RAND WEST CITY
LOCAL MUNICIPALITY

RAND WEST CITY LOCAL MUNICIPALITY

TENDER DOCUMENT

RWCLM-8/002/2026-2027

Appointment of a service provider for procurement of a Cloud-Based, Performance Management System for a period of 36 months

Name of Tenderer _____

Address _____

_____

Tel. Number _____

Cell number _____

Fax number _____

E-mail _____

Total Bid Price (36 months) _____

Tender box is situated at corner Second and Fedler Street, Randfontein, Stores Department.

Special conditions of contract and required documentation

1. **The following administrative documents must be submitted with the tender document and failure to submit either may lead to your submission being declared non-responsive:**
    - Valid Quotation for at least ninety (90) days from the closing date and must be inclusive of VAT if the bidder is a VAT vendor.
    - A tax pin compliance certificate
    - CSD registration summary report.
    - Original BBBEE certificate, certified copy or a EME or QSE verified affidavit in the case of EMEs and QSEs. Failure to submit either will lead in the bidder scoring no points for BBBE or Specific Goals. Must be a consolidated certificate for Joint Ventures.
    - To claim 20 points of specific goals:
        - bidders must demonstrate to have at least 51% black ownership and at least 51% female ownership either on the BBB-EE certificate, Sworn Affidavit-BBB-EE qualifying Small Enterprise-General, or CSD Registration Summary Report.
    - Copies of Company Registration and certified ID copies of company managing directors.
    - Completed MBD FORMS.
    - A current municipal account statement reflecting the bidder is not in arrears for more than 3 months, or a valid lease agreement signed by both parties the lessee and lessor or SAPS affidavit stating that the bidder not obliged to pay municipal rates. Should a company have more than one director, all directors are required to submit their municipal accounts or lease agreements.
    - The Rand West City Local Municipality has approved the authorisation of a 2% Corporate Social Responsibility (CSR) Levy inclusive of vat, to be deducted from all successful service providers that are doing business with RWCLM. The Rand West City Local Municipality Corporate Social Responsibility will cover initiatives such as
        1. Education
        2. Socio-economic development
        3. Sport, Arts, Culture and Recreation
        4. Differently abled persons, previously disadvantaged grouping and marginalised communities amongst others
        5. Other Corporate Social Responsibility Initiatives

NB: No bids will be considered from persons in the service of the state.

2. **BIDDERS SHOULD ALSO TAKE NOTE OF THE FOLLOWING BID CONDITIONS:**
    - The Rand West City Local Municipality Supply Chain Management Policy will apply.
    - The Rand West City Local Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the bid in whole or in part.
    - Bids, which are late, incomplete, unsigned, faxed or sent electronically, will not be accepted.
    - The latest General Conditions of Contract and any Special Conditions of Contract will apply.
    - Where applicable the bid will be evaluated on local production content the minimum threshold as stipulated by the DTI in each designated sector will apply.
    - For all procurement that exceed 10 million, (all application taxes included) bidders must submit the audited annual financial statements for the past three years.
    - The municipality reserve the right for appoint more than one service provider.
    - CIDB Grading: NOT APPLICABLE

COMPULSORY BRIEFING SESSION: N/A

Acknowledgement

_____ _____

Signature

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF MUNICIPALITY/ MUNICIPAL ENTITY*)					
BID NUMBER:	Bid No: RWCLM-8/002/2026-2027	CLOSING DATE:	17 December 2026	CLOSING TIME:	11H:00
DESCRIPTION	**Appointment of a service provider for procurement of a Cloud-Based, Performance Management System for a period of 36 months**				
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
CORNER SECOND AND FEDLER STREET
RANDFONTEIN, 1760
STORES DEPARTMENT
OPPSITE ELEGANT GARAGE

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:		
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐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	Chief Operations Officer	CONTACT PERSON	M Manyisa
CONTACT PERSON	Ms Keletsamile Mongale	TELEPHONE NUMBER	010 496 7126
TELEPHONE NUMBER	010 496 5578	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	Mosimanegape.manyisa@randwestcity.gov.za
E-MAIL ADDRESS	Keletsamile.mongale@Randwestcity.gov.za		

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2022 AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3.	**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO
	IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

1. Background and Context

The Municipality of Rand West City is committed to fostering a high-performance, accountable, and results-driven organisational culture in line with the objectives of the Local Government: Municipal Systems Act (Act 32 of 2000), the Municipal Performance Regulations for Municipal Managers and Managers Directly Accountable to Municipal Managers (2006), Municipal staff regulation and the National Development Plan (NDP) 2030.

