



INVITATION TO BID

(In terms of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005))

BID NO: RDM2023-004A1

**APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND INSTALL
DOCUMENT MANAGEMENT SYSTEM FOR PERIOD OF 3 YEARS (36
MONTHS) RE ADVERT**

Closing Date and Time: Friday, 22 September 2023 at 12H00

NAME OF BIDDER:		Bidder VAT registered?
TOTAL BID PRICE (INCL VAT): (Brought forward from MBD 3.1)		Yes: <input type="checkbox"/> No: <input type="checkbox"/>

Please note that it is compulsory for all service providers to complete the above required information

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1. BID CHECKLIST

Bidders are to use this checklist to ensure that the bid documentation is complete for administrative compliance. The bidder is to indicate that the documentation is complete and included in the bid document by completing the table below.

Tick to indicate that the information is included

Item	Description	Yes	No	n/a
1.	Is your business registered as accredited prospective supplier with the DR RUTH S MOMPATI DISTRICT MUNICIPALITY?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Is the bid document administration fee paid and a copy of the receipt attached to the bid document?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Did you read and understand all pages of the bid document?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Did you complete the bid documents in black ink?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Did you provide a certified copy of your company registration and VAT registration certificates?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Did you provide a certified copy of your identity document in case of sole proprietorship?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Did you provide registration certificate pertaining to the relevant industry e.g. (Electrical Contractors Board), if applicable?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	Did you provide a covering letter?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	Did you provide an original and valid tax clearance certificate? (MBD2)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	Did you complete and sign the Bid Declaration Form? (section 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	Where applicable, is the resolution taken the Board of Directors/Members/Partners completed and signed? (section 4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.	Where applicable, is the resolution taken the Board of Directors of a Consortium or Joint Venture completed and signed? (section 5)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13.	Is invitation to bid completed and signed?(MBD 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14.	Is the Declaration of Interest completed and signed? (MBD 4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15.	Is the Declaration of Bidder's Past Supply Management Practices completed and signed? (MBD 8)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16.	Is the Certificate of Independent Bid Determination completed and signed? (MBD 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17.	Did you complete and sign the Previous Work Experience of a Similar Nature section? (section 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18.	Is the Preference Points Claim Form in Terms of the Preferential Procurement Regulation 2011 completed and signed? (MBD 6.1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19.	Did you provide an original and valid B-BBEE status level verification certificate or a certified copy thereof or, if you qualify as an EME, did you provide a verification certificate? (MBD 6.1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20.	Does the product/service offered conform to the Bid Specifications?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21.	Is Pricing Schedule completed?(MBD 3.1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22.	Where applicable, is the Declaration for Procurement Above R10 million (all applicable taxes included) completed and signed? (MBD 5)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23.	Did you attach the annual financial statements as required in MBD 5? (For Procurements above R10 million)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. SPECIAL CONDITIONS OF BID

1. The Municipality's document must be kept as supplied and submitted with all schedules / forms fully completed.
2. The bidder **must** number bid document and returnable.
3. Any other documents, certificates etc. must be attached as an annexure to the official Municipal document.
4. Where the Municipality's official document is taken apart and not submitted as supplied, the bid might be rejected.
5. Schedules / forms not duly completed and signed by the bidder will result in a bid not being considered.
6. All Forms of Special Conditions in Specifications should be included.
7. The bid document must be completed in black ink, and prices must be VAT inclusive, unless otherwise specified.
8. The lowest or any Bid will not be necessarily be accepted, and the DR RUTH S MOMPATI DISTRICT MUNICIPALITY reserves the right to accept the whole or any portion of a Bid.
9. All prices and details must be legible to ensure the bid will be considered for adjudication.
10. Corrections may not be made by means of correction fluid such as Tip – Ex, or any other similar product. In the event of a mistake being made, it should be crossed out in ink and be accompanied by a full signature at each and every alteration. The Municipality reserves the right to reject the bid if corrections are not made in accordance with the above.
11. All bid documents must include the following documents:
 - Receipt (original) for bid documents;
 - Certified copies of cc/co registration certificates;
 - Certified copy of Identity document in the case of sole proprietorship;
 - Original or certified copy of B-BBEE status level verification certificate; and
 - Original copies of Tax clearance certificates.
 - Central Supplier Database
12. The bidder may submit a comprehensive company profile, for example the founding company statements, as well as a detailed exposition of previous work done.
13. Bidders are required to be registered on the DR RUTH S MOMPATI DISTRICT MUNICIPALITY's Supplier Database. Consultants are required to be registered on the Municipality's Consultant Roster System (Application forms are obtainable from the Finance Department of the Municipality).
14. No bid forwarded by e – mail, telegram, telex, facsimile or similar apparatus will be considered.
15. Late bids shall not be admitted for consideration.
16. Bids must be properly received and deposited in the bid box of the DR RUTH S MOMPATI DISTRICT MUNICIPALITY on or before **12:00 on Friday, 22 September 2023**. Bid offers must be submitted in a sealed envelope properly marked in terms of the bid number and bid description, at the offices of the Municipality situated at 34 Church Street, VRYBURG, 8601.
17. Copyright / Patent Rights – Copyright in any document produced, and the patent rights or ownership in any plant, machinery, thing, system or process designed or devised, by a consultant in the course of the consultancy service is vested in the DR RUTH S MOMPATI DISTRICT MUNICIPALITY.

3. BID DECLARATION

1. I/we Mr/Mrs/Messrs _____ duly assigned to represent the bidder for the purpose of this bid, hereby bid to supply the goods and/or render services described in the attached documents to the DR RUTH S MOMPATI DISTRICT MUNICIPALITY on terms and conditions stipulated in this bid and in accordance with the specifications stipulated in the bid documents (which shall be taken as part of, and incorporated into this bid) at the prices reflected in the Pricing Schedule.
2. I/we agree that this offer shall remain valid for a period of **120 days** commencing from the closing date and time of this bid.
3. I/We further agree that:
 - 3.1 This bid and its acceptance shall be subject to the terms and conditions contained in the in the DR RUTH S MOMPATI DISTRICT MUNICIPALITY's Supply Chain Management Policy;
 - 3.2 if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the DR RUTH S MOMPATI DISTRICT MUNICIPALITY may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the DR RUTH S MOMPATI DISTRICT MUNICIPALITY and I/we will then pay to the DR RUTH S MOMPATI DISTRICT MUNICIPALITY any additional expense incurred by the DR RUTH S MOMPATI DISTRICT MUNICIPALITY having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid; the DR RUTH S MOMPATI DISTRICT MUNICIPALITY shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the DR RUTH S MOMPATI DISTRICT MUNICIPALITY may sustain by reason of my/our default;
 - 3.3 If my/our bid is accepted the acceptance may be communicated to me/us by letter or order by certified mail or registered mail. Such posting shall be deemed to be proper service of such notice with effect from the date of posting/dispatch of such notice;
 - 3.4 The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served at (full street address of this place):

4. I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
5. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.
6. I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me/us as a result of such action.
7. I/we declare that I/we have participation/no participation* in the submission of any other offer for the supplies/services described in the attached documents. *If in the affirmative, state name(s) of bid(s) involved.

Name of Bidder: _____

Signature _____

4. RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS / PARTNERS

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

_____ (Name of Bidder)

Held at _____ (Place) On _____ (Date)

RESOLVED THAT:

- The enterprise submits a Bid to the DR RUTH S MOMPATI DISTRICT MUNICIPALITY in respect of the following project:

RDM2023-004A1 : APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND INSTALL DOCUMENT MANAGEMENT SYSTEM FOR PERIOD OF 3 YEARS (36 MONTHS) RE ADVERT

- Mr/Mrs/Ms _____

In his/her capacity as _____ and who will sign as follows:

(Specimen Signature)

be, and is hereby, authorised to sign the Bid and/or all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any contract, and/or all documentation resulting from the award of the bid to the enterprise mentioned above.

Note: The resolution must be signed by all the directors or members/partners of the bidding enterprise. Should the space provided below not be sufficient for all directors to sign, please provide a separate sheet in the same format as below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

Enterprise Stamp

5. RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

_____ (Name of Bidder)

Held at _____ (Place) On _____ (Date)

RESOLVED THAT:

- The enterprise submits a Bid to the DR RUTH S MOMPATI DISTRICT MUNICIPALITY in respect of the following project:

RDM2023-004A1 : APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND INSTALL DOCUMENT MANAGEMENT SYSTEM FOR PERIOD OF 3 YEARS (36 MONTHS) RE ADVERT

As a Consortium/Joint Venture comprising (list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

_____ (Enterprise full Name and Registration Number)

_____ (Enterprise full Name and Registration Number)

- Mr/Mrs/Ms _____

In his/her capacity as _____ and who will sign as follows:

_____ (Specimen Signature)

be, and is hereby, authorised to sign the Bid and/or all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any contract, and/or all documentation resulting from the award of the Bid to the **Consortium/Joint Venture** enterprise mentioned above.

- The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfilment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered into with the DR RUTH S MOMPATI DISTRICT MUNICIPALITY in respect of the project described above under item 1.
- The **Consortium/Joint venture** enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and contract with the DR RUTH S MOMPATI DISTRICT MUNICIPALITY in respect of the project under item 1:

_____ (Physical Address)

Note: The resolution must be signed by all the directors or members / partners of the bidding enterprise. Should the space provided below not be sufficient for all directors to sign, please provide a separate sheet in the same format as below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

Enterprise Stamp

6. INVITATION TO BID (MBD 1)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DR RUTH S MOMPATI DISTRICT MUNICIPALITY

BID NUMBER: RDM2023-004A1
CLOSING DATE AND TIME: Friday, 22 September 2023 at 12h00
BID DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND INSTALL DOCUMENT MANAGEMENT SYSTEM FOR PERIOD OF 3 YEARS (36 MONTHS) RE ADVERT

The Successful bidder will be required to fill in and sign a written Contract Form (MDB 7)

NB: Bids must be properly received and deposited in the bid box of the DR RUTH S MOMPATI DISTRICT MUNICIPALITY on or before the closing date and before the closing time. Bid offers must be submitted in a sealed envelope properly marked in terms of the bid number and bid description as indicated above. No bid offers will be accepted via e-mail, facsimile (fax) or telegram.

