



MBD1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MAKHADO LOCAL MUNICIPALITY					
BID NUMBER:	46 / 2025	CLOSING DATE:	26 AUGUST 2025	CLOSING TIME:	12H00PM
DESCRIPTION	SUPPLY, INSTALLATION, COMMISSIONING, MAINTENANCE AND SUPPORT FOR AN INTEGRATED FINANCIAL MANAGEMENT SYSTEM, INCLUDING REVIEW OF ANNUAL FINANCIAL STATEMENTS FOR A PERIOD OF THREE (3) YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
POSTAL ADDRESS:					
PRIVATE BAG X 2596, MAKHADO, 0920					
STREET ADDRESS					
CIVIC CENTRE, 83 KROGH STREET, MAKHADO.0920					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> 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]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	BUDGET AND TREASURY		CONTACT PERSON	ZE THARINI	
CONTACT PERSON	MS P MUDAU		TELEPHONE NUMBER	015 519 3000	
TELEPHONE NUMBER	015 519 3044		FACSIMILE NUMBER	015 516 6145	
FACSIMILE NUMBER	015 516 6145		E-MAIL ADDRESS	Elvist@makhado.gov.za	
E-MAIL ADDRESS	phophimu@makhado.gov.za				

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>	
2. TAX COMPLIANCE REQUIREMENTS	
<p>2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4. FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7. WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>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.</p>	

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:

DATE:

MAN UNITED HAVE A LOT TO IMPROVE – AMORIM

● Draw against Leeds shows team ‘have a lack of pace, especially in middle of park’

Manchester United have plenty to improve on and need more pace in their midfield, manager Ruben Amorim said after the Premier League side began their preseason preparations with a goalless draw against Leeds United.

United had their worst-ever Premier League campaign in the 2024-25 season, finishing 15th in the standings, and also failed to qualify for the Champions League as they lost the Europa League final 1-0 to Tottenham Hotspur.

The Old Trafford side failed to impress in the draw with newly promoted Leeds in Stockholm, Sweden, on Saturday, despite the inclusion of new signing Matheus Cunha in the starting line-up.

“We suffered a little bit when we tried to press high – they kick the ball, win the second ball, and they were a danger in that moment,” Amorim told MUTV.

“We have a lack of pace, especially in the middle of the park, and you can feel it, [so] that’s hard to bring the ball [forward]. But we created chances.

“We have a lot to do, but it was a first

test against a Premier League team, with two different teams, so it was a good test...

“As a group, we have a lot to improve, the speed of the game, all the details, so, yeah, we are going to improve.”

United next play West Ham United at the MetLife Stadium in New Jersey in the US on July 26. – Reuters



Matheus Cunha of Manchester United during the pre-season friendly match against Leeds United /Catherine Ivill /Getty Images



sport, arts & culture
Department:
Sport, Arts and Culture
REPUBLIC OF SOUTH AFRICA

RE-ADVERTISEMENT REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A TRAVEL MANAGEMENT COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT OF SPORT, ARTS AND CULTURE FOR THE PERIOD OF 36 MONTHS

DESCRIPTION	REQUIRED AT
<p>TENDER NO.: DSAC 03/25-26</p> <p>RE-ADVERTISEMENT REQUEST FOR PROPOSAL FOR THE APPOINTMENT OF A TRAVEL MANAGEMENT COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES TO THE DEPARTMENT OF SPORT, ARTS AND CULTURE FOR THE PERIOD OF 36 MONTHS.</p> <p>Technical Enquiries: DSAC procuring unit Tel: 012 441 3696 E-mail address: Pureshnia@dsac.gov.za</p> <p>For Bid Enquiries DSAC Bid Office Tel: 012 441 3173/3420 E-mail: DSACTenders@dsac.gov.za</p>	<p>Department of Sport,Arts and Culture (DSAC)</p> <p>The new tender document will be available for downloading on the following social platforms from the 18 July 2025:</p> <ul style="list-style-type: none">• Facebook@SportArtsCultureRSA• Twitter@SportArtsCultur• Instagram@SportArtsCultureRSA• E-tender portal on www.etender• Obtainable from the Departmental website and/or www.etenders.gov.za <p>Non Compulsory Virtual Briefing session Date: 28 July 2025 Time: 11H00 Link: tinyurl.com</p>

SUBMISSION OF BIDS: The Department of Sport, Arts and Culture, Sechaba House, 202 Madiba Street, Pretoria Central.

SUBMISSION DUE DATE: 22 August 2025 at 11:00 AM

The Department does not have parking, therefore it is the responsibility of the bidder to arrange their own parking.



MAKHADO LOCAL MUNICIPALITY



TENDER NOTICE

All suitable service providers are hereby invited to bid for the below mentioned project. Bidders are requested to bid as per specification attached to the bid documents that will be obtainable **28 July 2025 at non –refundable amount of R600.00** per document at the Procurement Office No. B043 Ground Floor, 83 Krogh Street, Civic Center, Makhado or can be downloaded from e-tender portal for free <https://etenders.treasury.gov.za/content/advertised-tender> or www.makhado.gov.za

BID NO:	DESCRIPTION	EVALUATION CRITERIA	SPECIAL REQUIREMENT	TECHNICAL ENQUIRIES	REFERENCE AND NOTICE NO.	CLOSING DATE AND TIME
46 of 2025	Supply, Installation, commissioning, maintenance and support for an integrated financial management system, including review of annual financial statements for a period of three (3) years	90/10 preferential points with functionality	<ul style="list-style-type: none">• Attach certified copy of OEM Certificate (Original Equipment Manufacturer certificate) registered under the name of the company.• Attach three year audited annual financial statement (only for those who are required by law to submit)	Chief Financial Officer: Mr. NG Raliphada or Mr ZE Tharini at 0155193000	Ref: 8/3/2/2102 Notice no: 111/2025	26 August 2025 at 12:00pm

The Municipality is not bound to accept the lowest or any bid and reserves the right to accept any part of a bid. Bids must remain valid for a period of ninety (90) days after closing date of submission thereof. Submitted tenders will be evaluated as per above mentioned table.

