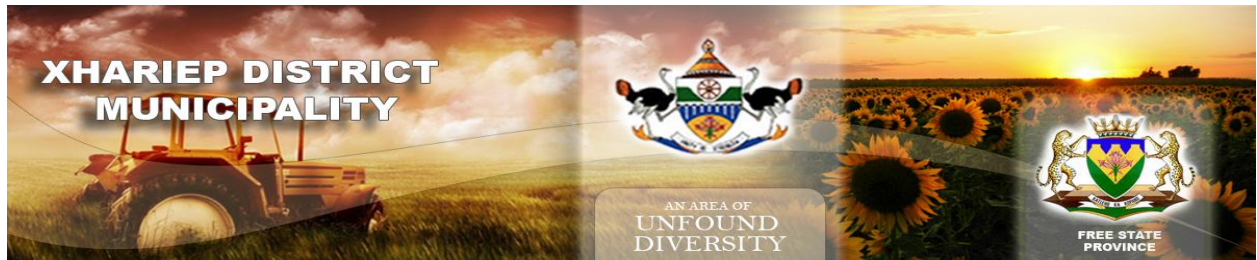




An area of unfound diversity

Xhariep District Municipality

Private Bag X 136, TROMPSBURG, 9913, Tel: (051) 011 2238, Fax: (051) 713 0461
Website: www.xhariep.gov.za



**RE-ADVERTISEMENT: APPOINTMENT OF A SERVICE PROVIDER FOR THE
PROVISION, LICENSING, HOSTING, SUPPORT, MAINTENANCE AND
ENHANCEMENT OF AN mSCOA-COMPLIANT FINANCIAL MANAGEMENT
SYSTEM FOR A PERIOD OF THREE (3) YEARS**

Tender submitted by: _____

Name of Company: _____

Contact Person: _____

Contract Number	Tender Amount (Including VAT)	Contract Period
XDM/MSCOA/26/27-3		3 Years

COMPILED BY: _____

SCM Accountant
Mr JOJ Tshabalala

REVIEWED BY: _____

SCM Manager
Mrs TF. Tshabalala

APPROVED BY: _____

Chief Financial Officer
Mr M. Tamasane

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PART A: SCAM ALERT

SCAM ALERT

Please be advised of scammers pretending to be Xhariep District Municipal officials, soliciting bribes from prospective tenderers in return to make sure that the tender outcomes are favourable to their companies.

For your information and noting, Xhariep District Municipal officials work under strict codes of conduct and are prohibited by law and by our policies to make or accept any form of bribes or form of incentives to influence the tender processes.

PART B: TENDER DEFINITIONS

1. DEFINITIONS

- 1.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.2 **“Specific Goals”** means a specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No 16085 dated 23 November 1994
- 1.3 **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 1.4 **“Consortium or joint venture”** 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;
- 1.5 **“Contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 1.6 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

- 1.7 **“Functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 1.8 **“Non-firm prices”** means all prices other than “firm” prices;
- 1.9 **“Person”** includes a juristic person;
- 1.10 **“Rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 1.11 **“Sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 1.12 **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 1.13 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.14 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

PART C: INTRODUCTION, BACKGROUND AND OBJECTIVE

INTRODUCTION AND BACKGROUND

Xhariep District Municipality currently utilises an mSCOA-compliant Financial Management System to support its financial management, budgeting, reporting, revenue management, expenditure management, asset management, supply chain management and statutory reporting requirements.

The Municipality therefore invites proposals from reputable, experienced and financially sound service providers capable of providing a National Treasury-approved mSCOA-compliant Financial Management System, including software licensing, hosting, maintenance, support, upgrades, training, data migration (where required), business continuity services and related professional services for a period of three (3) years.

OBJECTIVE OF THE DOCUMENT

The objective of this bid is to appoint a service provider that will ensure the continued provision of a fully integrated, secure, reliable and mSCOA-compliant Financial Management System that supports the Municipality's operational and legislative requirements.

The successful bidder must ensure:

- Continued compliance with mSCOA regulations and National Treasury requirements.
- Compliance with the MFMA, GRAP Standards and all applicable legislation.
- Uninterrupted service delivery during transition from the current contract.
- Availability of software upgrades, security patches and support services.
- Adequate training and skills transfer to municipal officials.
- Secure management and protection of municipal data.
- Business continuity and disaster recovery capabilities.