BID DOCUMENTS MAY BE POSTED TO:

P.O. Box 21
VRYBURG
8600

OR

DEPOSITED IN THE BID BOX SITUATED AT:

34 Church Street
VRYBURG
8601

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is available during office hours (Monday to Friday, 07H30 to 16H15).

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

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

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

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER CODE.....NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2) *YES / NO
* Delete if not applicable

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) *YES / NO
* Delete if not applicable

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

An accounting officer as contemplated in the Close Corporation Act (CCA)

A verification agency accredited by the South African National Accreditation System (SANAS)

A registered auditor

(Tick applicable box)

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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? *YES / NO
* Delete if not applicable
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE R.....

TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality: DR RUTH S MOMPATI DISTRICT MUNICIPALITY

Department: Finance

Contact Person: M Mofokeng (Acting Chief Financial Officer)

Tel: (053) 928 6400

Fax: (053) 927 2401

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: M Mofokeng

Tel: 053 928 6400

Fax: (053) 927 2401

7. TAX CLEARANCE REQUIREMENTS (MBD 2)

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

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

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)

BID NUMBER:	CLOSING DATE:	CLOSING TIME:	
DESCRIPTION			

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

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	CONTACT PERSON
CONTACT PERSON	TELEPHONE NUMBER
TELEPHONE NUMBER	FACSIMILE NUMBER
FACSIMILE NUMBER	E-MAIL ADDRESS
E-MAIL ADDRESS	

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)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p style="padding-left: 40px;">NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <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:

8. PRICING SCHEDULE – FIRM PRICES (MBD 3.1)

(PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

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: RDM2023-004A1
 Closing day and time: Friday, 22 September 2023 at 12h00
 Bid description: APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND INSTALL DOCUMENT MANAGEMENT SYSTEM FOR PERIOD OF 3 YEARS (36 MONTHS) RE ADVERT

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

Firm bids are hereby requested from accredited service providers with the following specifications as a minimum:

1. PROJECT SCOPE

The scope of works entails Supply and Installation of Municipal Business Enhancement Processes for a period of three years with an option to extend for a period not exceeding two years.

2. DELIVERABLES

The Supply and Installation of Municipal Business Enhancement Processes services the District Municipality requires, are to be provided or made available as set out below:

The following business enhancement processes, which have been specifically developed for the unique requirements of local government, are required:

- 1) Supply chain management
- 2) Council committee management
- 3) Project / contract management
- 4) Unauthorized irregular fruitless and wasteful expenditure management
- 5) Audit action plan management
- 6) Payment voucher management
- 7) Journal register management
- 8) Insurance register management
- 9) General ledger management
- 10) File management
- 11) Supplier invoice registry management
- 12) Municipal invoice registry management
- 13) Municipal health and environmental services standard operating procedures

The detailed requirements and specifications per business enhancement process are as follows:

2.1 **SUPPLY CHAIN MANAGEMENT**

A supply chain management (SCM) business enhancement process is required that has been developed specifically for the unique SCM requirements of local government. The business enhancement process must fill the gap that currently exists between the purchase requisition and the issuing of the purchase order. The business enhancement process must be compatible with and be able to link to the Municipality’s implemented financial system.

The business enhancement process must be based on and adhere to the following legislation:

- a) Preferential Procurement Policy Framework Act (Act 5 of 2000)
- b) Preferential Procurement Regulations (2022)

- c) Broad Based Black Economic Empowerment Act (Act 53 of 2003)
 - d) Local Government: Municipal Finance Management Act (Act 56 of 2003)
 - e) Municipal Supply Chain Management Regulations
 - f) MFMA Circular No 80 Annexure B – Supply Chain Management System Specifications
- The business enhancement process must automate and manage the full SCM decision making process and must integrate the different processes in SCM as prescribed by legislation. In order to achieve this, the business enhancement process must, as a minimum, contain the following main components / registers:
- a) Procurements plans
 - b) Request for information / proposal / quotation
 - c) Bid / Quotation / 7 Day Quotation register
 - d) Bid specification / evaluation / adjudication committees
 - e) Approval of bid recommendations

2.1.1 General requirements of all main components / registers

- a) Access to components / registers must be controlled through user access levels with view, edit and authorization rights
- b) Must allow for the allocation of tasks to users based on user access levels and the tracking of the implementation thereof
- c) Must allow for the saving of scanned / generated documents (in the pdf format) directly from the business enhancement processes to a shared documents folder on the server
- d) Must allow for viewing of scanned documents (in the pdf format) from a shared documents folder on the server to the business enhancement processes
- e) Must allow for printing of all reports and export to Microsoft Word / Excel and pdf formats
- f) Reference numbers must be unique and auto generated per component / register per year by the business enhancement processes

2.1.2 Requirements in terms of MFMA Circular No 80

The following are the minimum functionality for a supply chain module as required by MFMA Circular No 80 (specific to Supply Chain Management):

- a) Allow for requisition from the annual procurement plan
- b) Align requisition to be project based
- c) Supplier rotation management (parameter driven)
- d) Supply Chain Deviation Management Facility in terms of legislation
- e) Adhere to the municipality's delegation of duties and authority levels
- f) Electronically validate against the National Treasury database for prohibited, employees of state and related parties and invite tenders based preferential procurement principals
- g) Electronically manage the invitation, bid closure and adjudication process with a full document management server unpinning the cycle
- h) Record and electronically store the bid adjudication committee's meeting minutes and store the minutes on the document management server
- i) Request for quote, quotations and Request for proposals:
 - a. Maintain a Request for quote, quotations and proposals database linked to suppliers
 - b. Automated notification of price differences outside of approved variance
 - c. Automated evaluating of quotations with parameters
 - d. Comparative tables for allocation of bids
 - e. Automated notification and ordering system
 - f. Workflow and document management in quotation process

2.1.3 Procurement plans

- a) Must allow for generation of procurement plans and schedule of procurement plans in the prescribed format for submission to National Treasury
- b) Must link procurement plans to the approved budget of the municipality
- c) Must allow for capturing of data in the National Treasury prescribed format for the Procurement Plan and must therefore contain all the required data fields
- d) Must allow for reporting on actual procurement performance and comparison to planned
- e) Must link the procurement plan to the Bid register

2.1.4 Request for information / proposal / quotation

- a) Must be able to deal with different customisable request types, such as:
 - a. Request for information
 - b. Request for proposals
 - c. Request for quotations
- b) Must be able to link to the Procurement plan
- c) Must be able to link to the Bid register in order to facilitate the two-staged bidding processes as prescribed by legislation
- d) Must be able to generate all documentation electronically to manage all relevant processes
- e) Must allow for the running of the evaluation process on the business enhancement process and the automated ranking of preferred suppliers
- f) Must allow for the upload of request adverts and documents to the municipal website and eTender portal
- g) Must allow for the e-mailing of request adverts and documents to suppliers and selected newspapers

2.1.5 Bid / Quotation / 7 Day Quotation register

- a) Must allow for the setup of customisable types of bids such as:
 - a. Quotations (R0 to R29,999.99)
 - b. 7 Day Quotations (R30,000 to R200,000)
 - c. Bids (R200,001 and above)
- b) Must allow for the setup of customisable procurement ranges in terms of the municipality's approved SCM Policy with template documents per procurement range per bid type
- c) On adding of new bids on the register, the business enhancement process must direct and guide the user in the process to ensure adherence to applicable municipal financial legislation and must enforce minimum requirements for the approval of a new bid
- d) Must be able to link to the Procurement plan
- e) Must be able to electronically generate all documentation required in the bid process, with the following as a minimum:

- a. Adverts
 - b. Bid documents
 - c. Sale of bid documents register
 - d. Site briefing attendance register
 - e. Opening of bid documents register
 - f. Evaluation reports
 - g. Appointment letters
 - h. Bid functionality scoresheets
 - i. Bid contract forms (MBD7)
 - j. PAJA regret letters
- f) Bid documents generated by the system must be in the format prescribed by National Treasury and contain all relevant MBD forms
 - g) Must allow for the running of the evaluation process on the business enhancement process, calculation of points and the automated ranking of preferred suppliers
 - h) Must allow for the upload of bid adverts and documents to the municipal website and eTender portal
 - i) Must allow for the e-mailing of adverts to selected newspapers and appointment letters and PAJA regret letters to suppliers

2.1.6 Bid specification / evaluation / adjudication committees

- a) Must allow for the automatic population of meeting agenda items from pre-populated templates for meetings
- b) Must allow for the linkage of meeting agenda items to the bid register
- c) Must allow for the automatic building of agendas ensuring all supporting documentation is attached, pages are numbered and referenced
- d) Must allow for the automatic generation of agendas
- e) Must allow for the e-mailing of the notice of the meeting and agenda to all members
- f) Must allow for the capturing of the resolutions of the meeting on the register
- g) Must allow for the automatic generation of the minutes of the meeting
- h) Must allow for the e-mailing of the minutes of the meeting to all members

2.1.7 Approval of bid recommendations

- a) Must allow for a process where the accounting officer or delegated official can consider recommendations from the bid adjudication committee
- b) Must allow for approval or rejection of recommendations from the bid adjudication committee in terms of applicable legislation
- c) Must make available history / audit trail of bid recommendation with supporting documentation to assist in the decision making process

2.2 COUNCIL COMMITTEE MANAGEMENT

A council committee management business enhancement process is required that has been developed specifically for the unique meeting management requirements of local government. The business enhancement process must guide and direct the user through every process, starting with the creation of the item, through the management of the meeting and finally ensuring the implementation of resolutions taken.