Bids which are late, incomplete, unsigned, or submitted in pencil or by telegraph or facsimile or electronically by e-mail, or not having the following documents attached for evaluation or not complying with the tender specifications, will not be evaluated, and will be disqualified:

- Valid Tax compliance status pin issued by SARS
- A copy of company registration documents (CK)
- Certified copy/copies of company owner(s) ID book(s), not older than three (03) months certification.
- Attach proof of payment for municipal rates not owing for

more than (03) months and not older than 3 months or formal lease agreement for rental premises or letter from the traditional authority in cases of non-ratable areas. (Attach for both entity and directors of the company)

- Copy of central supplier database (CSD) report.

NB:

- All Service Provider doing business with Makhado municipality are required to register on the CSD (Central Supplier Database).
- A copy of a certified copy will not be accepted.

All procurement enquiries should be directed to Ms. P Mudau or Mr. M Ramabulana at Tel no. (015) 519 3044/3024

Civic Centre
83 Krogh Street
MAKHADO

MR KM NEMANAME
MUNICIPAL MANAGER



EMPIRE ENTERTAINMENT

POSITION: **DIGITAL COMMUNICATIONS ASSISTANT**

REPORTING TO: **SENIOR PUBLICITY MANAGER – COMMUNICATIONS HUB**

LOCATION: **PARKTOWN, JOHANNESBURG**

POSITION OVERVIEW: Our company is looking to hire a Digital Communications Assistant who will be working closely with our Communications Hub and Social Teams. Supporting all elements of Digital Comms as well as supporting Social Media roll out plans and CRM duties whilst providing administrative support.

We make movies happen.

MAIN RESPONSIBILITIES / OUTCOMES

- Downloading of digital assets / content to support Comms and Social campaigns
- Downloading of publicity content for media dispersion
- Creating Landing pages for competitions – shared responsibility
- Updating Empire Entertainment website with content
- Helping create and implement social media calendar
- Finessing and adapting design elements for social / digital campaigns
- Sharing digital content with Exhibition partners
- Creation of monthly newsletter to database along with ad hoc newsletters to targeted audiences
 - Monthly generic with all content
 - Monthly targeted Culture Club / Nouveau Lounge focus
 - Ad hoc versions – Bro Code, Girlfriend's Getaway, Pink Night Out, Comic Con etc.
 - Finding ways to be more engaging and generate growth for the d/base
- Help identify trends and key opportunities for growth, innovation, and evolution.
- Assisting with activations at screening events – both in concept and execution as required.
- Deliver timeously on administrative duties
- Attention to detail and accuracy on all budgets across each titles
- Understanding of the company product, brand, and future objectives to ensure deliverables meet the overall KPIs
- Ensure all communication is clear, concise, and detailed
- Able and willing to learn systems
- Contribute to the development and execution of the digital communications strategy.
- Build and nurture relationships within the Arena Holdings Group to unlock future collaboration opportunities. This includes coordinating regular presentations to the group.
- Support internal communications with the Empire Entertainment team by sharing updates on key communications initiatives and ensuring activities can be leveraged for consumer data collection.
- Manage purchase orders through Maccs, ensuring timely updates to FP with detailed information.
- Forward received invoices to the finance department, and proactively follow up on any outstanding invoices after releases.
- Strengthen relationships with both internal and external media by identifying and pursuing new outlets and opportunities.

REQUIREMENTS

- Some work experience in relevant industry/position advantageous
- Diploma or Degree from an accredited tertiary institution in Social Media / PR / Communications / related field.
- Proficiency in Microsoft Office
- Would be an advantage to have knowledge of some of the following programmes:
 - Social Media Management: Meta Business Suite, YouTube Studio.
 - Design & Editing: Canva, Photoshop, After Effects, Adobe Creative Cloud.
 - Business & Marketing: Microsoft Office Suite, Apple Ecosystem, Mailchimp.

THE IDEAL CANDIDATE MUST HAVE THE FOLLOWING ATTRIBUTES:

- Willingness to learn • Attention to detail • Ability to work independently as well as within a team • Interpersonal skills • Taking Initiative • Accountability and Problem-solving • Deadline Driven • Ability to manage multiple deadlines at once.

