architecture for the Municipality.

2.2 Scope

The scope of the services to be provided is analysed in terms of Organisational, Services and Technical requirements. The services will be required for a period of three years, wherein phase 1 (year 1) of the project will only apply to the Finance Directorate and phase 2 of the remaining two (2) years will include all the six (6) directorates of the municipality.

The following Additional information has been attached and should provide more input to the project:

- Traffic Information System
- Municipal website information
- Baud – Asset management
- Unique Pay Point Systems

Organisational Scope

The Municipality consists of the following directorates that forms part of the scope:

- ⊕ Treasury (Finance)
- ⊕ Corporate Services
- ⊕ Engineering
- ⊕ Electrical
- ⊕ Community Services including Traffic, Housing, Environmental and Waste Management.
- ⊕ Municipal Management

The above directorates are based in Beaufort West town with satellite offices in:

- ⊕ Nelspoort
- ⊕ Merweville
- ⊕ Rustdene
- ⊕ Kwa Mandlenkosi
- ⊕ Nieveld Park
- ⊕ Hillside

The organisation consists of 344 staff members, distributed across the above locations.

Service Scope

- ⊕ Maintenance and support of the Mikro Tik Routers including consolidation of the disparate current Wireless Networks creating a single Wireless WAN for the Municipality.
- ⊕ Desktop Support for all Directorates in terms of Hardware and Applications in the Windows, Linux and Open source environments, including Sebata FMS.
- ⊕ Maintenance and support of the Windows and Linux Servers.
- ⊕ Maintenance of the Municipal Website: www.Beaufortwestmun.co.za
- ⊕ Network Administration and Logical Control.
- ⊕ Installation of Physical Access Control to Server Rooms.
- ⊕ Back-up, Recovery of all critical municipal data.
- ⊕ Consulting Services to develop IT Plans, Policies, Procedures covering:
 - Change Control procedures.
 - IT Security.
 - Disaster Recovery and Business Continuity Plans.
 - Advice on corrective actions where IT controls is of concern.
 - Operator and User Manuals where appropriate.
 - Advice on budgeting for IT requirements
 - Establishment of IT Steering committee
 - Recommendation on installation of access control to Server rooms

Technical Scope

The various technical domains to be serviced by prospective respondents are as follows:

⊕ **Desktop**

- Approx 80 Desktops
- Approx 52 Printers (19 Networked)
- Other 12 (fax, scanners, plotters)

⊕ **Servers**

- Rack Servers
- Windows
- Linux

⊕ **Operating Systems**

- Windows XP, Linux
- Windows 2000, Windows 98, Windows Vista
- Linux
- OpenSource

⊕ **Networks**

- 12 Mikro Tik Wireless Routers (WAN)
- Wireless LAN (WiFi Hotspots)
- 1 managed layer 2 switch
- 08 unmanaged switches
- 1 print server
- Ethernet Cabling
- 5 Routers
- 12 Switches / Hubs
- 2 Telkom ADSL lines + 1 x 128 Kbit

⊕ **Databases**

- MySQL
- Pervasive SQLV9

⊕ **Software**

- MS Office
- Mozilla firefox
- Zimbra Collaboration Suite
- Samba Server
- Squid Proxy Server
- Hylafax server
- Shorewall firewall
- Apache server
- Rdiff and Rsync backup
- F-Secure Anti – Virus
- Bind DNS server
- Linux DHCPD
- Administrator/ Quidity
- SEBATA FMS

⊕ **Other Systems**

- Baud – Asset management
- Unique Pay Point Systems

3. Mandatory Requirements

3.1.