The business enhancement process must automate and manage the full meeting management process and must integrate the different processes in council committees and meetings as prescribed by legislation. In order to achieve this, the business enhancement process must, as a minimum, contain the following main components / registers:

- a) Item register
- b) Meeting register
- c) Resolution register

2.2.1 General requirements of all main components / registers

- a) Access to components / registers must be controlled through user access levels with view, edit and authorization rights
- b) Must allow for the allocation of tasks to users based on user access levels and the tracking of the implementation thereof

- c) Must allow for the saving of scanned / generated documents (in the pdf format) directly from the business enhancement processes to a shared documents folder on the server
- d) Must allow for viewing of scanned documents (in the pdf format) from a shared documents folder on the server to the business enhancement processes
- e) Must allow for printing of all reports and export to Microsoft Word / Excel and pdf formats
- f) Reference numbers must be unique and auto generated per component / register per year by the business enhancement processes

2.2.2 Item register

- a) Must allow for the creation of new items based on item types that determine default descriptions, committees and resolution committees
- b) Must allow for the creation of new items based on item templates that determine default departments, responsibilities, item body details and recommendations
- c) Must allow for the linkage of item supporting documentation to the item
- d) Must allow for the saving and viewing of scanned items and item supporting documents (in the pdf format) directly from the business enhancement process to a shared documents folder

2.2.3 Meeting register

- a) Must allow for the creation of council committees with default descriptions, meeting venues and meeting times.
- b) Council committees must be linked to the relevant councillors and officials that serve on the committees
- c) Must allow for the creation of committee types
- d) Must allow for the automatic generation of agendas
- e) Must allow for the automatic population of agenda items from pre-populated templates for meetings
- f) Must allow for the linkage of meeting agenda items to the item register
- g) Must allow for the automatic linkage of agenda item details from the linked item details
- h) Must allow for the creation of item supporting documentation to the pdf format
- i) Must allow for the automatic building of agendas ensuring all supporting documentation is attached, pages are numbered and referenced
- j) Must allow for the e-mailing of the notice of the meeting and agenda to all members directly from the business enhancement process
- k) Must allow for the capturing of the resolutions of the meeting directly on the register
- l) Must allow for the sound recording of the meeting discussions directly from the business enhancement process and saved to the shared network folder
- m) Must allow for the automatic generation of the minutes of the meeting
- n) Must allow for the e-mailing of the minutes of the meeting to all members directly from the business enhancement process
- o) Must allow for the upload of certain meeting decisions directly to the municipal website
- p) Must allow for the creation of resolutions and the automatic population of the resolution register
- q) Must allow for the saving and viewing of scanned agendas, minutes, attendance registers and item supporting documents (in the pdf format) directly from the business enhancement process to a shared documents folder

2.2.4 Resolution register

- a) Must allow for linkage to the item and meeting registers for reporting purposes
- b) Must allow for the tracking of the implementation of council resolutions allowing for the feedback on the following:
 - a. Due date
 - b. Progress status
 - c. Progress description
 - d. Completion date
- c) Must generate resolution implementation action plans for submission to Council
- d) Must allow for the saving and viewing of resolutions (in the pdf format) directly from the business enhancement process to a shared documents folder.

2.3 PROJECT / CONTRACT MANAGEMENT

A financial project / contract management business enhancement process is required that has been developed specifically for the unique financial project management requirements of local government. The business enhancement process must guide and direct the user through every process, starting with the creation of the project through all the expenditure up to the completion thereof.

The business enhancement process must automate and manage the full project management process and must integrate the different processes in project, contract and funding management as prescribed by legislation. In order to achieve this, the business enhancement process must, as a minimum, contain the following main components / registers:

- a) Project register
- b) Contracts register
- c) Funding register
- d) Capital projects transaction register
- e) Operating projects transaction register

2.3.1 General requirements of all main components / registers

- a) Access to components / registers must be controlled through user access levels with view, edit and authorization rights
- b) Must allow for the allocation of tasks to users based on user access levels and the tracking of the implementation thereof
- c) Must allow for the saving of scanned / generated documents (in the pdf format) directly from the business enhancement processes to a shared documents folder on the server
- d) Must allow for viewing of scanned documents (in the pdf format) from a shared documents folder on the server to the business enhancement processes
- e) Must allow for printing of all reports and export to Microsoft Word / Excel and pdf formats
- f) Reference numbers must be unique and auto generated per component / register per year by the business enhancement processes

2.3.2 Project register

- a) Must allow for the capturing and maintenance of the following data fields as a minimum:
 - a. Project no
 - b. Project description
 - c. Project type
 - d. Category
 - e. Location
 - f. Project start date
 - g. Estimated completion date
 - h. Actual completion date
 - i. Implementing agent
 - j. Department
 - k. Project budget
 - l. Project expenditure
 - m. Project balance
- b) Must allow for the saving and viewing of project plans (in the pdf format) directly from the business enhancement process to a shared documents folder

2.3.3 Contracts register

- a) Must allow for the capturing and maintenance of the following data fields as a minimum:
 - a. Contract number
 - b. Contract description
 - c. Project number
 - d. Appointed supplier
 - e. Guarantee amount
 - f. Guarantee date
 - g. Liability insurance amount
 - h. Site handover date
 - i. Estimated completion date
 - j. Actual completion date
 - k. Original approved contract value
 - l. Approved variations
 - m. Contingencies
 - n. Escalations
 - o. Exchange rate fluctuations
 - p. Expenditure to date
 - q. Balance remaining

- b) Must allow for linking to mSCOA accounts on the municipal financial system on the following accounts:
 - a. Project expense
 - b. Expenditure
 - c. Retention
 - d. Guarantee / surety

- c) Must allow for the saving and viewing of the following documents (in the pdf format) directly from the business enhancement process to a shared documents folder:
 - a. Procurement plan
 - b. Bid resolutions
 - c. Appointment letter
 - d. Bid contract
 - e. Construction guarantee
 - f. Professional indemnity insurance
 - g. Retention guarantee
 - h. Completion certificate
 - i. As built drawings
 - j. Asset register

2.3.4 Funding register

- a) Must allow for the capturing and maintenance of the following data fields as a minimum:
 - a. Funding number
 - b. Funding description
 - c. Project number
 - d. Funding source
 - e. Grant funded
 - f. Resolution number
 - g. Budget year
 - h. Budget
 - i. Expenditure to date
 - j. Balance remaining

- b) Must allow for linking to mSCOA accounts on the municipal financial system on the following accounts:
 - a. Funding / grant suspense
 - b. Conditions met / revenue

- c) Must allow for the saving and viewing of the following documents (in the pdf format) directly from the business enhancement process to a shared documents folder:
 - a. Approved funding plan

- b. Council resolution

2.3.5 Capital projects transaction register

- a) Certificate numbers must be based on the consulting engineering certificate numbers
- b) Must allow for the capturing and maintenance of the following data fields as a minimum:
 - a. Certificate number
 - b. Supplier
 - c. Funding source
 - d. Detail
 - e. Invoice number
 - f. Percentage completion
 - g. Total value certified
 - h. Discount
 - i. Amount paid to sub-contractor
 - j. Retention
 - k. Surety
 - l. Material on site
 - m. Penalties
 - n. VAT
 - o. Amount previously paid
 - p. Amount payable
 - q. Payment voucher
 - r. Contract progress
- c) Must allow for viewing on remaining contract value
- d) Must allow for viewing on remaining funding value
- e) Must allow for the saving and viewing of the following documents (in the pdf format) directly from the business enhancement process to a shared documents folder:
 - a. Consultants certificate
 - b. Payment voucher

2.3.6 Operating projects transaction register

- a) Certificate numbers must be based on the progress of claims
- b) Must allow for the capturing and maintenance of the following data fields as a minimum:
 - a. Certificate number
 - b. Supplier
 - c. Funding source
 - d. Detail
 - e. Invoice number
 - f. Percentage completion
 - g. Claim amount
 - h. VAT
 - i. Amount previously paid
 - j. Amount payable
 - k. Payment voucher
 - l. Contract progress
- c) Must allow for viewing on remaining contract value
- d) Must allow for viewing on remaining funding value
- e) Must allow for the saving and viewing of the following documents (in the pdf format) directly from the business enhancement process to a shared documents folder:
 - a. Contract claim certificate
 - b. Payment voucher

2.4 **UNAUTHORIZED IRREGULAR FRUITLESS AND WASTEFUL EXPENDITURE MANAGEMENT**

An unauthorised-, irregular- and fruitless and wasteful expenditure business enhancement process is required that has been developed specifically for the unique requirements of local government. The business enhancement process must guide and direct the user through every process, starting with the identification of the unauthorized or irregular or fruitless and wasteful expenditure following all steps as required in managing and reporting on the expenditure right through to the final write-off or recovery thereof.

The business enhancement process must allow for the assessment of unauthorised-, irregular- and fruitless and wasteful expenditure as well as comprehensive procurement analysis for investigation purposes. The business enhancement process must allow users to continue with the process of investigation for condonement, recovery and / or write-off of unauthorised-, irregular- and fruitless and wasteful expenditure.

The business enhancement process must employ a systematic investigative workflow which must assist the accounting officer in determining the actual losses made as a result of incurring unauthorised-, irregular- and fruitless and wasteful expenditure. The business enhancement process must assist management in the process to identify staff who have transgressed in terms of compliance of laws and regulations and the process to deal with the transgressions.