QUALIFIED APPLICANTS MAY SUBMIT THEIR CV, COVER LETTER AND TWO REFERENCES TO:
MEDIARECRUITMENT@ARENA.AFRICA

Please indicate the job title in the subject line of your application

CLOSING DATE: 25 JULY 2025

ANNEXURE A

TECHNICAL SPECIFICATION: SUPPLY, INSTALLATION, COMMISSIONING, MAINTENANCE AND SUPPORT FOR AN INTEGRATED FINANCIAL MANAGEMENT SYSTEM INCLUDING REVIEW OF ANNUAL FINANCIAL STATEMENTS FOR A PERIOD OF THREE (3) YEARS

Definition List

TERM	DEFINITION
AFS – Annual Financial Statements	Official financial reports submitted annually in compliance with the Municipal Finance Management Act (MFMA), reflecting the municipality's financial performance and position.
CAPEX – Capital Expenditure	Funds used by the municipality to acquire, upgrade, and maintain physical assets such as property, infrastructure, and equipment.
CEF – Capital Expenditure Framework	A long-term (typically 10-year) strategic plan that outlines infrastructure investment needs, funding sources, and the impact on municipal financial sustainability.
EDMS – Electronic Document Management System	A digital system for storing, managing, and tracking electronic documents and records, ensuring improved document control and compliance.
FMS – Financial Management System	An integrated software platform that supports municipal financial functions such as budgeting, accounting, revenue management, reporting, and compliance.
FMS Academy – Financial Management System Academy	A training and learner management platform built into the financial system to provide ongoing skills development and training to municipal employees.
HR – Human Resources	A functional area responsible for managing employee records, payroll, time and attendance, and related personnel services within the municipality.

IDP – Integrated Development Plan	A strategic plan that guides all planning, budgeting, and decision-making in a municipality, aligning with community needs and service delivery objectives.
Indigent Management	A module that identifies, verifies, and manages households qualifying for subsidized municipal services, in compliance with legislative requirements.
KPI – Key Performance Indicator	Measurable values used to evaluate the performance of individuals, departments, and the municipality against strategic objectives.
MFMA – Municipal Finance Management Act	National legislation governing financial management in local government to ensure transparency, accountability, and sound budgeting practices.
MSCOA – Municipal Standard Chart of Accounts	A uniform classification framework mandated by National Treasury for municipal budgeting, accounting, and reporting to standardize financial transactions across all municipalities.
OPEX – Operating Expenditure	Day-to-day expenses incurred by the municipality in providing services and maintaining operations.
SDBIP – Service Delivery and Budget Implementation Plan	A detailed plan that outlines how the IDP and budget will be implemented, monitored, and reported, forming a contract between the community and municipal administration.
Statutory Reporting	Reports required by law, including budget reports, financial statements, and National Treasury submissions, often supported by automated tools such as CaseWare.
WAN – Wide Area Network	A telecommunications network that extends over a large geographic area, used for interconnecting municipal systems, offices, and remote users.
Spatial Reporting	Visualization of municipal financial and operational data on geographic platforms to improve planning, analysis, and transparency.
GRAP	Generally Recognized Accounting Practices, sometimes referred to as GRAP, is a set of concepts that function as guidelines for the accounting processes

PMBOK	Project Management Body of Knowledge- It is a set of standard guidelines, best practices, and terminology used in project management, developed and maintained by the Project Management Institute (PMI)
OEM Certificate	An OEM Certificate is an official document issued by the Original Equipment Manufacturer (OEM) to confirm that the product is genuine and not counterfeit.
PMI.	Project Management Institute - It is a global professional organization for project managers
Prince 2 Certificate	Is an internationally recognized qualification that demonstrates your understanding of the PRINCE2 project management method

The following technical specification and pricing schedule outline the scope of supply, delivery, installation, support, and maintenance of a fully integrated Financial Management System for Makhado Local Municipality. Key highlights include:

- **MSCOA Compliance:**
The proposed solution must be mSCOA ready and enable the Municipality to be fully compliant with the *Municipal Standard Chart of Accounts (mSCOA)* and align with the Municipal Finance Management Act (MFMA) and National Treasury reporting requirements.
- **Contract Duration:**
The system must be supported and maintained for a period of **three (3) years / thirty-six (36) months**, inclusive of business continuity and disaster recovery services.
- **Core Functionalities Required:**
 - **Financial Management System (FMS)** covering project-based budgeting, financial tracking, and general ledger management.
 - **Revenue and Debt Management** modules including billing completeness, credit control, and indigent management.
 - **Asset Management** features including asset conversion support, verification tools, and monthly asset accounting.
 - **HR & Payroll System** integrated with time and attendance, employee self-service, and leave management.
- **Reporting and Analytics:**

- Must include real-time dashboards, financial ratios, provincial dashboards, and spatially enabled financial reporting.
- Automation of statutory reporting such as AFS, NT returns, SDBIP reports, and CaseWare integration for budgeting.
- **Performance Management:**
 - Solutions must cater for both **organisational** and **individual performance management**, with electronic systems to manage KPIs and developmental plans.
- **Connectivity and ICT Support:**
 - Provision of **comprehensive connectivity services**, including system hosting, WAN/mobile access, and security.
 - Ongoing **ICT infrastructure support**, document and records management (EDMS), and website development/hosting.
- **Training and Capacity Building:**
 - A built-in **training and learner management module** (FMS Academy) must be included to ensure skills development and system literacy across all contract years.
- **Planning and Prioritisation Tools:**
 - Modules supporting **CAPEX, OPEX**, and long-term infrastructure investment via a **Capital Expenditure Framework (CEF)**.
 - Tools for **Strategic and IDP Planning** aligned with SDBIP and IDP project workflows.

This integrated solution is expected to improve governance, compliance, operational efficiency, and community service delivery through digital transformation of the municipality's core financial and administrative systems.

