STELLENBOSCH
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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 03/26 SETUP AND CONFIGURATION OF ICT SECURITY SERVICES, INCLUDING BEST EFFORTS DETECTION, INVESTIGATION, MONITORING AND REMEDIATION TO COMBAT CYBER ATTACKS AT THE STELLENBOSCH MUNICIPALITY FOR A PERIOD ENDING 30 JUNE 2028.

TENDER NUMBER: **B/SM 03/26**
DESCRIPTION: **SETUP AND CONFIGURATION OF ICT SECURITY SERVICES, INCLUDING BEST EFFORTS DETECTION, INVESTIGATION, MONITORING AND REMEDIATION TO COMBAT CYBER ATTACKS AT THE STELLENBOSCH MUNICIPALITY FOR A PERIOD ENDING 30 JUNE 2028.**
CLOSING DATE: **01 September 2025**
CLOSING TIME: 12h00: Bids will be opened in the **Council Chambers or Supply Chain Management Boardroom.**

INFORMATION:
Tender Specifications: Regan Mooideen at 021 808 8538 e-mails: regan.mooideen@stellenbosch.gov.za
SCM Requirements: Bulelwa Dolomba at 021 808 8521 e-mails: Bulelwa.dolomba@stellenbosch.gov.za
Office hours for collection; 08h00-15h30

A compulsory clarification meeting will be held on 12 August 2025 at 11h00 in our Council Chambers, Stellenbosch Municipality, Ground Floor Main Building**,** Plein Street, Stellenbosch. Tenderers who fail to attend the compulsory meeting will be regarded as non-compliant.

Tenders may only be submitted on the Tender document issued by Stellenbosch Municipality and must be valid for **180 days** after tender closing. Late, electronic format, telephonic or faxed Tenders will not be considered, and Stellenbosch Municipality does not bind itself to accept the lowest bid or any of the tenders that has been submitted.

Sealed Tenders, with **"B/SM 03/26 SETUP AND CONFIGURATION OF ICT SECURITY SERVICES, INCLUDING BEST EFFORTS DETECTION, INVESTIGATION, MONITORING AND REMEDIATION TO COMBAT CYBER ATTACKS AT THE STELLENBOSCH MUNICIPALITY FOR A PERIOD ENDING 30 JUNE 2028.",** clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex (Main Building between Town Hall and Municipal Library), Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

NOTE: This tender will be evaluated in terms of the General Conditions of Contract (GCC)**,** Supply Chain Management Policy and relevant specification as depicted in the document and also the Stellenbosch Preferential Procurement Policy effective from 16 January 2023 in accordance with the Preferential Procurement Regulations that was promulgated by the Minister of Finance on 04 November 2022 in Government Gazette No 47452.

The preferential points system applied is as follows:80/20 in terms of the approved policy.

Price	**80**
B-BBEE status level of contribution	**20**
Total points for Price, B-BBEE	**100**

The following conditions to Tender exist (failure to comply may result in your Tender being disqualified):
1. This Tender is subject to the general conditions of contract (GCC) and special conditions for Tendering.
2. Relevant terms of reference.
3. Tenderers must be registered on the Central supplier database (CSD) if they wish to conduct business with the municipality.
4. No award will be made to tenderers whose tax status is non-compliant.
5. Tenders submitted must be in a sealed envelope clearly marked with the Tender number, placed in the tender box before closing time. Failure will result in the tender being invalid.

Tender documents, in English, are available free of charge on the website: www.stellenbosch.gov.za. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, Town House Complex, 1st Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee ***of R470.00 per document.***

Note: The municipality will never contact you to pay money in exchange for the award of a tender.

G Mettler (Ms)
MUNICIPAL MANAGER

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TENDER KENNISGEWING

STELLENBOSCH MUNISIPALITEIT NOOI U VIR DIE VOLGENDE TENDER: B/SM 03/26 OPSTEL EN KONFIGURASIE VAN IKT-SEKERHEIDSDIENSTE, INGESLUIT DIE BESTE POGINGS OPSOMMING, ONDERSOEK, MONITERING EN REMEDIERING OM KUBERAANVALLE BY DIE STELLENBOSCH MUNISIPALITEIT VIR 'N TYDPERK EINDIG 30 JUNIE 2028 MUNISIPALITEIT TE BESTREI.

TENDER NOMMER: **B/SM 03/26**
BESKRYWING: **OPSTEL EN KONFIGURASIE VAN IKT-SEKERHEIDSDIENSTE, INGESLUIT DIE BESTE POGINGS OPSOMMING, ONDERSOEK, MONITERING EN REMEDIERING OM KUBERAANVALLE BY DIE STELLENBOSCH MUNISIPALITEIT VIR 'N TYDPERK EINDIG 30 JUNIE 2028 MUNISIPALITEIT TE BESTREI.**
SLUITINGSDATUM: **01 September 2025**
TYD VAN SLUITING: **12h00.** Tenders sal oopgemaak word in die **Raadsaal** of in die **Voorsieningskanaalbestuurs Raadsaal**.

Tender spesifikasies: Regan Mooideen om 021 808 8538 e-pos: regan.mooideen@stellenbosch.gov.za
Vkb vereistes: Bulelwa Dolomba om 021 808 8521 e-pos: Bulelwa.dolomba@stellenbosch.gov.za
Kantoor Ure: 08h00-15h30

'n **Verpligte inligtingsessie sal op 12 August 2025 at 11h00 in die Raadsaal Plein Straat.** Tenderaars wat versuim om die verpligte vergadering by te woon, sal as nie-nakomend beskou word.

Tenders mag slegs ingedien word op die tenderdokumentasie verskaf deur Stellenbosch Munisipaliteit en moet geldig wees vir **180 dae** na die sluitingsdatum. Laat, elektroniese formaat of gefakse tenders sal nie aanvaar word nie en Stellenbosch Munisipaliteit is nie verplig om die laagste of enige tender wat ingedien word te aanvaar nie.

Verseëlde tenders duidelik gemerk: "**BSM 03/26 OPSTEL EN KONFIGURASIE VAN IKT-SEKERHEIDSDIENSTE, INGESLUIT DIE BESTE POGINGS OPSOMMING, ONDERSOEK, MONITERING EN REMEDIERING OM KUBERAANVALLE BY DIE STELLENBOSCH MUNISIPALITEIT VIR 'N TYDPERK EINDIG 30 JUNIE 2028 MUNISIPALITEIT TE BESTREI.",** op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit ,Meenthuis Kompleks, (Hoofgebou tussen Stadsaal en Munisipale Biblioteek), Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooide stel tenderdokumente. Tenderaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

LET WEL: Hierdie tender sal geëvalueer word ingevolge die Algemene Kontrakvoorwaardes (GCC) . Voorsieningskanaal Bestuursbeleid and relevante spesifikasies, soos vervat in die tender dokument asook die Stellenbosch **Voorkeurverkrygingsbeleid effektief vanaf 16 Januarie 2023 in samewerking met die Voorkeurverkrygingsregulasies wat op 04 November 2022 deur die Minister van Finansies in Staatskoerant No 47452 afgekondig is.**

Die voorkeurpunte stelsel is soos volg gebaseer: 80/20 in terme van die goedgekeurde beleid:

Prys	**80**
BBSEB status	**20**
Totale punte vir prys, B-BSEB	**100**

Die volgende voorwaardes vir Tender soos volg: (versuim om te voldoen, kan veroorsaak dat u Tender gediskwalifiseer word):

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes (GCC) en spesiale voorwaardes vir die tender;
2. Toepaslike opdrag
3. Tenderaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
4. Geen toekenning sal gemaak word aan diensverskaffers wie se Belasting status ongeldig is.
5. Die tender wat ingedien moet word, moet in 'n verseëlde koevert wees wat duidelik gemerk is met die Tendernommer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.

Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, Meenthuis Kompleks, *1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamefooi van* ***R470.00 per dokument.*** *Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.*

Let wel: Die munisipaliteit sal jou nooit kontak om geld te betaal in ruil vir die toekenning van 'n tender nie.

G Mettler (Me)
MUNISIPALE BESTUURDER

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V8 – 13/01/2025

TENDER NO.: B/SM 03/26

SETUP AND CONFIGURATION OF ICT SECURITY SERVICES, INCLUDING BEST EFFORTS DETECTION, INVESTIGATION, MONITORING AND REMEDIATION TO COMBAT CYBER ATTACKS AT THE STELLENBOSCH MUNICIPALITY FOR A PERIOD ENDING 30 JUNE 2028.

PROCUREMENT DOCUMENT

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT) *(refer to page 91)*:	
BBBEE LEVEL	

JULY 2025

PREPARED AND ISSUED BY:

Directorate: Finance:
Supply Chain Management Unit
Stellenbosch Municipality,
PO Box 17, Stellenbosch, 7599

CONTACT FOR ENQUIRIES REGARDING SPECIFICATIONS:

Regan Mooideen

Senior Manager: ICT

Tel. Number: **021 808 8538**

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1. TENDER NOTICE & INVITATION TO TENDER

BID NOTICE

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G Mettler (Ms)
MUNICIPAL MANAGER

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TENDER KENNISGEWING

STELLENBOSCH MUNISIPALITEIT NOOI U VIR DIE VOLGENDE TENDER: B/SM 03/26: OPSTEL EN KONFIGURASIE VAN IKT-SEKERHEIDSDIENSTE, INGESLUIT DIE BESTE POGINGS OPSOMMING, ONDERSOEK, MONITERING EN REMEDIERING OM KUBERAANVALLE BY DIE STELLENBOSCH MUNISIPALITEIT VIR 'N TYDPERK EINDIG 30 JUNIE 2028 MUNISIPALITEIT TE BESTREI.

TENDER NOMMER:	**B/SM 03/26**
BESKRYWING:	**OPSTEL EN KONFIGURASIE VAN IKT-SEKERHEIDSDIENSTE, INGESLUIT DIE BESTE POGINGS OPSOMMING, ONDERSOEK, MONITERING EN REMEDIERING OM KUBERAANVALLE BY DIE STELLENBOSCH MUNISIPALITEIT VIR 'N TYDPERK EINDIG 30 JUNIE 2028 MUNISIPALITEIT TE BESTREI.**
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NAVRAE:

Tender spesifikasies:	Regan Mooideen by: 021 808 8538 e-pos:Regan.Mooideen@stellenbosch.gov.za
Vkb vereistes:	Bulelwa Dolomba by: 021 808 8521 :e-pos:bulelwa.dolomba@stellenbosch.gov.za
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LET WEL: Hierdie tender sal geëvalueer word ingevolge die Algemene Kontrakvoorwaardes, Voorsieningskanaal Bestuursbeleid en relevante spesifikasies, soos vervat in die tender dokument asook die Stellenbosch **Voorkeurverkrygingsbeleid effektief vanaf 16 Januarie 2023 in samewerking met die Voorkeurverkrygingsregulasies wat op 04 November 2022 deur die Minister van Finansies in Staatskoerant No 47452 afgekondig is.**

Die voorkeurpunte stelsel is soos volg gebaseer: 80/20 in terme van die goedgekeurde beleid:

Prys	**80**
BBSEB status	**20**
Totale punte vir prys, B-BSEB	**100**

Die volgende voorwaardes vir Tender soos volg: (versuim om te voldoen, kan veroorsaak dat u Tender gediskwalifiseer word):

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Let wel: Die munisipaliteit sal jou nooit kontak om geld te betaal in ruil vir die toekenning van 'n tender nie.

