



TENDER 06/2026

NAMAKWA DISTRICT MUNICIPALITY

**PROCUREMENT OF AN ELECTRONIC RECORDS MANAGEMENT, CONTRACT
MANAGEMENT, LAND USE MANAGEMENT, AND CUSTOMER COMPLAINT
MANAGEMENT SYSTEM FOR A PERIOD OF 12 MONTHS**

.....
NAME OF SERVICE PROVIDER

ADDRESS:

.....

TEL:

FAX:

**Mr. SC Adams
Municipal Manager
Private Bag X20
Van Riebeeck Street
SPRINGBOK, 8240**

**TEL: 027 712 8000
FAX: 027 712 8040**

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Private Bag X20
SPRINGBOK
8240

www.namakwa-dm.gov.za
info@namakwa-dm.gov.za
027 712 8000
027 712 8040

Verwysing/Reference 8.1.3.

Navrae/Enquiries Mr G Cloete

TENDER 06/2026

PROCUREMENT OF AN ELECTRONIC RECORDS MANAGEMENT, CONTRACT MANAGEMENT, LAND USE MANAGEMENT, AND CUSTOMER COMPLAINT MANAGEMENT SYSTEM FOR A PERIOD OF 12 MONTHS

Tender documents are available during business hours as of **Monday, 02 March 2026** from the Supply Chain office (Mr. C Osborne) Namakwa District Municipality, Van Riebeeck Street, Springbok or it can be downloaded from the Municipal website www.namakwa-dm.gov.za or it can be downloaded from **e-tender portal**.

The sealed tenders clearly marked: **TENDER 06/2026: PROCUREMENT OF AN ELECTRONIC RECORDS MANAGEMENT, CONTRACT MANAGEMENT, LAND USE MANAGEMENT, AND CUSTOMER COMPLAINT MANAGEMENT SYSTEM** placed in the tender box at the Namakwa District Municipal office, Van Riebeeck Street, Springbok on or before **07 April 2026 at 12:00**.

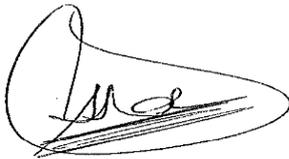
THE FOLLOWING CONDITIONS WILL APPLY:

- Price(s) quoted must be valid for at least ninety (90) days from the quotation closing date.
- Price(s) quoted must be firm and must be inclusive of VAT.
- **This quotation will be evaluated in terms of the 80/20 preference point system as prescribed in The Preferential Procurement Policy of the Namakwa District Municipality.**
- **The original MBD1, MBD4, MBD6.1, MBD7.2, MBD8 & MBD 9 forms must be completed and submitted together with your quotation if it is in excess of R 10 000.**
- **The municipality may request the audited annual financial statements of potential service providers to verify information submitted.**
- **A valid tax compliance pin number on an official document of SARS in order for the municipality to verify tax compliance, must accompany all quotations.**
- **The lowest or only quotation will not necessarily be accepted.**
- **Potential service providers must be registered on the Central Supplier Database.**
- **Potential service providers who were found guilty of fraud or corruption or who willfully neglected renege on or failed to comply with any government, municipal or other public sector contract during the past five years, will be excluded from this process.**

- Potential service providers (or any of the directors) whose municipal rates and taxes or municipal services charges are in arrears for three months, at the municipality or any other municipality or entity, might be excluded from this process. **Please submit a municipal account (not older than 3 (three) months) as proof of payment with your bid . If the bidder is not responsible for municipal rates,a Sworn Affidavit must be submitted which indicate the reasons why a municipal account cannot be submitted and or a Lease Agreement.**
- No late, faxed or e-mailed bid s will be accepted.
- Potential service providers may be subject to security screening.
NB: No bids will be considered from persons in the service of the state.

The Municipality reserves the right to cancel or withdraw the request for tenders at anytime without prior notice.

Yours faithfully



25/02/2026

S ADAMS
MUNICIPAL MANAGER

DATE

T1.1 TENDER DATA

This table provides generic tender data which shall be used in all procurement conducted in accordance with the provisions of this standard.

Table E.1

Sub Clause	Description
	<p>The tender data are standard conditions of tender as contained in Annex F of SANS 294:2004</p> <p>The standard conditions of tender for procurements make several references to the tender data. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard condition of tender.</p> <p>Each item of data given below is cross-referenced to the sub clause in the standard conditions of tender to which it mainly applies.</p>
F.1.1	The employer is Namakwa District Municipality
F.1.2	<p>The tender documents issued by the employer comprise:</p> <p>TENDER PROCÉDURES</p> <p>Part T1: Tender Procédures</p> <p>T1.1 Tender Notice and Invitation to Quotation</p> <p>T1.2 Tender Data</p> <p>Part T2: Returnable Documents</p> <p>T2.1 List of Returnable Documents</p> <p>T2.2 Returnable Schedules</p> <p>CONTRACT</p> <p>Part C1: Agreement and Contract Data</p> <p>C1.2 Contract Data</p> <p>MBD 7.2 Formal Contract (If and when the municipality makes use of the services offered by the service providers)</p> <p>Part C2: Pricing data</p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Activity Schedule</p> <p>Part C3: Scope of Works</p> <p>C3.1 Description of works</p>
F 1.4	<p>THE EMPLOYER'S AGENT IS:</p> <p>Name: NAMAKWA DISTRICT MUNICIPALITY</p> <p>Address: VAN RIEBEECK STREET, PRIVATE BAG X 20, SPRINGBOK,8240</p> <p>Tel: (027) 712 8000 Fax: (027) 712 8040.....</p> <p>E-mail: chaldono@namakwa-dm.gov.za</p>
	<p>The employer's address for delivery of tenders is:</p> <p>Location of tender box: NAMAKWA DISTRICT MUNICIPALITY.....</p> <p>Physical address:VAN RIEBEECK STREET.....</p> <p style="text-align: center;">SPRINGBOK.....</p> <p>Identification details: TENDER 06/2026: PROCUREMENT OF AN ELECTRONIC RECORDS MANAGEMENT, CONTRACT MANAGEMENT, LAND USE MANAGEMENT, AND CUSTOMER COMPLAINT MANAGEMENT SYSTEM FOR A PERIOD OF 12 MONTHS</p>
F2.1	<p>Only those service providers who satisfy the following eligibility criteria are eligible to submit quotations:</p> <ul style="list-style-type: none"> • Directors of the service provider must not be in service of the state. • Service provider must not have been found guilty of fraud or corruption during the past 5 years. • Service provider must not have willfully neglected, reneged on or failed to comply with any government contract during the past 5 years. • Must be registered on the CSD database. • The service provider's tax matters must be in order with SARS. • The service provider's municipal bill must be paid up or payment arrangement must be in place with the local municipality
F.2.15	The closing time for submission of tenders are: 07 April 2026 at 12H00