PRICING SCHEDULE AND TECHNICAL SPECIFICATION

Item No.	Affected Business Process	Service Code	Product Name	Product Service Description	Sub-products	Impl. / Once Off Fee	Annual Licensing Fee	Monthly Fee Year 1	Monthly Fee Year 2	Monthly Fee year 3	Total
1.	All	Service 1	MSCOA Compliant Municipal Financial Management System	Financial Management System that provides comprehensive project-based budgeting, financial tracking, and corporate governance tools tailored for municipalities, in line with mSCOA regulations. <u>See Annexure B for Financial system and ICT essential services functionality</u>		R	R	R	R	R	R
2.	Financial Accounting	Service 2	Municipal Financial Management Advisory Operational Services	Review of Municipality's Monthly reporting in line with National treasury regulations, MScoA, GRAP and related regulations to ensure there is compliance .	2.1 In-Year Reporting: Experts advise monthly to ensure accurate and complete transactional alignment and allocations which assist municipality in decision making and understanding the municipality's financial position	N/A	N/A	R	R	R	R

Item No.	Affected Business Process	Service Code	Product Name	Product Service Description	Sub-products	Impl. / Once Off Fee	Annual Licensing Fee	Monthly Fee Year 1	Monthly Fee Year 2	Monthly Fee year 3	Total
	Financial Accounting	Service 2	Municipal Financial Management Advisory Operational Services	Review of Municipality's AFS in line with National treasury regulations, MScoA, GRAP and related regulations to ensure there is compliance .	2. 2 Annual Reporting Experts advise on annual reporting to ensure accurate and complete transactional alignment and allocations which assist municipality in decision making and understanding the municipality's financial position	N/A	N/A	R	R	R	R
	Asset Management and Maintenance	Service 2	Municipal Financial Management Advisory Operational Services		2.3 Asset Management : Assist municipality in asset accounting and management through facilitating the asset conversion process and completing post conversion analysis. Assist and advise on monthly asset accounting and analysis to ensure appropriate allocation and accounting maintenance of municipal assets.	N/A	N/A	R	R	R	R

Item No.	Affected Business Process	Service Code	Product Name	Product Service Description	Sub-products	Impl. / Once Off Fee	Annual Licensing Fee	Monthly Fee Year 1	Monthly Fee Year 2	Monthly Fee year 3	Total
	Corporate Governance	Service 2	Municipal Financial Management Advisory Operational Services		2.4 Organisational Performance 2.5 Individual performance Specialist advisory support to municipality in implementing Organisational performance optimally and cascading individual performance to all levels of staff. partner with industry leading developers to supply electronic performance management software for the organisation and the individual.	N/A	N/A	R	R	R	R

Item No.	Affected Business Process	Service Code	Product Name	Product Service Description	Sub-products	Impl. / Once Off Fee	Annual Licensing Fee	Monthly Fee Year 1	Monthly Fee Year 2	Monthly Fee year 3	Total
	Revenue and Debt Management	Service 2	Municipal Financial Management Advisory Operational Services		2.6 Revenue Enhancement - Data Management 2.7 Revenue Enhancement - Credit Control Management 2.8 Revenue Enhancement - Indigent Management This Solution must offer the Municipality a variety of options to assist with the enhancement and optimization of the Revenue Collection process. The modules must include but not limited to; WEB-BASED software applications and vetting processes, with the main focus areas being: Automated workflow for credit control,	R	R	R	R	R	R

Item No.	Affected Business Process	Service Code	Product Name	Product Service Description	Sub-products	Impl. / Once Off Fee	Annual Licensing Fee	Monthly Fee Year 1	Monthly Fee Year 2	Monthly Fee year 3	Total
	Revenue and Debt Management	Service 2	Municipal Financial Management Advisory Operational Services		Indigent management and the completeness of billing. The solution also must provide for all related reporting requirements and the storage of all data.						
		Service 2			2.9 Budget and Reporting : Assistance provided with mSCOA reporting expert knowledge that helps municipality to report accurately on budgets that lays the foundation for accurate in-year reporting.	N/A	N/A	R	R	R	R

Item No.	Affected Business Process	Service Code	Product Name	Product Service Description	Sub-products	Impl. / Once Off Fee	Annual Licensing Fee	Monthly Fee Year 1	Monthly Fee Year 2	Monthly Fee year 3	Total
	Strategic and IDP Planning	Service 2			10. eSDBIP and Report (Organisation performance management, Ward-based reporting and Capital Works Plan)	N/A	N/A	R	R	R	R
3.	Corporate Governance	Service 3	Financial Management System Connectivity Services (System, Internet, WAN or Mobile Connectivity Services)	Comprehensive Connectivity Services that are designed to meet the unique needs of our municipality, providing end-to-end solutions that ensure robust network performance and security. The ability to effectively manage all our network infrastructure with our dedicated team.	Municipal Electronic Document Management System (EDMS) is an industry leading Electronic Document (EDM) & Enterprise Content Management (ECM) and Municipal Administration. Our solution aids the municipality with electronic records management and municipal administration.	R	R	R	R	R	R
4.	Corporate Governance	Service 4	Financial Management System and Document & Records Management System (EDMS)	The Electronic Document Management System (EDMS) must an industry leading Electronic Document (EDM) & Enterprise Content Management (ECM) and Municipal Administration. It should assist the municipality		R	R	R	R	R	R