The business enhancement process must automate and manage the full unauthorized irregular fruitless and wasteful expenditure process and must integrate the different processes as prescribed by legislation. In order to achieve this, the business enhancement process must, as a minimum, contain the following main components / registers:

- a) Unauthorized expenditure register
- b) Irregular expenditure register
- c) Fruitless and wasteful expenditure register

2.4.1 **General requirements of all main components / registers**

- a) Access to components / registers must be controlled through user access levels with view, edit and authorization rights
- b) Must allow for the allocation of tasks to users based on user access levels and the tracking of the implementation thereof
- c) Must allow for the saving of scanned / generated documents (in the pdf format) directly from the business enhancement processes to a shared documents folder on the server
- d) Must allow for viewing of scanned documents (in the pdf format) from a shared documents folder on the server to the business enhancement processes
- e) Must allow for printing of all reports and export to Microsoft Word / Excel and pdf formats
- f) Reference numbers must be unique and auto generated per component / register per year by the business enhancement processes

2.4.2 **Unauthorized expenditure register**

- a) Must allow for the capturing of the existing unauthorized expenditure list
- b) Must allow for the capturing of the current year operating and capital budget versus actual expenditure
- c) Must allow for progress tracking with the following fields as a minimum:
 - a. Currently under investigation
 - b. Confirmed
 - c. Disciplinary process initiated against responsible person
 - d. Transferred to receivables for recovery
 - e. Paid in or in the process of paying in instalments
 - f. Awaiting approval
 - g. Approved
- d) Must allow for linking to main financial system
- e) Must allow for linking to Council resolution register
- f) Must allow for full audit trail with supporting documentation (POE) for audit purposes
- g) Must allow for the generation of the final unauthorized expenditure report

2.4.3 Irregular expenditure register

- a) Must allow for the capturing of the existing irregular expenditure list
- b) Must allow for the capturing of payment / expenditure detail history
- c) Must allow for capturing of bid / award detail history
- d) Must allow for the linking to payment / expenditure general ledger details on the main financial system
- e) Must allow for progress tracking with the following fields as a minimum:
 - a. Currently under investigation
 - b. Confirmed
 - c. Disciplinary process initiated against responsible person
 - d. Criminal charges laid with SAPS
 - e. Transferred to receivables for recovery
 - f. Paid in or in the process of paying in instalments
 - g. Written-off by accounting officer or accounting authority as irrecoverable
 - h. Must allow for linking to Council and Bid Committee resolution register
 - i. Must allow for full audit trail with supporting documentation (POE) for audit purposes
 - j. Must allow for the generation of the final irregular expenditure report

2.4.4 Fruitless and wasteful expenditure register

- a) Must allow for the capturing of the existing fruitless and wasteful expenditure list
- b) Must allow for the capturing of the fruitless and wasteful expenditure detail history
- c) Must allow for the linking to fruitless and wasteful expenditure general ledger details on the main financial system
- d) Must allow for progress tracking with the following fields as a minimum:
 - a. Currently under investigation
 - b. Confirmed
 - c. Disciplinary process initiated against responsible person
 - d. Criminal charges laid with SAPS
 - e. Transferred to receivables for recovery
 - f. Paid in or in the process of paying in instalments
 - g. Written-off by accounting officer or accounting authority as irrecoverable
- e) Must allow for linking to Council resolution register
- f) Must allow for full audit trail with supporting documentation (POE) for audit purposes
- g) Must allow for the generation of the final fruitless and wasteful expenditure report.

2.5 **AUDIT ACTION PLAN MANAGEMENT**

An audit action plan business enhancement process is required that has been developed specifically for the unique requirements of local government. The business enhancement process must guide and direct the user through every process, starting with the creation of each individual action plan through all the progress in addressing the audit finding up to the final completion thereof.

The business enhancement process must enhance accountability through the allocation of each detailed audit finding to responsible official/s in order to address the audit finding and to report progress thereof. Results from the audit action plan must be updated and uploaded for easy reference and review by the chief financial officer as well as the accounting officer.

The business enhancement process must contain status tracking reports to assist management to monitor the tracking of implementation and the business enhancement process must comply with the requirements of the Auditor General of South Africa.

The business enhancement process must automate and manage the full audit action plan process and must integrate the different processes as prescribed by legislation.

2.5.1 **General requirements**

- a) Access to components / registers must be controlled through user access levels with view, edit and authorization rights
- b) Must allow for the allocation of tasks to users based on user access levels and the tracking of the implementation thereof
- c) Must allow for the saving of scanned / generated documents (in the pdf format) directly from the business enhancement processes to a shared documents folder on the server
- d) Must allow for viewing of scanned documents (in the pdf format) from a shared documents folder on the server to the business enhancement processes
- e) Must allow for printing of all reports and export to Microsoft Word / Excel and pdf formats
- f) Reference numbers must be unique and auto generated per component / register per year by the business enhancement processes

2.5.2 **Audit action plan register**

- a) Must allow for capturing of audit exceptions from the audit exception report / audit management letter per year
- b) Must allow for the capturing and maintenance of all relevant audit action plan data fields as prescribed for control and reporting purposes
- c) Must allow for reporting on progress of addressing audit findings and allow for the capturing and maintenance of the following data fields as a minimum:
 - a. Proposed action to address audit finding
 - b. Planned due date
 - c. Progress percentage
 - d. Progress in addressing audit finding
 - e. Progress status
 - f. Actual date addressed
- d) Must allow for capturing of all request for information received from internal and external auditors per financial year and track whether the requests were completed and the timeframe the request was completed in.
- e) Must allow for capturing of all communication of findings from internal and external auditors per financial year and track whether the communication was responded to and the timeframe the communication was completed in.
- f) Must allow for linking of supporting documentation (POE) on progress on addressing audit findings
- g) Must allow for workflow allocation of tasks, tracking and implementation
- h) Must allow for the “push-button” generation of the audit action plan and review thereof for reporting and audit purposes

2.6 **PAYMENT VOUCHER MANAGEMENT**

A payment voucher management business enhancement process is required that has been developed specifically for the unique payment voucher processing and document retention requirements of local government. The business enhancement process must guide and direct the user through every process, starting with the creation of the payment voucher through all the different steps up to the final payment thereof.

The business enhancement process must automate and manage the full payment voucher management process and must integrate with the municipal financial system as prescribed by legislation. In order to achieve this, the business enhancement process must, as a minimum, contain the following main components:

- a) Payment voucher register
- b) Accounts payable processing
- c) EFT exports

2.6.1 **General requirements**

- a) Access to components / registers must be controlled through user access levels with view, edit and authorization rights
- b) Must allow for the allocation of tasks to users based on user access levels and the tracking of the implementation thereof
- c) Must allow for the saving of scanned / generated documents (in the pdf format) directly from the business enhancement processes to a shared documents folder on the server
- d) Must allow for viewing of scanned documents (in the pdf format) from a shared documents folder on the server to the business enhancement processes
- e) Must allow for printing of all reports and export to Microsoft Word / Excel and pdf formats
- f) Reference numbers must be unique and auto generated per component / register per year by the business enhancement processes

2.6.2 **Payment voucher register**

- a) Must allow for integration with the municipal accounting system in order to link Accounts Payable invoices to the payment voucher for payment
- b) Must allow for viewing of Accounts Payable Ledger information from the municipal accounting system
- c) Must allow for viewing of General Ledger posting information of the Accounts Payable invoices from the municipal accounting system
- d) Must allow for viewing of Trade Creditor registration details from the supplier database on the municipal accounting system
- e) Must allow for the generation of payment vouchers from the system that contains the following information as a minimum:
 - a. General details of payment (Voucher reference number, date, description, amount, etc.)
 - b. Supplier database details
 - c. Supplier banking details
 - d. Invoice/s paid details
 - e. General ledger posting details
- f) Must allow for all levels of approvals on the generated payment voucher
- g) Must allow for the saving and viewing of the payment voucher document (in the pdf format) directly from the business enhancement process to a shared documents folder
- h) Must allow for drawing of reports indicating whether scanned pdf document is linked to the financial system.
- i) Must allow for drawing of scanned pdf document from the document register linked to the financial system.
- j) Must allow export of selected payment vouchers from the system to a folder of the users' choice.

2.6.3 **Accounts payable processing**

- a) Must allow for integration with the Accounts Payable Ledger on the municipal accounting system in order to identify outstanding invoices and automatically generate payment vouchers

- b) Must provide for age analysis generated from the data on the Accounts Payable Ledger on the municipal accounting system in order to facilitate decision making on the payment of invoices
- c) Must guide the responsible user on the payment history of invoices and identify unpaid invoices in order to simplify the payment process

2.6.4 EFT exports

- a) Must automatically generate payment voucher export file in the format required by the municipal bankers
- b) Must have built-in checks and balance to prevent duplicate payments which includes linking to the municipal accounting system cashbook details to verify existence of payment vouchers and payment thereof
- c) Must allow for referencing of payment vouchers in the format of the municipal accounting system to facilitate cashbook capturing and bank reconciliations

2.7 JOURNAL REGISTER MANAGEMENT

A journal register management business enhancement process is required that has been developed specifically for the unique journal processing and document retention requirements of local government. The business enhancement process must guide and direct the user through every process, starting with the creation of the journal through all the different steps up to the final posting thereof to the general ledger.

