

PHOKWANE LOCAL MUNICIPALITY



TENDER NO: PLM/TEPMS/1904 - 2026

DESCRIPTION: PROVISION OF AN ELECTRONIC WEB-BASED PERFORMANCE MANAGEMENT SYSTEM AND RELATED CONSULTING ACTIVITIES FOR A PERIOD 36 MONTHS.

Closing Date: 12 JUNE 2026 AT 12:00pm

Company	
Contact Person	
Telephone Number	
E-mail	
Tender amount (VAT inclusive)	
Delivery Date	

PLM: Provision of an electronic web-based performance management system and related consulting activities for a period of 36 months.

PHOKWANE LOCAL MUNICIPALITY



BID NOTICE AND INVITATION TO TENDER

Tender Number: PLM/TEPMS/1904 - 2026

**PROVISION OF AN ELECTRONIC WEB-BASED PERFORMANCE MANAGEMENT SYSTEM AND
RELATED CONSULTING ACTIVITIES FOR A PERIOD 36 MONTHS.**

DESCRIPTION	BRIEFING SESSION	EVALUATION CRITERIA	PROFESSIONAL BODY ACCREDITATION/ AFFILIATION/ REGISTRATION	PRICE OF DOCUMENT	TECHNICAL ENQUIRIES	CLOSING DATE
Provision of an electronic web-based performance management system and related consulting activities for a period of 36 months	No Briefing Session	80/20 80 – Price 20 - Specific goal Compliance and functionality Criteria inside tender document	N/A	R0.00	Ms T. Pule pule@phokwane.gov.za	12 th of June 2026

Phokwane Local Municipality invites bids from suitably qualified and experienced service providers for the above-mentioned tender.

Phokwane Local Municipality Supply Chain Policy and Preferential Procurement policy 2022 will apply, and bids will be evaluated in terms of the 80/20 points system as set out in the PPPFA. A maximum of 20 points (80/20 preference points system) will be allocated for specific goals. These goals are: Contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability, 50% of the 20 points will be allocated to promote this goal. The other 50% of the 20 points will be allocated to promote the goal of Local labour and/ or promotion of enterprises located in the municipal area.

The Municipality shall adjudicate and award tenders in accordance with the Preferential Procurement Policy Framework Act 5 of 2000 as amended. Tenders will remain valid for 90 (ninety) days.

Bid Documents will be downloadable for free from the 13th of May 2026 from the E-Tender portal at <https://www.etenders.gov.za/> or municipal website www.phokwane.gov.za. The bid document will not be printed or acquired from the SCM office.

Duly completed tender documents sealed in an envelope marked with the **Bid Name, Bid Number and Bid Description** are to be deposited into the tender box located on the ground floor at Phokwane Local Municipality, 24 Hertzog Street, Hartswater, 8570, by no later than 12h00 pm on the 12th of June 2026. Enquiries on technicalities may be directed to Ms T. Pule (053) 474 9700 and for supply chain matters to Mrs M Viljoen at tel. (053) 474 9700 during office hours.

Please note that faxed, e-mailed or late submission will not be accepted.

PLM: Provision of an electronic web-based performance management system and related consulting activities for a period of 36 months.

Phokwane Local Municipality does not bind itself to accept the lowest or any tender, or to furnish any reason for the acceptance or rejection of a tender. The municipality reserves the right to appoint or not to appoint to lowest bidder in an event the bidder is below the market related rates.

This tender is drawn up in line with the Municipality's Supply Chain Management Policy.

Mr. Z Nikani
Municipal Manager

PLM: Provision of an electronic web-based performance management system and related consulting activities for a period of 36 months.

RETURNABLE DOCUMENTS CHECKLIST

The table below lists all documents required with this bid. Bidders are advised to tick each row and verify submission before depositing the bid.

Only the documents in SECTION A are treated as grounds for immediate disqualification (non-responsive bids) in terms of the Municipal Finance Management Act, No. 56 of 2003 (MFMA), the Municipal Supply Chain Management Regulations (GN 868 of 2005), Phokwane Local Municipality's SCM Policy, and National Treasury prescripts.

Documents in SECTION B are required to score functionality and/or claim preference points. A bidder who fails to submit a B-BBEE certificate will NOT be disqualified but will receive zero (0) preference points for that specific goal. Documents in SECTION C may be requested/verified after closing and before award in line with MFMA SCM Regulation 21(c) and National Treasury Circular MFMA No. 104.

No.	Required Document / Requirement	Status	Tick (X)
SECTION A: MANDATORY (Non-submission will result in disqualification)			
1	Signed and completed Form of Offer and Acceptance	MANDATORY	
2	Completed and signed Pricing Schedule — all pricing fields completed in non-erasable black ink	MANDATORY	
3	Completed and signed MBD 1 — Invitation to Bid	MANDATORY	
4	Completed and signed MBD 4 — Declaration of Interest	MANDATORY	
5	Completed and signed MBD 6.1 — Preference Point Claim Form (PPR 2022)	MANDATORY	
6	Completed and signed MBD 8 — Declaration of Bidder's Past SCM Practices	MANDATORY	
7	Completed and signed MBD 9 — Certificate of Independent Bid Determination	MANDATORY	
8	Completed Schedule 1A — Authority of Signatory (company resolution / power of attorney for JV / sole-proprietor certificate)	MANDATORY	
9	Completed Schedule 1B — Compulsory Enterprise Questionnaire	MANDATORY	
10	Proof of active registration on the National Treasury Central Supplier Database (CSD Report) showing MAAA number (NT Instruction 4A of 2016/17)	MANDATORY	
11	Valid SARS Tax Compliance Status (TCS) PIN — will be verified electronically by the Municipality on the SARS eFiling system	MANDATORY	
12	Municipal Rates & Taxes account (company and directors) not older than 3 months, or signed lease stating rates are included, or tribal-authority letter if rural — must not be in arrears for more than 3 months at award stage	MANDATORY	
13	Every page of the bid document initialed by the authorized signatory	MANDATORY	
14	In the case of a Consortium / Joint Venture: signed and dated JV Agreement specifying profit, liability and workshare	MANDATORY (if applicable)	
SECTION B: EVALUATION DOCUMENTS (Required for scoring of functionality and/or preference points)			
13	Proof of registration of the firm and/or the professional lead / review personnel with a professional body recognised by SAQA under the NQF Act, 2008 and/or by SARS as a Recognised Controlling Body in terms of section 240A of the Tax Administration Act, 2011. (If Applicable)	FOR FUNCTIONALITY (If Applicable)	

PLM: Provision of an electronic web-based performance management system and related consulting activities for a period of 36 months.

No.	Required Document / Requirement	Status	Tick (X)
14	Curriculum Vitae of each team member to be seconded, clearly indicating qualifications, and EPMS experience (specifically at local-government level)	FOR FUNCTIONALITY	
15	Reference / appointment / confirmation letters from previous municipal clients (on letterhead, with contactable references and financial years covered) — per team member and for the firm	FOR FUNCTIONALITY	
16	Detailed Project Implementation Plan	FOR FUNCTIONALITY	
17	Proposed Skills-Transfer Plan (formal and on-the-job)	FOR FUNCTIONALITY	
18	B-BBEE Status Level Verification Certificate or sworn affidavit (only for preference-point claim — non-submission does NOT disqualify; zero preference points will be awarded)	FOR PREFERENCE POINTS ONLY	
SECTION C: PRE-AWARD / VERIFICATION (These may be verified by the Municipality after closing — non-submission does not automatically disqualify, but failure to produce before award will disqualify)			
19	Certified copies of Identity Documents of all directors / members / partners (certification not older than 3 months)	VERIFIED AT AWARD	
20	CIPC Company / Close Corporation registration documents	VERIFIED AT AWARD	
21	Valid Letter of Good Standing from the Compensation Fund (COIDA)	VERIFIED AT AWARD	
22	Banking details confirmation (bank-stamped letter or cancelled cheque)	VERIFIED AT AWARD	

DECLARATION BY BIDDER

I, the undersigned, confirm that I have read and understood the requirements of this tender and have attached all the documents as ticked above.