In pursuit of these mandates, the Municipality currently operates a legacy Performance Management System ("the owned Existing System") which has been in use for ten (10) years. While the Existing System has served the institution, it no longer meets the Municipality's evolving operational, technological, and governance requirements and the requirements of the Municipal Staff Regulation (MSR). The system suffers from limitations, including:

- Outdate on-premises architecture that constrains scalability and remote access;
- Limited integration capability with current enterprise systems (e.g., HR, Finance, ERP);
- Insufficient reporting and analytics functionality;
- Inadequate security controls relative to current cybersecurity standards;
- High total cost of ownership due to ageing infrastructure and maintenance overhead;
- Inability to support modern workflows such as real-time performance tracking, digital approvals, and mobile access.
- MSR non-compliant templates for levels below Senior Managers

The appointed service provider shall deliver and maintain a fully functional, cloud-native, integrated Performance Management and Organisational Development System, including hosting, support, maintenance, enhancements, and the successful migration of all historical data, ensuring no loss of institutional knowledge or performance records.

2. Objectives of the Terms of Reference

The primary objectives of this ToR are to:

1. Define the scope of work and deliverables for the procurement of a cloud-based Performance Management System;
2. Establish clear requirements for the migration of all data from the Existing System to the New System, with guaranteed data integrity;
3. Set out the Municipality's non-negotiable position on data sovereignty that all data generated, stored, or processed by the Solution remains the exclusive property of the Municipality;

4. Specify security, cybersecurity, privacy, and compliance requirements that the Solution must satisfy;
5. Provide a basis upon which prospective service providers may submit compliant and competitive proposals.
6. Incorporate Individual Performance Management System which shall;
    a. Align individual performance objectives with organizational strategic priorities
    b. Promote a culture of high performance and accountability
    c. Support employee development through indemnification of training and development needs.
    d. Provide a fair and transparent basis for performance evaluation
    e. Inform decisions relating to succession planning, talent management, career development and reward and recognition
    f. Improve organizational effectiveness and service delivery outcomes.

3. OBJECTIVES OF THE e-PMS

3.1 ePMS SCOPE OF WORK SPECIFICATIONS

The e-PMS have achieve the following objectives:

- Enable digital, end-to-end management of the Municipality's Integrated Development Plan (IDP), Service Delivery and Budget Implementation Plan (SDBIP) and Directorate Operational Plans through a single integrated planning, reporting and M&E platform.
- Provide a real-time, evidence-linked performance reporting environment for the Municipal Manager, Senior Management, Council and oversight committees, improving on the current system's reporting capability and reducing reliance on offline or manual processes.
- Enable structured monitoring and evaluation of organisational performance against planned targets at municipal, directorate and departmental levels on a monthly, quarterly and annual basis.
- Support the full performance management cycle for individual employees in line with the Municipal Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Managers, including performance contracting, reviews, scoring and consequence management.
- Integrate enterprise risk management processes into the performance management cycle, enabling risk identification, assessment, treatment and monitoring to be linked directly to performance objectives.
- Provide a compliance monitoring and obligation management tool that enables the Municipality to track, assess and report on legislative and policy obligations in real time.
- Improve the Municipality's audit readiness by generating verifiable, evidence-bound performance reports that comply with the requirements of the Auditor-General and the Municipal Planning and Performance Management Regulations.