G Mettler (Me)
MUNISIPALE BESTUURDER

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PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF MUNICIPALITY/ MUNICIPAL ENTITY*)					
BID NUMBER:	**B/SM 03/26**	CLOSING DATE:	**01 September 2025**	CLOSING TIME:	**12H00**
DESCRIPTION	**SETUP AND CONFIGURATION OF ICT SECURITY SERVICES, INCLUDING BEST EFFORTS DETECTION, INVESTIGATION, MONITORING AND REMEDIATION TO COMBAT CYBER ATTACKS AT THE STELLENBOSCH MUNICIPALITY FOR A PERIOD FROM 1 JULY 2025 ENDING 30 JUNE 2028.**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT **STELLENBOSCH MUNICIPALITY, TOWN HOUSE COMPLEX (MAIN BUILDING BETWEEN TOWN HALL AND MUNICIPAL LIBRARY), PLEIN STREET, STELLENBOSCH**

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

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

1. ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	**2.** ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]
3. TOTAL NUMBER OF ITEMS OFFERED		**4. TOTAL BID PRICE**	**R**
5. SIGNATURE OF BIDDER	.....	**6. DATE**	
7. NAME AND SURNAME OF RESPONSIBLE PERSON			
8. CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	SCM	CONTACT PERSON	Regan Mooideen
CONTACT PERSON	Bulelwa Dolomba	TELEPHONE NUMBER	021 808 8538
TELEPHONE NUMBER	021 808 8521	E-MAIL ADDRESS	Regan.Mooideen@stellenbosch.gov.za
E-MAIL ADDRESS	bulelwa.dolomba@stellenbosch.gov.za		

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PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

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

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 16 January 2023, THE STELLENBOSCH SUPPLY CHAIN MANAGEMENT POLICY, THE GENERAL CONDITIONS OF CONTRACT (GCC, JBCC, FIDIC OR CIDB) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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

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

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

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

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

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

SIGNATURE OF BIDDER:

……

CAPACITY UNDER WHICH THIS BID IS SIGNED:

……

NAME AND SURNAME …….....

DATE ……..

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

2. CHECKLIST

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

Authority to Sign a Bid - Is the form duly completed and is a **certified copy** of the **resolution** attached?	**Yes**		**No**	
MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	**Yes**		**No**	
MBD 5 - Is the form duly completed and signed?	**Yes**		**No**	
MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a copy of the **B-BBEE Certificate** issued by a Verification Agency accredited by SANAS **or** the **original Sworn Affidavit** attached? (NB! BBBEE CERTIFICATES CAN BE VERIFIED WITH THE VERIFICATION AGENCY BUT A SWORN AFFIDAVIT **MUST** BE AN ORIGINAL AND **NOT** A COPY TO BE ELIGIBLE FOR BBBEE POINTS)	**Yes**		**No**	
MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	**Yes**		**No**	
MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	**Yes**		**No**	
MBD 10 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the **Identity numbers**, **residential addresses** and **municipal account numbers** of **ALL** members, partners, directors, etc. provided on the form as requested? (NB! MUNICIPAL ACCOUNTS WILL BE VERIFIED AND USED AS BASIS FOR PREFERENCE POINTS SCORING IN TERMS OF THE STELLENBOSCH PREFERENTIAL PROCUREMENT POLICY. THE BUSINESS ADDRESS, LEASE AGREEMENT OR SWORN AFFADAVIT WILL BE THE BASIS FOR AWARDING POINTS FOR LOCALITY) N/A	**Yes**		**No**	
OHSA (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid **Letter of Good Standing** from the Compensation Commissioner attached?	**Yes**		**No**	
Form of Indemnity - Is the form duly completed and signed?	**Yes**		**No**	
Pricing Schedule - Is the form duly completed and signed?	**Yes**		**No**	
Declaration by Tenderer - Is the form duly completed and signed?	**Yes**		**No**	

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3. AUTHORITY TO SIGN A BID

1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

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

OR

1.2. I, _____, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

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

OR

2. COMPANIES AND/OR CLOSE CORPORATIONS

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

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

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

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

Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	

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

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

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OR

3. PARTNERSHIP

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

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

Full name of partner			Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

OR

4. CONSORTIUM

We, the undersigned consortium partners, hereby authorize_____ _____ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms. _ _____ To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

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4. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7. “Day” means calendar day.

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

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

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

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

1.12. ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable.

1.13. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.15. “GCC” means the General Conditions of Contract.

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

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

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

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

1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.21. "Project site" where applicable, means the place indicated in bidding documents.

1.22. "Purchaser" means the organization purchasing the goods.

1.23. "Republic" means the Republic of South Africa.

1.24. "SCC" means the Special Conditions of Contract.

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

1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.27. "Tort" means in breach of contract.

1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

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

7. Performance security

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

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

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

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

7.3.2. a cashier's or certified cheque

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

8. Inspections, tests and analyses

8.1. All pre-bidding testing will be for the account of the bidder. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.

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

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

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

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

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

8.7. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

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

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

10. Delivery

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

11. Insurance

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

12. Transportation

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

13. Incidental

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

13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;

13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;

13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

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

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14. Spare parts

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

14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;

14.1.2. in the event of termination of production of the spare parts:

14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

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

15. Warranty

15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Variation orders

In cases where the estimated value of the envisaged changes in purchase does not vary more tha15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted provided that there is no escalation in price.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or

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

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

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23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.

23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

23.6.1. the name and address of the supplier and / or person restricted by the purchaser;

23.6.2. the date of commencement of the restriction

23.6.3. the period of restriction; and

23.6.4. the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

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26. Termination for insolvency

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

27. Settlement of Disputes

27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

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

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

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

27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability

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

28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices.

35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 0f 1998.

35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

General Conditions of Contract (revised July 2010)

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5. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the **"Tender Number and Title"** clearly endorsed on the envelope, must be deposited in the **tender box** at the offices of the Stellenbosch Municipality, Plein Street, Stellenbosch.

2. The tender must be lodged by the Tenderer in the tender box in the Main Hall Entrance, Stellenbosch Municipal Offices, Plein Street, Stellenbosch

PLEASE NOTE:

2.1. Tenders that are deposited in the incorrect box will not be considered.

2.2. Mailed, telegraphic or faxed tenders will not be accepted.

2.3. Documents may only be completed in non-erasable ink.

2.4. The use of correction fluid/tape is not allowed.

2.4.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

2.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.

2.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)

2.6. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT.**

3. Where the value of an intended contract (or company turnover) will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please ensure that provision is made for VAT in these instances. The TOTAL price tendered will remain fixed.

3.1 It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.

3.2 The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Stellenbosch Municipality is **4700102181.**

3 Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.

4 Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.

5 Tenders shall be opened in public at the Stellenbosch Municipal Offices as soon as possible after the closing time for the receipt of tenders.

6 The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; ALTERNATIVELY;

6.1 That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.

6.2 The tenderer shall declare **all** the Municipal account numbers in the Stellenbosch Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.

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7. Negotiations for a fair market related price

7.1 The award of the tender may be subject to price negotiation with the preferred tenderers.

8 This bid will be evaluated and adjudicated according to the following criteria:

8.1 Relevant specifications
8.2 Value for money
8.3 Capability to execute the contract
8.4 PPPFA & associated regulations

9 Service Level Agreement

The award of the tender is subject to the signing of a Service Level Agreement (SLA) between the successful bidder and Stellenbosch Municipality.

10 Inclusion as a standard clause in the tender specification documents where any asset is constructed (delete which ever is not applicable)

On practical completion date, a report or certificate should be issued indicating the total costs of the project attributable to each significant component as identified within the lowest asset hierarchy level (4) as specified within the infrastructure catalogue or Annexure A of the Stellenbosch Municipality's asset management policy as approved in 2014, if not contained in the catalogue.

Inclusion in contract with consultants

If construction is still in progress over the year-end period of the Stellenbosch Municipality, being 30 June of each year, the Municipality should be furnished with a report / certificate at year-end (30 June), which details (a) The cumulative expenditure incurred up to 30 June for the project. (b) any details if the project is taking a significant longer period of time to complete than expected, including reasons for any delays. (c) details where construction or development has been halted either during the current or previous reporting period(s), including reasons for halting the construction or development of the asset/project.

11 Centralised Supplier Database

No Bids will be awarded to a bidder who is not registered on the Centralised Supplier Database (CSD).

The CSD supplier number starting with (MAAA) number is automatically generated by the Central Database System after successful registration and validation of a prospective service provider. This number is now a mandatory requirement, as referred to in regulation 14(1) *(b)* of the Municipal Supply Chain Management Regulations, as part of the listing criteria for accrediting a prospective service provider. Prospective suppliers should self – register on the CSD website at www.csd.gov.za Registration on the CSD will be compulsory in order to conduct business with the STELLENBOSCH MUNICIPALITY. Assistance with CSD Registration can be provided by contacting 021 808 8594 or Nicolene.Hamilton@stellenbosch.gov.za

Centralised Supplier Database No. MAAA……

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6. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

3.1.	**Full Name of bidder or his or her representative**	
3.2.	**Identity Number**	
3.3.	**Position occupied in the Company (director, shareholder [2] etc.)**	
3.4.	**Company Registration Number**	
3.5.	**Tax Reference Number**	
3.6.	**VAT Registration Number**	

3.7.	**Are you presently in the service of the state?**	**YES**		**NO**	
3.7.1.	If so, furnish particulars:				
3.8.	**Have you been in the service of the state for the past twelve months?**	**YES**		**NO**	
3.8.1.	If so, furnish particulars:				

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

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

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

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

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

NB:

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

4. DECLARATION

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

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

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

a. a member of –
  i. any municipal council;
  ii. any provincial legislature; or
  iii. the National Assembly or the National Council of Provinces;
b. a member of the board of directors of any municipal entity;
c. an official of any municipality or municipal entity;
d. an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
e. an executive member of the accounting authority of any national or provincial public entity; or
f. *an employee of Parliament or a provincial legislature.*

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7. MBD5 – DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing?	**YES**		**NO**	
1.1. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.				
2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?	**YES**		**NO**	
2.1. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days. 2.2. If yes, provide particulars.				
3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	**YES**		**NO**	
3.1. If yes, furnish particulars				
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	**YES**		**NO**	
4.1 If yes, furnish particulars				

CERTIFICATION

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

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

SIGNATURE		DATE	
NAME (PRINT)			
CAPACITY			
NAME OF FIRM			

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8. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 – PURCHASES/SERVICES 80/20 or 90/10

NB:
Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 16 January 2023 and the Stellenbosch Preferential Procurement Policy 2024/25

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 Black Economic Empowerment (B-BBEE) Status Level of Contribution and any other applicable preference.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to 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).

The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.2 Points for this bid shall be awarded for:

(a) Price;

(b) B-BBEE Status Level of Contributor

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and BBBEE (must not exceed 100)	**100**

1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 Failure on the part of a bidder to submit proof of Locality together with the bid, will be interpreted to mean that preference points for Locality are not claimed. **(N\A)**

1.6 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 in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section

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1 of the Broad-Based Black Economic Empowerment Act;

(b) "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"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 or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) "**Locality**" means the local suppliers and/or service providers that business offices are within the Municipal area of Stellenbosch (WC024).

(h) **"price"** includes all applicable taxes less all unconditional discounts;

(i) **"proof of B-BBEE status level of contributor"** means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

(j) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(k) "**Specific goals**" means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

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Pmin = Price of lowest acceptable bid

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

5.1 In terms of Regulation 4 (2) and 5 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining a specific goal specified for the tender.

5.2 The tendering conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, be attained.

5.3 A maximum of 20 points (80/20 preference points system) must be allocated for specific goals. These goals are:

(a) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;

(b) Promotion of enterprises located in the municipal area (WCO24) **(N\A)**

5.4 Regarding par 5.3 (a) at least 50% of the 20 points must be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

B-BBEE Status Level of Contributor	**Number of Points for 80/20 Preference Points System**
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5.5 A tenderer must submit proof of its BBBEE status level contributor.

5.6 A tenderer failing to submit proof of BBBEE status level of contributor –

5.6.1 may only score in terms of the 80/90-point formula for price; and

5.6.2 scores 0 points out of 10/5 BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.