Signature: _____ Date: _____

Name (print): _____ Capacity: _____

PLM: Provision of an electronic web-based performance management system and related consulting activities for a period of 36 months.

Table of Contents

RETURNABLE DOCUMENTS CHECKLIST	4
BID SPECIFICATIONS	Error! Bookmark not defined.
SCOPE OF WORK	Error! Bookmark not defined.
EVALUATION CRITERIA	Error! Bookmark not defined.
PRICING SCHEDULE	Error! Bookmark not defined.
FORM OF OFFER AND ACCEPTANCE	28
MBD 1 – INVITATION TO BID	31
MBD 2 — TAX COMPLIANCE STATUS	34
MBD 4 – DECLARATION OF INTEREST	35
MBD 6.1 – PREFERENCE POINT CLAIM (PPR 2022)	38
MBD 8 - DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	43
MBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION	45
SCHEDULE 1A — AUTHORITY OF SIGNATORY	48
SCHEDULE 1B — COMPULSORY ENTERPRISE QUESTIONNAIRE	51
SCHEDULE 1C — CONSULTANT'S PRACTICE DECLARATION	53
GENERAL CONDITIONS OF CONTRACT	55
SPECIAL CONDITIONS OF CONTRACT (SCC)	62

PLM: Provision of an electronic web-based performance management system and related consulting activities for a period of 36 months.

Tender No: PLM/TEPMS/1904 - 2026

Description: PROVISION OF AN ELECTRONIC WEB-BASED PERFORMANCE MANAGEMENT SYSTEM AND RELATED CONSULTING ACTIVITIES FOR A PERIOD OF 36 MONTHS.

Scope of work

1. Scope

This Bid is for Provision of an electronic web-based performance management system and related consulting activities for a period 36 months.

We hereby request the service providers to quote for the above-mentioned tender through a competitive bidding process.

1. INTRODUCTION AND BACKGROUND

Phokwane Municipality hereby invites formal tenders from suitable service providers for the establishment of an electronic web-based performance management and - development system and software application processes for a period of 36 months.

2. CURRENT STATE

The municipality does not have a service provider and/or electronic performance management system in place.

3. SCOPE OF WORK

To establish an effective and efficient performance management and development system and software application within Phokwane Municipality in terms of organisational and individual performance requirements. The service provider must adhere to the following:

- 3.1) Conduct a comprehensive assessment of the status quo of the municipality against the provisions as stipulated in the relevant Chapters of the Local Government: Municipal Staff Regulations (GN 890) and Guidelines (GN 891) and analyse and address gaps in terms of processes, procedures, strategies and policies, of Phokwane Municipality in accordance with the relevant Chapters of the Local Government: Municipal Staff Regulations (GN 890) and Guidelines (GN 891) in addition, provide, implement and roll-out a performance management and development system and software application in terms of the below minimum regulatory requirements, but not limited to:
 - a) Performance Management Statutory Requirements;
 - b) Organisational Performance Management;

PLM: Provision of an electronic web-based performance management system and related consulting activities for a period of 36 months.

- c) Individual Performance Management;
 - d) Performance Moderation;
 - e) Reporting;
 - f) Portfolio of Evidence;
 - g) Security/Archiving/User Management; and
 - h) other Support Functions and Services.
- 3.2) Service providers must familiarize themselves with all the Chapters of the Local Government: Municipal Staff Regulations (GN 890) and Guidelines (GN 891) in order to ensure the interlinkage and interdependence between the different Chapters and the implementation timelines as per Circular 12 of 2022 of the Department Cooperative Governance (COGTA).
- 3.3) The performance management and-development system and software application must comply with the Local Government: Municipal Staff Regulations (GN 890) and Guidelines (GN 891) in managing performance and development within the Municipality in terms of the following Chapters:
Chapter 2 - Staff Establishment, Job Description and Job Evaluation;
Chapter 3 - Recruitment, Selection and Appointment of Staff;
Chapter 4 - Performance Management and-Development System; and Chapter 5 - Skills Development
- 3.4) The performance management and-development system and software application must comply. The system must continuously be upgraded in line with any amendments to circulars, applicable regulations and legislation.
- 3.5) The major requirements, main features and functional specifications of the envisaged performance management and-development system and software application are detailed below:

PLM: Provision of an electronic web-based performance management system and related consulting activities for a period of 36 months.

PROVISION OF VARIOUS HOSTED WEB BASED ELECTRONIC MANAGEMENT SYSTEMS FOR THE FOLLOWING FUNCTIONS

ELECTRONIC PERFORMANCE MANAGEMENT SYSTEM (PMS)

<p>Electronic organisational performance management system including an electronic system to manage the Service Delivery Budget Implementation system (SDBIP) and the Local Government Staff Regulations, 2021.</p>	<ul style="list-style-type: none"> (a) Electronic web based organisational performance management system to be provided and hosted by the service provider; (b) Facilitate the management and reporting of the SDBIP; (c) The system must be able to integrate with the financial system and address all MSCOA requirements; (d) Drafting of the SDBIP's (if required); (e) Loading of the SDBIP; (f) Link indicators to the strategic objectives of Local, Provincial and National Government; (g) Link indicators to the risks or other strategic plans; (h) Link indicators to the segments of mSCOA (funding, function, item, regional indicator, municipal standard classification, project and costing); (i) Assistance during the mid-year to review the SDBIP and load the revisions (if required); (j) Training sessions to staff to effectively use the system; (k) System to allow for reports to be generated on the progress with the implementation of the SDBIP and for mitigation efforts; (l) Assistance during the quarterly organisational performance review process (if required) (m) Transfer of data from the current system to the new system, data setup and support (if required).
<p>Performance agreements for senior management</p>	<ul style="list-style-type: none"> (a) Electronic web based individual performance management system to be provided and hosted by the service provider; (b) Drafting of performance agreements that are electronically managed (if required); (c) Ensuring that performance agreements comply with all legislative requirements; (d) Facilitate the performance reviews of senior management (if required);

	<ul style="list-style-type: none"> (e) Provide hands on support for end year evaluations by attending the panel meetings, training and guiding the panel members, calculating the results and submitting a report on the evaluations to the municipality for tabling to the municipal council (if required); (f) Provide hands on support for mid-end year evaluations, if required by the municipality, by attending the panel meetings, training and guiding the panel members, calculating the results and submitting a report on the evaluations to the municipality for tabling to the municipal council (if required); (g) Make provision for assistance without having a formal panel as during mid-year evaluations. Preparing evaluations templates and assist with calculations (if required).
<p>Performance plans for all staff excluding senior management</p>	<ul style="list-style-type: none"> (a) Populate set dates of key events, including evaluation periods per financial year from 1 July to 30 June. (b) Develop and populate performance agreements for all individuals, excluding senior managers. The performance agreement must include a performance plan that contains the following: <ul style="list-style-type: none"> (i) Name, job title and the department of the staff member; (ii) Objectives or targets; (iii) KPA's, their weightings and the target date for meeting the KPA. Ensure that KPA's relate to a staff member's functional area and must consist of not less than 5 and not more than 7 KPA's; (iv) KPI's and the performance standard for each KPI. Develop SMART KPI's for all staff members that are aligned to each individual staff members' line manager; (v) Name and definition of the job specific competencies as derived from Annexure A of the Municipal Staff Regulations (maximum of 6 competencies within a performance cycle), their weightings and the expected level of capability for each competency; (vi) A personal development plan prepared in compliance with the Work Skills Plan; (vii) Performance plans aligned to the job description and organisational structure; and