PART D: ADVERTISEMENT

ADVERTISEMENT

TENDER NO: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION, LICENSING, HOSTING, SUPPORT, MAINTENANCE AND ENHANCEMENT OF AN mSCOA-COMPLIANT FINANCIAL MANAGEMENT SYSTEM FOR A PERIOD OF THREE (3) YEARS

Xhariep District Municipality hereby invite all reputable and capable service providers for the abovementioned tender. Tender documents and specifications are available from the date of advertisement, Supply Chain Management Office from Mondays to Thursdays during normal working hours (08H00 – 16H00) and Fridays until 15H00 upon payment of a non-refundable amount of **R550.00** per bid document. Sealed bids marked: **“Tender no: XDM/MSCOA/26/27-3 “APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION, LICENSING, HOSTING, SUPPORT, MAINTENANCE AND ENHANCEMENT OF AN mSCOA-COMPLIANT FINANCIAL MANAGEMENT SYSTEM FOR A PERIOD OF THREE (3) YEARS”** must be placed in the bid box at the reception, Xhariep District Municipality, situated at **20 Louw Street, Trompsburg, 9913**, not later than **12H00, 30 October 2026** and thereafter the bids will be opened in public at the municipal side hall. Bid(s) may be hand delivered to Xhariep District Municipality: for the attention of **Municipal Manager, Ms LY Moletsane** or **Posted to: Xhariep District Municipality, Private Bag X136, Trompsburg, 9913**, to reach us before the above-mentioned date and time. The municipality, in terms of its Supply Chain Management Policy, is under no obligation to accept late bid(s). No faxed bid documents will be accepted by the Municipality.

The following special conditions will apply and must be adhered to by all the bidders, failure to comply with the below will result in disqualification of the bid:

- Bid documents are available at non-refundable cash payment of R550.00 or alternatively can be obtainable for free on National Treasury E-tender portal.
- The 80/20 preference points system will be used for this bid.
- Functionality scoring will be applied.
- Proof of (CSD) Central Supplier Database Registration must accompany the bid document.
- Tax Compliance Status pin must be submitted.
- Proof of municipal rates and taxes not older than 90 days/lease agreement must be attached.
- No bid documents will be considered from a person in service of the state.
- Bids must be enclosed in a sealed envelope clearly stating the tender reference number.
- The general conditions of contract will be applicable to this tender.
- ***Each page of General Condition of a Contract “GCC” must be initialled by the service provider.***
- ***All CV's and other relevant documents are subjected to verification/verting.***
- MBD documents not fully completed and signed by the bidders will be rejected.
- No correction fluid will be used on the document.
- Bids received after closing **TIME** and/ or **DATE** will **NOT** be considered.
- All bids that do not comply with the above conditions will be disqualified.
- The bid with the lower/lowest price or higher/highest points may not necessarily be accepted.
- Xhariep District Municipality reserves the right not to award any contract to any bidder.
- Bids must be placed in the Xhariep District Municipality's tender box. No emailed or faxed tenders will be accepted.

Ms LY Moletsane

MUNICIPAL MANAGER

PART E: TENDER SPECIFICATIONS

PROJECT *SPECIFICATION*/TERMS OF REFERENCE

The following scope of services forms part of the service requirements and shall be provided by the successful bidder for the provision, licensing, hosting, maintenance, support and continuous enhancement of the Municipality's mSCOA-compliant Financial Management System. The purpose of these services is to ensure that the system remains fully functional, secure, efficient, compliant with legislative requirements, and capable of supporting the operational and financial management needs of Xhariep District Municipality throughout the contract period, in accordance with agreed service level standards and performance measures:

- i. Break-fix Services;
- ii. Ad-hoc services;
- iii. Software Health Checks;
- iv. software Enhancements – enhancements that result in improved performance, reliability and usability in a changing environment.
- v. Client Administrative Functions
- vi. Service Delivery Management
- vii. Document Management System
- viii. Software System Reporting
- ix. Software Documentation Upkeep
- x. Facilitation of License renewals
- xi. Contract Management
- xii. Recommend new products or add-on modules to the system to ensure that Xhariep District Municipality is functioning effectively and efficiently.
- xiii. End to End Supply Chain Management, inclusive online adjudication process
- xiv. Installing software upgrades and security patches for the systems versions as and when available by system vendor in consultation with management.
- xv. Modifications to the system where there are errors occurring during operational processing, diagnosis is performed and errors resolved accordingly (bug fixes).
- xvi. Implement interfaces with other systems that are used by Xhariep District Municipality
- xvii. Data Cleansing
- xviii. Facilitate mSCOA compliance and submissions
- xix. Attend to Xhariep District Municipality's request to functional issues encountered during the operational usage of the modules within the system remotely or through onsite visits.
- xx. Providing physical, telephone, email and remote access support throughout the contract period.
- xxi. Training of users and application administrators. Provide administrators and end-user manuals and updates to be done based on system changes.
- xxii. Detailed Work Plan comprising of methodology, Stages of Completion (i.e., Timeframes and

Due Dates) and mechanism for query resolutions and technical support.