The business enhancement process must automate and manage the full journal register management process and must integrate with the municipal financial system as prescribed by legislation. In order to achieve this, the business enhancement process must, as a minimum, contain the following main components:

- a) General ledger journals
- b) Accounts payable journals
- c) Accounts receivable journals

2.7.1 General requirements

- a) Access to components / registers must be controlled through user access levels with view, edit and authorization rights
- b) Must allow for the allocation of tasks to users based on user access levels and the tracking of the implementation thereof
- c) Must allow for the saving of scanned / generated documents (in the pdf format) directly from the business enhancement processes to a shared documents folder on the server
- d) Must allow for viewing of scanned documents (in the pdf format) from a shared documents folder on the server to the business enhancement processes
- e) Must allow for printing of all reports and export to Microsoft Word / Excel and pdf formats
- f) Reference numbers must be unique and auto generated per component / register per year by the business enhancement processes

2.7.2 General ledger journals

- a) Must allow for integration with the municipal accounting system in order to access general ledger account details for processing
- b) Must allow for integration with the General Ledger on the municipal accounting system in order to facilitate the processing of General Journals
- c) Must allow for viewing of General Ledger posting information from the municipal accounting system
- d) Must allow for the generation of General Journal vouchers from the system that contains the following information as a minimum:
 - a. General details of journal (Journal reference number, date, description, account details, amounts, etc.)
 - b. Original general ledger transaction details
 - c. General ledger posting details
- e) Must allow for all levels of approvals on the generated General Journal voucher
- f) Must allow for the saving and viewing of the General Journal voucher document (in the pdf format) directly from the business enhancement process to a shared documents folder

2.7.3 Accounts payable journals

- a) Must allow for integration with the municipal accounting system in order to access accounts payable account details for processing
- b) Must allow for integration with the Accounts Payable Ledger on the municipal accounting system in order to facilitate the processing of Accounts Payable Journals
- c) Must allow for viewing of Accounts Payable Ledger posting information from the municipal accounting system
- d) Must allow for the generation of Accounts Payable Journal vouchers from the system that contains the following information as a minimum:
 - a. General details of journal (Journal reference number, date, description, account details, amounts, etc.)

- b. Original Accounts Payable transaction details
- c. General ledger posting details
- e) Must allow for all levels of approvals on the generated Accounts Payable Journal voucher
- f) Must allow for the saving and viewing of the Accounts Payable Journal voucher document (in the pdf format) directly from the business enhancement process to a shared documents folder

2.7.4 Accounts receivable journals

- a) Must allow for integration with the municipal accounting system in order to access accounts receivable account details for processing
- b) Must allow for integration with the Accounts Receivable Ledger on the municipal accounting system in order to facilitate the processing of Accounts Receivable Journals
- c) Must allow for viewing of Accounts Receivable Ledger posting information from the municipal accounting system
- d) Must allow for the generation of Accounts Receivable Journal vouchers from the system that contains the following information as a minimum:
 - a. General details of journal (Journal reference number, date, description, account details, amounts, etc.)
 - b. Original Accounts Receivable transaction details
 - c. General ledger posting details
- e) Must allow for all levels of approvals on the generated Accounts Receivable Journal voucher
- f) Must allow for the saving and viewing of the Accounts Receivable Journal voucher document (in the pdf format) directly from the business enhancement process to a shared documents folder

2.8 INSURANCE REGISTER MANAGEMENT

An insurance register management business enhancement process is required that has been developed specifically for the unique insurance claims, processing and document retention requirements of local government. The business enhancement process must guide and direct the user through every process, starting with the creation of the insurance claim through all the different steps up to the final receipt of the insurance claim amount.

The business enhancement process must automate and manage the full insurance register management process and must integrate with the municipal financial system as prescribed by legislation. In order to achieve this, the business enhancement process must, as a minimum, contain the following main components:

- a) Insurance register
- b) Processing of insurance claims
- c) Insurance journals

2.8.1 General requirements

- a) Access to components / registers must be controlled through user access levels with view, edit and authorization rights
- b) Must allow for the allocation of tasks to users based on user access levels and the tracking of the implementation thereof
- c) Must allow for the saving of scanned / generated documents (in the pdf format) directly from the business enhancement processes to a shared documents folder on the server
- d) Must allow for viewing of scanned documents (in the pdf format) from a shared documents folder on the server to the business enhancement processes
- e) Must allow for printing of all reports and export to Microsoft Word / Excel and pdf formats
- f) Reference numbers must be unique and auto generated per component / register per year by the business enhancement processes

2.8.2 Insurance register

- a) Access to the register must be controlled through user access levels with view, edit and authorization rights
- b) Must allow for the allocation of tasks to users based on user access levels and the tracking of the implementation thereof
- c) Insurance claim numbers must be unique and automatically generated
- d) Must allow for the generation of the following reports:
 - a. Insurance claims report
 - b. Insurance claims list
- e) The insurance claims report generated must as a minimum contain the following information:
 - a. Processing details (user created, user authorized, dates and times)
 - b. Details of insurance claim
 - c. General ledger account processing and posting details
 - d. Approval of insurance claim section
- f) Must allow for the capturing and maintenance of the following data fields as a minimum:
 - a. Claim number
 - b. Claim date
 - c. Description of claim
 - d. Broker number
 - e. Reported to SAPS / Insurance (yes / no)
 - f. SAPS case number
 - g. Loss type
 - h. Responsible official
 - i. Loss amount
 - j. Settled (yes / no)
 - k. Settled amount
 - l. Claim excess amount
 - m. Details of claim
 - n. Reasons in case of rejection of claim by insurance
 - o. General ledger account processing and posting details
- g) Must allow for integration with the municipal accounting system in order to access general ledger account details for processing
- h) Must allow for the saving and viewing of the following documents (in the pdf format) directly from the business enhancement process to a shared documents folder:
 - a. Insurance claim form
- i) Must allow for printing of documents and export to Microsoft Excel and pdf formats

2.8.3 Processing of insurance claims

- a) Access to the register must be controlled through user access levels with view, edit and authorization rights
- b) Must allow for the allocation of tasks to users based on user access levels and the tracking of the implementation thereof
- c) Insurance processing reference numbers must be unique and automatically generated
- d) Must allow for the generation of the following reports:
 - a. Insurance processing list
- e) Must allow for the capturing and maintenance of the following data fields as a minimum:
 - a. Reference number
 - b. Date
 - c. Description
 - d. Processing type
 - e. Amount
- f) Must allow for the saving and viewing of the following documents (in the pdf format) directly from the business enhancement process to a shared documents folder:
 - a. Insurance claim form
 - b. Processing documentation
- g) Must allow for printing of documents and export to Microsoft Excel and pdf formats

2.8.4 Insurance journals export

- a) Access to the register must be controlled through user access levels with view, edit and authorization rights
- b) Must allow for the allocation of tasks to users based on user access levels and the tracking of the implementation thereof
- c) Must allow for the generation of the following reports:
 - a. Insurance claim journal export report
 - b. Journal export error report
- d) Must automatically generate journal export file in the format required by the municipal accounting system
- e) Must allow for the integration to the municipal accounting system in order to facilitate import of insurance claims journal
- f) Must allow for printing of documents and export to Microsoft Excel and pdf formats

2.9 GENERAL LEDGER MANAGEMENT

A general ledger management business enhancement process is required that has been developed specifically for the unique general ledger, mSCOA and document retention requirements of local government. The business enhancement process must link the general ledger detailed transactions from the municipal accounting system to the documents generated and by and linked to all other related business enhancement processes.

The business enhancement process must integrate with the municipal financial system as prescribed by legislation. In order to achieve this, the business enhancement process must, as a minimum, contain the following main components:

- a) Detailed trial balance
- b) Detailed general ledger transactions

2.9.1 General requirements

- a) Access to components / registers must be controlled through user access levels with view, edit and authorization rights
- b) Must allow for the allocation of tasks to users based on user access levels and the tracking of the implementation thereof
- c) Must allow for the saving of scanned / generated documents (in the pdf format) directly from the business enhancement processes to a shared documents folder on the server
- d) Must allow for viewing of scanned documents (in the pdf format) from a shared documents folder on the server to the business enhancement processes
- e) Must allow for printing of all reports and export to Microsoft Word / Excel and pdf formats
- f) Reference numbers must be unique and auto generated per component / register per year by the business enhancement processes

2.9.2 Detailed trial balance and general ledger transactions

- a) Must allow for integration with the municipal accounting system in order to access general ledger account details and general ledger detailed transactions
- b) Must allow for the presentation of the detailed trial balance and general ledger transactions from the municipal accounting system in any format as required by the Municipality and in order to facilitate the compilation of monthly management reports and annual financial statements
- c) Must allow for the linking of the detailed general ledger transactions to all relevant source documentation such as:
 - a. Contracts
 - b. Payment vouchers
 - c. Journals
 - d. Bid documents
 - e. Requisitions
 - f. Orders
 - g. Appointment letters
 - h. All other relevant documentation needed for financial management and auditing purposes
- d) Must simplify and support auditing processes such as Request for Information, Communication of Audit Findings, etc. by ensuring that all relevant documentation required for auditing purposes are available and linked to detailed general ledger transactions and can be generated from the business enhancement process through the “click of a button”

2.10 **FILE MANAGEMENT**

A file management business enhancement process is required that has been developed specifically for the unique file management and document retention requirements of local government.

There is no central file structure or the storing of working papers and other critical documents in the Municipality. All documents are kept individually by officials on various devices. The business enhancement process must combine all documents, working papers, letters, etc. for each Department on a central system with versioning, user rights and backup facilities.

2.10.1 **General requirements**

- a) Access to components / registers must be controlled through user access levels with view, edit and authorization rights
- b) Must allow for the allocation of tasks to users based on user access levels and the tracking of the implementation thereof
- c) Must allow for the saving of scanned / generated documents (in the pdf format) directly from the business enhancement processes to a shared documents folder on the server
- d) Must allow for viewing of scanned documents (in the pdf format) from a shared documents folder on the server to the business enhancement processes
- e) Must allow for printing of all reports and export to Microsoft Word / Excel and pdf formats
- f) Reference numbers must be unique and auto generated per component / register per year by the business enhancement processes

2.10.2 **File management**

- a) Must allow for allow for management of documents / files on the following levels:
 - a. Own files / user specific
 - b. Departmental (shared) files
 - c. All (shared) files
- b) Must allow for creation and saving of virtual folders / structure on the system
- c) Must allow for the creation of documents / files with the following basic fields:
 - a. Document name
 - b. Description
 - c. Folder name
 - d. Date created
 - e. Version
 - f. Date revised
 - g. Owner
 - h. Department
 - i. Permissions
 - j. Locked / reserved status
- d) Must allow for the reserving of documents / files for editing purposes
- e) Must allow for the importing of new and edited documents / files
- f) Must allow for the versioning / history details of documents / files
- g) Must allow for the storing and viewing of all file formats, such as:
 - a. Microsoft Word
 - b. Microsoft Excel
 - c. Picture files (gif, bmp, png, jpeg, etc.)
 - d. PDF
 - e. Etc.