Item No.	Affected Business Process	Service Code	Product Name	Product Service Description	Sub-products	Impl. / Once Off Fee	Annual Licensing Fee	Monthly Fee Year 1	Monthly Fee Year 2	Monthly Fee year 3	Total
				with electronic records management and municipal administration.							
5.	Corporate Governance	Service 5	Municipal Financial System Disaster Recovery Services (FMS DR, Extended DR, Email Management "Mimecast")	The Disaster Management (DR) & Continuity Support Services (CSS) must provide comprehensive solution to manage a municipality's backup and recovery needs. The financial System Service provider must ensure our critical onsite data and hosted applications are always secure and recoverable by conducting recovery testing and daily maintenance checks.		N/A	N/A	R	R	R	R
6.	Asset Management and Maintenance	Service 6	Financial System Integrated Metering (Electronic Meter Reading System)	Provide a cloud-based meter reading software uses ultra-rugged handheld devices for the quick and efficient capture of readings, faults, and missing meter information with photo evidence while on the move. Readings must be updated to the		N/A	N/A	R	R	R	R

Item No.	Affected Business Process	Service Code	Product Name	Product Service Description	Sub-products	Impl. / Once Off Fee	Annual Licensing Fee	Monthly Fee Year 1	Monthly Fee Year 2	Monthly Fee year 3	Total
				cloud-based monitoring and reporting dashboard using a data SIM card, regardless of the reader's location. GPS technology guides readers to meter locations and plots progress on a map for supervisors to view. The dashboard should generate advanced reports and seamlessly updates readings to the asset module.							
7.	Revenue and Debt Management	Service 7	Financial System Printing Services			N/A	N/A	R	R	R	R
8.	Corporate Governance	Service 8	Municipal Financial System ICT Essential Services (ICT Infrastructure, ICT Support Services, ICT Procurement)	The Comprehensive ICT Managed Support Services for local government should encompass a wide range of solutions to ensure seamless & continuous operations and robust data security & protection. The ICT solutions must span network connectivity, hardware and		N/A	N/A	R	R	R	R

Item No.	Affected Business Process	Service Code	Product Name	Product Service Description	Sub-products	Impl. / Once Off Fee	Annual Licensing Fee	Monthly Fee Year 1	Monthly Fee Year 2	Monthly Fee year 3	Total
				infrastructure, business software solutions and all support and maintenance aspects needed.							
9.	Revenue and Debt Management	Service 9	Municipal Financial System Customer Care (eService's Consumer & Communication Portals)	The Financial System Service provider should provide a multi-channel platform that allows municipal consumers to manage their accounts and interactions with the municipality. Municipality should also communicate with its consumers using the same platform & channels.		N/A	N/A	R	R	R	R
10.	Corporate Governance	Service 10	Municipal Performance Management and Development System	Municipal Performance Management and Development system facilitates the management of the performance of the organisation and the performance management and development of individuals at the municipality. The software will aid in ensuring compliance		R	R	R	R	R	R

Item No.	Affected Business Process	Service Code	Product Name	Product Service Description	Sub-products	Impl. / Once Off Fee	Annual Licensing Fee	Monthly Fee Year 1	Monthly Fee Year 2	Monthly Fee year 3	Total
				with regulations and good governance. The PMS system must further help with best practice initiatives through a digital or specialist support on existing manual interventions.							
11.	Treasury and Cash Management	Service 11	Municipal Financial Management System Analytics (Reporting, Dashboarding and Business Intelligence)	Municipal Financial Management System Analytics is an innovative analytics platform which should provide our municipality with financial and non-financial business intelligence, dashboard visualisation and reporting. The platform should draw information from various systems and combines this data for our users, simplifying access to information. Furthermore, the platform should assist our municipality with compliancy for important statutory demands.	11.1 Municipal Financial Ratios 11.2 Municipal Consumer Analytic 11.3 Municipal Financial Management System Provincial Dashboards	N/A	N/A	R	R	R	R

Item No.	Affected Business Process	Service Code	Product Name	Product Service Description	Sub-products	Impl. / Once Off Fee	Annual Licensing Fee	Monthly Fee Year 1	Monthly Fee Year 2	Monthly Fee year 3	Total
12.	Revenue and Debt Management	Service 12	Municipal Financial Management System Revenue Management	A comprehensive software solution crafted for local authorities to streamline credit control and debt collection. Tailored specifically for the collection of revenue, it automates the entire process, from identifying accounts in arrears to enforcing strict adherence to policy-driven workflows. This ensures efficient management of revenue collection procedures and addresses nonpayment issues from the onset, helping municipalities maintain effective debt management.	12.1 Credit Control & Debt Collection A comprehensive software solution crafted for local authorities to streamline credit control and debt collection. Tailored specifically for the collection of revenue, it automates the entire process, from identifying accounts in arrears to enforcing strict adherence to policy-driven workflows. This ensures efficient management of revenue collection procedures and addresses nonpayment issues from the onset, helping municipalities maintain effective debt management. 12.2 Indigent Control :	N/A	N/A	R	R	R	R