- xxiii. Skills Transfer plan: Explain how this will be done and measured in order to ensure that municipal officials will be able to perform all the works contained in the scope of work after the conclusion of the contract.

IT INFRASTRUCTURE

The service provider will be expected to host MSCOA System on cloud of Xhariep District Municipality and hand over at the end of the contract and assist in getting the cloud. The cloud must belong to the municipality and run their system.

MSCOA AT XHARIEP SEEK TO ACHIEVE THE FOLLOWING MENTIONED BELOW:

Procurement, Suppliers Management & Accounts Payable

- i. The System should be able to manage the procurement from process requisition through to ordering from suppliers.
- ii. The system must be able to maintain a database for suppliers
- iii. The system should automate the rotation of suppliers.
- iv. The system should be able to perform a quotation and tender evaluations.
- v. The system should enable the tracing of long outstanding requisitions and purchase orders.
- vi. The system should be able to produce reports of outstanding, partially processed and fully processed orders.
- vii. The system should be able to process orders by linking supplier invoices to orders and or Goods Received Vouchers without duplicating, capturing and ensuring invoiced amounts correspond to quantities delivered.
- viii. The system should be able to integrate or interface with the municipality's supply chain management system.
- ix. The system should have a contract management module that tracks and ensures all supplier queries are recorded, tracked and resolved timeously.
- x. The system should be able to produce a detailed transaction listing with all suppliers.
- xi. The system should be able to produce a supplier age analysis
- xii. The system should produce a supplier age analysis as requested by treasury (AC) Monthly.
- xiii. The system should do automatic payments of suppliers, through Electronic Funds Transfers to link with the municipal's Banking Account for online payments.

- xiv. The system should be able to make Suppliers Remittance Advises.
- xv. System should automatically delete Purchase Orders if no commitment is made by the time of the expiry of quotations

Budget Control

- i The system should be able to control the budget so that the budget is not exceeded right at the point of approving purchase order or purchase orders.
- ii The system should allow for the revision of the budget to cater for an adjustment budget.
- iii The system should at any time be able to give budget reports indicating variances between budget and expenditure.
- iv The system should be able to show budget per vote considering outstanding purchase orders at time of ordering.
- v The system should be able to monitor budgets per project in addition to general ledger budget.
- vi System should allow for paperless approvals
- vii System should allow for access off-side (cloud)
- viii System should be able to allow budgeting, transacting and reporting on 7 segments of Mscoa
- ix System should allow extracting of data strings
- x System should creation of account numbers
- xi System should allow the capturing of the annual budget and adjustments
- xii Budget Module be part of the financial system

General Ledger

- i. The system should conform to the Standard Chart of Account.
- ii. The system should be able to produce a general ledger and trial balance for all the votes (consolidated) or for a function/sub function.
- iii. Full audit trails at transaction level, should be shown when required system or reports should show how posted transactions into ledger, date and time.
- iv. The system should allow for full segregation of duties between originated entries and posting them to them as well as just viewing the transactions.
- v. The system should allow for enquiry at general ledger account level
- vi. The system should be able to produce a statement of financial performance as per GRAP1 and Treasury reporting requirements.
- vii. The system should be able to produce a statement of financial position per GRAP1 and as required by Treasury.

Cash book and Bank Reconciliation

- i. The system should permit multiple cash books for all the municipality's bank accounts, petty cash float and investment accounts.
- ii. The system should allow for the import of electronic bank statement.
- iii. The system should be able to process bank reconciliations and print out bank reconciliations from the system.
- iv. The system should be able to do automatic bank reconciliations where there is an electronic bank statement.
- v. The system should be able to produce cash books per bank account. Petty cash floats

call and fixed deposit amounts.

- vi. The system should be able to produce an investment register.