2.11 SUPPLIER INVOICE REGISTRY MANAGEMENT

A supplier invoice registry management business enhancement process is required that has been developed specifically for the unique file management and document retention requirements of local government.

There is currently no proper management of the receipt and management of supplier invoices. This leads to a delay in the payment of supplier invoices and uncertainty regarding the completeness of the Trade creditor, Expenditure and Asset balances on the AFS.

A supplier invoice registry management solution is required that will ensure that all supplier invoices are appropriately captured and processed in terms of the MFMA.

2.11.1 General requirements

- a) Access to components / registers must be controlled through user access levels with view, edit and authorization rights
- b) Must allow for the allocation of tasks to users based on user access levels and the tracking of the implementation thereof
- c) Must allow for the saving of scanned / generated documents (in the pdf format) directly from the business enhancement processes to a shared documents folder on the server
- d) Must allow for viewing of scanned documents (in the pdf format) from a shared documents folder on the server to the business enhancement processes
- e) Must allow for printing of all reports and export to Microsoft Word / Excel and pdf formats
- f) Reference numbers must be unique and auto generated per component / register per year by the business enhancement processes

2.11.2 Supplier invoice registry

- a) Must allow for the centralized capturing of supplier invoices submitted to the Municipality on an electronic register from all sources such as:
 - a. E-mail
 - b. Hard copy via post
 - c. Hard copy via hand delivered
 - d. Fax
 - e. Etc.
- b) Must allow for the linking of captured supplier invoices to origin documents such as orders, contracts, etc.
- c) Must allow for the scanning of hard copy documents and linking to electronic register for registry, processing and audit purposes
- d) Must allow for the integration to the financial system for linking to supplier ledger and cashbook
- e) Must allow for the allocation of supplier invoices to responsible officials for processing and management purposes

2.12 MUNICIPAL INVOICE REGISTRY MANAGEMENT

A municipal invoice registry management business enhancement process is required that has been developed specifically for the unique file management and document retention requirements of local government.

There is currently no proper management or internal controls over sundry income sources not captured in detail through the municipal financial system. This leads to uncertainty regarding the completeness of the Debtors and Revenue on the AFS.

A municipal invoice registry management solution is required that will ensure that all sundry revenue invoices, related certificates and registers are appropriately captured and processed in terms of the MFMA.

2.12.1 General requirements

- a) Access to components / registers must be controlled through user access levels with view, edit and authorization rights
- b) Must allow for the allocation of tasks to users based on user access levels and the tracking of the implementation thereof
- c) Must allow for the saving of scanned / generated documents (in the pdf format) directly from the business enhancement processes to a shared documents folder on the server
- d) Must allow for viewing of scanned documents (in the pdf format) from a shared documents folder on the server to the business enhancement processes
- e) Must allow for printing of all reports and export to Microsoft Word / Excel and pdf formats
- f) Reference numbers must be unique and auto generated per component / register per year by the business enhancement processes

2.12.2 Municipal invoice registry

- a) Must allow for the generation and issuing of sundry income certificates and control thereof on an electronic register
- b) Must allow for the centralized capturing of sundry municipal invoices on an electronic register from all sundry revenue sources
- c) Must allow for the linking of captured municipal certificates and invoices to origin documents
- d) Must allow for the scanning of hard copy documents and linking to electronic register for registry, processing and audit purposes
- e) Must allow for the integration to the financial system for linking to debtors ledger and cashbook for reconciliation and audit purposes
- f) Must allow for the allocation of certificates and municipal invoices to responsible officials for processing and management purposes

2.13 MUNICIPAL HEALTH AND ENVIRONMENTAL SERVICES STANDARD OPERATING PROCEDURES

A Municipal Health and Environmental Services Standard Operating Procedures business enhancement process is required that has been developed specifically for the unique requirements of local government.

The process of managing health applications, inspections and issuing of certificates by the Municipal Health and Environmental Services is a manual system and very difficult and time consuming to manage. The manual system is not linked / integrated to the financial system with the result that reconciliation of revenue resulting from the service is virtually impossible.

A Municipal Health and Environmental Services Standard Operating Procedures solution is required that will ensure that health applications, inspections and issuing of certificates are appropriately captured, processed and reconciled to revenue in terms of the MFMA.

2.13.1 General requirements

- a) Access to components / registers must be controlled through user access levels with view, edit and authorization rights
- b) Must allow for the allocation of tasks to users based on user access levels and the tracking of the implementation thereof
- c) Must allow for the saving of scanned / generated documents (in the pdf format) directly from the business enhancement processes to a shared documents folder on the server.
- d) Must allow for viewing of scanned documents (in the pdf format) from a shared documents folder on the server to the business enhancement processes
- e) Must allow for printing of all reports and export to Microsoft Word / Excel and pdf formats.
- f) Reference numbers must be unique and auto generated per component / register per year by the business enhancement processes

2.13.2 Municipal Health Services Functions

The following Municipal Health Services Functions are to be covered:

- a) Food premises inspections;
- b) Accommodation premises inspections;
- c) Water sampling;
- d) Food sampling;
- e) Waste management;
- f) Communicable diseases;
- g) Vector control;
- h) Environmental pollution control;
- i) Disposal of the dead; and
- j) Chemical safety.

2.13.3 Municipal Health Services Solution Functionality

The Municipal Health Services Solution to be able to handle the following functionality:

- a) Manages the process of generating and controlling Health Services Certificates issued to food trading premises;
- b) Manages the resulting revenue and debtors created from the process;
- c) Links to the Sage Evolution accounting system for control and reconciliation purposes;
- d) Handling of the issuing of all Health Certificates and not only for those that are charged (such as funeral undertakers, police stations, ritual slaughter and initiation schools);
- e) Automation of application forms on the system;
- f) An additional application to be written and loaded on the Health Inspector's laptops to assist with Inspection Checklists and automated linking back to main solution;
- g) Generation of inspection reports in cases where Certificates cannot be issued due to non-compliance;
- h) Automated reminding system on when Health Certificates are about to expire;
- i) Capturing of EHS plans and monitoring functionality and linking back to the Director's Performance Management Plan;
- j) Scheduling of routine inspections from weekly, monthly and annual plans;
- k) Management of EHS complaints;
- l) Management of SOP for all EHS functions;
- m) All reports, application forms, certificates, etc. need to be standardized on the system;
- n) The system needs to generate invoices and receipts;
- o) Detailed reporting to indicate inspections performed per function, premises and client;

2.14 MONTHLY MAINTENANCE AND SUPPORT SERVICES FOR BUSINESS ENHANCEMENT PROCESSES

Monthly maintenance and support services are required for the business enhancement processes, which must be rendered for the duration of the contract of thirty six (36) months.

The monthly maintenance fee must include for a basic thirty two (32) hours on-site support (if required). The maintenance fee must cover all aspects of the maintenance of the business enhancement processes and changes to the system as required from time to time.

2.15 IT REQUIREMENTS

2.15.1 Hardware

- a) The software solution must be able to connect to wired and wireless network environments as set forth by Microsoft current working environment model
- b) The software solution must be able to run on the following minimum specification workstation
 - a. CPU – Dual Core 2.4GHz
 - b. RAM – 4GB
 - c. Monitor Resolution – 1920x1080

2.15.2 Software

2.15.3

- a) The software solution must be able to connect to no earlier version than Windows Server 2019
- b) The proposed software must be able to seamlessly connect to no earlier version than Microsoft SQL Server 2016
- c) The proposed software must include its own internal authentication to ensure security redundancy

2.15.4 Management

- a) The software system must impose internal authentication and validation; and
- b) The proposed system has to be able to be remotely managed if necessary.

2.16 RESOURCE ALLOCATIONS (OPTIONAL)

The Municipality requires that the following optional resource allocations be provided. The Municipality reserves the right to add or remove from the resource allocations as offered.

2.16.1 Resources

The Municipality requires that resources be placed at the Municipality to assist with the operations of the business enhancement processes for the duration of the project.

2.17 ADDITIONAL SERVICES (RATES ONLY)**2.17.1 Additional business enhancement process requirements**

The Municipality may require from time-to-time that additional business enhancement processes be developed and implemented by the service provider to enhance specific municipal business processes to enable improved service delivery.

These services will be agreed upon per business process enhancement and charged on a rates only basis.

2.17.2 Additional service requirements

The Municipality may require from time-to-time that additional professional services be rendered to the Municipality to enhance specific municipal business processes to enable improved service delivery.

These services will be agreed upon per professional service required and charged on a rates only basis.

3. SPECIAL DISQUALIFICATION CRITERIA

The following will be special disqualification criteria:

- Non submission of the following will disqualify the bidder:
 - Minimum of two (2) similar projects successfully undertaken by the company in a municipal environment, supported by a reference letter on the letter head of the municipality signed by the Accounting Officer or Senior Manager. The reference letter should contain details (telephone and email address) of the contact person.

4. PRICING SCHEDULE

The Municipality requires that the pricing be submitted in terms of the below format for the purchase of the various business enhancement processes and the related monthly maintenance and support services.

