



DEPARTMENT OF FINANCIAL SERVICES

SUPPLY CHAIN MANAGEMENT UNIT (SCMU)

TENDER DOCUMENT

TENDER NUMBER: SCM/2025/40/CORP

TENDER DESCRIPTION: PROVISION OF WEBSITE MAINTENANCE & SUPPORT SERVICES.

CLOSING DATE: 29 November 2024 VERY IMPORTANT:

CLOSING TIME: 12H00

Tender Box at: Bitou Municipality  
Supply Chain Management Unit  
Shop 59, 2nd Floor, Melville's Corner  
C/o Main & Marine Drive  
Plettenberg Bay

1. All bids must be submitted on the official forms – (not to be re-typed)
  2. Bids must be completed in black ink in writing
- No bids will be considered from persons in the service of the state.

Name of Bidder: Ender By Design (Pty) LTD

Total Bid Price (incl. VAT): Option 1: R204 194      Option 2: R146 694

Estimated Completion Period: 36 months (new website: 30 days)

B-BBEE Status Level of Contributor: 1: 135%

Locality Points: 3

Preference Points Claimed: 13

B-BBEE certificates submitted with the bid document MUST be VALID ORIGINAL BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES

SCMU Enquiries: scmtenders@plett.gov.za

Signature of Bitou Municipality Officials at Tender Opening

- 1.
- 2.

BITOU MUNICIPALITY

DETAILS OF TENDERER

NAME OF BIDDER:	Ender By Design (PTY) LTD													
TRADING AS (if different from above):														
CSD REGISTRATION #:	M	A	A	A	0	5	1	0	7	8	1			
ENTERPRISE REGISTRATION #:	2	0	1	2	/	1	1	7	9	1	7	/	0	7
SARS TAX CLEARANCE PIN:	D	9	1	5	4	E	G	3	7	4				

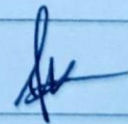
PLEASE COMPLETE ENTERPRISE INFORMATION BELOW IF DIFFERENT TO CSD REGISTRATION

STREET ADDRESS:	Venture Workspace, Brookside Office Park, 11 Imam Haron Road, Claremont																				
	City/Town	Cape Town					Code	7	7	0	8										
POSTAL ADDRESS:	(as above)																				
	City/Town						Code														
CONTACT PERSON:	Afsana Khan					FAX #:	none														
TELEPHONE #:	0	2	1	0	3	5	1	4	1	3	CELL #:	0	8	3	2	2	6	3	5	6	4
E-MAIL ADDRESS:	afsana@ender.co.za																				
VAT REGISTRATION #:	4	1	8	0	3	0	3	3	3	3											

HAVE YOU DECLARED ANY RELATIONSHIPS WITH PERSONS IN THE SERVICE OF THE STATE? (BBD 4)	YES/NO	NO
HAS AN ORIGINAL OR CERTIFIED COPY OF A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (BBD 6.1)	YES/NO	Yes
HAS THE DECLARATION BEEN COMPLETED AND CURRENT, ORIGINAL OR CERTIFIED MUNICIPAL ACCOUNTS BEEN ATTACHED? (BBD 15)	YES/NO	Yes*

DECLARATION \* Lease

I am duly authorised to represent the tenderer for the purpose of this tender and hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached document to the Bitou Municipality on the terms and conditions stipulated in this tender document and in accordance with the specification stipulated in the tender document.

NAME (PRINT)	Afsana Khan	SIGNATURE	
CAPACITY	Director	DATE	8 November 2024

2024

*[Handwritten mark]*

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## GLOSSARY

SLA	Service Level Agreement
ITIL	Information Technology Infrastructure Library
COBIT	Control Objectives for Information and Related Technologies
CISSP	Certified Information Systems Security Professional
SIEM	Security incident event management
PROFICIENT	Competent to operate alone without assistance
NOC	Network Operations Controller/Centre
MTTR	Mean Time To Repair
ICT	Information and Communications Technology
SCCM	System Centre Configuration Manager
IMACD	Installation, Move, Add, Change and Disposal
RAS	Remote Access Security
DBA	Database Administrator