Account Receivable and Billing

- i. The system should have a full billing module.
- ii. The system should be able to manage all the municipality's receivables, from billing, invoicing, to credit control.
- iii. The municipality should be able to send monthly statements to customers/staff/debtors
- iv. The system should be able to send SMS's and emails to customers for amounts billed and/or outstanding amounts.
- v. The system should be able to calculate interest automatically as per the Municipality policy.
- vi. The system should produce an ageing report as per MFMA

Asset Management

- i. The system should manage assets and produce all reports as required by GRAP13, 16, 17, 100 & 102.
- ii. Systems should be able to accommodate and account for asset additions, disposal, revaluations, impairments, review of useful lives, depreciation, residual values, funding sources etc.
- iii. Full tracking of asset movement, conditions or any incidents relating to a particular asset.
- iv. The system should perform or allow for automatic reconciliation.
- v. The system should provide scanning of barcodes directly to the Asset Module

Inventory management

- i. The system should manage inventory requisitions and purchases from suppliers.
- ii. The system should be able to track inventory movements.
- iii. The system should be able to support multiple inventory locations.
- iv. The system should cater for inventory counts.

Work in progress accounting

- i. The system and asset register should track accounting for each job/asset under construction and transfer these to assets on completion.

Grant account

- i. The system should be able to account for grant according to GRAP standard on accounting for revenue from non-exchange transactions and be able to produce grant reports / registers showing the following:
 - Grant opening received, expenditure received, expenditure per grant, balance unrealized grant
 - Grant register

Payroll and Human Resources Management

- i. The payroll system should be fully-fledged
- ii. The system should be able to interface with the payroll system

- iii. System must integrate HR and Payroll activities seamlessly
- iv. System should allow for leave management in a self-service manner (ESS).
- v. System should be able to reconcile the leave
- vi. The system to adhere to all tax changes within the required timeframe
- vii. The system should allow the following activities to be actioned; leave, job costing, reporting, security, data extraction, job and position management, performance management, Employee Management, Employment Equity, Skills and Learning, Infoslips, and SMART Reporting.

MFMA Section 71 & 72, Treasury Budget Returns

- i. The system should automate the production of all MFMA and treasury reports without requiring these reports to be recaptured.
- ii. No manual report

Annual Financial Statements

- i. The system should produce credible information to be used for annual financial statements and reports

Data Migration

- i. All master data and balances have to be migrated from existing systems and where necessary / practical transactions have to be migrated as well.

Training

- i. All users should receive training as well as hands-on practical experience to function independently of the system provider
- ii. Training should clearly link the system usage for the municipality and GRAP accounting.

Monthly support

- i. The service provider should be in a position to sign a service level agreement with the municipality to render support as and when required and perhaps at fixed monthly intervals to ensure system and GRAP accounting is performed in an appropriate manner.
- ii. Automated system reconciliations on Section 71 reports:
 - Data strings to Trial Balance reconciliations
 - Cash flow to bank vote.
 - C schedule to Income Statement.
 - C schedule to Balance Sheet.
 - Assistance with Treasury queries.

Information Technology

- i. The system must be compliant with the municipal IT Security Policy particularly the Password Policy in terms of:
- ii. Password strength: Password must be six (6) characters and above

- iii. Password must contain letters, numbers and special characters
- iv. After three (3) failed attempts the system log user out and password reset must be required
- v. System must hibernate and require password if the user is not active for more than 3 minutes
- vi. The system must allow the user to recreate the password every month, and must recognize the previous password that was used to avoid repeating the same password.

PART F: DELIVERABLES AND SPECIAL NOTES

DELIVERABLES

The successful bidder to submit a comprehensive project schedule that clearly indicates the deliverable milestones, cost, timeframes, delivery date and progress report and a detailed pricing schedule as per the scope of work

In addition to the above, the bidders must submit an implementation plan and stated milestones.

SPECIAL NOTES

The service provider should be aware that National Treasury intends to promulgate regulations relating to the minimum business processes and functionality which will become a future requirement and that the service provider undertakes to provide at a reasonable agreed cost to adhere to the said requirements

The data related to full functionality remains the property of the Municipality.