Item No.	Affected Business Process	Service Code	Product Name	Product Service Description	Sub-products	Impl. / Once Off Fee	Annual Licensing Fee	Monthly Fee Year 1	Monthly Fee Year 2	Monthly Fee year 3	Total
					A solution that streamlines municipal indigent management with a comprehensive workflow system. It handles all stages from registration to maintenance, allowing for web-based, manual, or handheld device entries. The system supports communication to the applicant, verifies applicant information, conducts field audits and verification against external data sources aligned with legislative requirements. Our solution aids in the creation and maintenance of an accurate indigent register.						
13.	All	Service 13	Municipal Financial Management System Learner	Online and physical training per person for all the financial years under this contract	Online and physical training per person for all the financial years under this	N/A	N/A	R Unit Price	R Unit Price	R Unit Price	R

Item No.	Affected Business Process	Service Code	Product Name	Product Service Description	Sub-products	Impl. / Once Off Fee	Annual Licensing Fee	Monthly Fee Year 1	Monthly Fee Year 2	Monthly Fee year 3	Total
			Management Module		contract						
14.	Human Resources and Payroll Management	Service 14	Municipal Financial System HR & Payroll	The Service provider should provide a payroll software offering that offers the municipality with an accurate legislatively compliant and user-friendly payroll system. Our Human Capital Software provides users with a fully integrated HR system that is simple, effective and efficient	<p>14.1 MFS Payroll Provide a payroll software offering that offers the municipality with an accurate legislatively compliant and user-friendly payroll system. The Human Capital Software should provide users with a fully integrated HR system that is simple, effective and efficient</p> <p>14.2 FMS HR The Human Capital Software must provide users with a fully integrated HR system that is simple, effective and efficient</p> <p>14.3 Employee Self Service(Leave Management) This allows the employee and</p>	R	R	R	R	R	R

Item No.	Affected Business Process	Service Code	Product Name	Product Service Description	Sub-products	Impl. / Once Off Fee	Annual Licensing Fee	Monthly Fee Year 1	Monthly Fee Year 2	Monthly Fee year 3	Total
					<p>manager access to change own information, apply for leave and declaration of interest, as well as access to their payslips and IRP5's.</p> <p>14.4 Time and Attendance Management</p> <p>The Time & Attendance (T&A) module is an automated biometric clocking solution that complements the existing payroll suite. The T&A system must be simple to use and allow authorised staff to review, edit and approve an employee's time.</p>						
15.	All	Service 15	Municipal Financial System Management training academy	FMS Academy must house the essential training booking system and knowledge base of Financial System. Ensuring that our		N/A	N/A	R Unit Price	R Unit Price	R Unit Price	R

Item No.	Affected Business Process	Service Code	Product Name	Product Service Description	Sub-products	Impl. / Once Off Fee	Annual Licensing Fee	Monthly Fee Year 1	Monthly Fee Year 2	Monthly Fee year 3	Total
				workforce is always skilled and ready to tackle frontline tasks on the system. Employees should stay up to date with system changes, enhancing their ability to serve the community efficiently. Equip our team with the knowledge and skills they need to excel in their roles and adapt to evolving municipal needs.							
16.	Corporate Governance	Service 16	Municipal Financial System Statutory Financial Reporting	Financial and other reporting that are statutory and non-statutory forms an integral part of the Municipality and the services offered in this product should allow for the automation of report generation, including but not limited to National Treasury Returns and Budget	16.1 Financial System Reporting 16.2 CaseWare (Budgeting Software)	N/A	R	R	R	R	R

Item No.	Affected Business Process	Service Code	Product Name	Product Service Description	Sub-products	Impl. / Once Off Fee	Annual Licensing Fee	Monthly Fee Year 1	Monthly Fee Year 2	Monthly Fee year 3	Total
				Formats, Annual Financial Statements and Management Reporting.							
17.	Project Management and reporting	Service 17	Projects and programme Management	The Financial System Project and Programme Management (Project Management and Reporting) module must provide our municipality with a bespoke workflow managed project scheduling, implementation tracking and reporting solution which is informed by the Integrated Development Plan (IDP) and giving input to the annual Service Delivery- and Budget Implementation Plan (SDBIP).		R	R	R	R	R	R
17.	Asset Management and Maintenance	Service 17	Asset Verification System	Asset verification scanners that allows municipality to manage the physical location of assets and verification data that integrates with the Financial Management System Asset module		N/A	N/A	R	R	R	R

Item No.	Affected Business Process	Service Code	Product Name	Product Service Description	Sub-products	Impl. / Once Off Fee	Annual Licensing Fee	Monthly Fee Year 1	Monthly Fee Year 2	Monthly Fee year 3	Total
18.	Budgeting and Financial Planning	Service 18	Financial System Planning & Prioritisation (Strategic and IDP Planning)	<p>The financial System Planning and Prioritisation (Strategic and IDP Planning) module must provide municipality with a managed workflow driven Strategic and IDP planning tool focused on OPEX (Operating Expenditure) and CAPEX (Capital Expenditure). The solution must support project creation and planning, project prioritisation or ranking, budget scenario planning. Sophisticated dashboarding and reporting provides Realtime visibility to all these areas.</p>	<p>18.1 Financial System CAPEX Planning & Prioritisation (Strategic and IDP Planning)</p> <p>The Planning and Prioritisation (Strategic and IDP Planning) module must provide the municipality with a managed workflow driven Strategic and IDP planning tool focused on CAPEX (Capital Expenditure). The solution supports project creation and planning, project prioritisation or ranking, budget scenario planning. Sophisticated dashboarding and reporting provides Realtime visibility to all these areas.</p> <p>18.2 Financial System</p>	N/A	N/A	R	R	R	R