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5.7 Regarding par 5.3 (b) a maximum of 50% of the 20/10 points must be allocated to promote this goal. Maximum points will be allocated as follows.

Locality of supplier	**Number of Points for 80/20 Preference Points System**	**Number of Points for 90/10 Preference Points System**
Within the boundaries of the municipality	N\A	N\A
Outside of the boundaries of the municipality	0	0

The maximum will be proportionately adjusted depending on the number of points allocated for this goal. E.G., 40% will equate to 8/4 points.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

7.1 B-BBEE Status Level of Contributor: . = …… (maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be substantiated by relevant proof of B-BBEE status level of contributor.)

7.2 Within the boundaries of Stellenbosch Municipality (WC024)? **(N\A)**

YES		NO	

Business Address - ……

……

……

(Points claimed in respect of paragraph 7.2 must be substantiated by relevant proof that the business premises are situated in the Municipal area of Stellenbosch (WC024). A valid municipal account or proof of valid lease agreement must be attached) **(N\A)**

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

YES		NO	

8.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....……%
ii) The name of the sub-contractor……
iii) The B-BBEE status level of the sub-contractor.....……
iv) Whether the sub-contractor is an EME or QSE

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(Tick applicable box)

YES		NO	

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise

Designated Group: An EME or QSE which is at last 51% owned by:	**EME** √	**QSE** √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm: …….

9.2 VAT registration number: ……

9.3 Company registration number: ……

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ 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 **MUNICIPAL INFORMATION**

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Municipality where business is situated: ……..

Registered Account Number: …….

Stand Number: …….

9.8 Total number of years the company/firm has been in business: ……

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

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

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

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

(e) forward the matter for criminal prosecution

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

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PLEASE COMPLETE IN FULL YOUR OWN AFFIDAVIT TO CLAIM POINTS

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL (DRAFT EXAMPLE)
(DO NOT USE. USE NEW/APPLICABLE TEMPLATE)

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf: NB!

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Vat Number (If applicable)	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"

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Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

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3. I hereby declare under Oath that:

- The Enterprise is_____% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is_____% Black Female Owned as per Amended Code Series 100of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is_____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
    - Black Youth % =_____%
    - Black Disabled % =_____%
    - Black Unemployed % =_____%
    - Black People living in Rural areas % =_____%
    - Black Military Veterans % =_____%

- Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of_____(DD/MM/YYYY), the annual TotalRevenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

NB!

100% Black Owned	**Level One** (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	**Level Two** (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	**Level Four** (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature:_____

Date :_____

NB! ORIGINALLY CERTIFIED/ NOT COPY

_____

Commissioner of Oaths
Signature & stamp
Date:

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EXAMPLE OF POINT SCORING AND ALLOCATION OF PREFERENCE POINTS (80/20) WHERE LOCALITY AS A GOAL IS INCLUDED. STELLENBOSCH PREFERENTIAL PROCUREMENT POLICY.

BIDDER	PRICE	BBBEE LEVEL (VALID)	BUSINESS PREMISES (IN WC024)
TENDERER A	R 80 000	1	NO
TENDERER B	R 75 000	1	YES
TENDERER C	R 70 000	2	NO

BIDDER	PRICE POINTS (Out of 80)	BBBEE POINTS (Out of 10)	LOCALITY POINTS (Out of 10)	TOTAL POINTS (Out of 100)
TENDERER A	68.57	10	0	78.57
TENDERER B	74.29	10	10	94.29
TENDERER C	80	9	0	89

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9. MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? *(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).*	**Yes**	**No**
4.1.1	If so, furnish particulars:		
4.2	Is the 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)? *(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).*	**Yes**	**No**
4.2.1	If so, furnish particulars:		
4.3	Was the 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**

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

5. CERTIFICATION

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

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

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

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10. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids invited.

2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[4] Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.

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

   3.1. take all reasonable steps to prevent such abuse;

   3.2. 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

   3.3. 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.

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

STELLENBOSCH MUNICIPALITY

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

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

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

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5.1. has been requested to submit a bid in response to this bid invitation;

5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

5.3. 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[5] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   7.1. prices;
   7.2. geographical area where product or service will be rendered (market allocation)
   7.3. methods, factors or formulas used to calculate prices;
   7.4. the intention or decision to submit or not to submit, a bid;
   7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
   7.6. bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

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

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11. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003)

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

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

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

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

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

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

NB: Please attach certified copy (ies) of ID document(s) and Municipal Accounts If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement or sworn affidavit must be submitted with this tender.

- **PLEASE SUBMIT MUNICIPAL ACCOUNTS FOR THE FOLLOWING TWO MONTHS AFTER BID CLOSURE TO THE RELEVANT SCM PRACTITIONER SHOULD THE BID NOT BE AWARDED YET.**

Signature	**Position**	**Date**

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

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)	
Stellenbosch Municipality has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor. In order to enter into this agreement, the following information is needed regarding the above-mentioned:	
Contractor's registration number with the office of the Compensation Commissioner:	
NOTE: **A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing must be handed in, in this regard.**	

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	

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13. FORM OF INDEMNITY

INDEMNITY

Given by (Name of Company) _____

of (registered address of Company) _____

a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by (Name of Representative) _____

_____in his capacity as (Designation) _____

of the Contractor, is duly authorised hereto by a resolution dated _____ /20___,

to sign on behalf of the Contractor.

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

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

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

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PART B – SPECIFICATIONS AND PRICING SCHEDULE

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14. SPECIFICATIONS

CONTENTS

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1. SCOPE OF SERVICES

Stellenbosch Municipality is awaiting a proposal on ICT security services, including best efforts detection, investigation, monitoring and remediation of misuse and abuse of network resources occurring behind the corporate firewall based upon agreement and implementation of a set of best practices security Policies and Procedures.

2. Cloud assessment and monitoring

Stellenbosch Municipality is awaiting a proposal on Microsoft Cloud assessment and monitoring system as a service. This is required to manage and assess risk across our entire Microsoft Cloud Environment.

The system should assess and document at least the following components:

- Microsoft 365 Cloud Services
  - Office 365
  - Teams
  - SharePoint
  - OneDrive (no need to scan file content)
  - Outlook/Exchange (no need scan email content)

- Microsoft Azure Cloud Services
  - Azure Active Directory

Reporting

Reporting is required on at least the following areas is required through this system.

- Assessments on Azure AD
  The Azure AD Detail Report must go through the entire Azure Active Directory environment and document all organizations, domains and support services that are turned on for the AD environment. Every detail must be presented in line-item fashion in an editable report document including installed special applications, web URLs to those apps, organizational contacts, distribution lists, proxy addresses, Microsoft service plans and SKUs being used, groups, users, permissions, devices and more. The report must be organized by section with a table of contents to help us locate the specific findings of interest and problem areas must be highlighted in red, making it easy to spot individual problems to be rectified.

- SharePoint assessments

  The SharePoint Assessment Report must be a detailed assessment that shows the total number of sites started under management, how many active SharePoint sites there are, what storage requirements there are and include daily trends in the number of sites and storage usage. It should then take the site collections and breaks down all the individual sites so that we can understand what is being published in each, how they are organized, and even what groups they contain. Among other things, the report must help us understand growth trends and better predicts backup needs.

- One Drive Usage reports

  The OneDrive Assessment Report must provide a high-level summary report of all OneDrive usage. This overview report must give us a solid handle on how the OneDrive platform is growing and look for spikes in that growth that need to be managed. It also

needs to look for spikes in activity that may need to be investigated. The report must provide trends over of 30-, 60-, and 90-day increments to give us a solid indicator of storage and bandwidth utilization.

- Outlook Mail Activity reports
  The Outlook Mail Activity Report must provide deep dive information about Office 365 usage. The Outlook Mail Activity Report must provide a high-level summary of what emails are being sent and received by your top 10 active senders and active receivers for the reporting period. This report is meant to be run month-over-month to identify the power users who may need more capacity and which mailboxes are not being read at all and likely represent recently inactive users that need to be cleaned up.

- Microsoft Teams assessments
  The Microsoft Teams Assessment Report must provide detail about each team in the system, including who the owners are, what channels they have and what kind of user identity audits have been conducted on the channels. There must be individual entries that can be used for audits of the member settings, the guest settings, the message settings, the fun settings and the tab settings. This information must include other types of misconfigurations that might cause security problems, such as having guest members that may have the ability to remove and delete channels.

- Microsoft Cloud Security Assessments
  The Microsoft Cloud Security Assessment report must bring together all the security aspects of Microsoft Cloud under one umbrella. It should not only include our own Microsoft Control Score and Secure Score from Microsoft but also show our trending against the average score of our peers.

- Microsoft Cloud Configuration Change reports
  The Microsoft Cloud Configuration Change Report must be a very detailed technical report that identifies entity and configuration changes. The changes must be grouped by properties, showing the old values vs. the new values, and then the changes must be grouped together into bands. This report must give us the ability to look at a group of changes together, as well as see how all the properties have changed for that time-period.

- Cloud Risk report

  The Cloud Risk Report must span over all the Microsoft Cloud components. It must include an overall Risk Score, an overall Issues Score, as well as a summary list of issues discovered. The issues must come from both the Microsoft controls as well as other best practices. It must identify specific risks that are due to misconfigurations as well as risks created from turning on or off specific running components.

- Cloud Management plan
  The Cloud Management Plan must take issues identified in the Risk Report, organizes them by severity and includes specific recommendations on how to remediate them. The report's information must be pulled directly from the Microsoft controls from multiple Cloud components, including SharePoint, OneDrive, Teams, Azure AD itself. It must also identify other types of issues related to misconfigurations and operations.

- Compensating Control Worksheets

  The report is required to present the details associated with security exceptions and how Compensating Controls will be or have been implemented to mitigate risks in the cloud environment. This is required to explain and document why various discovered items are possible false positives. The Compensating Controls Worksheet does not alleviate the need for safeguards but must allow for describing of alternative means of mitigating the identified security risk as reference.

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3. Dark Web monitoring

1. Corporate Domain Monitoring

   Monitor the Dark Web for Stolen user credentials (emails/passwords) found indicating the Municipality or a 3rd party application/website that our employees use may have been compromised.

2. Email Monitoring

   To monitor the personal mail addresses of our executive Management and administrative users, in addition to their Municipal email accounts. The preferred system will need to monitor up to at least 10 personal emails, in addition to those within the Municipal network.

4. Security Operations Centre (SOC)

The Municipality wishes to engage a suitable vendor to provide a 24 x 7 x 365 Managed Security Service encompassing a Security Operations Centre (SOC).

SPECIFICATION OF REQUIREMENTS

Tenderers must address each of the requirements in this part of the tender and submit a detailed description in each case which demonstrates how these requirements will be met and their approach to the proposed delivery of the Services. A mere affirmative statement by the Tenderer that it can/will do so, or a reiteration of the tender requirements is NOT sufficient in this regard.

The Municipality wishes to engage a suitable vendor to provide a a 24 x 7 x 365 Managed Security Service encompassing a Security Operations Centre (SOC) solution which it is proposed to implement on a phased basis. The purpose of the SOC will be to monitor and analyse the Municipality's ` data environment and to alert and advise on remediation. The proposed solution must be capable of operating across firewall zones and provide support for Cloud services incl. Azure.

The objectives from a Municipal perspective include the following:

- To implement a solution to detect and respond to threats, while maintaining all systems and network data in a secure manner.
- To increase resilience by learning about the changing threat landscape (both malicious and non-malicious, internal and external)
- To identify and address negligent or criminal behaviour.
- To derive business intelligence about user behaviour to shape and prioritise the development of technologies.