	(viii) The process of monitoring and assessing performance, including the planned dates of assessment.
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	<p>(c) Alignment of performance agreements of individual staff members with the performance agreements of senior managers;</p> <p>(d) Assess, advise and guide:</p> <ul style="list-style-type: none"> - Predetermined core competencies and align to relevant job descriptions; - Job specific competencies and align to relevant job descriptions; - Assess job specific competencies and determine skills development gaps; - Qualifications and record of formal and informal training and experience; and - Long term and intermediate career goals. <p>(e) The revision of the calculation of the outcomes of performance assessments (weightings and scores).</p> <p>(f) Maintain and update an accessible Library of KPI's.</p> <p>(g) Provide for early warning when underperformance of KPI's is detected. In the case of underperformance – reasons for such underperformance as well as corrective measures per KPI</p> <p>(h) Uploading and storage of portfolios of evidence, including e-mails and attachments with metadata as a record.</p> <p>(i) Set deadlines for reporting on indicators monthly;</p> <p>(j) Generate e-mails to inform users of deadlines for reporting;</p> <p>(k) Report on actual performance on KPI's in number, percentage or Rand value;</p> <p>(l) Performance Agreements template including PDP as per MSR;</p> <p>(m) Self-evaluation by system and non-system users;</p> <p>(n) Evaluation by line managers;</p> <p>(o) An evaluation template for non-system users (Team based performance management);</p>
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	<p>(p) A performance calendar with alerts that must be able to trigger the execution of actions (e.g. collecting</p>
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	<p>information from a database, performing calculations, etc.);</p> <p>(q) Calculation of scores for performance assessment purposes, in line with applicable legislation;</p> <p>(r) Provide for time restrictions, which escalate the work to another user or sends a message to a specified user should the work not be performed within the specified time limit;</p> <p>(s) Skills module (based on competency framework) that is aligned to the Workplace Skills Plan and the requirements of the performance management system, to determine/review skills gaps via personal development plans (PDP's) and provide functionality for skills audits, in line with the guidelines / format of CoGTA;</p> <p>(t) The following reports should be generated from the system:</p> <ul style="list-style-type: none"> □ Performance and evaluation status report; □ Evaluation score report; □ Personal development plan report; □ Login attempt report; □ User activity report; □ Monthly backup reports; □ System updates and maintenance reports. <p>(u) Assist in drafting of performance plans according to the Municipal Staff Regulations that are electronically managed: Ensuring alignment between performance plans and the performance agreements of senior management; and</p> <p>(v) Training to implement performance and facilitate processes as well as the processes and electronic evaluation of performance.</p> <p>(w) Upload and store portfolios of evidence, including e-mails and attachments with metadata as a record.</p>
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	<p>(x) Allow for multiple users to have more than one role (e.g., module administrator, admin, manager);</p> <p>(y) Allow for different usernames to be assigned to the same role;</p> <p>(z) The system must incorporate all prescribed templates and documents in terms of applicable legislation, as well as provide for the development of new/alternative templates and documents, and where applicable, export documents in hard copy format.</p> <p>PERFORMANCE MODERATION</p> <p>(a) Facilitate the functioning of all regulated performance management related committees at organisational, departmental and individual levels.</p> <p>(b) Allow for outcomes of moderation committees to be populated electronically.</p>
Electronic risk management system	<p>Electronic risk management system to be provided and hosted for the recording of the risk register and actions created to mitigate risks;</p> <p>(a) The system must be able to integrate with the SDBIP and address the mSCOA requirements;</p> <p>(b) System to allow for reports to be generated on the management of the risks and the actions. Examples of reports should include:</p> <ul style="list-style-type: none"> □ Risk registers (Strategic and departmental) □ Action plan registers (Progress on action plans); □ Transfer of data from the risk registers to new system; □ Setup and implementation of software; ▪ Training on the use of the software.
Electronic compliance management system	<p>a) Electronic database to be provided and hosted of all legal required compliance matters;</p> <p>b) Electronic recording of compliance actions taken to ensure legal compliance; System to allow for reports to be generated on the compliance.</p> <p>c) Transfer of data from current system to new system</p> <p>d) Setup and implementation of software</p> <p>e) Training on the use of the software</p>

<p>Annual Reports (If required)</p>	<p>(a) Compilation of the Annual Report;</p> <p>(b) Provide templates to be completed by the municipality on all legally required information to be included the annual report;</p> <p>(c) The municipality will submit the relevant information on the templates;</p> <p>(d) Service provider to ensure that the report complies with all legal requirements and to validate the information; (e) Deal with auditor general enquires in the annual report as referred to the service provider by the municipality.</p>
<p>Mid-year report (If required)</p>	<p>(a) Formalise and preparing report for submission to the municipal council;</p> <p>(b) The municipality will draft the section 72 report and it will be provided to the service provider to be included in the final report;</p> <p>(c) Service provider to ensure that the report complies with all legal requirements and to validate the information.</p>
<p>SDBIP system descriptions (If required)</p>	<p>(a) Facilitate sessions to draft the system descriptions for the TL SDBIP KPI's</p> <p>(b) Draft and submit the system description</p>
<p>Support and related matters</p>	<p>(a) Provide for the transfer of data from current systems to the new system in an appropriate format.</p> <p>(b) Ongoing support via a helpdesk and per email responding to all related requests within 48 hours.</p> <p>(c) Ongoing user support via a Support Desk responding to all system related email requests within 48 hours.</p> <p>(d) Reasonable means to ensure the security of data in the municipality's database (Comply with the ICT framework requirements).</p> <p>(e) Data to be backed up on a weekly basis.</p> <p>(f) Maintenance and updating of modules to comply with minimum legislative requirements.</p> <p>(g) Hands-on support to implement performance management on senior management and individual staff as and when required.</p> <p>(h) Training sessions to staff to effectively use the system as and when required.</p> <p>(i) Assistance with the drafting and finalizing of the Performance Management Policy Framework.</p> <p>(j) Ensuring adequate skills Transfer to relevant Municipal Officials</p>

4. GENERAL

- 4.1) It is the intention to appoint the successful tenderer for a contract period ending 30 June 2028, to ensure the success of the project and to provide the municipality with the necessary business continuity and the building of institutional knowledge and capacity.
- 4.2) The successful tenderer is to provide the necessary electronic software and support to assist with the management of municipal performance and related activities.
- 4.3) **It is critical that the service provider to be appointed should have extensive proven experience of five (5) years minimum**, in all the items listed below and must therefore be able to provide references/written confirmation of all such projects successfully undertaken in the past, for each of the items listed below. Failure to provide sufficient evidence as well as contactable references will exclude tenderers from earning points for functionality criteria as listed hereunder.
- 4.4) Submit data in a format that will assist with the implementation and continuous compliance with the Municipal Standard Chart of Accounts (mSCOA) Regulations, as prescribed by National Treasury (NT).
- 4.5) The system must make use of a trusted SSL certificate 256bit or better.
- 4.6) The system must be compatible with Windows Internet Explorer or Edge as provided in the latest builds of Windows 10.