Item No.	Affected Business Process	Service Code	Product Name	Product Service Description	Sub-products	Impl. / Once Off Fee	Annual Licensing Fee	Monthly Fee Year 1	Monthly Fee Year 2	Monthly Fee year 3	Total
					<p>OPEX Planning & Prioritisation (Strategic and IDP Planning)</p> <p>The Financial System Planning and Prioritisation (Strategic and IDP Planning) module provides municipality with a managed workflow driven Strategic and IDP planning tool focused on OPEX (Operating Expenditure). The solution must support project creation and planning, project prioritisation or ranking, budget scenario planning. Sophisticated dashboarding and reporting provides Realtime visibility to all these areas.</p> <p>18.3 Capital Expenditure Framework (CEF)</p>						

Item No.	Affected Business Process	Service Code	Product Name	Product Service Description	Sub-products	Impl. / Once Off Fee	Annual Licensing Fee	Monthly Fee Year 1	Monthly Fee Year 2	Monthly Fee year 3	Total
					A Capital Expenditure Framework (CEF) is a consolidated, high-level view of infrastructure investment needs in a municipality over the long-term (10 years) period. CEF considers not only infrastructure needs but also how these needs can be financed and what impact the required investment in infrastructure will have on the financial viability of the municipality going forward.						
19.	Revenue and Debt Management	Service 19	Financial Spatial Reporting	Financial Spatial Reporting is an innovative platform which provides our municipality with spatially enabled visual dashboards and an		N/A	N/A	R	R	R	R

Item No.	Affected Business Process	Service Code	Product Name	Product Service Description	Sub-products	Impl. / Once Off Fee	Annual Licensing Fee	Monthly Fee Year 1	Monthly Fee Year 2	Monthly Fee year 3	Total
				ability to report critical financial and non-financial information from a municipality's systems such as the Financial Management System (FMS) in a spatial manner.							
20.	Information and Communication Technology	Service 20	ICT Essentials (website)	Website Development, Hosting Support and Maintenance		R	R	R	R	R	R
21.	Budget and Financial Reporting	Service 21	Consulting work on review of Annul Financial Statements before submission	The appointed service provider must provide professional consulting services for review of Annual Financial Statements (AFS) in accordance with the latest National Treasury Guidelines, the Municipal Standard Chart of Accounts (mSCOA), GRAP and applicable provisions of the Municipal Finance Management Act (MFMA).(See Annexure C for Functionality on		N/A	N/A	R Once off Year 1	R Once off Year 2	R Once off year 3	R

Item No.	Affected Business Process	Service Code	Product Name	Product Service Description	Sub-products	Impl. / Once Off Fee	Annual Licensing Fee	Monthly Fee Year 1	Monthly Fee Year 2	Monthly Fee year 3	Total
				Review of Annual Financial Statements							
SUB-TOTAL											R
VAT											R
TOTAL BID PRICE											R

ANNEXURE B

FUNCTIONALITY EVALUATION CRITERIA – PROVISION OF INTEGRATED FINANCIAL MANAGEMENT SYSTEM AND REVIEW OF ANNUAL FINANCIAL STATEMENTS

Bids will be evaluated on both **functionality and price** in line with the Municipality's **Supply Chain Management Policy** and the **Preferential Procurement Policy Framework Act (PPPFA), 2022**.

The appointed service provider will be expected to deliver a comprehensive solution that includes:

- Provision of **ICT Essential Services**, including implementation, support, and maintenance of an **Integrated Financial Management System** that complies with the latest **mSCOA** requirements, **GRAP standards**, and applicable provisions of the **Municipal Finance Management Act (MFMA)**. The system must align with **National Treasury standards**, ensure data integrity, system security, and allow seamless integration with existing platforms.
- Delivery of **professional consulting services** for the **review of Annual Financial Statements (AFS)** in accordance with the latest **National Treasury Guidelines, GRAP, mSCOA**, and all applicable MFMA requirements.

Service providers must demonstrate a combination of technical expertise, proven experience in municipal financial systems, and capacity to support both system implementation and compliance with financial reporting standards.

No.	CRITERIA	GUIDELINE	SCORING		WEIGHT
1	Company Profile	Project team leader experience, PMBOK or Prince2 certified.	5+ Years	1	5
			< 5 Years	0	
		Software developer	5+ Years	1	
			< 5 Years	0	
		Software engineer	5+ Years	1	
			< 5 Years	0	
		Implementation specialist	5+ Years	1	
			< 5 Years	0	
		Attach CV and certified copies of Certificates as Proof	All cv's and certified copies attached	1	
2	Experience of the Bidder in Supply and Maintenance of Local Government integrated Financial Management and internal	Number of clients using bidder's integrated Financial Management and internal control solution which were implemented during 2018 or after (post mSCOA). Insert reference letter and corresponding appointment letter from each Municipality. Also include the Audit Opinion from each Municipality	15 + Clients	10	10
			10 - 14 Clients	5	
			5 - 9 Clients	3	

	Control Solution		1 – 4 0	2 0	
3	Recoverability	<p>Proof of ability to recover iFMS from a Disaster. Provide proof of system generated restore test certificates and daily/success backup reports from Municipalities using service provider iFMS.</p> <p>The report of the Municipality must have a supporting letter from the Municipality confirming that backups are performed by service provider.</p> <p>Provide the Backup & Disaster Recovery Policy of the Service Provider for the client's data.</p>	15 + Clients 10 - 14 Clients 5 - 9 Clients 1 – 4 0	10 5 3 2 0	10