4.1 FIXED PURCHASE OF BUSINESS ENHANCEMENT PROCESSES PRICING SECTION

Item no	Quantity	Description of goods / services required	Unit price (VAT Excl.) R	Bid price (Quantity x Unit price)(VAT Excl.) R
A1		SUPPLY CHAIN MANAGEMENT		
A1.1		Software		
A1.2		Annual License		
A1.2a		Year 1		
A1.2b		Year 2		
A1.2c		Year 3		
A1.3		Implementation		
A1.4		System setups		
A1.5		Data transfer and update		
A1.6		Training		
A1.7		Hand holding processing		
		Sub Total for A1		
A2		COUNCIL COMMITTEE MANAGEMENT		
A2.1		Software		
A2.2		Annual License		
A2.2a		Year 1		
A2.2b		Year 2		
A2.2c		Year 3		
A2.3		Implementation		
A2.4		System setups		
A2.5		Data transfer and update		
A2.6		Training		
A2.7		Hand holding processing		
		Sub Total for A2		
A3		PROJECT / CONTRACT MANAGEMENT		
A3.1		Software		

Item no	Quantity	Description of goods / services required	Unit price (VAT Excl.) R	Bid price (Quantity x Unit price)(VAT Excl.) R
A3.2		Annual License		
A3.2a		Year 1		
A3.2b		Year 2		
A3.2c		Year 3		
A3.3		Implementation		
A3.4		System setups		
A3.5		Data transfer and update		
A3.6		Training		
A3.7		Hand holding processing		
		Sub Total for A3		
A4		UNAUTHORIZED IRREGULAR FRUITLESS AND WASTEFUL EXPENDITURE MANAGEMENT		
A4.1		Software		
A4.2		Annual License		
A4.2a		Year 1		
A4.2b		Year 2		
A4.2c		Year 3		
A4.3		Implementation		
A4.4		System setups		
A4.5		Data transfer and update		
A4.6		Training		
A4.7		Hand holding processing		
		Sub Total for A4		
A5		AUDIT ACTION PLAN MANAGEMENT		
A5.1		Software		
A5.2		Annual License		
A5.2a		Year 1		
A5.2b		Year 2		
A5.2c		Year 3		
A5.3		Implementation		

Item no	Quantity	Description of goods / services required	Unit price (VAT Excl.) R	Bid price (Quantity x Unit price)(VAT Excl.) R
A5.4		System setups		
A5.5		Data transfer and update		
A5.6		Training		
A5.7		Hand holding processing		
		Sub Total for A5		
A6		PAYMENT VOUCHER MANAGEMENT		
A6.1		Software		
A6.2		Annual License		
A6.2a		Year 1		
A6.2b		Year 2		
A6.2c		Year 3		
A6.3		Implementation		
A6.4		System setups		
A6.5		Data transfer and update		
A6.6		Training		
A6.7		Hand holding processing		
		Sub Total for A6		
A7		JOURNAL REGISTER MANAGEMENT		
A7.1		Software		
A7.2		Annual License		
A7.2a		Year 1		
A7.2b		Year 2		
A7.2c		Year 3		
A7.3		Implementation		
A7.4		System setups		
A7.5		Data transfer and update		
A7.6		Training		
A7.7		Hand holding processing		
		Sub Total for A7		
A8		INSURANCE REGISTER MANAGEMENT		

Item no	Quantity	Description of goods / services required	Unit price (VAT Excl.) R	Bid price (Quantity x Unit price)(VAT Excl.) R
A8.1		Software		
A8.2		Annual License		
A8.2a		Year 1		
A8.2b		Year 2		
A8.2c		Year 3		
A8.3		Implementation		
A8.4		System setups		
A8.5		Data transfer and update		
A8.6		Training		
A8.7		Hand holding processing		
		Sub Total for A8		
A9		GENERAL LEDGER MANAGEMENT		
A9.1		Software		
A9.2		Annual License		
A9.2a		Year 1		
A9.2b		Year 2		
A9.2c		Year 3		
A9.3		Implementation		
A9.4		System setups		
A9.5		Data transfer and update		
A9.6		Training		
A9.7		Hand holding processing		
		Sub Total for A9		
A10		FILE MANAGEMENT		
A10.1		Software		
A10.2		Annual License		
A10.2a		Year 1		
A10.2b		Year 2		
A10.2c		Year 3		
A10.3		Implementation		

Item no	Quantity	Description of goods / services required	Unit price (VAT Excl.) R	Bid price (Quantity x Unit price)(VAT Excl.) R
A10.4		System setups		
A10.5		Data transfer and update		
A10.6		Training		
A10.7		Hand holding processing		
		Sub Total for A10		
A11		SUPPLIER INVOICE REGISTRY MANAGEMENT		
A11.1		Software		
A11.2		Annual License		
A11.2a		Year 1		
A11.2b		Year 2		
A11.2c		Year 3		
A11.3		Implementation		
A11.4		System setups		
A11.5		Data transfer and update		
A11.6		Training		
A11.7		Hand holding processing		
		Sub Total for A11		
A12		MUNICIPAL INVOICE REGISTRY MANAGEMENT		
A12.1		Software		
A12.2		Annual License		
A12.2a		Year 1		
A12.2b		Year 2		
A12.2c		Year 3		
A12.3		Implementation		
A12.4		System setups		
A12.5		Data transfer and update		
A12.6		Training		
A12.7		Hand holding processing		
		Sub Total for A12		

Item no	Quantity	Description of goods / services required	Unit price (VAT Excl.) R	Bid price (Quantity x Unit price)(VAT Excl.) R
A13		MUNICIPAL HEALTH AND ENVIRONMENTAL SERVICES STANDARD OPERATING PROCEDURES		
A13.1		Software		
A13.2		Annual License		
A13.2a		Year 1		
A13.2b		Year 2		
A13.2c		Year 3		
A13.3		Implementation		
A13.4		System setups		
A13.5		Data transfer and update		
A13.6		Training		
A13.7		Hand holding processing		
		Sub Total for A13		
A14		MONTHLY MAINTENANCE AND SUPPORT SERVICES FOR BUSINESS ENHANCEMENT PROCESSES		
A14.1		Year 1		
A14.2		Year 2		
A14.3		Year 3		
		SUB TOTAL FOR A14		
A15		TOTAL BID PRICE (A1 + A2 + A3 + A4 + A5 + A6 + A7 + A8 + A9 + A10 + A11 + A12 + A13 + A14) (Excluding VAT)		
A16		VAT (@ 15%)		
A17		TOTAL BID PRICE (A15 + A16) (Including VAT)		

3.2 RATES ONLY PRICING

Item no	Description of goods / services required	Rate per hour (VAT Excl.) R
B1	ADDITIONAL SERVICES	
B1.2	Additional business enhancement process requirements for enhancement of specific municipal business processes	
B1.2.1	Year 1 – Rate Per Hour	R
B1.2.2	Year 2 – Rate Per Hour	R
B1.2.3	Year 3 – Rate Per Hour	R
B1.2	Additional professional services to enhance specific municipal business services	
B1.2.1	Year 1 – Rate Per Hour	R
B1.2.2	Year 2 – Rate Per Hour	R
B1.2.3	Year 3 – Rate Per Hour	R

5. Traveling and Rates disbursements

Travel claims will be in accordance with the Department of transports rates and accommodation will be limited to the cost containment regulation to the maximum of a three star Bed and Breakfast.

6. FUNCTIONALITY CRITERIA

This bid will be evaluated on functionality in terms of the Municipality’s Supply Chain Management Policy. The evaluation criteria for measuring functionality is objective. The minimum qualifying score for functionality in terms of this bid is 75 points. A bid that fails to obtain the minimum qualifying score for functionality will be regarded as non-responsive. All bids that obtain the minimum qualifying score for functionality shall be evaluated further in terms of price and the preference point system. The evaluation criteria for measuring functionality and the points for each criteria and each sub-criterion are listed below:

No		Functionality criteria	Sub score weight	Main score weight	Reference
01		<p>Approach paper which responds to the proposed scope of work and outlines proposed approach/methodology and work plan complete with time frame</p> <p>Technical approach Clear understanding of proposed scope of work and outlines proposed approach: Bidder must demonstrate experience in the municipal environment on specifically internal controls, applicable legislation, compliance and document management. Combined years of senior municipal experience (municipal management level and above, municipal internal and external audit and senior municipal consulting) of individuals available for this contract: (Bidders must attach a company profile, CVs and reference letters as proof of experience)</p>		20.00	
	01.01	5 years and above and less than 10 years	5.00		
	01.02	10 years and above and less than 15 years	10.00		
	01.03	15 and above years	20.00		

No	Functionality criteria	Sub score weight	Main score weight	Reference
02	<p>Approach paper which responds to the proposed scope of work and outlines proposed approach/methodology and work plan complete with time frame</p> <p>Work plan Detailed Project Implementation Plan: Bidders are requested to provide a detailed analysis of the business enhancement processes solution as evidence of their capabilities to provide the required services. A detailed description of how the bidder proposes to manage the project for the successful implementation of the project, various stages and milestones clearly indicated. Document process used by bidder to implement the business enhancement processes solution inclusive of (cumulative scoring):</p>		30.00	
	02.01 Understanding of the business enhancement process solution	5.00		
	02.02 Response to municipal needs, methodology and approach with focus on the following: - Implementation phase - Data transfer and update phase - Training phase - Handholding phase	15.00		
	02.03 Clear timelines in relation to when project activities /phases and milestones will be initiated and completed	10.00		
03	<p>Professional Service Provider’s experience with respect to specific aspects of the proposal/comparable projects</p> <p>Skills transfer and handholding Explain how this will be done and measured in order to ensure that municipal officials will be able to perform all the works contained in the scope of work after the conclusion of the contract. The skills transfer and handholding plan should include (cumulative scoring):</p>		30.00	
	03.01 Details on an analysis that will be performed to assess the skills gap of officials within the municipality	5.00		
	03.02 Details on process used to for on handholding (on the job training)	10.00		
	03.03 Details on how a formal assessment will be performed which verifies that indeed the skills have been transferred	15.00		

No	Functionality criteria	Sub score weight	Main score weight	Reference
04	<p>Professional Service Provider’s experience with respect to specific aspects of the project/comparable projects</p> <p>Previous projects of a similar nature Bidders must produce appointment letters from Municipal clients on projects of a similar nature:</p>		20.00	
	04.01	2 appointment letters (Not older than 5 years)	5.00	
	04.02	3 Appointment letters (Not older than 5 years)	10.00	
	04.03	4 and above appointment letters (Not older than 5 years)	20.00	
TOTAL SCORE			100.00	

7. COMPULSORY BRIEFING SESSION

NONE

8. TYPE OF AGREEMENT REQUIRED

A service Level Agreement in the form of a contract document shall be signed.