4. Scope of Work

4.1 Core System Functionality

The appointed service provider shall supply, configure, implement, support, maintain, hosting and integrated ePMS platform comprising organisational and individual performance, Risk and Compliance

Management which operates with a unified data environment, common workflow engine and shared reporting and dashboard capability for a period of 36 months. The delivery of modules as separate or disconnected systems will not be considered

IMPLEMENTATION OF AN INTEGRATED ePMS PLATFORM

Strategic IDP, SDBIP and Operational Planning Integration

- The system must enable the online configuration and capture of performance objectives for a 5-year Integrated Development Plans (IDPs), Service Delivery Budget Implementation Plans (SDBIPs), and standalone operational plans with advanced filters.
- The system must enable seamless cascading of plans across Top Layer SDBIPs, Departmental SDBIPs, and Sectional SDBIPs, ensuring alignment with municipal goals and national priorities.

The Solution shall, at a minimum, deliver the following functional capabilities:

- Institutional Performance Management Integrated Development Plan (IDP) alignment, Service Delivery & Budget Implementation Plan (SDBIP) tracking, and Key Performance Indicator (KPI) management;
- Individual and Teams Performance Management
    - Performance planning (Performance Agreements (PAs)
    - Performance monitoring and coaching (Coaching plan)
    - Training and development needs analysis (Personal Development Plan)
    - Review and Evaluation
        - 1st and 3rd Quarter reviews
        - Mid-year reviews and Annual Assessments
    - 360-degree assessments
    - PMDS Rating Calculator (Five-point rating scale) in line with the Municipal Staff Regulations
    - Performance Scoring and Moderation
        - Self-scoring and scoring by the Supervisor
        - Departmental Moderation Performance Scoring
        - Council Moderation Performance Scoring
    - Supervisor and individual employee Training on the system
    - Reward and Recognition

- Organisational Scorecards Balanced Scorecard methodology support at all organisational levels;
- Workflow & Approvals Digital review, moderation, and approval workflows with audit trails;
- Dashboards & Reporting Real-time executive dashboards, automated regulatory reports, and customizable analytics;
- Notifications & Alerts Automated deadline reminders, escalations, and status notifications;
- APIs Certified integration with HR Performance bonuses;
- Mobile Accessibility — Responsive web and native mobile application support (iOS and Android).

4.2 Individual and Teams Performance Agreements

- Performance planning (Performance Agreements (PAs).
- Performance monitoring and coaching (Coaching plan).

- Training and development needs analysis (Personal Development Plan).
- Review and Evaluation
  - 1st and 3rd Quarter reviews
  - Mid-year reviews and Annual Assessments
- 360-degree assessments.
- PMDS Rating calculator (Five-point rating scale) in line with the Municipal staff regulations.
- Performance Scoring and Moderation
  - Self-scoring and scoring by the Supervisor
  - Departmental Moderation Performance Scoring
  - Council Moderation Performance Scoring
- Supervisor and individual employee Training on the system.
- Reward and Recognition.

4.3 Enhanced Progress Reporting and Monitoring

- The automated system must have Real-time dashboards with advanced filtering and colour code scoring for Standalone Progress Reports to provide actionable insights into performance metrics.
- Integration of an early warning system for incomplete tasks, including reminders for overdue actions and validation of operational plan progress.
- Functionality for monthly quarterly, mid-term and annual reporting.
- Functionality for reporting reasons for variance and corrective measures
- Functionality for mangers, performance practitioners and internal audit reviews and commenting.
- Capability for uploading of electronic support documentation (Portfolio of Evidence - POE).
- Allow for extraction of reports in various formats (e.g. word or excel)
- Include options for internal audit validation and streamlined workflows to ensure compliance with legislative frameworks.
- Incorporate Individual Performance Management system which shall:
  - Align individual performance objectives with organizational strategic priorities.
  - Promote a culture of high performance and accountability
  - Support employee development through identification of training and development needs
  - Provide a fair and transparent basis for performance evaluation
  - Inform decisions relating to succession planning, talent management, career development and reward and recognition
  - Improve organizational effectiveness and service delivery outcomes.
- Functionality for online capture of Individual Performance Evaluations (self-assessment) with option for Manager review and comments with options of approval or rejection.
- Mid-term and annual evaluation processes integrated with performance management workflows.
- Generate detailed evaluation reports with options for internal audit teams to verify targets using Target Achieved or Target Not Achieved outcomes.
- Provide separate evaluation processes for individual and institutional performance metrics.
- Provide capability for uploading electronic supporting documentation.