	<b>BITOU MUNICIPALITY</b>		
	<b>TENDER NOTICE AND INVITATION TO TENDER</b>		
	<b>ADVERTISED ON:</b>	<b>MUNICIPAL NOTICE BOARD; MUNICIPAL WEBSITE; NATIONAL TREASURY e-TENDER</b>	
<b>NOTICE NO:</b>	<b>402/2024</b>	<b>TENDER NO:</b>	<b>SCM/2025/40/CORP</b>
<b>Tenders are hereby invited for:</b>	<b>PROVISION OF WEBSITE MAINTENANCE &amp; SUPPORT SERVICES.</b>		
<b>PUBLISHED DATE:</b>	<b>28 October 2024</b>	<b>CLOSING DATE:</b>	<b>29 November 2024</b>
<b>CLOSING TIME</b>	No later than 12H00. Tenders will be opened immediately thereafter, in public at the Bitou Municipality, Supply Chain Management Unit, Shop 59, 2 <sup>nd</sup> Floor, Melville's Corner, C/o Main & Marine Drive, Plettenberg Bay		
<b>AVAILABILITY OF TENDER DOCUMENTS:</b>			
Tender Documents will be available electronically at no charge from the following email address: <a href="mailto:scmtenders@plett.gov.za">scmtenders@plett.gov.za</a>			
Printed copies of the Bid Documents will be available as from 12h00, and thereafter, on Monday-Thursday from 07h30 until 16h30 and on Friday from 07h30 until 13h30 at Bitou Municipality: Supply Chain Management, Shop 59, 2nd Floor, Melville's Corner, C/o Main & Marine Drive, Plettenberg Bay, at a non-refundable fee, payable to a cashier at Bitou Municipality, Shop 54, 2nd Floor, Melville's Corner, C/o Main & Marine Drive, Plettenberg Bay.		Bitou Municipality is a public recipient and can therefore be selected on the list given by any of the banks. By selecting 'Bitou Municipality', the funds will be diverted to our new account with Standard bank. Proof of payment will be required upon collection of Bid documents. Quotation Number to be used as payment reference with name of payee.	
<b>Date Available:</b>	<b>28 October 2024</b>	<b>Non-refundable Fee:</b>	<b>R120.00</b>
<b>TENDER SUBMISSION RULES:</b>			
1.1 Tenders are to be completed in accordance with the conditions and Tender rules contained in the Tender document.			
2.1 The Tender Document & supporting documents must be placed in a sealed envelope and externally endorsed WITH: THE TENDER NUMBER; DESCRIPTION & CLOSING DATE OF THE TENDER.			
3.1 Tender Documents must be deposited in the Tender Box, at the Supply Chain Management Unit, Bitou Municipality, Shop 59, 2 <sup>nd</sup> Floor, Melville's Corner, C/o Main & Marine Drive, Plettenberg Bay.			
4.1 Tenders may only be submitted on the Tender documentation issued by the Municipality.			
5.1 The Bitou Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept any tender, as it may deem expedient.			
6.1 Tenderers who are not yet registered are required to register on the Municipality's Accredited Supplier Database (CSD). Application forms are obtainable from the website <a href="https://secure.csd.gov.za">https://secure.csd.gov.za</a> .			
Tenders shall be evaluated in terms of the Bitou Municipal Preferential Procurement Policy 2022.		Suppliers may claim preference points in terms of the 80/20. Price :80 Specific Goals: (20) a) B-BBEE Status Level contributor :10 b) Promotion of Local Area Enterprises :10 Total Points :100	
Preferential Procurement Policy Local Procurement		Not applicable	
CIDB Registration Required		None	
Site Meeting/Information Session	Non-Compulsory clarification meeting will be held on Microsoft teams on the 08 <sup>th</sup> of November 2024 at 09H00 (Link: <a href="https://bit.ly/BitouWebsiteTender">https://bit.ly/BitouWebsiteTender</a> )	Validity Period	90 Days
ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:		ANY ENQUIRIES REGARDING THE TENDERING PROCEDURE MAY BE DIRECTED TO:	
Section:	ICT Services	Section:	Supply Chain Management
Contact Person:	Mr. G. Gresse	Contact Person:	Ms BL Nteleza
Tel:	076 404 8308	Tel:	E-mail Enquiries Only
E-mail:	<a href="mailto:ggresse@plett.gov.za">ggresse@plett.gov.za</a>	E-mail:	<a href="mailto:scmtenders@plett.gov.za">scmtenders@plett.gov.za</a>



BITOU MUNICIPALITY			
DECLARATION OF INTEREST			
(i)	No bid will be accepted from persons in the service of the state*.		
(ii)	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.		
(iii)	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.		
(i)	Full Name of bidder or his / her representative:	Afgana Khan	
(ii)	Identity number:	8701140209086	
(iii)	Position occupied in the Company (director, trustee, shareholder <sup>2</sup> ):	Director	
(iv)	Company Registration Number:	2012/117917/07	
(v)	Tax Reference Number:	9006659230	
(vi)	VAT Registration Number:	418033333	
(vii)	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.		
(viii)	Are you presently in the service of the state*	YES / NO	No
(a)	If yes, furnish particulars.		
(ix)	Have you been in the service of the state for the past twelve months?	YES / NO	No
(a)	If so, furnish particulars.		
(x)	Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO	No
(a)	If so, state particulars.		
(xi)	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES / NO	No
(a)	If so, state particulars.		
(xii)	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	YES / NO	No
(a)	If so, state particulars.		
(xiii)	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	YES / NO	No
(a)	If so, furnish particulars.		