The bidder must have knowledge, expertise and 2 years experience in working with Local Government, especially IT plans, policies, and procedures.	Comply	Not comply
Provide at least two customer reference(s) with similar work in Local Government		
Substantiate / Comments		

3.2

Support must be available on-site (24 hours for 7 days a week) including weekend public holidays (option 1)	Comply	Not comply
Support must be available on-site (8 hours for 5 days a week) (option 2)		
Substantiate / Comments		

3.3

The mean time to repair must be 4 hours for all queries.	Comply	Not comply
Substantiate / Comments		

3.4

The Bidder must provide contact details of all relevant standby technicians required for after-hours support should such be required by the municipality.	Comply	Not comply
Substantiate / Comments		

3.5

Response time must be within two (2) hours of reporting.	Comply	Not comply
Substantiate / Comments		

3.6

<p>The bidder must provide for Hardware maintenance and support on the following:</p> <ul style="list-style-type: none"> o Approx 80 Desktops o Approx 52 Printers (19 Networked) o Servers (6 track) o Other 12 (fax, scanner, plotters) 	<p>Comply</p>	<p>Not comply</p>
<p>Substantiate/Comments</p>		

3.7

<p>The bidder must provide Network maintenance and support in respect of :</p> <ul style="list-style-type: none"> o 12 Mikro Tik Wireless Routers (WAN) o Wireless LAN (WiFi Hotspots) o 1 managed layer 2 switch o 08 unmanaged switches o 1 print server o Ethernet Cabling o 5 Routers o 12 Switches / Hubs o 2 Telkom ADSL lines + 1 x 128 Kbit 	<p>Comply</p>	<p>Not comply</p>
<p>Substantiate/Comments</p>		

3.8

<p>The bidder must provide for renewal and validation of the following Software licences :</p> <ul style="list-style-type: none"> ○ MS Office ○ Mozilla firefox ○ Zimbra Collaboration Suite ○ Samba Server ○ Squid Proxy Server ○ Hylafax server ○ Shorewall firewall ○ Apache server ○ Rdiff and Rsync backup ○ F-Secure Anti – Virus ○ Bind DNS server ○ Linux DHCPD ○ Administrator/ Quidity ○ SEBATA FMS ○ ESET NOD 32 	Comply	Not comply
Substantiate/Comments		

3.9

<p>The solution should provide for maintenance and support of the other Municipal Systems:</p> <ul style="list-style-type: none"> • Baud- Asset Management(See Annexure) • Unique Pay Point System 	Comply	Not comply
Substantiate/Comments		

3.10

<p>The bidder must provide for Database support in respect of:</p> <ul style="list-style-type: none"> ○ MySQL ○ Pervasive SQLV9 	Comply	Not comply
Substantiate/Comments		

3.11

<p>The bidder must provide for maintenance of the municipal website, www.beaufortwestmun.co.za</p>	Comply	Not comply
Substantiate/Comments		

3.12

The bidder must provide for Network Administration and Logical Control.	Comply	Not comply
Substantiate/Comments		

3.13

The bidder must provide for onsite and off site Back-up / Recovery of all critical municipal data	Comply	Not comply
Substantiate/Comments		

3.14

The bidder must ensure consolidation of the disparate current Wireless Networks creating a single Wireless WAN for the Municipality.	Comply	Not comply
Substantiate/Comments		

3.15

The bidder must provide a full ICT Network diagram and a maintenance and replacement program with full detail of each item of IT equipment	Comply	Not comply
Substantiate/Comments		

3.16

The bidder must provide for integration of the traffic department information system also be integrated with the municipal I.T systems	Comply	Not comply
Substantiate/Comments		

3.17

	Comply	Not comply
<p>The bidder must provide for Consulting Services to develop IT Plans, Policies, Procedures covering :</p> <ul style="list-style-type: none"> ○ Change Control procedures. ○ IT Security. ○ Disaster Recovery and Business Continuity Plans. ○ Advice on corrective actions where IT controls is of concern. ○ Operator and User Manuals where appropriate ○ the establishment of an IT steering committee and attendance/facilitation of IT steering committee meetings; ○ advisory services on budgeting for IT requirements ○ recommendation on installation of access control to the server rooms 		
Substantiate/Comments		

3.18

	Comply	Not comply
<p>The bidder must make provision for skills transfer to the following 20 employees:</p> <ul style="list-style-type: none"> • 1 IT officer • 19 employees from other units 		
Substantiate / Comments		

Annex B :Pricing schedule

- 1 Please indicate your total bid price here: R..... (compulsory)
- 2 **Important: It is mandatory to indicate your total bid price as requested above. This price must be the same as the total bid price you submit in your pricing schedule. Should the total bid prices differ, the one indicated above shall be considered the correct price.**

- 3 **NOTE All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).**

- 4 Are the rates quoted firm for the full period of the contract?