F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed quotations will not be accepted. Electronic signatures will not be accepted on any returnable document, any document signed electronically will be regarded by the employer as non-responsive														
F.2.16	The quotation validity period is 90 days .														
F.2.23	<p>The following certificates are to be provided:</p> <ul style="list-style-type: none"> • SARS tax compliance pin number [In the event that a bidder submit a hard copy of the tax clearance certificate, the CSD verification as well as SARS e-filing verification outcome will take precedence. At award the, the successful bidder must be tax compliant on CSD and/ or SARS e-filing] • Municipal Bill (not older than three months) • CSD Registration Form 														
	All bids will be evaluated to determine compliance with requirements and conditions of the bid documents and terms of reference. Bidders not complying with the requirements/conditions of the bid documents and terms of reference will be eliminated from the evaluation process and therefore will not be short listed.														
	<p>Evaluation Criteria Bids will be evaluated in terms of the The Preferential Procurement Policy of the Namakwa District Municipality. Methods: ...4..... (Financial Offer, Preferences and Quality/Functionality).</p> <p>The financial offer will be scored using Formula 2 of table 4 (SANS 294:2004) where the value of W1 is:</p> <ul style="list-style-type: none"> - 80 where the financial value inclusive of VAT of one or more responsive quotations equals or is less than R 50 000 000-00. <p>Up to 20 evaluation points, based on 20 points used for the following specific goals as listed in the table below as per The Preferential Procurement Policy of the Namakwa District Municipality.</p> <table border="1" data-bbox="359 913 1273 1171"> <thead> <tr> <th>Specific Goals</th> <th>Point Allocation</th> </tr> </thead> <tbody> <tr> <td>Youth</td> <td>3</td> </tr> <tr> <td>Woman</td> <td>5</td> </tr> <tr> <td>Disabled</td> <td>2</td> </tr> <tr> <td>Black</td> <td>5</td> </tr> <tr> <td>Within borders of Namakwa District Municipality</td> <td>3</td> </tr> <tr> <td>Within borders of Northern Cape</td> <td>2</td> </tr> </tbody> </table>	Specific Goals	Point Allocation	Youth	3	Woman	5	Disabled	2	Black	5	Within borders of Namakwa District Municipality	3	Within borders of Northern Cape	2
Specific Goals	Point Allocation														
Youth	3														
Woman	5														
Disabled	2														
Black	5														
Within borders of Namakwa District Municipality	3														
Within borders of Northern Cape	2														
	Tenders will be pre-evaluated in terms of the under-mentioned. Bidders that do not score at least 75 points on the functionality criteria will be deemed not responsive, and only those bidders who score more than 75 out of 100 points will be evaluated further under the 80/20 preference points system.														
	The functionality criteria and maximum score in respect of each criteria are as follows:														

No	Description	Minimum specification of system	Comply with requirements Mark with(x)	Does not comply with requirements Mark with(x)	Page reference
1	Electronic Records, Documents, and Workflow System	<p>Proof of concept / Evidence of successful implementation in a Municipal Environment</p> <p>Please attach reference letters of Municipalities – 3 Letters (Maximum 25 points)</p> <p>3 Letters = 25 Points 2 Letters = 15 Points 1 Letter = 10 Points</p>			

1.1	Provincial & National Archive Compliance	<ul style="list-style-type: none"> Ensures proper creation, management, maintenance, preservation and disposal of records. 			
		<ul style="list-style-type: none"> Supports all requirements for records classification, metadata standards, security controls, retention schedules, and disposal authorization. 			
		<ul style="list-style-type: none"> Complies with provincial directives on records appraisal, access controls, transfer procedures, and management of electronic records. 			
1.2	Correspondence management	<ul style="list-style-type: none"> Centralized registration of incoming and outgoing correspondence. 			
		<ul style="list-style-type: none"> Automatic date stamping, reference number allocation, and tracking. 			
		<ul style="list-style-type: none"> Full audit trail showing movement, actions, and approvals. 			
		<ul style="list-style-type: none"> Workflow routing for escalations, feedback, and response deadlines. 			
		<ul style="list-style-type: none"> Integration with municipal departmental structures and office registers. 			
1.3	Records management	<ul style="list-style-type: none"> Electronic management of records of enduring value. 			
		<ul style="list-style-type: none"> Record metadata required by National Archives (creator, date, retention category, etc.). 			
		<ul style="list-style-type: none"> Full life-cycle management: creation → active use → semi-active storage → disposal/archiving. 			
		<ul style="list-style-type: none"> Secure, role-based access aligned with Archives prescriptions. 			
		<ul style="list-style-type: none"> Retention scheduling aligned to the Municipal Records Retention Schedule. 			
1.4	File plan management	<ul style="list-style-type: none"> Fully integrated Municipal File Plan based on National Archives File Plan guidelines. 			