**BITOU MUNICIPALITY**

**DECLARATION OF INTEREST**

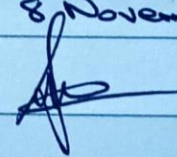
(xiv)	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES / NO	NO
(a)	If so, furnish particulars.	/	
(iv)	Full details of directors / trustees / members / shareholders:		

**COMPLETION OF THE FOLLOWING INFORMATION IS COMPULSORY:**

Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number
Afsana Khan	8701140209086	3157427158	N/A

**CERTIFICATION**

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

NAME OF ENTERPRISE	Ender By Design (PTY) LTD		
CAPACITY	Director	DATE	8 November 2024
NAME (PRINT)	Afsana Khan	SIGNATURE	

\*MSCM Regulations: "in the service of the state" means to be -

1. a member of -
  1. any municipal council;
  2. any provincial legislature; or
  3. the National Assembly or the National Council of Provinces;
2. a member of the board of directors of any municipal entity;
3. an official or any Municipality or municipal entity;
4. 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);
5. a member of the accounting authority of any national or provincial entity; or
6. an employee of Parliament or a provincial legislature.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.



## BITOU MUNICIPALITY

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad Based Economic Empowerment

(B-BBEE) 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**

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.

## 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 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.

1.3 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.4 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.

1.5 The organ of state 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 the organ of state.

## 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 bid 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. FORMULA FOR PROCUREMENT OF GOODS AND SERVICES**

**3.1. POINTS AWARDED FOR PRICE**

**3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS**

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

**80/20**

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest 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 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 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 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 80/20 preference point system.



4.2.1 Specific goals for the tender and points claimed are indicated per the table below.

Table 1: Number of points for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)
1	10
2	8
3	6
4	4
5	2
6	2
7	2
8	2
Non-compliant contributor	0

Table 2: Number of points for promotion of enterprises located in the local area

Specific Goal	Policy targets for 2022/2023	Points to be allocated
Improving opportunities for black people via the BBBEE scorecard, inclusive of: (i) Ownership (ii) Management control (iii) Skills development (iv) Enterprise and supplier development		10
<b>Locality</b>		
(a) Bitou Area	10	
(b) Garden Route	6	
(c) Western Cape Province	3	
(d) South Africa	1	10
<b>TOTAL</b>		<b>20 points</b>



4.2.2 Points claimed and points awarded

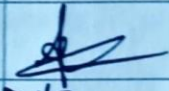


Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Local area of supplier (the Tenderer can only score)		
Bitou Area	10	
Garden Route	6	
Western Cape Province	3	3
South Africa	1	
<b>B-BBEE Status level of Contributor</b>		
1	10	10
2	8	
3	6	
4	4	
5	2	
6	2	
7	2	
8	2	
Non- Compliant contributor	0	
<b>TOTAL</b>		<b>13</b>

5.	<b>DECLARATION WITH REGARD TO COMPANY/FIRM</b>	
5.1.	Name of firm	Endor By Design (PTY) LTD
5.2.	VAT registration number	4180303333
5.3.	Company registration number:	2012/117917/07
5.4.	<b>Type Of Company/ Firm</b> [TICK APPLICABLE BOX]	Partnership/Joint Venture / Consortium
		One person business/sole propriety
		Close corporation
		Ltd Company
		(Pty) Limited



5.5.	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 – <ul style="list-style-type: none"> <li>(a) disqualify the person from the tendering process;</li> <li>(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;</li> <li>(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;</li> <li>(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</li> <li>(e) forward the matter for criminal prosecution, if deemed necessary</li> </ul>

NAME OF ENTERPRISE	Ender By Design (PTY) LTD		
NAME (PRINT)	Afsana Khan	DATE	8 November 2024
CAPACITY	Director	SIGNATURE	
WITNESS 1		WITNESS 2	