4.4. Risk and Compliance Management requirements

- The system must support integrated Risk and Compliance Management across strategic, departmental and operational levels in alignment with municipal governance and legislative requirements.
- The system must provide functionality for the capture, management and monitoring of risks, compliance obligations, controls, treatment plans, corrective actions and compliance assessments within integrated risk and compliance registers.
- The system must support configurable risk scoring methodologies, risk heat maps, compliance calendars, automated reminders, escalations and workflow-driven approvals.
- The system must enable linkage between risks, compliance obligations, organisational KPIs, projects, audit findings and corrective actions to support integrated governance and oversight.
- The system must provide evidence-based risk and compliance management, including electronic supporting documentation, audit trails and workflow history.
- The system must provide integrated dashboards, exception reporting, governance reports and role-based access for Executive Management, Risk Management, Compliance, Internal Audit and oversight structures.

4.5 Future Optimization and Scalability

- The system must provide for capability to link and integrate other Performance Related solutions, e.g., Project Management, Communication and Service Level Charter management.
- Ensure the system supports scalability for future integration with emerging technologies like artificial intelligence (AI) and predictive analytics to enhance decision-making.

5. Deliverables

The successful bidder must deliver the following as minimum project deliverables:

- The service provider must provide the Integrated ePMS Platform including risk and compliance modules for a period of 36 months
- The service provider must conduct a system configuration workshop with the Municipality's project team prior to the start of the System Implementation
- The service provider must ensure that all historical performance data specified by the Municipality is migrated into the ePMS prior to go-live Configuration and Set up of system
- Provide Consulting Support with embedding of performance management solution, risk and compliance
- Service providers must deliver tailored training programs for municipal practitioners, system custodians and end users.
- The service provider must provide helpdesk support via telephone and email during normal business hours (Monday to Friday, 07:00–17:00), with a guaranteed response time of not more than four (4) business hours for critical issues and eight (8) business hours for non-critical issues.

5.1 Legacy System Data Migration

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CRITICAL REQUIREMENT — DATA MIGRATION

The Municipality operates an existing Performance Management System. The successful service provider is mandated to migrate ALL historical data from the Existing System to the New System. This is a non-negotiable deliverable and a condition of contract award.

The migration scope shall include, but is not limited to:

- All historical performance records, scores, and ratings (minimum [X] years of data);
- All employee performance agreements and assessment documents;
- All KPI frameworks, targets, weightings, and measurement criteria;
- All SDBIP IDP-linked performance data;
- All user accounts, roles, and access permission configurations;
- All attachments, evidence documents, and supporting files linked to performance records;
- All audit logs and system-generated records as required by law.

5.2. Data Integrity Requirements

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IMPERATIVE — DATA INTEGRITY

Data integrity during and after migration is an absolute imperative. The Municipality will not accept any solution or migration approach that results in data loss, corruption, truncation, misrepresentation, or unauthorised alteration of any historical record.

The service provider shall:

- Conduct a comprehensive data audit and profiling exercise of the Existing System prior to migration commencement;
- Develop and submit a detailed Data Migration Plan for Municipal approval at least [30] days before migration begins;
- Implement a data validation and reconciliation framework to verify completeness, accuracy, and consistency of all migrated data;
- Provide pre-migration and post-migration data reconciliation reports, signed off by both the service provider and the Municipality's designated Data Steward;
- Ensure that all migrated records retain their original metadata, timestamps, authorship, and version history;
- Perform migration in a staging environment first, with full User Acceptance Testing (UAT) before production migration;

- Maintain the Existing System in a read-only state for a minimum parallel-run period of [90] calendar days post go-live, to allow verification and fallback if required;
- Provide a signed Data Integrity Certificate upon successful completion of migration, attesting that all data has been migrated completely and accurately.