		<ul style="list-style-type: none"> • Hierarchical classification system aligned to municipal functions, sub-functions and activities. 			
		<ul style="list-style-type: none"> • Electronic application of file codes to all correspondence and records. 			
		<ul style="list-style-type: none"> • Enforcement of naming standards and classification rules. 			
		<ul style="list-style-type: none"> • Automatic linking of records to the relevant file plan category and retention class. 			
2	Contract Management System	<p>Proof of concept / Evidence of successful implementation in a Municipal Environment</p> <p>Please attach reference letters of Municipalities – 3 Letters (Maximum 25 points)</p> <p>3 Letters = 25 Points 2 Letters = 15 Points 1 Letter = 10 Points</p>			
2.1	Centralized repository (Cloud Based)	<ul style="list-style-type: none"> • The CMS includes a single consolidated database where all contract versions, amendments, attachments, and metadata are stored and managed in one location. • Role-based access controls ensure granular permissions (e.g., by department, contract type, or user group). • The repository supports advanced search functions (full-text, metadata filters, expiry dates, contractor name). • Audit logs document every user activity—upload, edit, approval—demonstrating full traceability. • The system supports file integrity checks and version locking to prevent unauthorized modifications. • System outputs (repository screen, search filters, user access settings) can be appended as annexures to prove functionality. 			

2.2	Data Analysis	<ul style="list-style-type: none"> Built-in analytics dashboard displays KPIs such as contract value distribution, renewal cycles, vendor performance, SLA compliance, and spend by category. 			
		<ul style="list-style-type: none"> The system automatically extracts key metadata fields—expiry date, contractor name, department, value, status—to feed data visualizations. 			
		<ul style="list-style-type: none"> Users can generate ad-hoc analytical views through drag-and-drop reporting fields. 			
		<ul style="list-style-type: none"> Export options (CSV, PDF, Excel) provide verifiable outputs for audits and reporting. 			
		<ul style="list-style-type: none"> Example dashboards (included as Annexure) demonstrate the system’s ability to generate visual insights (charts, graphs, compliance percentages). 			
2.3	Reporting & Compliance	<ul style="list-style-type: none"> Users can generate standard reports such as: <ul style="list-style-type: none"> expiring contracts overdue approvals vendor performance contract values by department compliance breaches Generate contract registers 			
		<ul style="list-style-type: none"> Reports can be scheduled for automated delivery to stakeholders (daily, weekly, monthly). 			
		<ul style="list-style-type: none"> Reports support multi-format export (PDF, Excel, CSV). 			
		<ul style="list-style-type: none"> The system offers audit-ready reports that include user activity, signature logs, and version tracking. 			
		<ul style="list-style-type: none"> Sample reports can be submitted as annexures to verify capability. 			

2.4	Automated Workflow	<ul style="list-style-type: none"> The workflow engine supports multi-stage approvals, conditional routing, parallel reviews, and automated escalation rules. 			
		<ul style="list-style-type: none"> Automated alerts/reminders are triggered for key stages (e.g., approval pending, signature required, contract nearing expiry). 			
		<ul style="list-style-type: none"> Workflow templates can be customized by role, contract type, or organizational structure. 			
		<ul style="list-style-type: none"> The system records a full audit trail showing timestamps, user actions, approval decisions, and workflow history. Demonstrations via workflow maps (approval flow, escalation) 			
		<ul style="list-style-type: none"> E-mail examples, audit trail pages) can be included. 			
3	Customer Complaint Management System	<p>Proof of concept / Evidence of successful implementation in a Municipal Environment</p> <p>Please attach reference letters of Municipalities – 3 Letters (Maximum 25 points) 3 Letters = 25 Points 2 Letters = 15 Points 1 Letter = 10 Points</p>			
3.1	Record complaint	All customer complaints are entered into our CCMS using a standardised intake form that captures:			
		<ul style="list-style-type: none"> Customer details 			
		<ul style="list-style-type: none"> Date/time received 			
		<ul style="list-style-type: none"> Complaint category and severity 			
		<ul style="list-style-type: none"> Description 			
		<ul style="list-style-type: none"> Supporting images/documents 			
		<ul style="list-style-type: none"> Staff member responsible <p>Complaints may be logged by phone, email, online form, or in person. Each complaint is assigned a unique reference number for tracking.</p>			
3.2		<ul style="list-style-type: none"> Received 			
		<ul style="list-style-type: none"> Acknowledged 			