By submitting documents to this bid, the bidder gives consent to the Municipality to subject submitted documents for vetting in terms of POPI Act,

PART G: FUNCTIONALITY CRITERIA

The following will be the evaluation criteria for functionality:

Values: 1-5 (weight will be multiplied by value to determine the score)

1= poor 2= average 3= good 4= very good 5= excellent

FUNCTIONALITY: PHASE 1

Criteria	Sub-criteria	Points	Points Allocated
Relevant project experience of mSCOA implementation within Local Government: (Please attach copy(ies) of appointment letter(s))	- One letter - Two Letters - Three Letters - Four Letters - Five Letters	40	1 2 3 4 5
Reference letters signed from different organisations that have appointed the service provider for mSCOA.	- One (1) reference letter - Two (2) reference letters - Three (3) and above	20	1 2 5
Quality Management Systems (To qualify for points the service provider must submit a certificate)	Provide certificate of International Organization of Standardization (ISO) or South African Bureau of Standards (SABS) Quality Management Systems - Submission of accreditation - Non-submission of accreditation	10	5 1
Methodology/Implementation plan with clear milestones, deliverables, time frames and with proper costing as well as skills transfer plan throughout the project period	- If attached but fails to meet the stated requirements - If attached and meets all the stated requirements	20	1 5
Experience of bidder's Lead Consultant, Software Developer and Project Manager that will be assigned to the contract: The bidder must attach Curriculum Vitae (CV) and a degree in Accounting or relevant qualifications for the Lead	The Curriculum Vitae (CV) and relevant qualifications will be used for allocation of points as follow: Submission of CV and	10	

PART H: MUNICIPAL BIDDING DOCUMENTS (MBD's)

MBD 1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE XHARIEP DISTRICT MUNICIPALITY					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD1).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT			
CONTACT PERSON			
TELEPHONE NUMBER			
E-MAIL ADDRESS			

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:										
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.										
2. TAX COMPLIANCE REQUIREMENTS										
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.										
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> </table> 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.	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
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3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO									

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

DATE:

.....

PRICING SCHEDULE – FIRM PRICES

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

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

Name of Bidder.....Bid Number.....

Closing Time Closing Date

OFFER TO BE VALID FOR...90.....DAYS FROM THE CLOSING DATE OF BID.

DETAILED PRICING SCHEDULE – PROVISION OF AN MSCOA COMPLIANT FINANCIAL SYSTEM (36 MONTHS)

Bidder Name: _____

Item	Description	Unit	Qty	Unit Price (Excl. VAT)	Total Price (Excl. VAT)
1	Project Initiation and Planning	Once-off	1		
2	Installation and Configuration of mSCOA Financial System	Once-off	1		
3	Data Migration and Data Cleansing	Once-off	1		
4	Integration with Existing Municipal Systems	Once-off	1		
5	Supply Chain Management Module	Once-off	1		
6	Budgeting Module	Once-off	1		
7	General Ledger Module	Once-off	1		
8	Cashbook and Bank Reconciliation Module	Once-off	1		
9	Accounts Receivable and Billing Module	Once-off	1		

Item	Description	Unit	Qty	Unit Price (Excl. VAT)	Total Price (Excl. VAT)
10	Asset Management Module	Once-off	1		
11	Inventory Management Module	Once-off	1		
12	Grant Management Module	Once-off	1		
13	Payroll and Human Resources Module	Once-off	1		
14	MFMA Section 71 & 72 Reporting Functionality	Once-off	1		
15	Annual Financial Statements Reporting Functionality	Once-off	1		
16	Document Management System	Once-off	1		
17	Cloud Hosting Setup and Configuration	Once-off	1		
18	User and Administrator Training	Once-off	1		
19	Skills Transfer Programme	Once-off	1		
20	User Manuals and Documentation	Once-off	1		

Recurring Costs (36 Months)

Item	Description	Period	Qty	Monthly Price	Total Price
21	Software Licensing Fees	36 Months	36		
22	Cloud Hosting Services	36 Months	36		
23	System Maintenance and Support	36 Months	36		
24	Help Desk and Remote Support	36 Months	36		
25	On-Site Technical Support Visits	36 Months	36		
26	Software Enhancements and Updates	36 Months	36		
27	Security Patches and Version Upgrades	36	36		

Item	Description	Period	Qty	Monthly Price	Total Price
		Months			
28	Treasury Reporting and mSCOA Compliance Support	36 Months	36		
29	Contract Management and SLA Management	36 Months	36		

Optional Professional Services

Item	Description	Unit	Rate
30	Additional Consultant Support	Per Hour	
31	Additional Training	Per Day	
32	Additional Development/Customization	Per Hour	
33	Additional On-Site Support	Per Day	