YES	NO
-----	----

- 5 **Mandatory:** If not firm for the full period, provide details of the basis on which adjustments shall be applied e.g. CPI, and also details of the cost breakdown.

Basis of adjustment:		
Cost Breakdown:		

- 6 The following exchange rates on **02/04/2009** at **10h00** must be used:

R 9.38 = 1 US dollar

R 13.80 = 1 Euro

R 12.96 = 1 Pound

- 7 **NOTE:** All the consortium or joint venture partners must submit a complete set of the latest audited financial statements.

8

The cost of installation, delivery, site preparation etc. must be included in this proposal.	Comply	Not comply
Substantiate / Comments		

9

Yearly increases in the maintenance cost must be clearly indicated.	Comply	Not comply
Substantiate / Comments		

10

Yearly price increases on maintenance and licence fees must not exceed the CPI, with the anniversary date of the contract as baseline.	Comply	Not comply
Substantiate / Comments		

11

No price adjustments that are 100% linked to exchange rate variations shall be allowed.	Comply	Not comply
Substantiate / Comments		

12

The bidder must indicate clearly which portion of the purchase price as well as the monthly costs is linked to the exchange rate.	Comply	Not comply
Substantiate / Comments		

13

All additional costs must be clearly specified.	Comply	Not comply
Substantiate / Comments		

COSTING MODEL

Option 1

	Description	Monthly fee	Annual Fee
1	Maintenance & Support(24x7)		
1.1	Year 1 (Finance)	R	R
1.2	Year 2 (incl. escalation fee)	R	R
1.3	Year 3 (incl. escalation fee)	R	R
2	IT Consulting Services	R	R
3	Other costs	R	R
TOTAL BID PRICE(Vat Inclusive)			

OPTION 2

	Description	Monthly fee	Annual Fee
1	Maintenance & Support(8X5)		
1.1	Year 1 (Finance)	R	R
1.2	Year 2 (incl. escalation fee)	R	R
1.3	Year 3 (incl. escalation fee)	R	R
2	IT Consulting Services	R	R
3	Other costs	R	R
TOTAL BID PRICE(Vat Inclusive)			

Notes: The following information should be used to determine costs for Year 1 (applicable to Finance Department only)

Description	Quantity
HARDWARE	
PC's	38
LAPTOP	3
PRINTERS	34
FAX/SCANNERS	4
WINDOWS SERVERS	2
LINUX SERVERS	1
OPERATING SYSTEMS	
WINDOWS 98,2000,PROFESSIONAL,NT,VISTA	

LINUX	
OPEN SOURCE	
NETWORKS	
MIKRO TIK WIRELESS ROUTERS	7
SWITCHES/HUB	5
TELKOM ADSL LINES	1
DATA BASE	
PERVASIVE SQL V9	
SOFTWARE	
MS OFFICE	
ZIMBRA COLLABORATION SUITE	
F-SECURE ANTI VIRUS	
ESET NOD 32 ANTI VIRUS	
SEBATA FMS	
PC ANY WARE V 11.5	
OTHER SYSTEMS	
BAUD	
UNIQUE PAY POINT SYSTEMS:	
CASHFLOW MANAGEMENT SYSTEM V2.2 (TELBIT)	
ABSA CASH FOCUS	
GEO REALITY CREDIT CONTRL SYSTEM	
SOFTWARE	
MS OFFICE	
ZIMBRA COLLABORATION SUITE	
F-SECURE ANTI VIRUS	
ESET NOD 32 ANTI VIRUS	
SEBATA FMS	
PC ANY WARE V 11.5	

Price Declaration Form

Dear Sir,

Having read through and examined the Bid Document, Tender no **RFB696/09**, the General Conditions, the Requirements and all other Annexes to the Bid Document, we offer to provide **IT Maintenance and Support Service to Beaufort West Municipality** as detailed in the RFB, for the total Bid Price of: R_____

(including VAT)

In Words: _____

_____(including VAT)

We confirm that this price covers all activities associated with the **Provision of IT Maintenance and Support Service to Beaufort West Municipality** including but not limited to the supply of all required Software Licences, Implementation Activities, Project Management, and Maintenance & Support for 3 years. We confirm that SITA will incur no additional costs whatsoever over and above this amount in connection with the supply of this solution.