Approach to the delivery of the SOC Managed Service

The Managed Service provider must have a dedicated, established Security Operations Centre staffed 24/7/365 by appropriately qualified personnel to monitor, investigate and alert on SOC events. The proposed Managed Service must include:

- Solution deployment
- Configuration and management of a SOC solution

- Alerting in respect of significant events to augment and support the Municipalises' internal Security Team and to deal with new and emerging threats as they arise.

Tenderers must clearly describe how each element will be delivered and the expected working relationship, roles and responsibilities both internally and between the SOC and the Municipal internal Security Team which will be the primary contact for the proposed managed service.

Threat Detection, Classification and Alert Notification

- Tenderers must provide details on their proposed solution's full range of threat intelligence feeds and the methodologies used to maintain their currency to mitigate the latest threats and vulnerabilities and describe what access to this data the Municipality will have.

- Tenders must clearly describe their full alert management process, including details on how threats, vulnerabilities and suspicious activity will be assessed and classified. The SOC will have differing levels of response based on the level of an event as described below or *equivalent* as relevant to the proposed solution.

    - Category A (High severity/risk)
    - Category B (Medium severity/risk)
    - Category C (Low severity/risk)

- Depending on the severity of an event, the SOC will have different response/investigation targets defined within an SLA and in this regard must provide typical response/alert/escalation time frames for each level of events. Tenderers must describe their approach to managing each of these event priorities.
- Tenderers must fully describe each stage of the process and must provide details of each layer of the SOC event management workflow from initial triage through assessment and RCA and finally to detailed analysis and resolution.
- The response should include details of how the event is detected, classified and remediation advice is reported back to Municipal Security and Technical Support teams together with relevant third-party Service Providers in line with agreed notification procedures.

Technical Requirements of SOC Solution

The Municipality is seeking an industry leading SOC solution to be deployed as the primary security event management tool for the proposed service. In this regard, tenderers must clearly describe their rationale for their proposed solution. The SOC solution must be capable of providing a secure means of integration with designated Municipal systems and support the **real-time** collection and analysis of events from host systems, security devices and network devices, combined with contextual and behavioural information for threats, users, assets and data.

- Tenderers must list the primary tools used to deliver the proposed services. Similarly, tenderers must describe the function or service offering they support, and indicate whether they are proprietary, commercial, or open-source encompassing log collection, log management and storage, analytics, reporting, case management and workflow, and incident response.

- **The proposed solution must not have any adverse impact on the day-to-day operations of Municipality.**

- Tenderers must describe how they propose to maintain the proposed SOC solution in terms of its currency and optimisation and develop procedures to manage and respond to classes and severity of incidents.

- The Service Provider will be required to monitor Municipal endpoints and network infrastructure to identify threats and vulnerabilities, which could compromise data or impact on system availability. This response will include an initial SOC based investigation, alerting and response process which will be defined in a run book agreed at contract commencement. Tenderers must describe their ability to analyse this data and to provide real-time event correlation between data sources, and real-time alerting of security incidents and system health incidents.

- Tenderers must describe their support for the creation and management of customized correlation rules and any limitations, such as data sources, age and query frequency.

- Tenderers must describe their ability to analyse this data to identify when changes in behaviours of users or systems represent risk to our environment.

- Tenderers must describe how false positives are managed, and how false positive feedback from the Municipality will be managed.

- Tenderers must describe support to the Municipality in the configuration of end devices for the purposes of log collection for the SOC solution e.g. configuration of NetFlow or agent installation etc.

- Tenderers must describe how the proposed solution can be tuned and enhanced as the process matures.

- Tenderers must describe the data life cycle management requirements, such as backup of the data stored in the proposed SOC solution.

- Tenderers must describe how Municipality's data (including data generated by their company about security events and incidents affecting the Municipality) will be governed and protected in transit.

- Tenderers must describe the scope of compliance reporting which will be included within the proposed Managed Service.

- Tenderers must also provide details of their approach to and the processes, resources and all relevant tools deployed to provide advanced capabilities to include Artificial Intelligence, Machine Learning, Threat Management and Vulnerability Management capabilities. The Municipality's decision to avail of any of these features and any other additional feature is optional and will be dependent on price and as a result may not be availed of, during the contract period.

- Tenderers must describe the architecture of the proposed SOC solution, including elements within the SOC data centre (on tenderer's premise, colocations and private and public Cloud services) and within the Municipality, as well as the centrally delivered log management, analytics and portal tiers. Any elements that are delivered by third-party partners must be identified.

- While the Municipality will consider a Cloud or an on-premises solution, Log Collectors must be hosted within the Municipality.

- Tenderers must describe the operating model of their proposal i.e. whether it is appliance based or physical/virtual server. If physical or virtual server based, tenderers must clearly describe the full technical specifications of their proposed solution.

- Tenderers must clearly describe any proposed licensing model to include itemised advanced features together with the terms and product rights of any proposed software.

- Tenderers must provide details of all necessary connectivity requirements such as that between the Municipality and the proposed SOC.

- Tenderers must state whether their solution requires an agent install to collect data and any associated licencing with this agent. Where possible, tenderers should indicate whether this agent can be installed using automated methods.

- The solution must be accessible by the Municipal Security Team for the purposes of report generation and environment status review including real-time visibility of any issues, threats, vulnerabilities or suspicious activity. Tenderers must demonstrate the ability to produce standard and custom management reports, including standard weekly and month end reports, relating to compliance and on any issues, threats, vulnerabilities or suspicious activity. Tenderers must include a list of standard reports together with a clear description of the range of possible customisations. In this regard tenderers must advise how access to the solution will be controlled and reported.

- The successful tenderer must carry out a due diligence audit within the first month of the contract. The Municipality's decision not to implement any recommendation as a result of the review will not alter the terms of this contract.

Log Sources

The proposed SOC Solution must be capable of integration with log sources and provide alerts on the following:

Table 1

See required integrations.

Dark Web monitoring	Switches & Routers
Cloud – MS Azure, Amazon	Office 365
Anit-Virus mail protection	Domain Controllers
Anti-Virus / Endpoint protection	Servers (IIS, Windows, Exchange,)
Advanced Threat Protection	Web Application Firewall / Physical Firewall

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The following type of monitoring is required as a minimum:

Advance breach detection	Crypto Mining detection
Cyber Terrorist Network Connections	Ransomware Detection
Endpoint Event Log Monitor	Firewall Log Analyzer
IOC Detection	Log4j Detection
Malicious File Detection	Microsoft Exchange Threat Detection
Office 365 Login Analysing	Office 365 Log Monitoring
Office 365 Risk Detection	Office 365 Secure Score
Print nightmare vulnerability protection	Pwnd Monitoring
Sophos Monitoring Central and physical firewall(s)	Suspicious Network Services Monitoring
Suspicious Tools Monitoring	Defender for Business monitoring
Report on vulnerabilities from Network access policy system see 4.2.1.	Exchange Hafnium Exploit monitoring
Dns Filter Monitoring	Provide Windows Defender Manager capabilities.
Specify additional detections.	

Log Management

- The proposed SOC solution must have a log archival process in place. These archives should be easily searchable from within the SOC for a period of at least 12 months.
- Tenderers must therefore describe the log archive policy of the proposed solution and its capability to search these archived logs within the SOC for 12 months and also the backup processes proposed.
- Tenderers must describe the methods deployed to analyse data over the retention period and the facility to filter or edit large log sources.
- Tenderers must make provision for the handover of data at the end of the proposed contract and in this regard, tenderers must describe their approach to this **mandatory** requirement.

System Maintenance

As well as monitoring, investigating and alerting, the successful tenderer will be required to take part in general SOC application maintenance and housekeeping tasks when required as part of the contract. This includes the editing/removal of rules and alerts that are not performing efficiently in the SOC and the configuration of new rules and alerts when required. Tenderers must describe the processes and methodologies used to meet this requirement.

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Implementation/Project Take-on
As described above, the Municipality is seeking proposals for the provision of SOC Managed Service.

The infrastructure includes the Data Centre and operating environment of Officials in the respective Municipality and the bidder(s) should ensure that appropriate resources are available for implementation.

The Municipality has collectively over 750 endpoints to include SOC with 690 users using various online systems and resources like Microsoft 365.

The following considerations must be taken into account.

- Tenderers must include a Project Implementation Plan identifying requirements, processes, timescales, milestones and other relevant information to demonstrate the feasibility of their approach to the delivery of each element of the project. The plan should clearly map out the implementation schedule from the time of contract commencement and what the typical project timeline would be for a similar sized project. The plan should also set out the project approach in terms of the assessment of the existing infrastructure.
- Tenderers must provide details of the key personnel to be deployed on the implementation project, their role, skill set and any relevant expertise that they may have. Tenderers must include Junior/Senior Engineering Day rates and Project Manager costs (if required and by prior arrangement only) associated with the full delivery of the proposal.
- Tenderers must explain their approach to the initial assessment, and how a baseline security level is established. Tenderers must include specifics on their infrastructure requirements, data transfer, data storage and segregation, backup systems and encryption standards.
- Tenderers must also describe the frequency and opportunities for continuous improvement during the implementation phase.

It is a mandatory requirement that any knowledge transfer of the proposed solution to Municipal technical staff must be provided and will be required at no additional cost.
Security Operations Centre (SOC)

The Municipality acknowledges that different solutions can be based on various pricings methodologies. Therefore, the bidder is required to complete this pricing schedule as far as possible, and if the pricing methodology differs from the provided schedule, the total column needs to be completed and a detailed quotation based on the bidder's implementation methodology must be submitted as part of the bidding process **with clear indication where this can be found in the document**.

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5. Monitoring, management, and Audit system

The purpose of this system is to enable the Municipality to be able to control, manage and monitor the ICT environment, inclusive of devices and resources, directly connected to the various LAN`s of the Municipality.

The Municipality currently consist of the following and the applicable system should be able to be segmented in different areas of control, management and alarm notifications and reporting with the capability to handle an ever-growing environment.

1. Active sites on the WAN – expanding continuously.
2. 750 end users on LAN over the active sites
3. 12 Hosting servers with 60+ virtual servers and expanding
4. SQL databases
5. Total of approximately 2000 networked devices

The system should be a hosted solution with a local central agent (pc/device) monitoring segmented probes/nodes/agents on the various network segments, to minimize traffic in the network environment and a Demo may be required from the successful Tenderer.

To summarise – with almost immediate effect the Municipality must have a complete view and control of its Network Infrastructure environment 24 x 7 x 365 with Monthly Executive Reports of the network (example must be provide) The Municipality must have one management console for the Network environment including, Servers, Switches, Routers, Desktops, Network Printers; This solution must enhance productivity within the IT department and reduce risk.

The system/tool should at least have the following features:

- IT Asset Management.
- Hardware warranty management with start/end date with serial numbers on HP/Dell/Toshiba/Acer/Apple Devices.
- Patch Monitoring.
- Exchange Monitoring.
- Active Directory Monitoring.
- Software licence compliance monitoring.
- Monitoring Services 24 x 7 x 365 with email alerts.
- Security Monitoring.
- Remote support tools.
- Basic Connectivity Router and Switch Monitoring.
- Internet Connection Monitoring
- Website availability monitoring.
- Monitoring, alerting of Backup Solutions

The system should further include at least following functionalities:

1. <u>Overview</u>

1.1 Active issue/Alerts dashboard
1.2 All devices dashboard
1.3 Job status dashboard

2. Segmented dashboards: These dashboards is a standard requirement, but the system should be able to setup additional dashboards should it be required.

2.1 IP phones
2.2 Windows laptops
2.3 Network devices.
2.4 Printers' dashboard
2.5 Server hardware dashboard – Dell
2.6 Probes / agent dashboard for server environment
2.7 Generic workstation dashboard
2.8 Windows workstation dashboard
2.9 Windows workstation probe/node dashboard
2.10 Server – Application and WMI hardware dashboard
2.11 Servers – SBS application and WMI Hardware dashboard
2.12 Servers – VMware ESXI dashboard
2.13 Manage dashboard settings / configuration / access etc. dashboard.