5. FINANCIAL SYSTEM INTEGRATION & MSCOA

- 5.1) The bidder's program/system and/or data must be able to integrate with the municipal Financial System if required.
- 5.2) Assist with audit queries, if applicable.
- 5.3) The data and/or system must include all the required data fields as required by the municipality.
- 5.4) Considering the constant change in financial reforms and reporting requirements, it would be to the bidder's advantage if its system could add and/or delete data fields as required.
- 5.5) The bidder must have systems in place to ensure data is safely stored, secured and backed-up.
- 5.6) Skills transfer through on-the-job training with the specific aim to empower municipal staff to execute their duties unassisted.
- 5.7) The data remains the property of the municipality and at the end of the contract the data must be handed over to the Municipality.

6. ICT REQUIREMENTS

- 6.1) The system must comply with Phokwane Municipality's ICT User Access Management and Security Controls policies.

PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

- 6.2) System must be able to provide audit event log report in delimited csv or excel format per user.
- 6.3) Must provide administrative user for use by Municipal staff to manage other users and training.
- 6.4) Must adhere to providing a quarterly call log or issue report together with resolved times for our performance management compliance.
- 6.5) The system must be compatible with one or more well used browsers and the browser must be under support for the product owner for the duration of the term as stated above.
- 6.6) Provide the following reviews including resolving actions:
- (a) Monthly Administrator Activity Review (Audit trail) as per ICT Policies;
 - (b) Quarterly User Account permission review as per ICT Policies, and
- 6.7) The system must provide for accurate reporting the relevant forms and templates, including, but not limited to:
- (a) Functionality to populate reports for specified and/ or legislative time frames per Department/Division/Unit, inclusive of graphs;
 - (b) Monthly backup reports; and
 - (c) System updates and maintenance reports.
 - (d) Functionality to broadly customize reports and select various filter by fields.
 - (e) Option to generate reports onscreen / PDF / Microsoft suite format.
 - (f) Provides a log of every activity performed on a document and system.
 - (g) Provide profile history Organisational, Departmental, Divisional and Individual.
 - (h) Access control must provide for: ▪ Read only ▪ Create ▪ Update ▪ Delete.
 - (i) Access control must be specified at: ▪ User level ▪ Group Level ▪ Role Level.
 - (j) Disaster recovery plan must be in place to retrieve data from a specific point in time.
 - (k) Data to be backed up daily.
 - (l) Implementation of processes and programmes to ensure that all the data is always secured at not accessible by any unauthorised parties.

7. DATA

7.1) The Municipality remains the owner of all Data generated because of the Municipality using the Service Providers services.

PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

7.2) The successful service provider may be requested to supply data diagram and data flow charts.

7.3) The service provider must have data protection mechanisms to protect data from unauthorized internal and external access.

7.4) The files used for integration with the financial system must at no point be accessible for human manipulation or tampering.

8. SECURITY

8.1) Access must follow a “principle of least-privilege” approach, whereby all access is revoked by default and users are only allowed access based on their specific requirements.

8.2) A facility must exist for Reviewing user access permissions; and User and administrator activity monitoring.

8.3) The systems must establish an audit trail to log all attempts to alter or edit electronic records and their metadata.

8.4) Access controls must protect records against unauthorized access and tampering.

8.5) The system must ensure that electronic records, that must be legally admissible in court and carry evidential weight, are protected to ensure that they are authentic, not altered or tampered with, auditable and produced in systems which utilize security measures to ensure their integrity.

8.6) The Promotion of Access to Information Act, Act No. 2 of 2000, gives effect to the right to access personal information held by the Municipality and must be complied with.

8.7) The Protection of Personal Information Act, Act No. 4 of 2013, gives effect to the right to privacy and must be complied with.

9. APPLICABLE STANDARDS, SPECIFICATIONS AND REGULATIONS

9.1) Supply Chain Management (SCM) Regulations

9.2) Phokwane Municipal Supply Chain Management Policy

9.3) Preferential Procurement Regulations, 2022

9.4) Local Government Municipal Finance Management Act, 2002 (Act 56 of 2003)

9.5) Municipal Standard Chart of Accounts (mSCOA) Regulations

9.6) Local Government: Municipal Systems Act, 2000 (Act 32 of 2000)

9.7) Local Government: Municipal Planning and Performance Management Regulations, 2001.

10. ESTIMATED QUANTITIES REQUIRED

10.1) The quantities indicated in the pricing schedule may vary from the actual quantities required by the Municipality;

10.2) Quantities might be reduced or increased depending on the available budget.

PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

11. DELIVERY

- 11.1) Services will commence on a programme to be determined by the parties once the tender has been awarded;
- 11.2) System access must be available 7 days a week 365 days a year;
- 11.3) System downtime must not exceed 12 hours at a time;
- 11.4) System issues to be resolved within 1 hour of call being logged.

12. EVALUATION

- 12.1) Tenders will be evaluated on a comparative basis, which is the reason for the design of the tender specification and additional schedules (if applicable).
- 12.2) All tenders received shall be evaluated in accordance with the Municipal Finance Management Act, Act 56 of 2003 (read with its accompanying supply chain management regulations), the Preferential Procurement Policy Framework Act 5 of 2000 (read with its accompanying regulations) as well as the Phokwane Local Municipality's Supply Chain Management and Preferential Procurement Policies.
- 12.3) Points will be awarded to tenderers who are eligible for preferences in terms of MBD 6.1: Preference Point Claim Schedule (where preferences are granted in respect of previously disadvantaged person/(s) and Locality)
- 12.4) The terms and conditions of MBD 6.1 shall apply in all respects to the tender evaluation process and any subsequent contract.
- 12.5) The evaluation will include verifying the tenderers compliance with the specifications, as well as a Functionality Evaluation related to the proposed solution as well as the service provider's capacity to implement.

13. **CONTACT PERSON (TECHNICAL / SPECIFICATION RELATED ENQUIRIES)**

Manager Strategic Services: Mrs T Pule on behalf of: Municipal Manager

Tel: 053 474 9700

Email: pule@phokwane.gov.za

PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

FUNCTIONALITY

Stage 1 – Functionality

Quality / Functionality: 100 points

1. This bid is subject to functionality scoring.

2. Bidders must obtain a minimum functionality scoring of 80 out of 100 points (80%) in order for bids to be marked as responsive. Bids that do not meet the minimum functionality scoring as indicated, will be regarded as non-responsive and not be evaluated on price and preference points.

3. Applicable criteria:

DESCRIPTION	MEASUREMENT (RSA MUNICIPALITY)	MAXIMUM POINTS AVAILAB LE	POINTS SCORED BY THE BIDDER
<p>EXPERIENCE OF BIDDING FIRM</p> <p>Number of years that the firm are in existence:</p> <ul style="list-style-type: none"> □ 0 - 5 years = 2 points □ 6 – 10 years = 5 points □ > 10 years = 10 points <p>(ATTACH PROOF)</p>	<p>a) Submission of detailed company profile</p> <p>b) EVIDENCE FOR THE DIFFERENT EXPERIENCE IN THE COMPANY PROFILE ADDRESSING THE KEY ASPECTS MUST BE INCLUDED.</p>	<p>10</p>	
<p><u>EXPERIENCE OF KEY PERSONNEL</u></p> <p>Number of Years of Experience of the Key Personnel.</p> <p>Experience relating to:</p> <ul style="list-style-type: none"> a) SDBIP = 15 points b) Organisation and Individual Performance Management = 30 points c) Risk Management = 40 points <p>(ATTACH PROOF)</p>	<p>a) Attach CVs with evidence of experience. PLEASE PROVIDE</p> <p>b) EVIDENCE FOR THE DIFFERENT EXPERIENCE IN THE COMPANY PROFILE ADDRESSING THE KEY ASPECTS.</p> <p>Attach CVs of personnel relating to experience.</p>	<p>40</p>	

PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

<p><u>PREVIOUS EXPERIENCE</u></p> <p>Performed Performance Management and related process at other municipalities/entities without any major findings affecting the audit report in terms of the Performance Management processes.</p> <p>Evidence to be provided in form of confirmation from respective clients:</p> <ul style="list-style-type: none"> <input type="checkbox"/> 0-4 references = 5 points <input type="checkbox"/> 5-6 references = 15 points <input type="checkbox"/> More than 6 references = 30 points <p>(ATTACH PROOF)</p>	<p>a) At least 5 municipalities/ municipal entity per audit</p> <p>b) Provide evidence per AG Audit in form of previous or current clients.</p> <p>c) On Municipality letterhead and confirmation from AG for clean audits</p>	<p>30</p>	
<p><u>mSCOA</u></p> <p>Does the program/system make provision for mSCOA</p> <ul style="list-style-type: none"> <input type="checkbox"/> Submission of information = 10 points <input type="checkbox"/> No information submitted / less than three (3) letters submitted = 0 points <p>(ATTACH PROOF)</p>	<p>a) Letter from 3 Northern Cape municipalities where mSCOA processes have already been assessed and which confirms that the program/system complies with mSCOA.</p> <p>b) Alternatively, bidders must provide evidence that their business processes and/or system have made provision for the 7 segments of mSCOA</p>	<p>10</p>	
<p><u>TRANSFER OF SKILLS</u></p> <p>Skills transfer through on-the-job training with the specific aim to empower municipal staff to execute their duties unassisted.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Submission of information = 10 points <input type="checkbox"/> No information submitted = 0 points <p>(ATTACH PROOF)</p>	<p>For five Northern Cape municipalities where this has been successfully implemented. Provide evidence (Testimonials, attendance registers, copy of module etc.) The municipality reserves the right to visit these municipalities to confirm successful implementation.</p>	<p>10</p>	
<p>TOTAL POINTS FOR FUNCTIONALITY SCORING</p>		<p>100</p>	

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Stage 2 – Price & preference

The 80/20 preference points System will be used, where 80 points will be allocated to price and 20 points to specific goals.

PRICING SCHEDULE FOR SERVICES

INSTRUCTIONS:

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

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

I / We _____ (full name of Bidder) the undersigned in my capacity as _____ of the firm hereby offer to Phokwane Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Phokwane Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

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PRICING SCHEDULE

The table below indicates how the tariffs or rates for the different functions should be outlined. The municipality reserves the right to call upon the tenderer for all or any of the functions below and the estimated time spent on the project must be agreed upon between the parties in writing.

1. Systems and hardware required

The tender prices are as follow (Inclusive of VAT):

DESCRIPTION	R		
Program and hardware required/ Initial setup cost. - Submit full list with breakdown of cost on all hardware required on separate document - Fixed capital cost.			
	R		
	Year 1	Year 2	Year 3
Electronic organisational performance management system including an electronic system to manage the Service delivery and budget implementation system (SDBIP)			
Electronic individual performance management system for senior management			
Electronic individual performance management system for other staff			
Electronic risk management system			
Electronic compliance management system			
TOTAL			

- Must be tendered as a fixed price from the point of receipt of all the relevant data sources from the municipality during the first year of appointment.

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- Management and other fees: ▪ The tender prices as follows: (inclusive of VAT):

ACTIVITY	QUANTITY	Year 1,2 & 3 (on a separate spreadsheet)		
		Monthly user fee	Fixed Fee per activity	Other (specify)
Drafting of SDBIP	Fixed Price per annum			
Loading the SDBIP	Fixed Price per annum			
Assistance with the drafting of the TL SDBIP KPI system descriptions				
Mid-year amendments to the SDBIP	Fixed Price per annum			
Loading mid-year amendments to the SDBIP	Fixed Price per annum			
Loading the risk register	Fixed Price per annum			
Drafting of Performance agreements for senior management	Per each agreement as required. The municipality has three (3) senior managers currently.			
Assisting with evaluations management. I the panel meeting. the Performance for senior including attending				
Provide assistance during mid- year for evaluation of senior management performance where the panel is not sitting				

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Assistance in developing KPA's and KPI's for each post, including core competencies	Each staff member			
Assistance in compiling electronic Performance Agreements for each post.	Each staff member			
Assist in drafting Performance plans for all staff excluding senior management	Each staff member			
Annual Report	Fixed Price per annum			
Mid-year report	Fixed Price per annum			
SDBIP user subscription fee	Unit			
Performance management user fee.	Unit			
Risk management user fee	Unit			
Compliance user subscription fee	Unit			
Data storage specify and give detail on what it entails.	Fixed fee per annum			
Audit queries specify and give detail on what it entails				
Support specify and give detail on what is entails				
Training & facilitate	Unit			
Disbursements specify and give detail on what it entails				
Disbursements specify and give detail on what it entails				

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Travelling	840km			
Daily Expenses	Per day			
Accommodation per night	Per night			
Other	flights			

Any tender submitted that does not meet all of the requirements in this pricing schedule will be automatically discarded from the evaluation process.

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PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

FORM OF OFFER AND ACCEPTANCE

CONTRACT NO: PLM/TEPMS/1904-2026

PROVISION OF AN ELECTRONIC WEB-BASED PERFORMANCE MANAGEMENT SYSTEM AND RELATED CONSULTING ACTIVITIES FOR A PERIOD OF 36 MONTHS.

OFFER

The Employer, identified in the Acceptance signature block below, has solicited offers to enter into a Contract in respect of the following works:

PROVISION OF AN ELECTRONIC WEB-BASED PERFORMANCE MANAGEMENT SYSTEM AND RELATED CONSULTING ACTIVITIES FOR A PERIOD OF 36 MONTHS.

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and any addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all the obligations and liabilities of the Contractor under the Contract, including compliance with all its terms and conditions according to their true intent and meaning, for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE-ADDED TAX FOR THE THIRTY-SIX (36) MONTH CONTRACT IS:

_____ Rand (in words)

R _____ (in figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature(s): _____

Name(s): _____

Capacity: _____

For (Name and address of organisation): _____

Name and signature of witness: _____

PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

Date: _____

PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in the Agreement and in the Contract that is the subject of this Agreement.

The terms of the Contract are within the Tender Document.

The Tenderer shall, within two (2) weeks after receiving a completed copy of this Agreement (including the Schedule of Deviations, if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and other documentation to be provided in terms thereof.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document. Unless the Tenderer (now Service Provider) within five (5) working days of the date of such receipt notifies the Employer in writing of any reason why it cannot accept the contents of this Agreement, this Agreement shall constitute a binding Contract between the parties.

For and on behalf of Phokwane Local Municipality:

Signature: _____

Name: _____

Capacity: _____

Phokwane Local Municipality, 24 Hertzog Street, Hartswater, 8570

Name and signature of witness: _____

Date: _____

PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

MBD 1 – INVITATION TO BID

INVITATION TO SUBMIT BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PHOKWANE LOCAL MUNICIPALITY.				
BID NUMBER:	PLM/TEPMS/1904-2026	CLOSING DATE:	12 JUNE 2026	CLOSING TIME: 12H00 PM
DESCRIPTION	PROVISION OF AN ELECTRONIC WEB-BASED PERFORMANCE MANAGEMENT SYSTEM AND RELATED CONSULTING ACTIVITIES FOR A PERIOD OF 36 MONTHS.			
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7.1)				

The BID should be clearly marked: PLM/TEPMS/1904-2026

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:		AND	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	SUPPLY CHAIN MANAGEMENT		DEPARTMENT	MUNICIPAL MANAGER OFFICE	
CONTACT PERSON	M. VILJOEN		CONTACT PERSON	T. PULE	

PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

TELEPHONE NUMBER	0534749700	TELEPHONE NUMBER	0534749700
E-MAIL ADDRESS	marinda@phokwane.gov.za	E-MAIL ADDRESS	pule@phokwane.gov.za

PART B
TERMS AND CONDITIONS FOR BIDDING

BID SUBMISSION:

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

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

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.