We further confirm that all licences required for complete implementation of the solution, and the costs associated therewith, as well as any licences that may be required for future expansion have been fully described and disclosed in this document.

We undertake to hold this offer open for acceptance for a period of **90 days** from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with delivery when required to do so by the Client.

Moreover, we agree that until formal Contract Documents have been prepared and executed, this Form of Tender, together with a written acceptance from the Client shall NOT constitute a binding agreement between us, governed by the terms and conditions set out in this Request for Proposals.

We understand that you are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this tender.

We hereby undertake for the period during which this bid remains open for acceptance not to divulge to any persons, other than the persons to whom the bid is submitted, any information relating to the submission of this bid or the details therein except where such is necessary for the submission of this bid.

SIGNED

DATE

(Print name of signatory)

Designation

**FOR AND ON BEHALF
OF:**

COMPANY NAME

Tel No

Fax No

Cell No

NOTE: The pricing must be submitted in a separate envelope.

Annex C : Tax clearance requirements

SBD 2

- 1 It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 2 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate requirements are also applicable to foreign bidders/individuals who wish to submit bids.
- 3 SARS shall then furnish the bidder with a Tax Clearance Certificate that shall be valid for a period of one (1) year from the date of approval.
- 4 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate shall result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate shall not be acceptable.
- 5 In bids where Consortia / Joint Ventures / subcontractors are involved, each party must submit a separate Tax Clearance Certificate.
- 6 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 7 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers shall need to register with SARS as eFilers through the website www.sars.gov.za.

Jeyrel:\Mdk416-SBD2 tax clearance



TAX CLEARANCE

Application for a Tax Clearance Certificate

Purpose

Select the applicable optionTenders Good standing

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)												
Trading name (if applicable)												
ID/Passport no					Company/Close Corp. registered no							
Income Tax ref no					PAYE ref no	7						
VAT registration no	4				SDL ref no	L						
Customs code					UIF ref no	U						
Telephone no	CODE	NUMBER			Fax no	CODE	NUMBER					
E-mail address												
Physical address												
Postal address												

Particulars of representative (Public Officer/Trustee/Partner)

Surname												
First names												
ID/Passport no					Income Tax ref no							
Telephone no	CODE	NUMBER			Fax no	CODE	NUMBER					
E-mail address												
Physical address												

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Audit

Are you currently aware of any Audit investigation against you/the company?.....

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of or .

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

--

Signature of representative/agent Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

--

Signature of applicant/Public Officer Date

Name of applicant/Public Officer

Notes:

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) reply to or answer truly and fully, any questions put to him ...
 As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS shall, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate shall only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

Annex D : Declaration of interest

SBD 4

- 1 Any legal person, including persons employed by the principal, or persons having a kinship with persons employed by the principal, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the principal, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where:
 - 1.1 the bidder is employed by the principal; and/or
 - 1.2 the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
- 2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 2.1 Are you or any person connected with the bidder, YES/NO
employed by the principal?
 - 2.1.1 If so, state particulars.
.....
.....
 - 2.2 Do you, or any person connected with the bidder, have YES/NO
any relationship (family, friend, other) with a person
employed by the principal and who may be involved
with the evaluation and/or adjudication of this bid?
 - 2.2.1 If so, state particulars.
.....
.....
 - 2.3 Are you, or any person connected with the bidder, aware of any YES/NO
relationship (family, friend, other) between the bidder and any
person employed by the principal who may be involved with the
evaluation and or adjudication of this bid?

2.3.1 If so, state particulars.

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

DECLARATION

I, the undersigned (name).....

Certify that the information furnished in paragraphs 2.1 to 2.3.1 above is correct.