3. Actions to be performed from system.

3.1 Add/import/onboard devices.
3.2 Add sites.
3.3 user management
3.4 Agent / probe download configuration option.
3.5 File transfer capabilities.
3.6 Patch approvals.
3.6.1 Automatic approval – configurable per schedule
3.6.2 Approvals per device
3.6.3 Approval per patch
3.7 Push 3rd party software.
3.8 Monitoring and alerting capabilities of Backup solutions for devices in environment
3.9 Discover devices on segments of network.
3.10 Running of Mac Scripts
3.11 Automation of policies
3.12 Running scripts
3.13 Security manager for AV scanning and monitoring

4 Reports/Exports

4.1. Reports

4.1.1 Detailed Computer Audit report

This report shows many device details on one page per device. It sorts by device type within each site. Servers are listed on top.

4.1.2 Device Activity report

This report shows the selected activities performed on the targeted devices in the selected date range. Devices are grouped by site and activities are sorted by start date (ascending). Notes added to a device in the legacy UI, New UI, or Agent Browser are

shown in the report in the Activity column with the heading Note followed by the contents of the note. The time a note was added to a device is also displayed

4.1.3 Device Health Summary report

This report shows the health of the targeted managed devices. It displays the total number of devices that passed or failed all health checks. Problem areas include whether the device is fully patched, is software compliant, has up-to-date antivirus, if it's been online within the last 30 days, or if it has open alerts.

4.1.4 Device Monitor Status report

This report shows the last values and history of individual monitors applied to the targeted devices. The devices and monitors are sorted in alphabetical order within each site.

4.1.5 Device Storage report

This report lists the selected disks available on the targeted devices, including their available disk space. It groups by device type within each site. Servers are listed on top. Within each device type group, it sorts by Device Name in alphabetical order, and then by Drive in alphabetical order.

4.1.6 Executive Summary report

This report shows the health of the delivered managed services.
NOTE Patch Management data is only available for Windows devices.
NOTE Software compliance data is only available for Windows and macOS devices.
Configure the following options:
• Minimum amount of free space required on the system drive (% or GB). Default value: 15%.
• Minimum amount of RAM required on a device (GB). Default value: 3.8 GB.

4.1.7 Hardware Lifecycle report

This report can be used to give a clear rundown of inventory nearing the end of its productive lifecycle. The targeted devices are grouped by site and sorted by hardware age (Build Date) first and device name second. Sites are listed in alphabetical order.

4.1.8 Monitoring Performance report

This report shows the CPU, disk, and memory graphs for the targeted devices for the past 30 days.
NOTE These graphs are only available for devices with an Agent installed. Therefore, the number of Targeted Devices on the cover page may differ from the actual number of devices listed in the report.

4.1.9 Network Audit report

This report shows all Managed and Discovered (Unmanaged) devices grouped by site

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4.1.10 Open Monitor Alerts report
This report shows the current open alerts by device. Devices are grouped by site and sorted by total number of alerts.

4.1.11 Patch Management Activity report
This report shows patch activity for the targeted devices in the selected date range. Devices are grouped by site and patches are sorted by installed date (ascending).
NOTE Patch Management data is only available for Windows devices.

4.1.12 Patch Management Details report
This report gives a high-level overview of the installed, pending, and not approved patches of the targeted devices. Patches are sorted by status and grouped by device type within each site. Servers are listed on top.

4.1.13 Patch Management Summary report
This report shows patch status by device. A patch summary pie chart is displayed at the top of the report. Patches are sorted by status and grouped by device type within each site. Servers are listed on top.

4.1.14 Software report
This report shows installed software and versions grouped by device matching your criteria. A software summary is displayed at the top of the report. Devices are grouped by site.

4.2 CSV Exports Detailed Reports

4.2.1 Admin Activity export
This export shows a line-by-line list of every activity performed by the selected Administrators in the selected date range.

4.2.2 Device Activity export
This export shows a line-by-line list of the selected activities performed on the targeted devices in the selected date range.

4.2.3 Device Change Log export
This export shows the selected types of changes in the device change log of the targeted devices in the selected date range.

4.2.4 Device Details export
This export shows all available device information of the targeted devices.

4.2.5 Device Patch Summary export
This export shows devices with pending patches at the device level.
NOTE Patch Management data is only available for Windows devices.

4.2.6 Device Storage export
This export lists all available disks on the targeted devices, including their available disk space.

4.2.7 Installed Software export
This export shows installed software and versions per device matching your criteria.

4.2.8 Microsoft Audit export
This export shows the information required by Microsoft for licensing purposes. It includes Microsoft operating systems, applications, and device details.

4.2.9 Monitor Alerts export
This export shows all alerts matching your criteria for the targeted devices in the selected date range.

4.2.10 Patch Details export
This export shows a list of all patches of the selected patch statuses for the targeted devices.
NOTE Patch Management data is only available for Windows devices.

4.2.11 Site Device Count export
This export shows the total number of devices per site, grouped by device type.

5. Configuration settings

5.1 **Asset / Device Discovery – Adding jobs to discover either once of or recurring** schedule.

5.2 **Filter – need to be configured as per user requirements as drop-down options for** any discovery job or monitoring or managing function or to define search criteria.

5.3 Backup Solution Monitoring

5.3.1 Monitoring and Alerting with Policy Template

5.4 Monitoring

5.4.1 Application compliant rules
5.4.2 Application compliant settings – all discovered applications and self-selected applications
5.4.3 Dashboards – add, remove and create own dashboards.
5.4.4 License Compliance – define licenses in environment to monitor for compliance.
5.4.5 Wizard to setup monitoring for Service templates, Dashboards, Notifications and Rules
5.4.6 Notifications – who receives notifications for various alarms.
5.4.7 Rule to be defined for various filters.
5.4.8 Service groupings to be monitored.
5.4.9 Service templates to standardise on groupings and other to be monitored.

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6 Patch Management should at least include the following.
- 6.1 Patch management setup wizard.
- 6.2 Patch approval by: Patch, Device or automatic approvals.
- 6.3 Patch enabled rules defining if one or more of the following can be defined- Patch detection, Patch pre-download, Patch installation, System reboot (y/n)
- 6.4 Patch profiles should be able to be defined.

7 Scheduling of tasks
- 7.1 Add / Delete tasks.
- 7.2 Network share defaults for repositories should be configurable.
- 7.3 Schedule task profiles to define task for monitoring, self-heal, scanning etc.
- 7.4 Script/Software repository – system default and own

8 Manage security.
- 8.1 Global exclusion
- 8.2 Profiles
- 8.3 Quarantine Management
- 8.4 Security events
- 8.5 Update of server's security

9 User Management should at least include.
- 9.1 Two-factor authentication
- 9.2 User management
- 9.3 Access group management
- 9.4 Roles and responsibilities

10 Training videos online available accessible through management system clearly categorising the various modules.

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6. Network Access & Security Assessment Tool

The Stellenbosch Municipality requires a comprehensive ICT Network Access and Security service tool, including best efforts detection, investigation, monitoring and remediation of misuse and abuse of network resources occurring behind its corporate firewall based upon the implementation of a set of best practice security Policies, Procedures and continuous Security Assessments.

These monitoring Policies, Procedures and Security Assessments should include the following:

NO	REQUIREMENTS	COMPLIANCE	
		YES	NO
1	**Authorization of new Devices to be Added to Restricted Networks** Restricted networks should be tightly controlled to conform to strict network change management policies and procedures. Implementing security controls and applying consistent policies can help protect the organization from these security threats. We need to receive an alert with recommended actions to be taken when new devices have been added to any network segment designated as restricted.		
2	**Investigate Suspicious Logons by Users** Computer user login attempts by a particular user that are made outside of normal time frame patterns or from an unusual location indicates behaviour consistent with unauthorized user access or malicious software. When this event is detected, we need to receive an email alert warning of the suspicious activity with recommended actions to be taken.		
3	**Investigate Suspicious Logons to Computers** Attempts to access a computer using login credentials not normally associated with that particular computer could point to unauthorized user access or use of malicious software. When this event is detected, we need to receive an email alert warning of the suspicious activity with recommended actions to be taken.		
4	**Strictly Control the Addition of Printers** Network printers are vulnerable to security risks. Connecting to and printing from an unauthorized printer can lead to information loss. Anytime a new printer is found on the network, we need to receive an alert notifying us with recommended actions to be taken to ensure that it is authorized to prevent any potential threat.		
5	**Restrict Access to Computers with specified roles.** Computers on the network that are used to transmit, process, or store sensitive information and records which should only be accessed by authorized users. Trying to prevent users from accessing these resources through group policies, restricted logons and other network "hardening" is best practice. However, we still need to know when unauthorized users attempt to access sensitive systems and login to one of these machines. We need to receive an email alert when unauthorized user attempts to login to one of these computers with recommended actions to be taken.		

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NO	REQUIREMENTS	COMPLIANCE	
		YES	NO
6	**Restrict Access to ICT Admin Only Restricted Computers to ICT Administrators** Domain controllers, web servers, database servers, and mail servers should only be accessed by users who are ICT Administrators. These devices are critical to the normal operation of the business. We need to receive an alert with recommended actions when a user, who is not an ICT Administrator, attempts a login to a computer designated for only ICT Administrator access.		
7	**Restrict Access to Business Owner Type Computers to Authorized Users** Computers on the network that are designated as "Business Owner Type Computers" may only be accessed by authorized users. These devices often contain confidential, privileged, and other private and sensitive records and should only be accessed by authorized users. We need receive an email alert with recommended actions when unauthorized users attempt to login to one of these computers that are designated as a "Business Owner Computer."		
8	**Restrict Access to Systems in the Cardholder Data Environment (CDE) to Authorized Users** Cardholder Data Environment (CDE) system components that access, use, or maintain Cardholder Data. Only workforce members or business associates who have been authorized to have access to specified Cardholder Data, in accordance with the requirements set forth may access and work with the associated Cardholder Data. We need to receive email alerts with recommended actions to be taken when suspicious or potentially unauthorized users log into computer designated as containing Cardholder Data.		
9	**Restrict ICT Administrative Access to a Minimum** Administrator access rights to computers and other ICT resources should be limited to users who have been authorized to this level of system access to perform their role. We need to receive an alert with recommended actions to be taken after a user account has been provided with Administrator rights on the network, or a new user has been created with administrator rights.		
10	**Restrict Users that are Not Authorized to Log into Multiple Computer Systems** Computer users, in general, are assigned a specific machine for use in performing their business duties. We need to identify users who should only log into a single computer. When a single desktop user logs into multiple computers, their behaviour is viewed as suspicious and should be investigated further. We need to receive email alerts with recommended actions to be taken when tagged users log into more than one computer.		
11	**Strictly Control the Addition of New Local Computer Administrators** An important part of securing our network is managing the users and groups that have administrative access. When a user account is added to a computer and this account is assigned administrator		

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NO	REQUIREMENTS	COMPLIANCE	
		YES	NO
	rights, we need to receive an email alert with recommended actions.		
12	**Strictly Control the Addition of New Users to the Domain** The addition of new users to the network should be strictly controlled. An important part of securing our network is managing the addition of new users. Any time a new user account has been identified as being added to the network, verify that the new account was authorized. We need to receive an email alert with recommenced actions when a new user account has been added to the network.		
13	**Strictly Control the Removal of Users from the Domain** The removal of users from the network is to be strictly controlled. Any time a user account is has been identified as being removed from the network, we need to receive an email alert with recommended action when a user account has been removed from the network.		
14	**Strictly Control the Creation of New User Profiles** User profiles are created when users access systems for the first time. The appearance of new user profiles indicates successful access to systems. Monitoring the creation of new profiles allows detection of access. Any time a new user profile has been identified as being added to the network we need to receive an email alert with recommended action.		
15	**Changes on Locked Down Computers should be Strictly Controlled.** There are some computers in a network where we want to be alerted of any changes to the system that are significant. These can be important systems like Domain Controllers, Exchange Servers, or servers where we have strict change management. We need to receive email alerts with recommended actions of computers designated as "locked down" meaning they should not be tampered with.		
16	**Install Critical Patches for DMZ Computers within 30 Days** Computers in the DMZ are highly susceptible to malicious attacks and software if left vulnerable due to critical patches not being applied on a timely basis. We need to receive an email alert with recommendations when a threat to a DMZ Computer, results from critical patches not being installed.		
17	**Install Critical Patches on Network Computers within 30 Days** Computers on the network are highly susceptible to malicious attacks and software if left vulnerable due to critical patches not being applied on a timely basis. We need to receive an email alert arising from vulnerabilities that are a result of critical patches not being timely installed.		
18	**Restrict Internet Access for Computers that are Not Authorized to Access the Internet Directly** Computers on the network should be prevented from having direct access to the Internet. We need to receive an email alert with recommended actions if at any time computers can access the Internet directly and not via the authorized network and Firewall.		