	Status and progress of the complaint	<ul style="list-style-type: none"> • Under Investigation • Action Taken / Resolution • Proposed • Closed • Customer Follow-Up Completed 			
3.3	Report, resolve and analyse the complaint	<ul style="list-style-type: none"> • Investigation notes • Corrective actions • Customer communication logs • Final resolution outcome • Customer satisfaction follow-up 			
4	Land use management system	<p>Proof of concept / Evidence of successful implementation in a Municipal Environment</p> <p>Please attach reference letters of Municipalities – 3 Letters (Maximum 25 points) 3 Letters = 25 Points 2 Letters = 15 Points 1 Letter = 10 Points</p>			
4.1	Management of land use system	Land use management system which can store, manage, analyse, edit, output, and visualize geographical and spatial data of Namakwa District Municipality; System must include integration of Building Plan Management, Land-&Infrastructure Management.			
	Company Experience / Portfolio	Detailed description of previous Land use management system projects managed, including scope, systems supported (e.g., ArcGIS, QGIS, GeoServer), duration, and outcomes.			
	Client Reference Letters	At least 2–3 reference letters confirming successful Land use management system; must include contact details, dates, and performance.			
	Team CVs & Qualifications	CVs of Land use management system administrators, Land use management system managers, and support staff with relevant qualifications (e.g., Land use management degree/certification).			
	Methodology / Approach	A documented system management approach (system monitoring, maintenance plans, backups, security, data governance)			

	Software Licenses (if required)	Proof of ownership or partnership with GIS software vendors (if proprietary software is used).			
4.2	Analysing of land use management system data	Sample Analytical Reports			
	Portfolio of Maps/Models	Maps, dashboards, statistical outputs, or models used in analysis.			
	Methodology for Data Analysis	Step-by-step explanation of data processing, QA/QC, spatial analysis workflows, tools used (ArcGIS, QGIS, Python, etc.).			
	Qualifications of Analysts	CVs and certificates for GIS analysts/data scientists demonstrating competency.			
	Case Studies	Written case studies showing the problem, analysis performed, and results.			
4.3	High pixel, high resolution, full colour, up-to-date (most recent) map production	Capability to produce high-resolution, recent, and professionally formatted maps.			
	Sample Maps	Provide 5–10 sample maps demonstrating resolutions (e.g., 300 dpi or higher), clarity, and professional cartography.			
	Metadata for Each Map	Must show date of creation, projection, data source, and update cycle (to confirm “most recent” data use).			
	Demonstration of Tools	List of tools/software used for high-resolution map production (ArcGIS Pro, QGIS, Illustrator, etc.).			
	Data Currency Proof	Proof that the bidder can access or produce current imagery (e.g., satellite provider agreements, aerial capture reports)			
4.4	Offline usage	Technical Specifications Documentation showing that the system or app supports offline maps, offline editing, and later synchronization.			
		Demonstration Screenshots / Video Screenshots or demonstration of an offline GIS workflow (e.g., ArcGIS Field Maps Offline, Q-Field, custom offline solutions).			

		<p>Case Studies / Past Projects</p> <p>Proof of having deployed offline GIS tools in previous projects</p>			
		<p>Hardware/Software Requirements</p> <p>List of devices, storage requirements, and supported file formats for offline usage.</p>			

T2: RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the quotation. Whilst many of the returnable's are required for the purpose of evaluating the quote, some will form part of the subsequent contract, as they form the basis of the offer. For this reason, it is very important that service providers return all information requested. **All documents must be completed and signed by the duly authorised representative of the prospective bidder.** A bidder's response will be evaluated based on compliance with the listed administration and mandatory bid requirements. **A bidder's proposal will be disqualified for non-submission of any of the documents as indicated below**

T2.1 LIST OF RETURNABLE DOCUMENTS

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES *(Included hereafter for completion)*

MBD1	: Invitation to bid and standard and conditions of bidding
MBD 3.1	: Pricing Schedule
MBD 4	: Declaration of Interest
MBD 6. 1	: Preference Points Claim Form - in terms of The Preferential Procurement Policy of the Namakwa District Municipality.
MBD 7.2.	: Contract Form- Rendering of Services
MBD 8	: Declaration of Bidders past Supply Chain Management Practices
MBD 9	: Certificate of Independent Bid Determination

T2.2 LIST OF RETURNABLE SCHEDULES

2. RETURNABLE SCHEDULES FOR TENDER EVALUATION PURPOSES *(to be attached with submission)*

Schedule 1A:	Tax Compliance pin number
Schedule 1B:	Municipal Bill (copy) (not older than 3 months)
Schedule 1C:	Supporting annexures for Specific Goals listed below as stated in MBD 6.1
Schedule 1D:	Proof of CSD Registration
Schedule 1E:	All relevant documentation for evaluation of quality/functionality

TENDER 06/2026

NAMAKWA DISTRICT MUNICIPALITY

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MANAGEMENT, LAND USE MANAGEMENT, AND CUSTOMER COMPLAINT
MANAGEMENT SYSTEM FOR A PERIOD OF 12 MONTHS**

MBD 1: INVITATION TO BID AND STANDARD AND CONDITIONS OF BIDDING



NAMAKWA DISTRICT MUNICIPALITY

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NAMAKWA DISTRICT MUNICIPALITY					
BID NUMBER:	TENDER 06/2026	CLOSING DATE:	07 April 2026	CLOSING TIME:	12H00
DESCRIPTION	PROCUREMENT OF AN ELECTRONIC RECORDS MANAGEMENT, CONTRACT MANAGEMENT, LAND USE MANAGEMENT, AND CUSTOMER COMPLAINT MANAGEMENT SYSTEM FOR A PERIOD OF 12 MONTHS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT (STREET ADDRESS)					
NAMAKWA DISTRICT MUNICIPALITY					
VAN RIEBEECK STREET					
SPRINGBOK					
8240					
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 /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	FINANCE		CONTACT PERSON	Gareth Cloete	
CONTACT PERSON	Chaldon Osborne		TELEPHONE NUMBER	027 712 8000	
TELEPHONE NUMBER	0277128000		FACSIMILE NUMBER		
FACSIMILE NUMBER	0277128041		E-MAIL ADDRESS	garyc@namakwa-dm.gov.za	
E-MAIL ADDRESS	chaldono@namakwa-dm.gov.za				

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

TENDER 06/2026

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MBD 4: DECLARATION OF INTEREST

MBD 4: DECLARATION OF INTEREST



NAMAKWA DISTRICT MUNICIPALITY

MBD 4

DECLARATION OF INTEREST

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

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

TENDER 06/2026

NAMAKWA DISTRICT MUNICIPALITY

**PROCUREMENT OF AN ELECTRONIC RECORDS MANAGEMENT, CONTRACT
MANAGEMENT, LAND USE MANAGEMENT, AND CUSTOMER COMPLAINT
MANAGEMENT SYSTEM FOR A PERIOD OF 12 MONTHS**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 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 specific goals.