TAX COMPLIANCE REQUIREMENTS

BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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.

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.

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

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

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

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO
- DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO
- 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.

PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

MBD 2 — TAX COMPLIANCE STATUS

It is a condition of this bid that:

- The tax matters of the successful bidder must be in order, or a satisfactory arrangement must have been made with the South African Revenue Service (SARS) to meet its tax obligations.
- Bidders must obtain a Tax Compliance Status (TCS) PIN from SARS eFiling. The Municipality will verify the bidder's tax-compliance status electronically using this PIN on the SARS eFiling system.
- In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate TCS PIN.
- Failure to submit a TCS PIN, or a finding of non-compliance on verification, will result in the bid being disqualified at the award stage.

1. Name of taxpayer / bidder	
2. Trading name	
3. Identification Number (sole proprietor)	
4. Company / CC / Trust Registration Number	
5. Income Tax Reference Number	
6. VAT Registration Number (if applicable)	
7. PAYE Employer Registration Number (if applicable)	
8. TAX COMPLIANCE STATUS (TCS) PIN	

Signature: _____ Date: _____

Name (print): _____ Capacity: _____

Name of Bidder: _____

PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

MBD 4 – DECLARATION OF INTEREST

DECLARATION OF INTEREST	
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 favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
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 / her representative:
3.2	Identity Number:
3.3	Position occupied in the Company (director, trustee, shareholder 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 (where applicable) 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;	

PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

- (c) an official or 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 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 exercise control over the company.

<p>3.9</p> <p>3.9.1</p>	<p>Have you been in the service of the state for the past twelve months?</p> <p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p>YES / NO</p>
<p>3.10</p> <p>3.10.1</p>	<p>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?</p> <p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p>YES / NO</p>
<p>3.11</p> <p>3.11.1</p>	<p>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?</p> <p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p>YES / NO</p>
<p>3.12</p> <p>3.12.1</p>	<p>Are any of the company’s directors, trustees, managers, principle shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p>YES / NO</p>

PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

<p>3.13</p> <p>3.13.1</p>	<p>Are any spouse, child or parent of the company’s directors, trustees, managers, principle shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p>YES / NO</p>
<p>3.14</p> <p>3.14.1</p>	<p>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?</p> <p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p>YES / NO</p>

Full details of directors / trustees / members / shareholders		
Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of the bidder

PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

MBD 6.1 – PREFERENCE POINT CLAIM (PPR 2022)

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Previously disadvantaged person/(s).

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 all bids:

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

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals must not exceed	100

1.5 Failure on the part of a Bidder 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 purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

“**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

services through price quotations, competitive tendering process or any other method envisaged in legislation;

“**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

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

“**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

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

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2 POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must
PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

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.

Phokwane Local Municipality has identified the following specific goals for this tender:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Specific Goal 1 — Local Economic Development (maximum 10 points)		
Registered office within the boundaries of Phokwane Local Municipality: 10 points	10	
Within Frances Baard District (but outside Phokwane): 7 points	7	
Within Northern Cape Province (but outside Frances Baard): 4 points	4	
Outside Northern Cape Province: 2 points	2	
Specific Goal 2: Woman ownership of a company (Max 5 points)		
100% Woman ownership	5	
31% - 50 % Woman ownership	3	
Less than 30% Woman ownership OR no valid evidence submitted	0	
Specific Goal 3: Youth ownership (Max 5 points)		
100% Youth Ownership	5	
31% - 50 % Youth Ownership	3	
Less than 30% Youth Ownership OR no valid evidence submitted	0	

Notes to complete table for specific goals:

THE FOLLOWING DOCUMENTS MUST BE ATTACHED AS PROOF OF THE POINTS CLAIMED.

Goal 1: Locality of supplier. Tenderers should complete one relevant row for points claimed.

- The municipal rates and taxes statement, which is in the name of the company, not older than three (3) months; or
- The Clearance Certificate issued by the bidding companies' local municipality, which is in the name of the

PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

company, not older than three (3) months; or

- The completed Municipal Form with either the stamp of the municipality or the landlord, which is in the name of the company, not older than three (3) months or
- An official letter which is in the name of the company from the local tribal authority, not older than three (3) months; or
- A valid signed lease agreement which is in the name of the company, that clearly shows the business address (not expired at closing date), accompanied by tax invoice/statement of account from the estate agent / landlord not older than three (3) months); or
- If the municipal rates and taxes statement is in the Landlord's or Director's name an affidavit certified by the commissioner of oaths must be attached indicating that the company/enterprise is operating from the stated addressed, accompanied by their municipal rates and taxes statement (not older than three (3) months).

Goal 2: - Women Ownership. Tenderers should complete one relevant row for points claimed.

- Certified Copy of ID.
- Certified Copy of CK certificate (issued by CIPC).

Goal 3: Youth Ownership. Tenderers should complete one relevant row for points claimed.

- A tenderer must submit a copy of their CIPC company registration and /or shareholder certificate as proof, which shows ownership or share certificate documents and ID of owners. The youth owners should be less than 35 years at the time of submission of tender to claim these points.

NB: If no proof is attached the tenderer will not be awarded the points claimed.

4.3 DECLARATION WITH REGARD TO COMPANY/FIRM

Name of firm:		
VAT Registration number:		
Company / CC / Trust registration number:		
Type of firm (tick one):	<input type="checkbox"/> Partnership <input type="checkbox"/> Sole proprietor / One-person business <input type="checkbox"/> Close Corporation <input type="checkbox"/> Listed company <input type="checkbox"/> Private company (Pty) Ltd <input type="checkbox"/> Trust	
Principal business activity:		
Municipal Information	Municipality where business is situated:	
	Registered Account Number:	
	Stand Number:	

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

4.5 I/We, 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

PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

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:

MBD 8 - DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION MBD 8

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ² Collusive bidding is a *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. takes 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.
5. 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.
6. 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:

PLM/TEPMS/1904 – 2026: PROVISION OF AN ELECTRONIC WEB-BASED PERFORMANCE MANAGEMENT SYSTEM AND RELATED CONSULTING ACTIVITIES FOR A PERIOD OF 36 MONTHS

(Bid Number and Description)

In response to the invitation for the bid made by:

PHOKWANE LOCAL 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)

I have read and I understand the contents of this Certificate;

I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

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;

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

The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

prices;

geographical area where product or service will be rendered (market allocation)

methods, factors or formulas used to calculate prices;

the intention or decision to submit or not to submit, a bid;

PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

the submission of a bid which does not meet the specifications and conditions of the bid; or bidding with the intention not to win the bid.

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.

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.

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.

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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SCHEDULE 1A — AUTHORITY OF SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box. The tenderer must complete the certificate set out below for the relevant category.