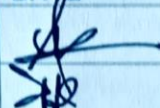


BITOU MUNICIPALITY

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1.	This Municipal Bidding Document serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.		
2.	The bid of any bidder may be rejected if that bidder, or any of its directors have		
3.	abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system,		
4.	been convicted for fraud or corruption during the past five years,		
5.	wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or		
6.	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).		
7.	<b>In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.</b>		
8.	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).	Yes / No	No
9.	If so, furnish particulars:	/	
10.	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)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>).</b>	Yes / No	No
11.	If so, furnish particulars:	/	
12.	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes / No	No
13.	If so, furnish particulars:	/	
14.	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes / No	No
15.	If so, furnish particulars:	/	
16.	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes / No	No
17.	If so, furnish particulars:	/	

CERTIFICATION

I, CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

NAME OF ENTERPRISE	Enter By Design (Pty) Ltd		
CAPACITY	Director	DATE	8/11/2024
NAME (PRINT)	Afsana Khan	SIGNATURE	
WITNESS 1		WITNESS 2	



## CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

Bid Number: SCM/2025/40/CORP

Description: Provision of website maintenance eSupport Services

in response to the invitation for the bid ISSUED by the **Bitou Municipality**, do hereby make the following statements that I certify to be true and complete in every respect:

certify, on behalf of (Name of Bidder): Endor By Design (Pty) Ltd

That:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  1. has been requested to submit a bid in response to this bid invitation;
  2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  3. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.




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**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- I, in particular, without limiting the generality of paragraphs 4 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
4. prices;
  5. geographical area where product or service will be rendered (market allocation);
  6. methods, factors or formulae used to calculate prices;
  7. the intention or decision to submit or not to submit, a bid;
  8. the submission of a bid which does not meet the specifications and conditions of the bid; or
  9. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004 or any other applicable legislation.

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

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

NAME (PRINT)	Aphana Khan	SIGNATURE	
CAPACITY	Director	DATE	8 November 2024

\* Includes price quotations, advertised competitive bids, limited bids and proposals.

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

\* 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.



BITOU MUNICIPALITY

CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES  
(To be signed in the presence of a Commissioner of Oaths)

I, the undersigned, in submitting the accompanying bid, declare that I am duly authorized to act on behalf of:

*Ender By Design (PTY) LTD*  
(name of the enterprise)

I hereby acknowledge that according to SCM Regulation 36(1)(d)(i) the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Bitou Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

To the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

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

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER
<i>Venture Workspace, 11 Imam Haron Road, Claremont, Cape Town</i>	<i>&amp; Lease</i>

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

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)
<i>Afsana Khan</i>	<i>D29 Sandies Glen, Stanford</i>	<i>900000204054</i>	<i>D29 Sandies Glen, Stanford</i>	<i>900000304054</i>

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

NB: Please attach copy(ies) of Municipal Accounts

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

Therefore hereby agrees and authorizes the Bitou Municipality to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and

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

NAME OF ENTERPRISE	<i>Ender By Design (PTY) LTD</i>		
NAME (PRINT)	<i>Afsana Khan</i>	DATE	<i>8 November 2024</i>
CAPACITY	<i>Director</i>	SIGNATURE	<i>[Signature]</i>

*[Handwritten mark]*



## GENERAL CONDITIONS OF CONTRACT

## a) DEFINITIONS

The following terms shall be interpreted as indicated:

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

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**GENERAL CONDITIONS OF CONTRACT**

"Order"	means an official written order issued for the supply of goods or works or the rendering of a service
"Project site"	where applicable, means the place indicated in bidding documents
"Purchaser"	means the organization purchasing the goods
"Republic"	means the Republic of South Africa
"SCC"	means the Special Conditions of Contract
"Services"	means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
"Supplier"	means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
"Tort"	means in breach of contract.
"Turnkey"	means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
"Written" or "in writing"	means handwritten in ink or any form of electronic or mechanical writing.

**b) Application**

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

**c) General**

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

**d) Standards**

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

**e) Use of contract documents and information inspection**

- a. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- b. 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.
- c. 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.
- d. 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.

**f) Patent rights**



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- a. 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.
- b. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

**g) Performance security**

- a. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- b. 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.
- c. 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:
  - i. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - ii. a cashier's or certified cheque
- d. 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.

**h) Inspections, tests and analyses**

- a. All pre-bidding testing will be for the account of the bidder.
- b. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- c. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- d. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- e. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- f. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- g. Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- h. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

**i) Packing**

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



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

j) **Delivery**

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

k) **Insurance**

a. 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.

l) **Transportation**

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

m) **Incidental**

- a. The supplier may be required to provide any or all of the following services, including additional services, if any:
- i. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - ii. furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - iii. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - iv. 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
  - v. 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.
- b. 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.

n) **Spare parts**

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

o) **Warranty**

- a. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- b. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- c. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- d. 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.