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

1. GENERAL CONDITIONS

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

- 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 applicable preference point system for this bid is the 80/20 preference point system.

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

- (a) Price
- (b) Youth
- (c) Woman
- (d) Disabled
- (e) Black
- (f) Within borders of Namakwa District Municipality
- (g) Within borders of Northern Cape

1.4

The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
YOUTH	3
WOMAN	5
DISABLED	2
BLACK	5
WITHIN BORDERS OF NAMAKWA DISTRICT MUNICIPALITY	3
WITHIN BORDERS OF NORTHERN CAPE	2
TOTAL POINTS FOR PRICE, PREFERENCE POINTS	100

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:

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

Where

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

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 the **Specific Goals** stated in the bid. For the purposes of this bid the bid er 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 bid:
- 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 bid documents, stipulate in the case of—
 - (a) an invitation for bid for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable bid will be used to determine the applicable preference point system; or
 - (b) any other invitation for bid, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable bid will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated **Specific Goals** for both the 90/10 and 80/20 preference point system.

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

Note to bidders: The bid er must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this bid	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the bidder)	Number of points claimed (80/20 system) (To be completed by the bidder)
Youth	1	3		
Woman	2	5		
Disabled	2	2		
Black	2	5		
Within borders of Namakwa District Municipality	2	3		
Within borders of Northern Cape	1	2		

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 bid , 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 bidding 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 bid er 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:

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**PROCUREMENT OF AN ELECTRONIC RECORDS MANAGEMENT, CONTRACT
MANAGEMENT, LAND USE MANAGEMENT, AND CUSTOMER COMPLAINT
MANAGEMENT SYSTEM FOR A PERIOD OF 12 MONTHS**

MBD 7.2: CONTRACT FORM – RENDERING OF SERVICES



NAMAKWA DISTRICT MUNICIPALITY

MBD 7.2

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;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

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

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... 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

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

TENDER 06/2026

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**MBD 8: DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT
PRACTICES**

MBD 8: DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES



NAMAKWA DISTRICT MUNICIPALITY

MBD 8

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	<p>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?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION



NAMAKWA DISTRICT MUNICIPALITY

MBD 9

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. rejects 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. cancels 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

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SCHEDULE 1A

TAX COMPLIANCE PIN NUMBER AND TAX CLEARANCE CERTIFICATE

PLEASE ATTACH HERE

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SCHEDULE 1B

MUNICIPAL BILL

PLEASE ATTACH HERE

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SCHEDULE 1C

**SUPPORTING ANNEXURES FOR SPECIFIC GOALS LISTED BELOW AS STATED IN MBD
6.1**

SPECIFIC GOALS	
Youth	
Woman	
Disabled	
Black	
Within borders of Namakwa District Municipality	
Within borders of Northern Cape	

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SCHEDULE 1D

CSD REGISTRATION REPORT

PLEASE ATTACH HERE

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SCHEDULE 1E

PRICE SCHEDULE (MBD 3.1)

PLEASE ATTACH HERE

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

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

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

NAME OF BIDDER.....	BID NUMBER: TENDER 06/2026
CLOSING TIME 12H00	CLOSING DATE: 07 April 2026

**NAMAKWA DISTRICT MUNICIPALITY
TENDER 06/2026**

PROCUREMENT OF AN ELECTRONIC RECORDS MANAGEMENT, CONTRACT MANAGEMENT, LAND USE MANAGEMENT, AND CUSTOMER COMPLAINT MANAGEMENT SYSTEM FOR A PERIOD OF 12 MONTHS

Description	Unit	Quantity	Rate	Amount
ELECTRONIC RECORDS MANAGEMENT SYSTEM	Sum	1		
License Fee	Sum	1		
Training	Sum	1		
Maintenance	Sum	1		
Sundries	Sum	1		
Sub -Total				
CONTRACT MANAGEMENT SYSTEM	Sum	1		
License Fee	Sum	1		
Training	Sum	1		
Maintenance	Sum	1		
Sundries	Sum	1		
Sub -Total				
LAND USE MANAGEMENT	Sum	1		
License Fee	Sum	1		
Training	Sum	1		
Maintenance	Sum	1		
Sundries		1		
Sub -Total				

CUSTOMER COMPLAINT SYSTEM	Sum	1		
License Fee	Sum	1		
Training	Sum	1		
Maintenance	Sum	1		
Sundries	Sum	1		
Sub -Total				
VAT				
Total Cost				

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

- 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
- Signature

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

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SCHEDULE 1E

ALL RELEVANT DOCUMENTATION FOR EVALUATION OF QUALITY/FUNCTIONALITY

PLEASE ATTACH HERE

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C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The General Conditions of Contract for Government Procurement shall apply. Copies are available on the National Treasury website at www.treasury.gov.za and are also available from the office of the Employer.