Failure to achieve data integrity shall constitute a material breach of contract and the Municipality reserves the right to withhold payment and/or terminate the contract accordingly.

6. Data Sovereignty and Municipal Ownership

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NON-NEGOTIABLE — FULL MUNICIPAL DATA SOVEREIGNTY

All data created, processed, stored, or transmitted through the Solution — including all historical data migrated from the Existing System — is and shall remain the sole and exclusive property of the Municipality. This principle is absolute, irrevocable, and not subject to negotiation.

6.1 Ownership of Data

The service provider expressly acknowledges and agrees that:

- The Municipality holds full, exclusive, and perpetual ownership of all data within the Solution at all times;
- The service provider acquires no ownership rights, title, or interest in any Municipal data whatsoever;
- Municipal data may not be used, shared, licensed, sold, aggregated, anonymised for commercial purposes, or disclosed to any third party without the prior written consent of the Municipal Manager or designated authority;
- This ownership is not contingent on payment, contract status, or any other condition, data belongs to the Municipality from the moment of creation.

6.2 Ownership of the Solution

With respect to the Solution itself, the following shall apply:

- All system configurations, customisations, templates, workflows, reports, and integrations developed specifically for the Municipality shall vest in the Municipality upon payment therefore;
- The Municipality shall, at minimum, be granted a perpetual, irrevocable, royalty-free license to use the Solution and all associated documentation, regardless of the contractual relationship with the vendor;
- Where the Solution is built on proprietary technology, source code escrow arrangements must be offered, providing the Municipality access to source code in the event of vendor insolvency, material breach, or cessation of business;

- The Municipality shall not be locked into any single vendor to the extent that loss of vendor renders the Municipality unable to access, export, or operate with its own data.

6.3 Data Residency and Localisation

- All Municipal data shall be stored on servers physically located within the Republic of South Africa, in compliance with the Protection of Personal Information Act (POPIA) and applicable data localisation requirements;
- The service provider should disclose the physical location and jurisdiction of all data centres and backup facilities used;
- No Municipal data shall be routed, stored, processed, or replicated in a foreign jurisdiction without express written authorisation from the Municipality and compliance with applicable legal frameworks;
- The service provider shall provide written confirmation of data residency compliance, supported by third-party attestation or certification where required.

6.4 Data Portability and Exit Rights

- At contract conclusion, expiry, termination, or upon demand by the Municipality, the service provider shall provide a complete export of all Municipal data in open, non-proprietary, machine-readable format (e.g., CSV, JSON, XML) within [30] calendar days;
- The service provider should provide reasonable technical assistance to facilitate migration to a successor system;
- No ransom, exit fee, or data-release charge may be levied by the service provider as a condition of returning Municipal data;
- Following confirmed receipt of the data export by the Municipality, the service provider shall irreversibly delete all copies of Municipal data from its systems and provide written certification thereof.

7. Security and Cybersecurity Requirements

Security is a primary design and delivery requirement, not an afterthought. The Municipality operates in an environment where data breaches, ransomware, and cyber intrusions represent serious institutional risks. The Solution must demonstrate world-class cybersecurity posture.

7.1 Mandatory Security Standards and Certifications

All bidders must submit a comprehensive proposal demonstrating their compliance with recognised information security standards and best practices applicable to the services being procured by the Rand West City Local Municipality. The Municipality reserves the right to verify all submitted certifications and

supporting documentation and may disqualify any bidder who fails to demonstrate adequate security compliance.