9. SCORING FORMULA

Bids will be evaluated on 80/20 Preferential Procurement Points System.

- 80 points for price
- 20 points for Specific Goals (illustrated in the table below).

No	Specific Goals	Procurement Transactions Preference Points allocated out of 20
1.	<i>Enterprises owned by black people. (must be included as a specific goal)</i>	<p>10 points</p> <ul style="list-style-type: none"> • B-BBEE status level 1 = 10 points. • B-BBEE status level 2 = 05 points. <p><i>B-BBEE status level 3, 4, 5, 6, 7, 8, non-compliant contributor = 0 points</i></p>
2.	<ul style="list-style-type: none"> • District Municipality • North West Province <p>for work to be done or services to be</p>	<p>Maximum 4 points</p> <ul style="list-style-type: none"> • District Municipality = 04 points • North West Province = 02 points • Outside the Northwest Province = 0 Points

No	Specific Goals	Procurement Transactions Preference Points allocated out of 20
	<p><i>rendered in that area</i></p> <p><i>Tender (RFP) will specify which of the above will apply.</i></p>	
3.	<p><i>The following specific goals will be utilised:</i></p> <ul style="list-style-type: none"> • <i>Enterprises owned 100% by women.</i> • <i>Enterprises owned 100% by people with disability.</i> • <i>Enterprises owned 100% by youth.</i> 	<p>Maximum 6 points</p> <p><i>2 Points per specific goal</i></p>

10. VALIDITY PERIOD

The Validity period for the tender after closure will be 120 days.

PRICING SCHEDULE

Description of Goods / services required	Bid Price in RSA Currency (all applicable taxes included**)
APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND INSTALL DOCUMENT MANAGEMENT SYSTEM FOR PERIOD OF 3 YEARS (36 MONTHS) RE ADVERT	
Delivery / travel and subsistence costs	
Other (State nature:)	
Nett price (Excluding VAT)	
VAT	
Total bid price (Including VAT) (Carry forward to front cover of this bid document)	

Required by:

At:

Does offer comply with the specifications?

*YES / NO
* Delete if not applicable

If not to specification, indicate deviation(s):

.....

Period required for delivery: *Delivery: Firm/not firm
* Delete if not applicable

Delivery basis:

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

9. PREVIOUS WORK EXPERIENCE OF A SIMILAR NATURE

List main work experience of a **similar nature to this bid** successfully executed and completed (or on-going) in the last five (5) years:

No	Institution / client / employer	Project description	Date started	Date completed (indicate projected completion if on-going)	Project value in Rand	Name and contact details of contact person / reference at institution
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Representatives of the DR RUTH S MOMPATI DISTRICT MUNICIPALITY are hereby authorized to contact the above contact persons / references of the various institutions to verify the correctness of the information as supplied.

..... Signature	..... Date
..... Position	..... Name of Bidder

10. DECLARATION OF INTEREST (MBD 4)

1. **No bid will be accepted from persons in the service of the state*.**
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:
 - 3.1 Full Name:
 - 3.2 Identity Number:
 - 3.3 Company Registration Number:
 - 3.4 Tax Reference Number:
 - 3.5 VAT Registration Number:
 - 3.6 Are you presently in the service of the state *YES / NO
* Delete if not applicable
 - 3.6.1 If so, furnish particulars.

 - 3.7 Have you been in the service of the state for the past twelve months *YES / NO
* Delete if not applicable
 - 3.7.1 If so, furnish particulars.

 - 3.8 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
* Delete if not applicable
 - 3.8.1 If so, furnish particulars.

 - 3.9 Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid *YES / NO
* Delete if not applicable
 - 3.9.1 If so, furnish particulars

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

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

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

* Delete if not applicable

3.10.1 If so, furnish particulars.

.....
.....

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

* Delete if not applicable

3.11.1 If so, 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

11. DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) (MBD 5)

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

- 1. Are you by law required to prepare annual financial statements for auditing? *YES / NO
* Delete if not applicable

- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.
.....
.....

- 2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? *YES / NO
* Delete if not applicable

- 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months 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
* Delete if not applicable

- 3.1.1 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
* Delete if not applicable

- 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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1) AND PREFERENTIAL PROCUREMENT POLICY OF COUNCIL: EITHER 80/20 or 90/10 PREFERENCE POINT SYSTEM

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, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND PREFERENTIAL PROCUREMENT POLICY OF COUNCIL.

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); or
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 Either the 80/20 or 90/10 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 (B-BBEE status level contribution).

1.4 To be completed by the municipality:

The maximum points for the tender with a Rand value to R 199 999.99 are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20 (B-BBEE status level 1 = 10 B-BBEE status level 2 = 05 points. B-BBEE status level 3, 4, 5, 6, 7, 8, non-compliant contributor = 0 points District Municipality = 10 points North West Province = 05 points Outside the Northwest Province = 0 Points)
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

The maximum points for the tender with value of R 200 000.00 to R 50 000 000.00 are allocated as follows

	POINTS
PRICE	80
<p>SPECIFIC GOALS</p> <p>Choose any one (1), two (2), three (3) or four (4) of the following specific goals (may):</p> <p>Enterprises owned 100% by women. Enterprises owned 100% by people with disability. Enterprises owned 100% by military veterans Enterprises owned 100% by youth.</p>	<p>20 (B-BBEE status level 1 = 10 B-BBEE status level 2 = 05 points. B-BBEE status level 3, 4, 5, 6, 7, 8, non-compliant contributor = 0 points</p> <p>District Municipality = 04 points North West Province = 02 points Outside the Northwest Province = 0 Points)</p> <p>Maximum 6</p> <p>Points for each specific goal to be determined by the BSC</p> <p>Total points should not exceed 6 points</p>
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

The maximum points for the tender with value greater than R 50 000 000.00 are allocated as follows

	POINTS
PRICE	90
SPECIFIC GOALS	<p>5 points</p> <p>B-BBEE status level 1 = 5 points. B-BBEE status level 2 = 02 points. B-BBEE status level = 0 points 3, 4, 5, 6, 7, 8, non-compliant contributor</p> <p>3 points</p> <p>District Municipality = 02 points North West Province = 01 point</p> <p>Points for each specific goal to be determined by the BSC</p> <p>Total points should not exceed 2 points</p>
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

- 1.1 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.

7

B-BBEE

Failure on the part of a tenderer to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS), or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

LOCALITY

Failure on the part of tenderer to submit the following:

- where the tenderer is the owner of the property / business:
 - municipal account registered in the name of the tenderer not older than 3 months;
- where the tenderer is not the owner of the property / business:
 - a valid lease agreement; or
 - affidavit from the property owner that the address used to claim points in the MBD 6.1 is being rented out to the tenderer at no cost not older than 3 months.
- where the tenderer submitted incorrect or outdated information (account, lease agreement or affidavit) or none of the above, it will be interpreted to mean that preference points for Locality are not claimed.

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

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“tender”** means a written offer in the form determined by a municipality in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (e) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (f) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (g) **“tender for income-generating contracts”** means a written offer in the form determined by a municipality 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 municipality and a third party that produces revenue for the municipality, 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
- (h) **“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

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{\min} = Price of lowest acceptable tender

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

4.1 POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

5. POINTS AWARDED FOR SPECIFIC GOALS

5.1 B-BBEE

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	5	2
3	0	0
4	0	0
5	0	0
6	0	0
7	0	0
8	0	0
Non-compliant contributor	0	0

5.2 In cases where municipality intend to use the Preferential Procurement policy of Council section 8.7, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an municipality 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 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 municipality must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system

12. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

1. This serves as a declaration in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
2. The bid of any bidder may be rejected if that bidder or any of its directors have:
 - a. abused the municipality'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. wilfully 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).
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
3.1	<p>Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?</p> <p>(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).</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.1.1	If so, furnish particulars:		
3.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.2.1	If so, furnish particulars:		
3.3	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.3.1	If so, furnish particulars:		
3.4	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.4.1	If so, furnish particulars:		
3.5	<p>Was any contract between the bidder and the municipality or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.5.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TO BE 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

13. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

- 1 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).^{*} Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 2 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.
- 3 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.
- 4 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

^{*} 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 BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

RDM2023-004A1 : LEASE OF 35TMULTIFUNCTIONAL NETWORK PRINTERS AND SUPPLY, INSTALLATION OF AUTOMATED VOIP TELEPHONE MANAGEMENT SYSTEM FOR PERIOD OF THREE (3) YEARS

in response to the invitation for the bid made by:

DR RUTH S MOMPATI DISTRICT MUNICIPALITY

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 consortium* 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.
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

* 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.

**14. Annexure A: Government Procurement: General Conditions of Contract
(July 2010)**

**THE NATIONAL TREASURY
Republic of South Africa**

**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**
July 2010

TABLE OF CLAUSES

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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 anything of value to influence the action of a public official in the procurement process or in contract execution.

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

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially 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 goods 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 goods 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 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means in breach of contract.

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

1.28 "Written" or "in writing" means hand-written 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 (excluding professional services related to the building and construction industry), 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 goods, services or works.

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information inspection

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

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

7. Performance security

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

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

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

- (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.

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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

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

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

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 22 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

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.

12. Transportation

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

13. Incidental Services

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

- (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, 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.

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 and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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

16. Payment

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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 judgement 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 supplier as having no objection and proceed with the restriction.

23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser 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. Antidumping 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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 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 for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful 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.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in

his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

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

32. Taxes and duties

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

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

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

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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

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

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

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