4	ISO 9001:2015 - Organizations use the standard to demonstrate the ability to consistently provide products and services that meet customer and regulatory requirements.	Provide ISO 9001: 2015 (Quality management system certificate) certificate recognized by the International Accreditation Forum (IAF) as evidence of the Quality Management System	Meets all requirements. Meets none of the requirements	5 0	5
5	Company Experience in local government integrated financial management and internal control systems	How many years' experience does the company have operating in the space of integrated financial management & internal control systems within local government in South Africa	15 + years 5 – 14 years < 5 years	5 3 2	5
6	iFMS development	Proudly South African, local ownership of IFMS software for agility of Development decision making that benefits the RSA Local Government sector, Provide: 1. Affidavit that shows/states that the integrated Financial & internal control System software is locally owned	Meets all requirements. Meets none of the requirements	10 0	10

7	Benchmarking	<p>Verification of existence of modules, sub-modules, system(s) and sub-system(s) for below 15 Business Processes – 3 screen shots per process</p> <ol style="list-style-type: none"> 1. Electronic Records & Document Management System 2. Municipal Budgeting, Planning and Modelling; 3. Financial Accounting; 4. Costing, Project Accounting and reporting; 5. Planning, Prioritization & Project Management 6. Treasury and Cash Management; 7. Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable; 8. Grant Management; 9. Full Asset Life Cycle Management including Maintenance Management; 10. Financial Indicators and Consumer BI Dashboards; 11. Human Resource and Payroll Management; 12. Customer Care, Credit Control and Debt Collection; 13. Performance Management System 14. Spatial view of Financial management system with reporting (Valuation Roll reporting to NT, Ward view & 5 Basic services view) 15. Revenue Cycle Billing. 	5 /Maximum points for all business processes.	0 - 5	5
8.	Qualification of Lead Consultant	Must be a qualified Chartered Accountant [CA(SA)] registered with SAICA for minimum 5 years.	Meets all requirements.	15	15
9.	Relevant Experience	<p>Minimum of 5 years' experience in preparation of AFS for municipalities in line with GRAP, MFMA, and mSCOA. Provide references or project experience.</p> <p>5 Years experience= 3 Points</p>	Meets all requirements.	10	10

		8 Years experience= 5 Points 10 Year experience= 10 Points(Maximum)			
10.	Approach and Methodology	Detailed proposal outlining the methodology, tools, and timeframes to be used in delivering the AFS.	Meets all requirements.	10	10
11	Team Composition and Experience	Include 3 profiles of supporting team members with minimum 5 years' experience in municipal finance reporting and financial systems support.	Meets all requirements.	10	10
12.	Past Performance	Evidence of at least three successfully completed projects related to AFS preparation for municipalities. Include reference letters and contactable references with the Audit Opinion from previous clients.	3 Completed AFS preparation projects. Meets all requirements.	5	5
TOTAL					100

Any proposal received after the closing time for submission of proposals will be returned unopened.

The evaluation of the proposals should be carried out in three stages:

1. Minimum requirements
2. The functionality
3. The pricing

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.

.....

.....

YES / NO

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?

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

.....
 Position

.....
 Name of Bidder

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid
number.....	
Closing Time	Closing Date

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
-------------	----------	-------------	--

- Required by:

- At:

- Brand and model

-

- Country of origin.....

- Does offer comply with specification? *YES/NO

- If not to specification, indicate deviation(s)

- Period required for delivery

- Delivery: *Firm/not firm

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{D4t}{D4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V) Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD

				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
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.

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, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

(a) a member of –

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

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with

the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other 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**

3.11.1 If yes, furnish particulars

.....
.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% Black ownership (attach CSD detail report)	05	N/A		N/A
Woman Ownership (attach CSD detail report or Certified ID copy)	03	N/A		N/A

Disability (Attach Disability letter from a Doctor)	02	N/A		N/A

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

.....

.....

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

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

1. I hereby undertake to render services described in the attached bidding documents to Makhado Municipality in accordance with the requirements and task directives / proposals specifications stipulated **Bid no 46 of 2025** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:.....

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

1. I KM NEMANAME in my capacity as Municipal Manager accept your bid under reference number **8/3/2/** datedfor the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
SUPPLY, INSTALLATION, COMMISSIONING, MAINTENANCE AND SUPPORT FOR AN INTEGRATED FINANCIAL MANAGEMENT SYSTEM, INCLUDING REVIEW OF ANNUAL FINANCIAL STATEMENTS FOR A PERIOD OF THREE (3) YEARS				N/A

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT MAKHADO ON

NAME (PRINT) KM NEMANAME

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>

4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ 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).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that
(Name of Bidder)

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:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ 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:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) 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

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to 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

.....
Date

.....
Position

.....
Name of Bidder

Js9141w 4

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

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General Conditions of Contract

1. Definitions

1. 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. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any 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.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the 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.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

2. Application

- 2.1 These general conditions are applicable to all 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 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful 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:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during 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, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants 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 in SCC, 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 in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 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 in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts 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 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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 intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority 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:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser 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 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) 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	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>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</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	<p>34.1 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 (or bid rigging).</p> <p>34.2 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 the Competition Act No. 89 of 1998.</p>

- 34.3 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.