Standard / Framework	Requirement Level	Required proof to attached
ISO/IEC 27001 — Information Security Management	Mandatory	Current Certificate Required
ISO/IEC 27017 — Cloud Security Controls	Mandatory	Current Certificate
ISO/IEC 27018 — Protection of PII in Cloud	Mandatory	Current Certificate
SOC 2 Type II Report (Security, Availability, Confidentiality)	Mandatory	Current Audit Report
POPIA Compliance (South Africa)	Mandatory	Compliance Declaration + Evidence
OWASP Top 10 Mitigation	Mandatory	Penetration Test Report

7.2 Identity and Access Management (IAM)

- Multi-Factor Authentication (MFA) shall be enforced for all user accounts without exception;
- Role-Based Access Control (RBAC) with principle of least privilege shall govern all system access;
- Integration with the Municipality's Active Directory / LDAP and Single Sign-On (SSO) provider (SAML 2.0 or OpenID Connect) is required;
- Privileged Access Management (PAM) controls shall govern administrator and service account access;
- All user sessions shall enforce automatic timeout after [15] minutes of inactivity;
- Concurrent session controls and geographic access restrictions shall be configurable by the Municipality.

7.3 Data Encryption

- All data shall be encrypted at rest using AES-256 or equivalent;
- All data in transit shall be encrypted using TLS 1.3 (minimum TLS 1.2) with HSTS enforced;
- Encryption keys shall be managed in a dedicated Key Management System (KMS);
- The Municipality shall have the option to hold its own encryption keys (Bring Your Own Key — BYOK);
- Database-level encryption and field-level encryption for sensitive personal information is required.

7 .4 Network and Infrastructure Security

- Web Application Firewall (WAF) protection shall always be active;
- DDoS mitigation controls shall be implemented at the infrastructure layer;
- Network segmentation shall isolate the Municipal environment from other tenants (no shared tenancy without explicit written approval);
- Intrusion Detection and Prevention Systems (IDS/IPS) shall be deployed and actively monitored;
- All infrastructure components shall be patched and updated within [30] days of critical vulnerability disclosure.

7.5 Vulnerability Management and Penetration Testing

- The service provider should conduct independent third-party penetration testing at least annually and provide reports to the Municipality;
- Critical and high-severity vulnerabilities shall be remediated within [7] and [30] calendar days respectively;
- The Municipality reserves the right to commission its own independent security assessments of the Solution at any time, at the service provider's reasonable cooperation;
- Automated vulnerability scanning shall be integrated into the development pipeline (DevSecOps model);
- A published vulnerability disclosure policy and responsible disclosure programme shall be maintained.

7.6 Security Monitoring and Incident Response

- Security Information and Event Management (SIEM) integration or capability shall be provided;
- All security events, access logs, and audit trails shall be retained for a minimum of [3] years;
- The service provider shall notify the Municipality of any confirmed or suspected security incident affecting Municipal data within [4] hours of discovery;
- A documented Incident Response Plan (IRP) shall be provided and rehearsed (tabletop exercise) at least once per contract year;
- In the event of a personal information breach, the service provider shall assist the Municipality in meeting its notification obligations under POPIA (72-hour regulatory notification requirement).

7.7 Cloud Security Architecture

- The solution shall be hosted on a reputable, enterprise-grade cloud platform (e.g., AWS, Microsoft Azure, Google Cloud) with a Tier 3 or Tier 4 certified data centre;
- A shared responsibility matrix clearly delineating security obligations between the Municipality and the service provider shall be provided;
- Zero-trust network architecture principles shall be applied;
- Container and microservices security hardening shall be implemented where applicable;

- Cloud Security Posture Management (CSPM) tooling shall be used to continuously monitor configuration compliance.

8. Legislative and Regulatory Compliance

The Solution and the service provider must comply with all applicable South African legislation and regulations, including but not limited to:

Legislation / Regulation	Key Relevance
Protection of Personal Information Act (POPIA), Act 4 of 2013	Data privacy, processing conditions, breach notification
Municipal Finance Management Act (MFMA), Act 56 of 2003	SCM compliance, financial governance, accountability
Local Government: Municipal Systems Act, Act 32 of 2000	Performance management mandate and framework
Municipal Performance Regulations (2006)	Performance appraisal requirements for Section 57 managers
Electronic Communications and Transactions Act (ECTA), Act 25 of 2002	Electronic records, digital signatures, data storage
Cybercrimes Act, Act 19 of 2020	Cybercrime reporting obligations, infrastructure security
National Archives and Records Service Act, Act 43 of 1996	Records retention, public records management
Labour Relations Act (LRA), Act 66 of 1995	Employee data handling, performance dispute records