PRICE SUMMARY

Description	Amount (R)
Implementation Costs	
Software Licensing (36 Months)	
Cloud Hosting (36 Months)	
Maintenance & Support (36 Months)	
Training & Skills Transfer	
Optional Services (if applicable)	
Subtotal (Excl. VAT)	
VAT (15%)	
TOTAL BID PRICE (Incl. VAT)	

- Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
*Delivery: Firm/Not firm
 - Delivery basis
- Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

DECLARATION OF INTREST

Company Name	
---------------------	--

1. No bid will be accepted form persons in the service of the state¹.
2. Any person, having a kinship with person in the service of the state, including a blood relationship, may make an offer or offers of this invitation of bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to person connected with or related to person in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid**

3.1 Full Name_____

3.2 Identity Number_____

3.3 Position Occupied in the Company (director, trustee, shareholder²_____

3.4 Company Registration Number_____

3.5 Tax Reference Number_____

3.6 VAT Registration Number_____

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

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

(a) a member of –

(i) any municipal council;

(ii) any provincial legislature; or

(iii) the national Assembly or the national Council of provinces;

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

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

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

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

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

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

Item Nr	Question	Yes	No
3.8	Are you presently in the service of the state?		
3.8.1	If yes; furnish particulars		
3.9	Have you been in the service of the state in the for the past twelve months		
3.9.1	If yes; furnish particulars		
3.10	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?		
3.10.1	If yes; furnish particulars		
3.11	Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?		
3.11.1	If yes; furnish particulars		
3.12	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?		
3.12.1	If yes; furnish particulars		
3.13	Are any spouse, child or parent of the company's directors, trustees, managers, principal shareholders or stakeholders, in service of the state?		
3.13.1	If yes; furnish particulars		
3.14	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.		
3.14.1	If yes; furnish particulars		

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

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, THE UNDERSIGNED (NAME)

_____ (DIRECTOR /SHAREHOLDER
MEMBER/TRUSTEE)

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

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

Signature

Date

Capacity

Name of bidder

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

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

- 1 Are you by law required to prepare annual financial statements for auditing?
 - 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

 - 2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?
 - 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.
 - 2.2 If yes, provide particulars.

- * Delete if not applicable
- *YES / NO**
- 3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?
 - 3.1 If yes, furnish particulars

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

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

POINTS ALLOCATION FOR SPECIFIC GOALS WILL BE AS FOLLOWS:

No	Element	Maximum Points	Means of Verification
1	Women Owned	10	Identity document
2	Black Owned	10	Identity document
	Total Points	20	

- To claim points on specific goal, the service providers should attach the relevant supporting documents.
- The points claimed should match the appropriate row within each of the specific goals claimed.
- The level of points is shown in **Table 1** below.

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

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

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

No	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)	
1	<i>Women Owned (Identity document or Company Registration or Share Certificate)</i>	<i>(Maximum claimable)</i>	Please select ONLY one
	<i>81-100% Black Owned</i>	<i>10</i>	
	<i>51- 80% Black Owned</i>	<i>8</i>	
	<i>01- 50% Black Owned</i>	<i>6</i>	
	<i>0% Black Owned</i>	<i>0</i>	
2	<i>Black Owned (Identity document or Company Registration or Share Certificate)</i>		
	<i>81-100% Black Owned</i>	<i>10</i>	
	<i>51- 80% Black Owned</i>	<i>8</i>	
	<i>01- 50% Black Owned</i>	<i>6</i>	
	<i>0% Black Owned</i>	<i>0</i>	
	Total of specific goals	<i>20</i>	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, *viz*
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I.....in my capacity
as.....

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1

2

DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of

that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

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

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

Signature	Date
Position	Name of Bidder

PART I: GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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 incorporate by reference therein.

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

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

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

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

1.7 “Day” means calendar day.

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

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

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order,

the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

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

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

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

1.14 "GCC" means the General Conditions of Contract.

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

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

- 1.17 “Local content” means that portion of the tender price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in tender documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 “Tort” means in breach of contract.
- 1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all Tenders, contracts and orders including Tenders for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the tender documents.

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information inspection

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

employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

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

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

6. Patent Rights

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

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

7. Performance security

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

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

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

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

24. Antidumping and countervailing duties and rights

24.1 When, after the date of Tender, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or antidumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any

such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

28. Limitation of Liability

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

28.2 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

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

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a Tender 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 Tender or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

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

32. Taxes and duties

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

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

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

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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restricted practices

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

35.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may

refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No. 89 of 1998.

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