- A. Company (Private or Public)
- B. Partnership
- C. Joint Venture / Consortium
- D. Sole Proprietor
- E. Close Corporation
- F. Trust

A. Certificate for a Company

I, _____, chairperson of the board of directors of _____, hereby confirm that by resolution of the board (copy attached) taken on _____ 20____, Mr/Mrs _____ acting in the capacity of _____ was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness: 1. _____ 2. _____

Chairperson: _____ Date: _____

B. Certificate for a Partnership

We, the undersigned, being the key partners in the business trading as _____, hereby authorise Mr/Mrs _____ acting in the capacity of _____ to sign all documents in connection with the tender for Contract PLM/TEPMS/1904-2026 and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate must be completed and signed by all key partners.

C. Certificate for a Joint Venture / Consortium

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs _____, authorised signatory of the company _____ acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract **PLM/TEPMS/1904-2026** and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY

D. Certificate for a Sole Proprietor

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

As witness: 1. _____ Signature of sole owner: _____

E. Certificate for a Close Corporation

We, the undersigned, being the key members in the business trading as _____, hereby authorise Mr/Mrs _____ acting in the capacity of _____ to sign all documents in connection with the tender for Contract **PLM/TEPMS/1904-2026** and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate must be completed and signed by all key members.

F. Certificate for a Trust

I/We, the undersigned trustee(s) of _____ Trust (Trust No: _____), hereby authorise Mr/Mrs _____ to sign all documents in connection with this tender and any contract resulting from it on behalf of the Trust.

A certified copy of the Letter of Authority issued by the Master of the High Court is attached.

Signatures of all trustees:

1. _____ 2. _____

3. _____ 4. _____

SCHEDULE 1B — COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Enterprise details

Name of enterprise	
Contact person	
Email	
Telephone	
Cell phone	
Fax	
Physical address	
Postal address	
CSD (MAAA) registration number	
Company / CC / Trust registration number	
Income Tax Reference number	
VAT Registration number (if any)	
PAYE registration number (if any)	
B-BBEE Status Level (if claiming)	

Section 2: Particulars of Principals

'Principal' means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act, No. 71 of 2008, or a member of a close corporation registered in terms of the Close Corporations Act, No. 69 of 1984, or a trustee of a trust.

Full name of Principal	Identity Number	Personal income tax number	% Shareholding

Attach certified copies of Identity Documents (certification not older than 3 months).

Section 3: Banking Details

Bank name and branch	
Branch code	
Bank account number	
Type of account (Current / Savings / Transmission)	
Name of account holder	

PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

Attach a bank-stamped letter or cancelled cheque.

Signature: _____ Date: _____

Name (print): _____ Position: _____

SCHEDULE 1C — CONSULTANT'S PRACTICE DECLARATION

The Tenderer must provide the following information regarding the Consultant's Practice. Where a bidder has more than one local office, the information provided shall be the aggregate for all local offices. Attach additional pages if necessary.

1. Firm Overview

Physical address / Head office: _____

Year established: _____ Number of local offices: _____

Ownership / management structure (summary): _____

Fields of activity / expertise (summary): _____

2. Professional Body Registration of the Firm and Team Members (If Applicable)

Note: Phokwane Local Municipality recognises registration with any professional body recognised by the South African Qualifications Authority (SAQA) under the NQF Act, 2008, and/or recognised by the Commissioner of the South African Revenue Service (SARS) as a Recognised Controlling Body in terms of section 240A of the Tax Administration Act, 2011. Bidders registered with such recognised body may insert the details on the table below.

Professional Body	Recognised Designation(s)	Number of Team Members Registered

Letters of good standing (not older than 3 months) must be attached for each registered team member.

3. Proposed Project Team

List the team members who will actually be seconded to Phokwane Local Municipality for this project. Attach a detailed CV for each team member. A signed declaration of availability is required.

Team Member	Full Name & Surname	Role on Project	Qualifications	Professional Body & Reg. No. (If Applicable)	Years of Municipal EPMS Experience
1					
2					

PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

Team Member	Full Name & Surname	Role on Project	Qualifications	Professional Body & Reg. No. (If Applicable)	Years of Municipal EPMS Experience
3					
4					
5					
6					

4. Firm Experience — Summary of Recent EPMS Engagements

#	Client (Municipality)	Financial Year(s)	Audit Outcome	Contactable Reference
1				
2				
3				
4				
5				
6				
7				
8				

Attach reference letters on client letterhead confirming the above.

Signature: _____ Date: _____

Name (print): _____ Position: _____

GENERAL CONDITIONS OF CONTRACT

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
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices.

PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

General Conditions of Contract	
1. Definitions	<p>1. The following terms shall be interpreted as indicated:</p> <p>1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>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.</p> <p>1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>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.</p> <p>1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>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.</p> <p>1.7. "Day" means calendar day.</p> <p>1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.</p> <p>1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>1.14. "GCC" means the General Conditions of Contract.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20. "Project site," where applicable, means the place indicated in bidding documents.</p> <p>1.21. "Purchaser" means the organization purchasing the goods.</p> <p>1.22. "Republic" means the Republic of South Africa.</p> <p>1.23. "SCC" means the Special Conditions of Contract.</p> <p>1.24. "Services" means that 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.</p> <p>1.25. "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.</p>
2. Application	<p>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.</p> <p>2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
3. General	<p>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.</p> <p>3.2. In certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The</p>

PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

	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	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
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	<p>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.</p> <p>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.</p> <p>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.</p> <p>7.4. The performance security will be discharged by the purchaser and returned to the provider 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.</p>
8. Inspections, tests and analyses	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>8.7 A 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 provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>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.</p>
9. Packing	<p>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.</p> <p>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 instruction ordered by the purchaser.</p>
10. Delivery and documents	<p>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.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>

PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

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 provider 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	14.1As 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	15.1The 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. 15.2This 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. 15.3The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. 15.4Upon 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. 15.5If 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 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 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 these 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.

PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

<p>21. Delays in the supplier's performance</p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
<p>22. Penalties</p>	<p>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.</p>
<p>23. Termination for default</p>	<p>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:</p> <p>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;</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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:</p> <p>i. the name and address of the supplier and / or person restricted by the purchaser; ii. the date of commencement of the restriction;</p> <p>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.</p> <p>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.</p>
<p>24. Anti-Dumping and countervailing duties and rights</p>	<p>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.</p>

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25. Force Majeure	<p>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.</p> <p>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.</p>
26. Termination for insolvency	<p>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.</p>
27. Settlement of disputes	<p>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.</p> <p>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.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC</p> <p>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 provider any monies due the supplier.</p>
28. Limitation of liability	<p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>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</p> <p>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.</p>
29. Governing language	<p>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.</p>
30. Applicable law	<p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
31. Notices	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
32. Taxes and duties	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
33. National Industrial Participation Programme (NIPP)	<p>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.</p>
34. Prohibition of restrictive practices	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchase may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p> <p>34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy</p>

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	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.
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CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

.....
CERTIFY THAT I HAVE READ AND UNDERSTOOD THE GENERAL CONDITIONS OF CONTRACT.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SPECIAL CONDITIONS OF CONTRACT (SCC)