CONTRACT SPECIFIC DATA

The following contract specific data are applicable to this Contract:

Compulsory Data

Ref Clause	DESCRIPTION
Clause 1	The name of the Employer is NAMAKWA DISTRICT MUNICIPALITY
Clause 1	The address of the Employer is: Name: NAMAKWA DISTRICT MUNICIPALITY Address: ... VAN RIEBEECK STREET, SPRINGBOK, PRIVATE BAG X20 Tel: 027 712 8000 Fax: 027 712 8040 Email: chaldono@namakwadm.gov.za
Clause 1	The Project is: PROCUREMENT OF AN ELECTRONIC RECORDS MANAGEMENT, CONTRACT MANAGEMENT, LAND USE MANAGEMENT, AND CUSTOMER COMPLAINT MANAGEMENT SYSTEM FOR A PERIOD OF 12 MONTHS
Clause 3.4 & 4.3.2	The authorized & designated representative of the employer is Mr. Gareth Cloete
Clause 3.5	The location of Performance of the project is in Namakwa District Municipality
Clause 3.6	The service provider may not release public or media statements or publish material relating to the services or project under any circumstances
Clause 8.2.1	The Contract is concluded when both parties have signed the agreement.
5	Copyright of documents prepared for the project shall be vested with the employer.
Clause 12.1	Interim settlement of disputes to be by mediation / arbitration
Clause 12.2/12.3	Final settlement is by litigation / arbitration

Clause 12.2.1	In the event that the parties fail to agree on a mediator, the mediator is nominated by employer.
---------------	---

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

Ref Clause	DESCRIPTION
Clause (1)	The name of the Service Provider is
Clause (1)	The address of the Service Provider is: Name: Address: Tel: Fax: E-mail:
Clause 1	The period of performance is:
Clause 5.3	The authorized and designated representative of the service provider is: Name:.....

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PROCUREMENT OF AN ELECTRONIC RECORDS MANAGEMENT, CONTRACT MANAGEMENT, LAND USE MANAGEMENT, AND CUSTOMER COMPLAINT MANAGEMENT SYSTEM FOR A PERIOD OF 12 MONTHS

3: SCOPE OF WORK

INTRODUCTION

The Purpose of this Tender is to appoint a Service Provider/s for the supply, delivery, installation, training & maintenance of an electronic records, documents, and workflow system (including a committee management module), contract management, Land use management system, deeds information, and cadastral information.; customer complaint management system, for a One (1) year period/12 Months with a possibility of extending for 12 months.

1.2. Scope of Work / Specifications

Bidders are required to submit quotations for the following disciplines, either individually or as a combined proposal. If submitted as a combined proposal, a detailed breakdown by discipline must be provided. Failure to do so will result in automatic disqualification.

- **An Electronic Records, Documents, and Workflow System** as prescribed by the Provincial Archive & National Archive, including correspondence management, records management, and file plan management. A council resolution management system to these contracts.
- **A customer complaint management system** for handling, resolving, and analyzing customer complaints through various channels, the system must maintain & track detailed records of every complaint & ensure compliance
- **A Land use Management System** that can store, manage, analyze, edit, output, and visualize geographical and spatial data; the system must include integration of Building Plan Management, Land & Infrastructure Management.
- **Provision of training for newly implemented functions and features** when required, sufficient training for reference documentation, one-on-one training when required, and interactive sessions (virtual or on-site).
- **The data must remain the ownership of the municipality and the data must remain with the municipality in line with SCM regulation 35(4), which states: "The municipality or municipal entity must ensure that copyright in any document procured, and the patent rights of ownership in any plant, machinery, thing, system or process designed or devised, by a consultant in the course of the consultancy service is vested in the municipality."**
- **Training should be provided on site.**
- **Support and problem solving to be addressed within 48 hours.**
- The system must have **easy and secure access.**
- The system **must be able to write/provide reports on usage as needed.**
- The complete operational functioning of the **system must be accessible by the municipality.**
- Please indicate if it is a **web or server based (cloud or on site) or dual system.** Also indicate additional cost with the proposed system.
- **SLA to be signed**
- A presentation on the management system can be requested by the municipality.

APPLICABLE STANDARDS

The Service Provider shall take cognizance of, and adhere to, all applicable National and International Standards in the execution of his work.

**Criteria for functionality/quality
EVALUATION**

Tenders will be pre-evaluated in terms of the under mentioned. **Bidders that do not score the minimum of 75 points or more for the functionality criteria will be deemed not responsive and only those bidders who score more than 75 out of 100 points will be evaluated further on the 80/20 preference points system.**

Only tenderers who score the minimum points will be eligible for further evaluation

The quality criteria and maximum score is as follows:

Failure to indicate the page reference for the supporting documents will result in a Disqualification/Non-responsive.

No	Description	Minimum specification of system	Comply with requirements Mark with(x)	Does not comply with requirements Mark with(x)	Page reference
1	Electronic Records, Documents, and Workflow System	<p>Proof of concept / Evidence of successful implementation in a Municipal Environment</p> <p>Please attach reference letters of Municipalities – 3 Letters (Maximum 25 points)</p> <p>3 Letters = 25 Points 2 Letters = 15 Points 1 Letter = 10 Points</p>			
1.1	Provincial & National Archive Compliance	<ul style="list-style-type: none"> Ensures proper creation, management, maintenance, preservation and disposal of records. 			
		<ul style="list-style-type: none"> Supports all requirements for records classification, metadata standards, security controls, retention schedules, and disposal authorisation. 			
		<ul style="list-style-type: none"> Complies with provincial directives on records appraisal, access controls, transfer procedures, and management of electronic records. 			
1.2	Correspondence management	<ul style="list-style-type: none"> Centralised registration of incoming and outgoing correspondence. 			
		<ul style="list-style-type: none"> Automatic date stamping, reference number allocation, and tracking. 			
		<ul style="list-style-type: none"> Full audit trail showing movement, actions, and approvals. 			