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NO	REQUIREMENTS	COMPLIANCE	
		YES	NO
19	**Strictly Control the Clearing of System and Audit Logs** The clearing of logs can be used as a forensic countermeasure and should be strictly controlled. Only authorized personnel with a justifiable reason should clear event logs manually. We need to receive an email alert with recommended action when any system or audit log is cleared.		
20	**Enable automatic screen lock on computers with sensitive information.** Automatic screen lock should be enabled on all computers to prevent unauthorized access. We need to receive an email alert with recommended action if there are computers that does not have the Automatic screen lock enabled.		
21	**Enable automatic screen lock for users with access to sensitive information.** Automatic screen lock should be enabled on all computers accessed by users who have access to sensitive information. We need to receive an email alert with recommended action if there are users that have access to sensitive information that does not have the Automatic screen lock enabled on their device.		
22	**Only store Personally Identifiable Information (PII) on systems marked as sensitive.** Personally Identifiable Information (PII) should only be stored on systems specifically marked as containing sensitive information. These systems should have additional safeguards and controls to prevent unauthorized access. We need to receive an email alert with recommended action if there are any devices that are marked sensitive without the additional safeguards and controls in place. We also need to receive an email alert with recommended action if there are any devices that are not marked as sensitive, but has PII data stored on it.		
23	**Only store cardholder data on designated systems** Cardholder Data should only be stored on systems specifically marked as part of the Cardholder Data Environment (CDE). These systems should have additional safeguards and controls to prevent unauthorized access. We need to receive an email alert with recommended action if there are any devices that are marked sensitive without the additional safeguards and controls in place. We also need to receive an email alert with recommended action if there are any devices that are not marked as sensitive but has Card Holder data stored on it.		
24	**Detect malicious software and potential security breaches (Breach Detection System)** We currently have endpoint protection systems, however, we require an additional layer of security. We require an independent scan to detect any possible malicious software and potential security breaches, which is independent of the endpoint protection systems used. If any detections are detected, we need to receive an email alert with recommended action.		
25	**Detect Network Changes to Internal Networks**		

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NO	REQUIREMENTS	COMPLIANCE	
		YES	NO
	Monitoring changes to a private network assist in identifying potential security concerns. Anytime a new device is connected to or disconnected from a network, we need to receive an email alert with recommendation notifying us of the potential rogue device connection or possible theft of equipment.		
26	**Detect Network Changes to Internal Wireless Networks** Monitoring changes to a private wireless network assist in identifying potential security concerns. Anytime a new device is connected to or disconnected from a wireless network, we need to receive an email alert with recommendation notifying us of the potential rogue device connection or potential theft of equipment. Identified "guest" wireless networks should not generate alerts.		
27	**Only Connect to Authorized Wireless Networks** Connections to "unauthorized" wireless networks may lead to data loss from unwanted information disclosure. Any time a user connects to a network using an "unauthorized" wireless connection, we need to receive an email alert with recommendation.		
28	**Remediate High Severity Internal Vulnerabilities Immediately** Any identified Internal Vulnerabilities assigned a Common Vulnerability Scoring System (CVSS) Score of 7.0, or higher, represent potential high severity threats and should be remediated immediately. When high severity internal vulnerabilities are found, we need to be notified with an email alert with recommendation to resolve.		
29	**Remediate Medium Severity Internal Vulnerabilities** Any identified Internal Vulnerabilities assigned a Common Vulnerability Scoring System (CVSS) Score between 4.0 and 7.0, represent potential medium severity threats and should be remediated as soon as possible. When medium severity internal vulnerabilities are found, we need to be notified with an email alert with recommendation to resolve.		
30	**Strictly control DNS on Locked Down Networks** Changes in DNS entries in networks that are locked down should be strictly controlled. Additions may indicate unauthorized devices connecting to the network. Other changes may indicate other issues including theft and should be investigated. We need to be notified with an email alert with recommendation to resolve.		
31	**Strictly control changes to Group Policy** Group Policies are used to configure computer and user settings. Due to their ability to affect the security settings throughout the network, any changes to Group Policy Objects (GPOs) should be strictly controlled. We need to be notified with an email alert of any changes to a GPO with recommendation to resolve.		
32	**Strictly control changes to the Default Domain Policy** The Default Domain Policy is applied to all computers and users in the domain by default. We need to be notified with an email alert of any changes to the Default Domain Policy with recommendation to resolve.		

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NO	REQUIREMENTS	COMPLIANCE	
		YES	NO
33	**Data Collectors** Automatically collect data ad hoc, or scheduled, from the systems on a network.		
34	**Data Collectors** Review the schedule of the data collectors to ensure the frequency is commensurate with the cadence of typical changes to identify issues before they become risks.		
35	**Automated/Scheduled Scans and Reporting** Scans can be scheduled on a recurring basis so that up-to-date data is available as you need it. Reports can also be automatically generated on a recurring schedule and emailed or saved to a folder.		
36	**Data Analyzer** Detection of the most important IT issues based on industry best practices.		
37	**Configurable Risk Scoring** Ability to customize which IT issues are reported and how important they are presented in an assessment.		
38	**Customizable Technical Reports** Reports are output in editable file formats, enabling you to easily customize them and/or combine them with your other report materials.		
39	**High-Level Executive Reports High Level reports describing executive-level IT issues.**		
40	**Network, Security, Exchange, SQL Server Assessments** A top-to-bottom look at a company's IT infrastructure by deploying a data collector.		
41	**Azure AD and Infrastructure Assessments** A top-to-bottom look at a company's Microsoft IT infrastructure.		
42	**Automated Management Plans** Prioritized plan of action that includes the risk along with details on the items (e.g. – users, computers) that have the issue based on risk scores.		
43	**Remediation Recommendations** Provide remediation recommendations to improve network and security infrastructure.		
44	**Full Network Documentation** Understand every network-connected asset in a business' environment.		
45	**Deep Dive Layer 2/3 Discovery** List all major network devices and understand how they are connected on a network.		
46	**Workflow Integrations with helpdesk software** Automatically create support tickets from scan data for the helpdesk team to resolve.		
47	**Online Data Explorer** Web-based access to network data via dynamic drill-down interface.		

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NO	REQUIREMENTS	COMPLIANCE	
		YES	NO
48	**Exportable reports and documentation** Automate the creation and maintenance of on-premises and cloud data documentation.		
49	**Discovery Agents** Lightweight, streamlined data collection agent that can be configured to scan sites individually or on a bulk basis.		
50	**Interactive Data Sets and Reports** Live data sets that can be manipulated and updated in real-time as the data changes.		
51	**Integration with the Vulnerability Assessment, Cybersecurity Framework and Dark Web Tools** Utilize vital functionality from integrated applications.		
52	**AWS Infrastructure and Services Inventory** Provide a detailed view of Amazon Web Services (AWS) infrastructure.		
53	**Microsoft 365 Assessment (SharePoint, Teams, One-Drive and Outlook).** Provide a detailed view of Microsoft 365 infrastructure and services.		
54	**Web Portal Interface** An easy-to-use interface to view all the data		

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7. Vulnerability Scanning Tool

Vulnerability Scanning Solution/Tool should include on-prem internal network scanners, computer-based discovery agents, remote internal scanning by proxy, and **hosted external scanners** to scan public facing IPs/resources for comprehensive vulnerability management. The vulnerability scanning tool should be able to Manage multiple network environments at scale with no limits on the number of scanners you can use on each environment, to manage multiple networks of any size.

Vulnerability Assessment Scans: The Vulnerability assessment services, and solution is expected to assist in proactively closing any gaps and maintain a strong security environment for our systems, data, employees, creditors and clients. Data breaches are often the result of unpatched vulnerabilities or misconfigurations, so identifying and eliminating these security gaps, removes that attack vector.

SCHEDULED NETWORK VULNERABILITY SCANNING

The Solution should allow for each scanner to be configured to run on its own schedule, based on the frequency and time that you want it to run. Ability to use custom scan tasks to set up variable schedules.

BUILT-IN SCAN PROFILES

Pre-set scans for “Low Impact,” “Standard,” and “Comprehensive” scanning options. There should also be a separate option for creating custom scan profiles to meet specific use-case needs, such as the ability to create scan profiles to target specific TCP and/or UDP ports.

AUTHENTICATED SCANS / CREDENTIALED SCANS

The solution should be able to Use credentialed/authenticated scans to access an account on a network endpoint.

COMMON VULNERABILITIES AND EXPOSURES SUPPORT

The Solution should have the ability to search Scan Results for discovered vulnerabilities by Common Vulnerabilities (CVE) ID.

REPORTING

Vulnerability Assessment Solution needs to provide both summary and high- level reports to enable remediation. These reports assist the ICT department in identifying and tracking security issues in all phases of the cyber exposure lifecycle, translating raw security data into a common language for communicating risk back to the organization. The Vulnerability Assessment solution must provide capabilities to produce detailed reports that must include date of vulnerability discovery, score of the based on common vulnerability and exposures, detailed description of vulnerabilities.

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8. Penetration Testing

The Municipality requires an automated Penetration Testing (Pen Test) service as a SaaS model, that replicates manual internal and external network penetration testing, to evaluate real-time cybersecurity risks monthly.

For internal scans, a local device may be installed and configured to facilitate this service. External scans must be provided for in the SaaS model.

General Requirements

- Provide a snapshot of a moment in time.
- Alert to issues on network.
- Provide remediation plans.
- Remediation support in the form of professional services.
- Egress filtering testing.
- Authentication attack testing
- Privilege escalation and lateral movement testing.
- Data exfiltration analysis
- Simulated malware testing
- MITRE ATT&CK Framework mappings and analysis
- Identify reputational threat exposure.

Reporting

- Rank threat severity from Critical to informative.
- Summarize discovered threats.

PROJECT BACKGROUND

The Municipality's wish to source Vulnerability Assessments and Penetration test services to enable the Municipality to proactively identify threats. This will enable the Municipality to put measures in place that mitigate against the identified vulnerabilities and risks.

The Municipality requires an automated Penetration Testing (Pen Test) service as a SaaS model, that replicates manual internal and external network penetration testing, to evaluate real-time cybersecurity risks monthly.

For internal scans, a local device may be installed and configured to facilitate this service. External scans must be provided for in the SaaS model.

The benefits that will contribute to the Municipality with regard to the Vulnerability Assessment and Penetration Test services include:

- Detection of security weaknesses before attackers do.
- Testing of the Municipality's cyber security posture.
- Producing a list of vulnerabilities on devices.
- Producing a defined risk assessment for the Municipality's respective networks.
- Establishing security record with recommendations on how to mitigate against the identified risks.
- Producing a plan for the risks vs. benefits of optimizing the Municipality's security investments.