TECHNICAL EVALUATION CRITERIA

POINTS	POINTS	COMMENTS
Track Record	**35 Points**	
Attach proof of certified appointment letters with corresponding reference letters (stamped by the client & clearly stating both Organisational & Individual Performance Management as part of the Scope of work done. 5 Letters = 35 Points 3-4 Letters = 20 Points 1-2 Letters = 15 Points		
Software	**15 Points**	
Clients Microsoft Windows 11 Comply = = 5 Points		
Services Microsoft Windows 2025 Comply = = 5 Points		
Ingrate/Interface with Munsoft Comply = = 5 Points		
Hardware	**20 Points**	
Local on a Virtual/Machine (Microsoft Hyper) Comply = = 10 Points		
Cloud on a synchronized Wed based Cloud System Comply = = 10 Points		
Use ability	**30 Points**	
Quality Comparative Report Comply = = 10 Points		
Enables SMART indicators Comply = = 10 Points		
Use alert (Email, SMS) for management and escalation Comply = = 10 Points		
Total Points	**100 Points**	

Bidders must score a minimum Threshold of 80 points

Qualifying Bidders will be required to do System demonstration.

Signed by

DATE: ____/____/_____

.....

DECLARATION BY BIDDER: ACCEPTANCE OF 2% CORPORATE SOCIAL INVESTMENT (CSI) DEDUCTION

Tender Number:

_____

Tender Description:

_____

I/We the undersigned being duly authorized to act on behalf of the bidder named below, hereby acknowledge and declare that:

- The Municipality has established a Corporate Social Investment (CSI) programme intended to support community development initiatives within the municipal area.
- In the event that our bid is successful and a contract is awarded to us, we irrevocably agree and consent to a deduction of two percent (2%) from the value of each invoice submitted for payment under the contract
- We further acknowledge that the deduction shall be reflected on payment documentation and that the Municipality shall be entitled to effect such deduction without the need for further consent from us.
- We confirm that the cost implications of the 2% CSI deduction have been taken into account in our tendered rates and prices.
- This declaration forms part of our tender submission and upon award shall be incorporated into the contractual agreements between the Municipality and successful bidder.

BIDDERS DETAILS

Registered name of bidder _____

Registration Number_____

Name of authorised signatory_____

Capacity_____

Signature_____

Date_____

Company stamp (if applicable)

PRICING SCHEDULE – FIRM PRICES (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.....

Closing Time .... Closing Date .....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)

- Required by: .....
- At: .....
  .....
- Brand and Model .....
- Country of Origin
  .....
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
  *Delivery: Firm/Not firm
- 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.

*Delete if not applicable

MBD 4

DECLARATION OF INTEREST

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

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

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

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder[2]):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. .....

.....

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

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? ..... **YES / NO**

3.10.1 If yes, furnish particulars.

.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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?

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years. ***YES / NO**

.....

.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards 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.

.....

.....

.....

.....

* Delete if not applicable

***YES / NO**

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?

3.1 If yes, furnish particulars

.....

.....

***YES / NO**

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? ***YES / NO**

4.1 If yes, furnish particulars

.....

.....

CERTIFICATION

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

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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

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

---

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 80/20 preference point system.

b) The applicable preference point system for this tender is the 90/10 preference point system.

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

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

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
At least 51% black ownership	5	10		
At least 51% Women ownership	5	10		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

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

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

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

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

4.3.1	If so, furnish particulars:

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

a. take all reasonable steps to prevent such abuse;

b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

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

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

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:_____that:

(Name of Bidder)

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

    (a) has been requested to submit a bid in response to this bid invitation;
    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    (a) prices;
    (b) geographical area where product or service will be rendered (market allocation)
    (c) methods, factors or formulas used to calculate prices;
    (d) the intention or decision to submit or not to submit, a bid;
    (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
    (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

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

Js9141w 4

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

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

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

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

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

14. Spare parts

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

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

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

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

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

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