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

p) **Payment**

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

q) **Prices**

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

r) **Variation orders**

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

s) **Assignment**

- a) 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.

t) **Sub-contracts**

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

u) **Delays in the supplier's performance**

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

v) **Penalties**

- a) 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



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goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23

**w) Termination for default**

- a. 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
- i. 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,
  - ii. if the Supplier fails to perform any other obligation(s) under the contract, or
  - iii. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract
- b. 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.
- c. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- d. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- e. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.
- f. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- i. the name and address of the supplier and / or person restricted by the purchaser;
  - ii. the date of commencement of the restriction
  - iii. the period of restriction; and
  - iv. the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- g. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

**x) Anti-dumping and countervailing duties and rights**

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

**y) Force Majeure**



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- a. 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.
- b. 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.

z) **Termination for insolvency**

- a. 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.

aa) **Settlement of Disputes**

- a. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- b. 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.
- c. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- d. Notwithstanding any reference to mediation and/or court proceedings herein,
- i. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree, and
  - ii. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

bb) **Limitation of liability**

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

cc) **Governing language**

- a. 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.

dd) **Applicable law**

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

ee) **Notices**

- a. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- b. 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.

ff) **Taxes and duties**

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

**gg) Transfer of contracts**

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

**hh) Amendment of contracts**

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

**ii) Prohibition of restrictive practices**

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

*General Conditions of Contract (revised July 2010)*





## Tender Specifications

### 1. Background

The Department of Local Government provided all municipalities in the Western Cape with a standard website based on the Drupal platform hosted on an Ubuntu operating system.

#### Purpose

- a. To appoint a proficient web support company to provide support, maintenance, development and hosting
- b. To provide a strategic mechanism for delivering patches and security updates, through a structured process and delivery mechanism.

### 2. Current State

The website is currently hosted internally on municipal virtual infrastructure and presented to the web via fibre optic network from within a DMZ.

The look, feel and navigation of the websites must be kept within the same spirit without breaking the fundamental design philosophy

Currently the municipality manages and controls the hosting environment and actively maintains the website content and substructures.

#### Current System Environment

The website is hosted on a LAMP stack:

- Linux Ubuntu 20.04.6 LTS
- Apache 2.4.41
- MariaDB 10.3.38
- PHP 8.1.17
- Drupal 10.0.7

### 3. Scope of Requirements

This tender is expected to either deliver a new website, including support and maintenance or provide support and maintenance for the existing website. It may also involve the development of new features, widgets, and functionalities, along with the potential hosting of the current website in a purpose-built Tier 3 hosting environment.

This tender will be evaluated in two major sections.

- A new website including support and maintenance (including the migration of all data and functionality from the existing website).
- Support and maintenance of the existing website.

The municipality reserves the right to award the contract for the development of a new website, including support and maintenance services, for the provision of support and maintenance of the existing website, or for both services. This decision will be made based on the evaluation of proposals and the specific needs identified during the tender process.

#### 3.1. Overview of Services

**The scope of services for this tender includes, but is not limited to, the following:**

##### 3.1.1. Website Support and Maintenance

- 3.1.1.1. Ongoing technical support for troubleshooting and resolving issues.
- 3.1.1.2. Regular maintenance including updates, patches, and security management.
- 3.1.1.3. Monitoring website performance and uptime.
- 3.1.1.4. Ensuring website compliance with industry standards (e.g., security, accessibility, etc.).

##### 3.1.2. Development of New Features and Functionality

- 3.1.2.1. Design and development of new features, widgets, and interactive elements.
- 3.1.2.2. Integration of third-party services and APIs as required
- 3.1.2.3. Optimization of website features for performance, usability, and SEO.
- 3.1.2.4. Customization based on user needs and business requirements.

##### 3.1.3. Hosting Services (if applicable)

- 3.1.3.1. Hosting of the website in a purpose-built Tier 3 (or higher) data center environment.
- 3.1.3.2. Provision of secure, scalable, and reliable infrastructure.