I accept that the principal may act against me in terms of paragraph 11 of general conditions of contract should this declaration prove to be false.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Annex E : National industrial participation

SBD 5

This document must be signed and submitted together with your bid
THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million shall have an NIP obligation. This threshold of US\$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US\$10 million. or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.

or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content shall exceed US\$10 million. or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above shall amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million rand), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million rand) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1

(d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million rand), to contact and furnish the DTI with the following information:

- bid or contract number.
- description of the goods, works or services.
- date on which the contract was accepted.
- name, address and contact details of the government institution.

- value of the contract.
- imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted at telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps shall be followed:

- a. the contractor and the DTI shall determine the NIP obligation;
- b. the contractor and the DTI shall sign the NIP obligation agreement;
- c. the contractor shall submit a performance guarantee to the DTI;
- d. the contractor shall submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor shall submit detailed business plans outlining the business concepts;
- f. the contractor shall implement the business plans; and
- g. the contractor shall submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number.....	Closing date.....
Name of bidder.....	
Postal address.....	
.....	
Signature.....	Name(in print).....
Date.....	

Annex F : Preferential procurement

SBD 6.1

Preference points claim form in terms of the preferential procurement regulations 2001

PURCHASES

This preference form must form part of all bids invited. It contains general information and serves as a claim form for Historically Disadvantaged Individual (HDI) preference points as well as a summary for preference points claimed for attainment of other specified goals.

Note: Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of equity ownership by historically disadvantaged individuals (HDIs), as prescribed in the preferential procurement regulations, 2001.

1 General conditions

1.1 The following preference point systems are applicable to all bids:

- a) the 80/20 system for requirements with a Rand value of up to R500,000.00; and
- b) the 90/10 system for requirements with a Rand value above R500,000.00

1.2 The value of this bid is estimated to exceed/not exceed R500,000.00 and therefore the90/10..... system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) price; and
- (b) specific contract participation goals, as specified in the attached forms.

1.3.1 The points for this bid are allocated as follows:

1.3.1.1	PRICE	POINTS 90
---------	--------------	----------------------------

1.3.1.2 SPECIFIC CONTRACT PARTICIPATION GOALS

(a) Historically disadvantaged individuals:	10
--	-----------

- | | |
|---|---|
| (i) who had no franchise in national elections before the 1983 and 1993 Constitutions | 4 |
| (ii) who is a female | 3 |
| (iii) who has a disability | 3 |

(b) Other specific goals (goals of the RDP - plus local manufacture)	
---	--

- | | |
|-------|-------|
| (i) | |
| (ii) | |
| (iii) | |

Total points for price, HDIs and other RDP goals must not exceed 100

Separate Preference Points Claim Forms will be used for the promotion of the specific goals for which points have been allocated in paragraph 1.3.1.2 (b) above.

- 1.4 Failure on the part of a bidder to complete and/or to sign this form may be interpreted to mean that preference points are not claimed.
- 1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the purchaser.

2 General definitions

- 2.1 **"Acceptable bid"** means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.
- 2.2 **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.
- 2.3 **"Comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 2.4 **"Consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.5 **"Contract"** means the agreement that results from the acceptance of a bid by an organ of state.
- 2.6 **"Specific contract participation goals"** means the goals as stipulated in the Preferential Procurement Regulations 2001.
 - 2.6.1 In addition to abovementioned goals, the Regulations [12.(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.
- 2.7 **"Control"** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 2.8 **"Disability"** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 2.9 **"Equity Ownership"** means the percentage of ownership and control, exercised by individuals within an enterprise.
- 2.10 **"Historically Disadvantaged Individual (HDI)"** means a South African citizen
 - (1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) ("the interim Constitution); and/or
 - (2) who is a female; and/or

(3) who has a disability:

provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI;

- 2.11 **"Management"** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 2.12 **"Owned"** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 2.13 **"Person"** includes reference to a juristic person.
- 2.14 **"Rand value"** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.
- 2.15 **"Small, Medium and Micro Enterprises (SMMEs)"** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No. 102 of 1996).
- 2.16 **"Subcontracting"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 2.17 **"Trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 2.18 **"Trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3 Establishment of HDI equity ownership in an enterprise

- 3.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals classified as HDIs, or in the case of a company, the percentage of shares that are owned by individuals classified as HDIs, who are actively involved in managing and the daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.
- 3.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

4 Adjudication using a point system

- 4.1 The bidder obtaining the highest number of points shall be awarded the contract.
- 4.2 Preference points shall be calculated after prices have been brought to a comparative basis.
- 4.3 Points scored will be rounded off to 2 decimal places.
- 4.4 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.