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Due to the rise of cyber security attacks that Municipalities face, it is becoming increasingly necessary to put controls that will allow for the prevention of attacks. One of the measures in the prevention of attacks is identifying control weakness in the systems such as the networks, applications and databases. Once weaknesses are identified the organisation can put in place measures to close or mitigate against them. The approach that the Municipality will use in this regard is implementing Vulnerability Assessments and Penetration Tests in its ICT environment.

PURPOSE

The purpose of this is to solicit proposals from potential bidders for the Provision of Vulnerability Assessments and Penetration Test Services to the Municipality. This bid document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required for the Provision of Vulnerability Assessments and Penetration Test Services.

SCOPE OF WORK

The Vulnerability Assessment and Penetration Test Services program must include the following in scope items:

- **Municipal Asset Discovery:** The ability to have a current, updated enterprise asset inventory is critical to the success of the Vulnerability Assessment program. The service provider is expected to assist the Municipality in the completion of an inventory and blueprint of the Municipalities` networked technology assets. This will be completed through a network discovery process, which is expected to produce a comprehensive inventory detailing the organization's services, workstations and network devices.

- **Vulnerability Assessment Scans:** The Vulnerability assessment services, and solution is expected to assist in proactively closing any gaps and maintain a strong security environment for our systems, data, employees, creditors and clients. Data breaches are often the result of unpatched vulnerabilities or misconfigurations, so identifying and eliminating these security gaps, removes that attack vector.

- **Reporting:** Vulnerability Assessment Solution needs to provide both summary and high-level reports to enable remediation. These reports assist the ICT department in identifying and tracking security issues in all phases of the cyber exposure lifecycle, translating raw security data into a common language for communicating risk back to the organization.

- The Vulnerability Assessment solution must provide capabilities to produce detailed reports that must include date of vulnerability discovery, score of the based on common vulnerability and exposures, detailed description of vulnerabilities.

- **Support:** The bidder is expected to provide support of the vulnerability services software over a period of **36** months.

- **Penetration Tests:** The service provider is expected to include the performance of Penetration testing of all public facing systems. This will be handled on a case by case

during scoping sessions for penetration testing. **Four (4)** Penetration tests will be performed every year, for a period of 36 months.

The project will include the following:

- Delivery, configuration, deployment and operation of the Vulnerability Assessment and Penetration Testing Services.
- Provide an implementation plan covering service, deliverables and skills.
- Provide comprehensive reporting on the discovery and result inclusive of mitigating recommendations.
- Comply with internal policies and audit controls.
- Provide Change Management service to the Municipality; and
- Training of personnel.

The project is expected to deliver the following:

NO	DESCRIPTION
	BUSINESS REQUIREMENTS
1.	The proposed solution should have automated asset discovery capabilities for the following assets. • Servers • PC's and Laptops • Network devices
2.	The solution should provide an ability to scan the network for vulnerabilities using: **Authenticated Scan:** authenticated scan is a vulnerability scan that is performed by an authenticated user– a user with login credentials with capabilities to run deep scanning; and **Non-authenticated Scan:** non- authenticated scan performs a vulnerability scan by not using usernames or passwords during the scanning which has capabilities to detect expired certificates, unpatched software, weak passwords, and poor encryption protocols.
3.	Vulnerability scanning on all Network Devices including Cloud implementations (External and Internal Vulnerability scanning).
4.	Uncover all application vulnerabilities but not limited to, cross-site scripting, command injections, code injections, misconfigurations, insecure cookies and flaws.
5.	The solution must have the functionality to search for vulnerabilities and assign a risk score continuously.
6.	Deliver alerting capabilities for when a scan reveals new security risks and vulnerabilities on the Municipality's ICT infrastructure.
7.	Provide capabilities to identify false positives vs real vulnerabilities.
8.	Provide a solution that has capabilities to monitor vulnerabilities introduced by applications installed on Municipality's infrastructure components such as desktop or laptop computers.
9.	Provide allowance for flexible vulnerability assessment schedules.

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NO	DESCRIPTION
10.	The solution must be able to provide a holistic view of the environment where the Municipality's ICT team is able to drill down at any stage to explore: • Assets. • Vulnerabilities. • Exploits. • Policies.
11.	The vulnerability management solution should also be setup to allow to run ad- hoc vulnerability scans on the environment, to scan new devices, web applications and systems.
12.	Provide penetration testing services for Municipal infrastructure that include: • Internal Network (LAN). • Externally facing Public IP addresses and systems; and • Municipal Websites, both Cloud hosted and internally hosted. • Other hosted or cloud services or systems
13.	The services must support standard and customized reporting functionality for penetration testing related reports.
14.	Provision of reporting capabilities with a dashboard that highlights the risk scores (i.e. Business Critical, high, medium, low, and informative) for all vulnerabilities but also provide the Municipality with an overall risk score based on the volume and severity of vulnerabilities found within the network, applications, and ICT assets and devices.
15.	Reporting function of the solution must have the following reports but not limited to: • Automated and comprehensive devices discovery report. • Scheduled comprehensive vulnerability scanning reports; and • Dashboards reports.
16.	The Bidder must be proficient in information security with an excellent knowledge and practice of ICT Vulnerability Assessment and Penetration testing.
17.	The Bidder must provide advisory services on the remediation of vulnerabilities strategies.
18.	The bidder must supply, install, customize, integrate, test and troubleshoot the tools in scope for vulnerability and penetration testing services.
19.	The Bidder should supply, install, customize, integrate, test and troubleshoot the tools in scope for vulnerability assessment and penetration testing services.
	TECHNICAL REQUIREMENTS
20	Penetration Testing (Pen Test) service as a SaaS model
	AUDIT REQUIREMENTS
21.	Keep an audit trail of all vulnerabilities and recommended remediation steps.

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PROJECT DESIGN

Methodology and approach

The service provider must provide Project Management Services for the full implementation of the solution. The Bidder must also provide detailed description of their Project Management process/ methodology in sufficient detail to convey to the Municipality that it is capable of implementing its proposed service on time and on budget. The methodology must indicate clear stage gates which require approval and signoff, triggering payment on completion of key milestones.

The Municipality expects the service provider to provide project documentation, from Project initiation document, project plan, requirements analysis, system architecture, solution documentation and design documents, test plans, training and technical documentation. The Bidder shall clearly specify the proposed approach, methodology and plan for the implementation of the Vulnerability Assessment and Penetration Testing Services.

These include but are not limited to the following:

- Delivery, configuration, deployment and operation of the Vulnerability Assessment and Penetration Testing Services.
- Provide an implementation plan covering service, deliverables and skills.
- Provide comprehensive reporting on the discovery and result inclusive of mitigating recommendations.
- Comply with internal policies and audit controls.
- Provide Change Management service to the Municipality; and
- Training of Municipal personnel.

CONTRACT TERM

The successful bidder will be appointed for a period of thirty-six (36) months or three (3) years. Duration of contract/ Service Level Agreement will be based on performance which will be reviewed monthly.

PROJECT MANAGEMENT ARRANGEMENTS

Management

- The Municipality will appoint the service provider in line with its SCM Policy.
- The Municipality will manage and oversee the project and establish a Project Steering Committee for this purpose.
- The Service Provider will be expected to present the inception report, project plan, draft project report to the Project Steering committee and other relevant stakeholders. Thereafter, the service provider will incorporate comments and inputs before presenting the final project report.
- Supplier performance will be conducted in line with SCM policy and Provincial and National Treasury Regulations.

Interested bidders are directed to submit a written proposal to the Municipality for this section (Security) as a whole, clearly defining each system and technology and how it aggregates towards the security posture of the Municipality and the proposal must cover in general the following areas:

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- Methodology reflecting an understanding of requirements and how this project will be executed.
- Project relevant experience of the company (track record), with examples of prior similar implementations delivered to clients. References on client letter head must be submitted. The Municipality reserves the right to ask for samples of reports on previous work delivered.
- Capacity to undertake the project., as shown by the combined experience of the project team, including project leader, in similar type of project, References contact details must be provided and the Municipality reserves the right to verify information in the CV.

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Penetration Testing functional Requirements

NO	REQUIREMENTS	COMPLIANCE	
		YES	NO
1	The system should be and automated pen testing platform and help the organization solve an ongoing challenge of meeting compliance, achieving security best practices, and researching multiple vendors to compare numerous factors to meet their offensive security needs thus the system should be based on a framework that continuously improves over time as new threats emerge and evolves		
2	**System features should include:**		
	• Real-time Activity Tracking		
	• The system can perform penetration tests at any time using a scheduler e.g. if/where required to do testing out of business hours this can be scheduled		
	• Egress Filtering Testing		
	• Authentication Attacks		
	• Privilege Escalation & Lateral Movement		
	• Data Exfiltration simulation		
	• Simulated Malware		
	• Reports available within 3 business Days		
3	**System evaluations for Internal and External Network Testing:**		
	• User Profiling		
	• Reputational Threats		
	• Intelligence Gathering		
	• Vulnerability Analysis		
	• Exploitation		
	• Post-Exploitation		
4	**INTERNAL NETWORK PENETRATION TESTING** • The System should be able to use an internal physical or virtual device connected to the internal environment, discover security vulnerabilities present within the internal network environment. These activities simulate that of a malicious attacker.		
5	**EXTERNAL NETWORK PENETRATION TESTING** The System should be able to Assume the role of a malicious attacker from the public Internet and identify flaws within the external network environment.		

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	These flaws can include patching, configuration, and authentication issues		
6	**Reports and progress:**		
	(Optional) Real-Time Status Updates - Email and SMS notifications can be sent out to establish up-to-date progress and activities		
	Executive Summary Report		
	Technical Report		
	Vulnerability Report		
	Activity Report		
	Evidence Artifacts		
	Consolidated Report		
7	System should have SOC2 Compliance		
8	System must be securely hosted online and have an audit trail for activity.		

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15. PRE-QUALIFICATION SCORE SHEET

9. Mandatory requirements

To ensure that Stellenbosch Municipality receive proposals with the highest standards of cybersecurity resilience and compliance, the bidders are required to supply proof of specific competencies and industry-recognized certifications across cybersecurity, risk management, and operational resilience. The following certifications are required to fulfill the scope of the tender all of these certifications should be held by qualified team members actively involved in the project execution:

Certifications and mapping to Industry Standards Boards

Certification	Acronym	Authorised industry Standards Body	Further Information - Accreditation	Certification Expiry date
Chief Information Security Officer Certification	CISO	https://www.eccouncil.org/train-certify/certified-chief-information-security-officer-cciso/	https://anab.ansi.org/about-anab/	
Certified Information Security Manager	CISM	https://www.isaca.org/credentialing/cism	https://anab.ansi.org/about-anab/	
ISO 27001 Lead Implementer	ISO 27001 LI	https://pecb.com/en/education-and-certification-for-individuals/iso-iec-27001/iso-iec-27001-lead-implementer	https://pecb.com/en/about	
Governance Risk and Compliance Professional	GRCP	https://www.grccertify.org/	https://www.grccertify.org/about	
ISO/IEC 9001 Lead Implementer	PECB	https://pecb.com/en/education-and-certification-for-individuals/iso-9001/iso-9001-lead-implementer	https://pecb.com/en/about	
Prince 2 Practitioner Certification	Prince2	https://www.axelos.com/certifications/propath/prince2-project-management/prince2-practitioner/	https://www.peoplecert.org/Partners/why-peoplecert/our-commitment-to-quality	
ITL4 Certification	ITL4	https://www.axelos.com/certifications/itil-service-management	https://www.peoplecert.org/Partners/why-peoplecert/our-commitment-to-quality	

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Certifications and mapping to Industry Standards Boards

Certification	Acronym	Authorised industry Standards Body	Further Information - Accreditation	Certification Expiry date
SOC 2 Senior Lead Analyst	SOC2 SLA	https://pecb.com/en/education-and-certification-for-individuals/soc2/lead-soc2-analyst	https://pecb.com/en/about	
Certified Digital Forensic Examiner	CDFE	https://www.infosecinstitute.com/skills/learning-paths/certified-computer-forensics-examiner-ccfe/	https://www.infosecinstitute.com/alliances/	

Additional mandatory requirements

- All certificates provided must be valid through date of bid closing date and certificate status must be maintained throughout the contract period
-The bidder should ensure that pricing is not linked to ROE
- All services that will be provided should be hosted in the cloud
- All services should be supplied and supported by one service provider

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

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16. SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I/we **presently** own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

DETAILS OF MAJOR EQUIPMENT THAT IS OWNED BY AND IMMEDIATELY AVAILABLE FOR THIS CONTRACT.			
QUANTITY	**DESCRIPTION**	**SIZE**	**CAPACITY**

Attach additional pages if mores space is required.