The Special Conditions of Contract (SCC) supplement the General Conditions of Contract (GCC) and the Service Level Agreement (SLA). Where the SCC and GCC are in conflict, the SCC shall prevail.	
SCC 1 — CONTRACT PERIOD AND COMMENCEMENT	<p>1.1 The contract period is thirty-six (36) months from the date of appointment.</p> <p>1.2 The contract may be extended on the basis of performance for a period not exceeding 15% of the original contract value, subject to MFMA Section 116(3) and National Treasury MFMA Circular 62.</p> <p>1.3 Work shall commence within seven (7) days of the signing of the Service Level Agreement.</p>
SCC 2 — KEY DELIVERABLES AND MILESTONE DATES	<ul style="list-style-type: none"> • Inception meeting and project plan confirmation: within 7 days of appointment (Other target dates will be discussed then)
SCC 3 — TEAM COMPOSITION AND CONTINUITY	<p>3.1 The Service Provider shall deploy the team identified in Schedule 1C. No substitution of any team member shall be made without the prior written consent of the Strategic Manager.</p> <p>3.2 Where a team member's services are no longer available, the Service Provider shall within seven (7) days propose a replacement of at least equivalent qualifications and experience, for approval by the Strategic Manager .</p>
SCC 5 — INVOICING AND PAYMENT	<p>5.1 Invoices shall be submitted monthly and shall be accompanied by: (a) a progress report, (b) signed skills-transfer logs, and (c) time-sheets per team member.</p> <p>5.2 Valid tax invoices will be paid within thirty (30) days of receipt, subject to Section 65(2)(e) of the MFMA.</p> <p>5.3 Invoices that do not fully comply with SARS requirements and Section 65 of the MFMA will be returned for correction; the 30-day payment period will run from the date of receipt of the corrected invoice.</p>
SCC 6 — INTELLECTUAL PROPERTY AND CONFIDENTIALITY	<p>6.1 All working papers, schedules, reconciliations, adjusted trial balances, CaseWare files, audit files and any other deliverables compiled or developed under this contract shall be and remain the sole property of Phokwane Local Municipality.</p> <p>6.2 The Service Provider shall deliver all working papers and CaseWare files to the Chief Financial Officer at project close-out in an agreed electronic format, together with read-write access.</p> <p>6.3 The Service Provider and each team member shall sign a Confidentiality and Non-Disclosure Agreement (NDA) prior to commencement of work, in a form prescribed by the Municipality.</p> <p>6.4 The Service Provider shall comply with the Protection of Personal Information Act, No. 4 of 2013 (POPIA) and the Promotion of Access to Information Act, No. 2 of 2000 (PAIA) in respect of all municipal information accessed during the course of the work.</p>
SCC 7 — CONFLICT OF INTEREST	<p>7.1 The Service Provider may not be the Municipality's internal auditor, risk advisor or tax consultant for the same financial year in respect of which EPMS are being compiled.</p> <p>7.2 The Service Provider shall not, during the contract term or for twelve (12) months thereafter, accept an engagement with any third party where that engagement could reasonably be perceived to conflict with the interests of Phokwane Local Municipality</p> <p>7.3 Any actual or potential conflict of interest must be disclosed in writing to the Municipal Manager immediately upon becoming aware of it.</p>
SCC 8 — CONSEQUENCE MANAGEMENT	<p>8.1 The Service Provider acknowledges that this contract is subject to the consequence-management provisions of the MFMA (Sections 32 and 62) and the Municipal SCM Regulations.</p> <p>8.2 If the Service Provider fails to meet a milestone set out in SCC 2, the Chief Financial Officer shall issue a written notice of non-performance and require the Service Provider to remedy the non-performance within seven (7) days.</p>

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	8.3 Repeated non-performance or failure to remedy may result in (a) imposition of penalties as per clause 19 of the GCC, (b) termination of the Contract, and/or (c) reporting of the Service Provider to National Treasury for listing on the Database of Restricted Suppliers.
SCC 9 — SKILLS TRANSFER OBLIGATION	9.1 The Service Provider shall designate specific team members to work jointly with municipal officials on each EPMS line item. 9.2 A skills-transfer log shall be maintained and signed by the municipal official upon completion of each component. No invoice relating to that component will be processed without the corresponding signed log. 9.3 At least two (2) formal workshops per year shall be conducted: and (a) post-submission lessons-learned workshop.
SCC 11 — CANCELLATION OF CONTRACT	11.1 The Municipality may cancel this contract at any time, with thirty (30) days' written notice, in the event of (a) material breach by the Service Provider, (b) Service Provider becoming insolvent, (c) false information being discovered to have been submitted in the bid, or (d) the Service Provider being listed on National Treasury's Database of Restricted Suppliers. 11.2 The Service Provider may not cancel this contract except on three (3) months' written notice, and only in circumstances where the Municipality is in material breach of its obligations.
SCC 12 — APPLICABLE LEGISLATION	12.1 This Contract is subject to all applicable South African legislation, including but not limited to: <ul style="list-style-type: none"> • Constitution of the Republic of South Africa, 1996 (Section 217 in particular) • Local Government: Municipal Finance Management Act, No. 56 of 2003 (MFMA) and all Regulations thereto • Local Government: Municipal Systems Act, No. 32 of 2000 • Municipal Supply Chain Management Regulations (GN 868 of 2005) • Preferential Procurement Policy Framework Act, No. 5 of 2000 (PPPFA) • Preferential Procurement Regulations, 2022 (GN R. 1770 of 4 November 2022, effective 16 January 2023) • Broad-Based Black Economic Empowerment Act, No. 53 of 2003, as amended • Public Audit Act, No. 25 of 2004 • Prevention and Combating of Corrupt Activities Act, No. 12 of 2004 • Protection of Personal Information Act, No. 4 of 2013 (POPIA) • Promotion of Access to Information Act, No. 2 of 2000 (PAIA) • Competition Act, No. 89 of 1998, as amended • Companies Act, No. 71 of 2008 • Tax Administration Act, No. 28 of 2011 • Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993 (COIDA) • Phokwane Local Municipality Supply Chain Management Policy (latest approved version) • All Standards of Generally Recognised Accounting Practice (GRAP) issued by the Accounting Standards Board (ASB) • All MFMA Circulars and Guidelines issued by National Treasury
SCC 13 — ENTIRE AGREEMENT	13.1 This Tender Document, the Form of Offer and Acceptance, the Pricing Schedule, the MBD Forms, the Schedules, the GCC, the SCC and the Service Level Agreement together constitute the entire agreement between the Municipality and the Service Provider. No variation shall be of any force or effect unless reduced to writing and signed by both parties.

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2.2: RETURNABLE SCHEDULES
2.2.1 PROOF OF CSD REGISTRATION

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

2.2.2 TAX CLEARANCE CERTIFICATE OR TAX COMPLIANCE STATUS PIN

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

2.2.3 PROOF OF CURRENT MUNICIPAL RATES, TAXES AND CHARGES

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

**2.2.4 CERTIFIED COPIES OF IDENTITY DOCUMENTS OF MEMBERS/
SHAREHOLDERS / DIRECTORS OF THE COMPANY (ORIGINAL
STAMP NOT OLDER THAN 3 MONTHS)**

Attach document to this page

Name of Tender:	Date:.....
Signature:	Position:
Full Name of signatory:	

PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

2.2.5 VALID CIPC DOCUMENTS / COPIES OF COMPANY REGISTRATION DOCUMENTS

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

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2.2.6 BBEE CERTIFICATE – ONLY THE FOLLOWING ORIGINAL BBEE CERTIFICATES AND / OR CERTIFIED COPY OF BBEE CERTIFICATES WILL BE ACCEPTED AND MUST BE ATTACHED. IRBA, SANAS OR SWORN AFFIDAVIT.

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

2.2.7: PROJECT TEAM

CV'S AND QUALIFICATIONS OF THE PROJECT TEAM (IF APPLICABLE)

Attach document to this page

Name of Tender:	Date:.....
Signature:	Position:
Full Name of signatory:	

PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

2.2.8: PROJECT EXPERIENCE (If applicable)
LIST OF SIMILAR PROJECTS COMPLETED WITH REFERENCE NUMBERS

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

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