5 **Points awarded for price**

5.1 **The 80/20 or 90/10 preference point systems**

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

90/10

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

Where:

P_s = Points scored for price of bid under consideration

P_t = Rand value of bid under consideration

P_{\min} = Rand value of lowest acceptable bid

6 **Points awarded for HDIs**

6.1 In terms of Regulation 13 (2) preference points for HDIs are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed in Regulation 13 (5) (c):

$$NEP = NOP \times \frac{EP}{100}$$

Where:

NEP = Points awarded for equity ownership by an HDI

NOP = The maximum number of points awarded for equity ownership by an HDI in that specific category

EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with the definition of HDIs.

6.2 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in managing the trust.

6.3 Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.

6.4 **Listed companies and tertiary institutions do not qualify for HDI preference points.**

6.5 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI-members, be entitled to preference points in respect of an HDI.

6.6 A person awarded a contract as a result of preference for contracting with, or providing equity ownership to an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for the same number or more preference for equity ownership.

7 Bid declaration

7.1 Bidders who claim points in respect of equity ownership must complete the Bid Declaration at the end of this form.

8 Equity ownership claimed in terms of paragraph 2.9 above. Points to be calculated from information furnished in paragraph 9.8.

Is the company a tertiary institution or a public company listed on JSE

Yes		No	
-----	--	----	--

Ownership	Percentage owned	Points claimed
8.1 Equity ownership by persons who had no franchise in the national elections	%
8.2 Equity ownership by women	%
8.3 Equity ownership by disabled persons*	%

*If points are claimed for disabled persons, indicate nature of impairment (see paragraph 2.8 above)

.....

9 Declaration with regard to equity

9.1 Name of firm :

9.2 VAT registration number :

9.3 Company registration number:

9.4 Type of firm

- Partnership
- One person business/sole trader
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 Describe principal business activities

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

9.6 Company classification

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 **Total number of years the firm has been in business?**

9.8 **List all Shareholders by name, position, identity number, citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 8.**

Name	Date/Position occupied in Enterprise	ID number	Date RSA Citizenship obtained	* HDI Status			% of business / enterprise owned
				No franchise prior to elections	Women	Disabled	

***Indicate YES = Did not have franchise in the National elections (see para. 2.10 for complete definition) and am therefore entitled to claim preference points**
NO = Had franchise prior to National elections (see para. 2.10 for complete definition) and am therefore not entitled to claim preference points

9.9 **Consortium / Joint Venture**

9.9.1 In the event that preference points are claimed for HDI members by consortia or joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member:

Name of Consortium/JV partner	Name of HDI member (to be consistent with paragraph 9.8)	Percentage (%) of the contract value managed or executed by the HDI member

9.10 I/we, the undersigned, who warrant/s that he/she is duly authorised to do so on behalf of the firm, certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference/s shown and I/we acknowledge that:

- (i) the information furnished is true and correct;
- (ii) the equity ownership claimed is 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 para. 8, the contractor may be required to

furnish documentary proof to the satisfaction of the purchaser that the claims are correct; and

- (iv) if the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have:
 - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (b) cancel the contract and claim any damages that it has suffered as a result of having to make less favourable arrangements due to such cancellation; and/or
 - (c) impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid.

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)

2.

DATE:.....

ADDRESS:.....

.....

.....

.....

Separate Preference Claim forms [SBD 6.3 -6.12] must be used for the promotion of the specific goals for which points have been allocated in paragraph 1.3.1.2 (b) above.

Annex G : Declaration of bidders past supply chain practices

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have:
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Item	Question	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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 Bidder