		<ul style="list-style-type: none"> Workflow routing for escalations, feedback, and response deadlines. Integration with municipal departmental structures and office registers. 			
1.3	Records management	<ul style="list-style-type: none"> Electronic management of records of enduring value. Record metadata required by National Archives (creator, date, retention category, etc.). Full life-cycle management: creation → active use → semi-active storage → disposal/archiving. Secure, role-based access aligned with Archives prescriptions. Retention scheduling aligned to the Municipal Records Retention Schedule. 			
1.4	File plan management	<ul style="list-style-type: none"> Fully integrated Municipal File Plan based on National Archives File Plan guidelines. Hierarchical classification system aligned to municipal functions, sub-functions and activities. Electronic application of file codes to all correspondence and records. Enforcement of naming standards and classification rules. Automatic linking of records to the relevant file plan category and retention class. 			
2	Contract Management System	<p>Proof of concept / Evidence of successful implementation in a Municipal Environment</p> <p>Please attach reference letters of Municipalities – 3 Letters (Maximum 25 points)</p> <p>3 Letters = 25 Points 2 Letters = 15 Points 1 Letter = 10 Points</p>			

2.1	Centralized repository (Cloud Based)	<ul style="list-style-type: none"> The CMS includes a single consolidated database where all contract versions, amendments, attachments, and metadata are stored and managed in one location. 			
		<ul style="list-style-type: none"> Role-based access controls ensure granular permissions (e.g., by department, contract type, or user group). 			
		<ul style="list-style-type: none"> The repository supports advanced search functions (full-text, metadata filters, expiry dates, contractor name). 			
		<ul style="list-style-type: none"> Audit logs document every user activity—upload, edit, approval—demonstrating full traceability. 			
		<ul style="list-style-type: none"> The system supports file integrity checks and version locking to prevent unauthorized modifications. 			
		<ul style="list-style-type: none"> System outputs (repository screen, search filters, user access settings) can be appended as annexures to prove functionality. 			
2.2	Data Analysis	<ul style="list-style-type: none"> Built-in analytics dashboard displays KPIs such as contract value distribution, renewal cycles, vendor performance, SLA compliance, and spend by category. 			
		<ul style="list-style-type: none"> The system automatically extracts key metadata fields—expiry date, contractor name, department, value, status—to feed data visualizations. 			
		<ul style="list-style-type: none"> Users can generate ad-hoc analytical views through drag-and-drop reporting fields. 			
		<ul style="list-style-type: none"> Export options (CSV, PDF, Excel) provide verifiable outputs for audits and reporting. 			
		<ul style="list-style-type: none"> Example dashboards (included as Annexure) demonstrate the system’s ability to generate visual insights (charts, graphs, compliance percentages). 			

2.3	Reporting & Compliance	<ul style="list-style-type: none"> • Users can generate standard reports such as: <ul style="list-style-type: none"> • expiring contracts • overdue approvals • vendor performance • contract values by department • compliance breaches • Generate contract registers 			
		<ul style="list-style-type: none"> • Reports can be scheduled for automated delivery to stakeholders (daily, weekly, monthly). 			
		<ul style="list-style-type: none"> • Reports support multi-format export (PDF, Excel, CSV). 			
		<ul style="list-style-type: none"> • The system offers audit-ready reports that include user activity, signature logs, and version tracking. 			
		<ul style="list-style-type: none"> • Sample reports can be submitted as annexures to verify capability. 			
2.4	Automated Workflow	<ul style="list-style-type: none"> • The workflow engine supports multi-stage approvals, conditional routing, parallel reviews, and automated escalation rules. 			
		<ul style="list-style-type: none"> • Automated alerts/reminders are triggered for key stages (e.g., approval pending, signature required, contract nearing expiry). 			
		<ul style="list-style-type: none"> • Workflow templates can be customized by role, contract type, or organizational structure. 			
		<ul style="list-style-type: none"> • The system records a full audit trail showing timestamps, user actions, approval decisions, and workflow history. • Demonstrations via workflow maps (approval flow, escalation) 			
		<ul style="list-style-type: none"> • E-mail examples, audit trail pages) can be included. 			

3	Customer Complaint Management System	<p>Proof of concept / Evidence of successful implementation in a Municipal Environment</p> <p>Please attach reference letters of Municipalities – 3 Letters (Maximum 25 points) 3 Letters = 25 Points 2 Letters = 15 Points 1 Letter = 10 Points</p>			
3.1	Record complaint	<p>All customer complaints are entered into our CCMS using a standardised intake form that captures:</p> <ul style="list-style-type: none"> • Customer details • Date/time received • Complaint category and severity • Description • Supporting images/documents • Staff member responsible <p>Complaints may be logged by phone, email, online form, or in person. Each complaint is assigned a unique reference number for tracking.</p>			
3.2	Status and progress of the complaint	<ul style="list-style-type: none"> • Received • Acknowledged • Under Investigation • Action Taken / Resolution • Proposed • Closed • Customer Follow-Up Completed 			
3.3	Report, resolve and analyse the complaint	<ul style="list-style-type: none"> • Investigation notes • Corrective actions • Customer communication logs • Final resolution outcome • Customer satisfaction follow-up 			
4	Land use management system	<p>Proof of concept / Evidence of successful implementation in a Municipal Environment</p> <p>Please attach reference letters of Municipalities – 3 Letters (Maximum 25 points) 3 Letters = 25 Points 2 Letters = 15 Points 1 Letter = 10 Points</p>			