- 3.1.3.3 Backup and disaster recovery services
- 3.1.3.4 24/7 monitoring and support for hosting-related issues

### 3.1.4 Security Services

- 3.1.4.1 Implementation of best-in-class security practices, including SSL, firewalls, and data encryption
- 3.1.4.2 Regular security audits and vulnerability assessments

### 3.1.5 Performance Monitoring and Reporting

- 3.1.5.1 Continuous site performance tracking, including load times, user interactions, and server health
- 3.1.5.2 Provision of regular performance reports with actionable insights
- 3.1.5.3 Recommendations for performance optimizations where needed

### 3.1.6 Consulting and Advisory Services

- 3.1.6.1 Regular consultation on web development trends, technologies, and potential improvements
- 3.1.6.2 Support in defining digital strategies for future growth and scalability

### 3.1.7 Training

- 3.1.7.1 Comprehensive training sessions for the internal team on website management, including content updates, basic troubleshooting, and using new features
- 3.1.7.2 Creation of training materials such as user manuals, video tutorials, and step-by-step guides
- 3.1.7.3 Ongoing training support for new updates or features that are implemented
- 3.1.7.4 Availability for ad-hoc training and Q&A sessions as needed

## 3.2. Website Requirements

### 3.2.1 Website Platform

- 3.2.1.1 **Type:** Content Management System (CMS)
- 3.2.1.2 **Description:** The website must be developed using a long-term support CMS to facilitate easy content creation, modification, and management.
- 3.2.1.3 **Examples:** WordPress, Drupal, Joomla, etc.
- 3.2.1.4 **Features:**
  - 3.2.1.4.1 User-friendly interface for non-technical users
  - 3.2.1.4.2 Support for multiple user roles and permissions
  - 3.2.1.4.3 Built-in SEO tools
  - 3.2.1.4.4 Media management capabilities
  - 3.2.1.4.5 Version control and content scheduling
  - 3.2.1.4.6 Workflow functionality

### 3.2.2 Security Requirements

- 3.2.2.1 **Access Control:** Implement role-based access control to restrict access to sensitive content.
- 3.2.2.2 **Encryption:** Use SSL/TLS for secure data transmission.
- 3.2.2.3 Single sign-on (SSO) ability
- 3.2.2.4 Regular security updates and patches
- 3.2.2.5 Comprehensive website audit trail

### 3.2.3 Integration Requirements

- 3.2.3.1 **Third-Party Tools:** The CMS should integrate with existing tools such as CRM systems, analytics tools, etc.
- 3.2.3.2 **APIs:** Support for RESTful APIs to enable custom integrations.



### 3.3. Pricing Schedule Alignment

It is anticipated that the Municipality will purchase a bulk allotment of hours (e.g. 20 hours) to be charged in 30-minute increments for support and maintenance services to cover the financial year.

This bid will be evaluated based on two pricing schedules, New and Existing respectively. A bidder will be allowed to bid for both options or one of the two options. The pricing schedules will be evaluated and awarded separately, meaning New vs New and Existing vs Existing. The Municipality will have the opportunity to award both, one of the two options or none of the options based on budget and operational needs.

#### 3.3.1. Professional Services

The expectation of this service is that the service provider provides hourly rates for services that may be utilised by the municipality:

- 3.3.1.1. Snr Developer Hourly Rate
- 3.3.1.2. Jnr Developer Hourly Rate
- 3.3.1.3. Trainer Hourly Rate
- 3.3.1.4. Project Manager Hourly Rate
- 3.3.1.5. Business Analyst Hourly Rate
- 3.3.1.6. Database Administrator Hourly Rate
- 3.3.1.7. CMS Support Hourly Rate
- 3.3.1.8. Hosting Platform including Server Technical Support Hourly Rate

#### 3.3.2. Hosting Services Managed

- 3.3.2.1. Shared Hosting (per month)
- 3.3.2.2. Virtual Private Server (VPS) Hosting (per month)
- 3.3.2.3. Dedicated Hosting (per month)
- 3.3.2.4. Cloud Hosting (per month)

#### 3.3.3. SSL Certificates (Minimum Default browser trust, MS Edge and Google Chrome)

##### 3.3.3.1. Domain Validation:

- 3.3.3.1.1. Single Domain SSL Web Server certificate
- 3.3.3.1.2. Multi-Domain SSL Web Server certificate
- 3.3.3.1.3. Wildcard SSL Web Server certificate

##### 3.3.3.2. Organisation Validation:

- 3.3.3.2.1. Single Domain SSL Web Server certificate
- 3.3.3.2.2. Multi-Domain SSL Web Server certificate
- 3.3.3.2.3. Wildcard SSL Web Server certificate

##### 3.3.3.3. Extended Validation:

- 3.3.3.3.1. Single Domain SSL Web Server certificate
- 3.3.3.3.2. Multi-Domain SSL Web Server certificate
- 3.3.3.3.3. Wildcard SSL Web Server certificate

#### 3.3.4. Miscellaneous

The expectation of this service is that the service provider provides standard rates for services that may be utilised by the municipalities:

- 3.3.4.1. Travel: Rate per round trip
- 3.3.4.2. Accommodation: Rate per person per night



#### 4. Negotiable SLA Requirements (Penalties apply for non-compliance)

##### 4.1. Monthly Reporting

To be held in the first two weeks of each month and must include a services report for compliance, KPI, auditory evidence and performance management

##### Minimum Reporting

- Security incidents
- Adherence to SLA
- All chargeable calls to be managed through a ticketing system including usage reporting and authorisations
- Call volume breakdown and breaches in accordance with SLA
- Report on website availability and performance metrics
- Preventative Maintenance
- Audit and Compliance Reporting
  - User Account Reporting
  - Audit Trail Reporting

##### 4.2. ICT Policy Compliance

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

##### 4.3. SLA Targets

SLA	Support Hours	Target SLA	MTTR	Measurement
P1	Match Municipal working hours Monday – Thursday 07:30 – 16:30 Friday 07:30 – 13:30	1 hour – Response to incident	4 hours – Mean time to repair	Provider supplied incident management system
P1	After hours Monday – Thursday 16:30 – 07:30 Friday – Monday 13:30 – 07:30	2 hour – Response to incident	4 hours – Mean time to repair	Provider supplied incident management system
P2	Match Municipal working hours Monday – Thursday 07:30 – 16:30 Friday 07:30 – 13:30	2 hours – Response to incident	8 hours – Mean time to repair	Provider supplied incident management system
P3	Match Municipal working hours Monday – Thursday 07:30 – 16:30 Friday 07:30 – 13:30	8 hours – Response to incident (End of next Business Day)	24 hours – Mean time to repair (Within 3 business days)	Provider supplied incident management system



## Pricing Schedule

### 1. Payment

Project payments to be made on finalisation of project delivery as per Bitou policies and procedures.

### 2. Pricing Requirements

- The pricing schedule must include all costs to provide the service as outline in the technical specification
- Tender prices must be in ZAR Currency (Rand)
- Prices must remain fixed
- Price escalation will apply as follows
- ROE Based
  - It is the responsibility of the contracted company to prove ROE escalations through a timely provision of evidence.
  - Pricing must be agreed at order time through formal email confirmation of the variation in order to provide assurance appropriate budget is available.
  - ROE will be calculated from the SARB websites rate of exchange for the days in question.
  - The ROE difference will be calculated between the day of tender closing and the service provider placing the order with its supplier, to be no longer than 48 hours from the date Bitou provides the order.
  - Evidence is required in a formal format with a screen shot of the ROE at each period, with evidence of the date of placing the order and the currency for which the order was placed.
- CPI Based
  - Industry-related CPI will be allowed with proof from the distributor of ad-hoc price escalations.
  - Proof to be supplied:
    - Signed letter from the distributor on letterhead of price escalation.
    - Quotation from the distributor.
- If no offer is made for an item, a line must be drawn through the space in pen.
- All prices and details must be legible/readable to ensure the tender will be considered for evaluation.
- Where items are omitted from the tender which is required to complete the installation the line should be added and include motivation.

### 3. Alterations to documents

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

### 4. Evaluation

- Both hard and soft copy to be provided on appropriate removable media USB, CD-ROM, etc...
- Points will be awarded to tenderers who are eligible for preferences in terms of BBD 6.1: Preference Point Claim Schedule (where preferences are granted in respect of B-BBEE contribution).
- The terms and conditions of BBD 6.1 shall apply in all respects to the tender evaluation process and any subsequent contract.



Pricing Schedule for Services

BITOU MUNICIPALITY	
Tender Number:	SCM/2025/40/CORP
Tender Description:	PROVISION OF WEBSITE MAINTENANCE & SUPPORT SERVICES.
PLEASE NOTE:	<ol style="list-style-type: none"> <li>In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.</li> <li>All costs MUST be included in the bid price, for rendering of the service at the prescribed destination.</li> <li>All prices shall be tendered excluding VAT but including customs or excise duty and any other duty, levy, or other applicable tax.</li> <li>All prices shall be tendered in accordance with the units specified in this schedule.</li> <li>All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.</li> <li>The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. Where the tenderer indicates a "Nil/R.0.00", "Not Applicable (N/A)" or as a "dash (-)" without explanation, the tenderer may be declared non-responsive.</li> <li>Document MUST be completed in non-erasable black ink.</li> </ol>

TENDER PRICE SUBMISSION

I / We (full name of Bidder)	Afsana Khar
the undersigned in my capacity as	Director
of the enterprise	Endor By Design (PTY) LTD