DETAIL OF MAJOR EQUIPMENT THAT WILL BE HIRED, ORE ACQUIRED FOR THIS CONTRACT IF MY / OUR TENDER IS ACCEPTED.			
QUANTITY	**DESCRIPTION,**	**SIZE**	**CAPACITY**

Attach additional pages if mores space is required.

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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17. SCHEDULE OF SUBCONTRACTORS

I/we the tenderer, notify the Stellenbosch Municipality that it is our intention to employ the following Subcontractors for work in this contract.

SUBCONTRACTORS				
Category / Type	**Subcontractor Name; Address; Contact Person; Tel. No.**		**Items of work (pay items) to be undertaken by the Subcontractor**	**Estimated cost of Work (Rand)**
1.	Name of firm			
	Contact person			
	Tel No			
	Address			
2.	Name of firm			
	Contact person			
	Tel No			
	Address			
3.	Name of firm			
	Contact person			
	Tel No			
	Address			
4.	Name of firm			
	Contact person			
	Tel No			
	Address			
5.	Name of firm			
	Contact person			
	Tel No			
	Address			
Number of sheets appended by the tenderer to this schedule *(If nil, enter **NIL**)*				

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed above being approved by the Engineer.

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CAPACITY		DATE	
NAME OF FIRM			

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18. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS

EMPLOYER (Name, Tel, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	CONTRACT PERIOD
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Company				
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				

Attach additional pages if mores space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)			
SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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19. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS

The following is a statement of similar work successfully executed by myself / ourselves:

EMPLOYER (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	CONTRACT PERIOD
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				

Attach additional pages if mores space is required.

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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20. PRICING SCHEDULE

NOTE:

1. **Only firm prices will be accepted. Non-firm prices will not be considered.**
2. **All delivery costs MUST be included in the bid price, for delivery at the prescribed destination.**
3. **Document MUST be completed in non-erasable black ink.**
4. **NO correction fluid/tape may be used.**
   a. **In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.**
5. **The Bidder MUST indicate whether he/she/the entity is a registered VAT Vendor or not.**

I / We _____

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

of the firm _____

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

	INDICATE WITH AN 'X'									
Are you/is the firm a registered VAT Vendor	**YES**					**NO**				
If "YES", please provide VAT number										

Please note the following:

1. Stellenbosch Municipality reserves the right to adjust the scope of work/ quantity required to stay within its budget.
2. Only firm prices will be accepted and non-firm prices will not be considered.

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1. Cloud Assessment & Monitoring Tool - Pricing Schedule

DESCRIPTION	UNIT	QTY	YEAR 1 (until 30 June 2026) Excl. VAT	YEAR 2 (01 July 2026 – 30 June 2027) Excl. VAT	YEAR 3 (01 July 2027 – 30 June 2028) Excl. VAT	TOTAL AMOUNT OVER 3 YEARS (Until – 30 June 2028) Excl. VAT
Devices to assess	Per device	850	**R**	**R**	**R**	**R**
Monthly subscription inclusive of reporting and support	Per month	12	**R**	**R**	**R**	**R**
System implementation handed over and functional in Stellenbosch municipal environment over all sites to all users and servers	Per hour	1	**R**			**R**
System training for ICT staff	Per hour	4	**R**			**R**
					SUB TOTAL	**R**
					VAT (15%)	**R**
					TOTAL	**R**

NB: Unit costing will be approved with the quantity to be used for evaluation purposes

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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2. Dark Web Monitoring - Pricing Schedule

DESCRIPTION	Unit	QTY	YEAR 1 (Until – 30 June 2026) Excl. VAT	YEAR 2 (01 July 2026 – 30 June 2027) Excl. VAT	YEAR 3 (01 July 2027 – 30 June 2028) Excl. VAT	TOTAL AMOUNT OVER 3 YEARS (Until – 30 June 2028) Excl. VAT
Monthly subscription to include alerts and reports	**month**	**12**	**R**	**R**	**R**	**R**
					SUB TOTAL	**R**
					VAT (15%)	**R**
					TOTAL	**R**

NB: Unit costing will be approved with the quantity to be used for evaluation purposes

SIGNATURE		NAME (PRINT)	
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3. Security Operations Centre (SOC) - Pricing Schedule

DESCRIPTION	Unit	QTY	YEAR 1 (Until – 30 June 2026) Excl. VAT	YEAR 2 (01 July 2026 – 30 June 2027) Excl. VAT	YEAR 3 (01 July 2027 – 30 June 2028) Excl. VAT	TOTAL AMOUNT OVER 3 YEARS (Until – 30 June 2028) Excl. VAT
SOC device license 12 months	Per device	850	**R**	**R**	**R**	**R**
System implementation handed over and functional in Stellenbosch municipal environment over all sites to all users.	Per hour	1	**R**			**R**
System training for ICT staff members	Per hour	4	**R**			**R**
					SUB TOTAL	**R**
					VAT (15%)	**R**
					TOTAL	**R**

NB: Unit costing will be approved with the quantity to be used for evaluation purposes

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
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4. Monitoring, management, and Audit system – Pricing Schedule

DESCRIPTION	UNIIT	QTY	YEAR 1 (Until – 30 June 2026) Excl. VAT	YEAR 2 (01 July 2026 – 30 June 2027) Excl. VAT	YEAR 3 (01 July 2027 – 30 June 2028) Excl. VAT	TOTAL AMOUNT OVER 3 YEARS (Until – 30 June 2028) Excl. VAT
Active Directory monitoring	Per site	1	**R**	**R**	**R**	**R**
Backup monitoring	Per site	1	**R**	**R**	**R**	**R**
Patch monitoring	Per device	850	**R**	**R**	**R**	**R**
Detailed asset reporting	Per device	850	**R**	**R**	**R**	**R**
Network device performance and reporting	Per device	850	**R**	**R**	**R**	**R**
Standard desktop performance and monitoring	Per device	850	**R**	**R**	**R**	**R**
Endpoint Security monitoring and reporting	Per device	850	**R**	**R**	**R**	**R**
Virtual Server host monitoring and reporting	Per device	12	**R**	**R**	**R**	**R**
Patch Management	Per device	850	**R**	**R**	**R**	**R**
Training of ICT staff	Per hour	4	**R**	**R**	**R**	**R**
Onsite support 8 hours a month transferable over 12 months	Per hour	12	**R**	**R**	**R**	**R**
Remote support	Per agreement	SLA	**R**	**R**	**R**	**R**
System implementation handed over and	Per hour	**1**	**R**			**R**

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functional in Stellenbosch Municipal environment over all sites						
SUB TOTAL						**R**
VAT (15%)						**R**
TOTAL						**R**

NB: Unit costing will be approved with the quantity to be used for evaluation purposes

5. Network Access & Security Assessment Tool - Pricing schedule

DESCRIPTION	**UNIT**	**QTY**	**YEAR 1 (Until– 30 June 2026) Excl. VAT**	**YEAR 2 (01 July 2026 – 30 June 2027) Excl. VAT**	**YEAR 3 (01 July 2027 – 30 June 2028) Excl. VAT**	**TOTAL AMOUNT OVER 3 YEARS (Until – 30 June 2028) Excl. VAT**
GRC Consultant	**Per hour**	**160hr**	**R**	**R**	**R**	**R**
Technical Consultant	**Per hour**	**160hr**	**R**	**R**	**R**	**R**
IT Engineer	**Per hour**	**160hr**	**R**	**R**	**R**	**R**
Project Manager	**Per hour**	**160hr**	**R**	**R**	**R**	**R**
System implementation handed over and functional in Stellenbosch municipal environment over all sites to all users and servers	**Per hour**	**1**	**R**			**R**

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System training for ICT staff	**Per hour**	**4**	**R**			**R**
Monthly scans, compliance, and risk feedback report, including professional fees	**Per month**	**12 Months per annum**	**R**	**R**	**R**	**R**
SUB TOTAL						**R**
VAT (15%)						**R**
TOTAL						**R**

NB: Unit costing will be approved with the quantity to be used for evaluation purposes

6. Vulnerability Scanning Tool - Pricing Schedule

DESCRIPTION	**UNIT**	**QTY**	**YEAR 1 (Until – 30 June 2026) Excl. VAT**	**YEAR 2 (01 July 2026 – 30 June 2027) Excl. VAT**	**YEAR 3 (01 July 2027 – 30 June 2028) Excl. VAT**	**TOTAL AMOUNT OVER 3 YEARS (Until – 30 June 2028) Excl. VAT**
Continuous Vulnerability Scanning	Per Device	850	**R**	**R**	**R**	**R**
System implementation handed over and functional in Stellenbosch municipal environment over all sites to all users.	Per hour	1	**R**			**R**
System training for ICT staff members	Per hour	4	**R**			**R**
SUB TOTAL						**R**
VAT (15%)						**R**
TOTAL						**R**

SIGNATURE		NAME (PRINT)	
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NB: Unit costing will be approved with the quantity to be used for evaluation purposes

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7. Penetration Testing Tool - Pricing Schedule

DESCRIPTION	UNIT	QTY	YEAR 1 (Until – 30 June 2026) Excl. VAT	YEAR 2 (01 July 2026 – 30 June 2027) Excl. VAT	YEAR 3 (01 July 2027 – 30 June 2028) Excl. VAT	TOTAL AMOUNT OVER 3 YEARS (Until – 30 June 2028) Excl. VAT
Penetration testing per device twice a year	**Per device**	**250**	**R**	**R**	**R**	**R**
System implementation handed over and functional in Stellenbosch municipal environment over all sites to all users.	**Per hour**	**1**	**R**			**R**
System training for ICT staff members	**Per hour**	**4**	**R**			**R**
					SUB TOTAL	**R**
					VAT (15%)	**R**
					TOTAL	**R**

NB: Unit costing will be approved with the quantity to be used for evaluation purposes

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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Summary Pricing Summary

	DESCRIPTION	YEAR	TOTAL AMOUNT OVER 3 YEARS
1.	Cloud Assessment and Monitoring	**1 - 3**	**R**
2.	Dark Web monitoring	**1 - 3**	**R**
3.	Security Operations Centre (SOC)	**1 - 3**	**R**
4	Monitoring, management, and Audit system	**1 - 3**	**R**
5.	Network Access & Security Assessment Tool	**1 - 3**	**R**
6.	Vulnerability Scanning Tool	**1 - 3**	**R**
7.	Penetration Testing	**1 - 3**	**R**
SUB TOTAL			**R**
VAT (15%)			**R**
TOTAL			**R**

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

21. DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document 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* (physical address at which legal proceedings may be instituted) in the Republic at:

_____

_____

_____

I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

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 specified in the tender documents and that the price(s) 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.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

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