4.1	Management of land use system	Land use management system which can store, manage, analyse, edit, output, and visualize geographical and spatial data of Namakwa District Municipality; System must include integration of Building Plan Management, Land-&-Infrastructure Management.			
	Company Experience / Portfolio	Detailed description of previous Land use management system projects managed, including scope, systems supported (e.g., ArcGIS, QGIS, GeoServer), duration, and outcomes.			
	Client Reference Letters	At least 2–3 reference letters confirming successful Land use management system; must include contact details, dates, and performance.			
	Team CVs & Qualifications	CVs of Land use management system administrators, Land use management system managers, and support staff with relevant qualifications (e.g., Land use management degree/certification).			
	Methodology / Approach	A documented system management approach (system monitoring, maintenance plans, backups, security, data governance)			
	Software Licenses (if required)	Proof of ownership or partnership with GIS software vendors (if proprietary software is used).			
4.2	Analysing of land use management system data	Sample Analytical Reports			
	Portfolio of Maps/Models	Maps, dashboards, statistical outputs, or models used in analysis.			
	Methodology for Data Analysis	Step-by-step explanation of data processing, QA/QC, spatial analysis workflows, tools used (ArcGIS, QGIS, Python, etc.).			
	Qualifications of Analysts	CVs and certificates for GIS analysts/data scientists demonstrating competency.			
	Case Studies	Written case studies showing problem, analysis performed, and results.			
4.3	High pixel, high resolution full colour up to date (most recent) map production	Capability to produce high-resolution, recent, and professionally formatted maps.			

	Sample Maps	Provide 5–10 sample maps demonstrating resolutions (e.g., 300 dpi or higher), clarity, and professional cartography.			
	Metadata for Each Map	Must show date of creation, projection, data source, and update cycle (to confirm “most recent” data use).			
	Demonstration of Tools	List of tools/software used for high-resolution map production (ArcGIS Pro, QGIS, Illustrator, etc.).			
	Data Currency Proof	Proof that the bidder can access or produce current imagery (e.g., satellite provider agreements, aerial capture reports)			
4.4	Offline usage	<p>Technical Specifications Documentation showing that the system or app supports offline maps, offline editing, and later synchronization.</p> <p>Demonstration Screenshots / Video Screenshots or demonstration of an offline GIS workflow (e.g., ArcGIS Field Maps Offline, Q-Field, custom offline solutions).</p> <p>Case Studies / Past Projects Proof of having deployed offline GIS tools in previous projects</p> <p>Hardware/Software Requirements List of devices, storage requirements, and supported file formats for offline usage.</p>			

INSTRUCTION TO POTENTIAL SERVICE PROVIDERS

ALL TENDER CONDITIONS MUST BE STRICTLY ADHERED TO, FAILING WHICH THIS TENDER SUBMISSION WILL BE DECLARED NON-RESPONSIVE

- 1.1 Any portion of the TENDER Document not completed will be interpreted as “not applicable”.
- 1.2 The Namakwa District Municipality reserves the right to accept:
 - the whole quotation or part of a quotation or any item or part of any item or accept more than one quotation (in the event of a number of items being offered) and the Namakwa District Municipality is not obliged to accept the lowest or any tender.
- 1.3 The Namakwa District Municipality will not be held responsible for any expenses incurred by potential service providers in preparing and submitting quotations.
- 1.4 The Namakwa District Municipality may, after the closing date, request additional information or clarification of quotations in writing.
- 1.5 The Namakwa District Municipality’s representative for the purpose of this quote shall be:

Name: Mr. Gareth Cloete

Tel. No: (027) 712 8000

Email: garyc@namakwa-dm.gov.za

2. VALIDITY PERIOD

- 2.1 Any quotation submitted shall remain valid, irrevocable and open for written acceptance by the Namakwa District Municipality for a period of ninety (90) days from the closing date. By submitting a quotation, the potential service provider undertakes not to withdraw his quote or to amend it during the aforesaid period of ninety (90) days.

3. SPECIAL CONDITIONS OF CONTRACT

THESE SPECIAL CONDITIONS CONTRACT (SCC) SUPPLEMENT MUST BE READ WITH THE CORRESPONDING PROVISIONS OF THE GENERAL CONDITIONS OF CONTRACT (GCC) ISSUED BY NATIONAL TREASURY.

WHENEVER THERE IS A CONFLICT BETWEEN THE SCC AND THE GCC, THE PROVISIONS OF THE SCC SHALL PREVAIL.

3.1 Standards

Failure to comply with the standards and Specification as set out in the tender document shall constitute a material breach and the Namakwa District Municipality reserves the right to cancel the Contract in terms of Clause 23 of the GCC.

3.2 Payment - Clause 16 of GCC

All invoices must be forwarded to the following address:

Namakwa District Municipality, Private Bag X 20, Springbok, 8240

4. SETTLEMENT OF DISPUTES – CLAUSE 27 OF GCC

4.1 The Namakwa District Municipality and the supplier agree that mediation as referred to in Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005):

a) Persons aggrieved by decisions or actions taken by the Namakwa District Municipality in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

GOVERNMENT PROCUREMENT

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.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labor, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

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

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause

21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

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

32. Taxes and duties

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

General Conditions of Contract (revised February 2008)