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

PRICING LIST FOR A NEW WEBSITE INCLUDING SUPPORT AND MAINTENANCE		Unit Rate (Ex VAT)	Total Price/p.a.
1.	New Website		
1.1.	Creation, Content Migration and Content Management User Training (Once-Off) Indicate New Platform Name: <u>Wordpress</u> .....	50 000	
2.	Hosting Services Managed		
2.1.	Shared Hosting (per month)	12 000	14 400
2.2.	Virtual Private Server (VPS) Hosting (per month)	2850	34 200
2.3.	Dedicated Hosting (per month)	1200	14400



24	Cloud Hosting (per month)	1200	14400
<b>3.</b>	<b>Professional Services (Support Type: HOURLY)</b>		
31	Snr Developer	1200	
32	Jnr Developer	950	
33	Trainer	1200	
34	Project Manager	950	
35	Business Analyst	1400	
36	Database Administrator	950	
37	CMS Support	1200	
38	Hosting Platform including Server Technical Support	950	
<b>4.</b>	<b>SSL Certificates (Support Type: PER ANNUM)</b>		
4.1.	Domain Validation - Single Domain SSL Web Server		795
4.2.	Domain Validation - Multi-Domain SSL Web Server		1295
4.3.	Domain Validation - Wildcard SSL Web Server		1795
4.4.	Organisation Validation - Single Domain SSL Web Server		1595
4.5.	Organisation Validation - Multi-Domain SSL Web Server		6595
4.6.	Organisation Validation - Wildcard SSL Web Server		6495
4.7.	Extended Validation - Single Domain SSL Web Server		2795
4.8.	Extended Validation - Multi-Domain SSL Web Server		9495
4.9.	Extended Validation - Wildcard SSL Web Server		6750
<b>5.</b>	<b>Disbursements</b>		
5.1.	Travel: Rate per Round Trip (This item refers to the service provider traveling to the client and back to their main office including subsistence claims)	2750	
5.2.	Accommodation: Rate per person per night limited to a 3-star establishment	1000	
<b>Total price for entire project</b>		<b>Total</b>	<b>177560*</b>
		<b>Value-Added-Tax @ 15%</b>	<b>26634</b>
		<b>Total Tender Price (Incl. VAT)</b>	<b>204194</b>

\* see pg 32 note



PRICING LIST FOR SUPPORT AND MAINTENANCE OF THE EXISTING WEBSITE		Unit Rate (Ex VAT)	Total Price/p a
1)	Hosting Services Managed		
a	Shared Hosting (per month)	1200	14400
b	Virtual Private Server (VPS) Hosting (per month)	2850	34200
c	Dedicated Hosting (per month)	1200	14400
d	Cloud Hosting (per month)	1200	14400
2)	<b>Professional Services (Support Type: HOURLY)</b>		
a	Snr Developer	1200	
b	Jnr Developer	950	
c	Trainer	1200	
d	Project Manager	950	
e	Business Analyst	1400	
f	Database Administrator	950	
g	CMS Support	1200	
h	Hosting Platform including Server Technical Support	950	
3)	<b>SSL Certificates (Support Type: PER ANNUM)</b>		
a	Domain Validation - Single Domain SSL Web Server		795
b	Domain Validation - Multi-Domain SSL Web Server		1295
c	Domain Validation - Wildcard SSL Web Server		1795
d	Organisation Validation - Single Domain SSL Web Server		1595
e	Organisation Validation - Multi-Domain SSL Web Server		6595
f	Organisation Validation - Wildcard SSL Web Server		6495
g	Extended Validation - Single Domain SSL Web Server		2795
h	Extended Validation - Multi-Domain SSL Web Server		9495
i	Extended Validation - Wildcard SSL Web Server		6750
4)	<b>Disbursements</b>		
a	Travel: Rate per Round Trip (This item refers to the service provider traveling to the client and back to their main office including subsistence claims)	2750	
b	Accommodation: Rate per person per night limited to a 3-star establishment	1000	
Total price for entire project		Total	127560 *
		Value-Added-Tax @ 15%	19134
		Total Tender Price (Incl. VAT)	146694

\* Calculated based of sum of per annum (when available) or unit item rate.

Actual total will be adjusted based on service hours, choice of hosting and certificate obtained.



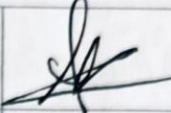

**DECLARATION BY TENDERER**

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

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

South Africa

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

NAME (PRINT)	Afsana Khar	SIGNATURE	
CAPACITY	Director	DATE	8 November 2024
NAME OF ENTERPRISE	Endor By Design (PTY) LTD.		
WITNESS 1		WITNESS 2	