



# BID DOCUMENT

## ***BID NUMBER: T2025/26/022***

**THE SUPPLY, INSTALLATION, COMMISSIONING AND MAINTAINING OF HUMAN RESOURCES AND PAYROLL SYSTEM, TIME AND ATTENDANCE CONTROL SYSTEM AND EMPLOYEE SELF-SERVICE SOLUTION**

<b>CLOSING DATE:</b>	<b>10/07/2026</b>	<b>TIME</b>	<b>12H00</b>
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<b>NAME OF TENDERER</b>	
<b>TOTAL AMOUNT (FORM OF OFFER)</b>	
<b>CENTRAL SUPPLIER DATABASE NUMBER</b>	<b>MAAA</b>
<b>CONTACT PERSON</b>	
<b>CONTACT NUMBER</b>	
<b>EMAIL ADDRESS</b>	

<b>ENQUIRIES REGARDING BID PROCEDURES</b>		<b>TECHNICAL ENQUIRIES</b>	
DIRECTORATE FINANCIAL SERVICES SUPPLY CHAIN MANAGEMENT UNIT		FINANCIAL SERVICES DEPARTMENT	
<b>MRS. BG. NTINGA</b>		<b>Ms. T.P MKHULISA</b>	
<b>SUPPLY CHAIN MANAGER</b>		<b>ACTING CHIEF FINANCE OFFICER</b>	
<b>TEL. NUMBER</b>	033 816 6882	<b>TEL. NUMBER</b>	033 816 6863

**NOTE:** The Service Provider shall be deemed to have satisfied himself/herself/themselves as to all the conditions and circumstances affecting this Bid, including the physical aspects of working areas, and by the submission of a Bid, will confirm acceptance of the conditions and circumstances applicable to any subsequent contract. **NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulation**

TENDER NO.	T2025/26/022				
	BIDDER	WITNESS	EMPLOYER	WITNESS	

## INDEX

### The Bid document/s comprises of:

<b>INVITATION TO TENDER</b> .....	3
CONDITIONS OF CONTRACT .....	6
SPECIFICATIONS .....	11
<b>SPECIFICATIONS AND PRICING DATA</b> .....	11
<b>PART B</b> 11	
<b>FUNCTIONALITY</b> .....	29
CENTRAL SUPPLIER DATABASE REGISTRATION NO: MAAA _____	33
OFFICIAL STAMP FROM BANK .....	35
GENERAL CONDITIONS OF CONTRACT .....	36
AUTHORITY OF SIGNATORY TO SIGN .....	48
<b>MBD 3.3</b> 48	
DECLARATION OF INTEREST .....	51
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 .....	55
CONTRACT FORM - RENDERING OF SERVICES .....	61
<b>PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)</b> .....	61
<b>PART 2 (TO BE FILLED IN BY THE PURCHASER)</b> .....	62
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	63
CERTIFICATE OF INDEPENDENT BID DETERMINATION .....	65
CERTIFICATE OF <i>INDEPENDENT</i> BID <i>DETERMINATION</i> .....	66
STATEMENT OF PREVIOUS EXPERIENCE .....	68
ALTERATIONS BY SERVICE PROVIDER .....	69

Service Providers are advised to check the number of pages and, should any be missing, duplicated, reproduction indistinct, description is ambiguous, or this document contain any obvious errors, they shall inform the Supply Chain Management Unit of uMshwathi Municipality at once, and have the same rectified. No liability whatsoever will be incurred in respect of errors in this document due to the service provider's failure to observe this requirement.

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

**INVITATION TO TENDER**



**TENDER NOTICE NO: T2025/26/022**

**THE SUPPLY, INSTALLATION, COMMISSIONING AND MAINTAINING OF HUMAN RESOURCES AND PAYROLL SYSTEM, TIME AND ATTENDANCE CONTROL SYSTEM AND EMPLOYEE SELF-SERVICE SOLUTION**

uMshwathi Municipality invites tenders for **The Supply, Installation, Commissioning and Maintaining of Human Resources and Payroll System, Time and Attendance Control System and Employee Self-Service Solution** for the municipality for a period of **36 months**.

The physical address for collection of tender documents is uMshwathi Municipal Offices, 1 Main Road (R33), Opposite New Hanover SAPS, New Hanover, 3230. Documents may be collected during working hours from **10 June 2026, Wednesday 07h30 to 16h00** upon payment of a non-refundable tender fee of **R420.00**, payable in cash **only** and/ or downloaded free of charge on municipal website: [www.umshwathi.gov.za](http://www.umshwathi.gov.za) or on e-tender portal website, [www.etenders.gov.za](http://www.etenders.gov.za).

Tenders are to be submitted in a sealed envelope, clearly marked "**Tender Description and Tender No**" and deposited in the tender box situated in the reception area of the uMshwathi Municipal Offices, Main Road, New Hanover, on or before the **closing date and time of 10 July 2026, Friday at 12h00**, where the tenders will be opened in public. Late tenders or tenders received by way of facsimile or e-mail will, under no circumstances, be considered.

All enquiries relating to these documents must be addressed to the Acting Chief Finance Officer (ACFO), Ms. T.P Mkhulisa on 033 816 6800 during working hours, 07h30 to 16h00, Monday to Friday.

Tenders will be evaluated using the 80/20 principles of the Preferential Procurement Policy Framework Act, No. 5, 2000 with its 2022 Regulations and functionality - Experience 40 points, Company Registration 10 points, Expertise 30 points, Methodology 15 points, and IT Security Management 5 points. **Proposals that fail to achieve minimum score of 70% will not qualify for further evaluation.**

**Claim for Specific Goals for 20 Points Allocation**

**To claim 20 points for specific goals, the company must have the following ownership:**

<b><u>GOALS</u></b>	<b><u>POINTS</u></b>	<b><u>VERIFICATION METHOD</u></b>
<b>Historical Disadvantaged Black Person</b> 100% Black Person Equal or greater than 51%	<b><u>10 MAX</u></b> 10 5	<b>CIPC/ CSD</b>
<b>Historical Disadvantaged Women</b> 100% Black Person Equal or greater than 51%	<b><u>5 MAX</u></b> 5 2.5	<b>CSD</b>
<b>Historical Disadvantaged Disabled Person</b> 100% Black Person Equal or greater than 51%	<b><u>5 MAX</u></b> 5 2.5	<b>Medical Doctor's Certificate</b>

Proposals that fail to achieve a minimum score will not qualify for further evaluation. Tenders shall be valid for a period of 120 days. The uMshwathi Municipality does not bind itself to accept the lowest or any tender.

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

**Mr. R.M. Khanyile**  
**Municipal Manager**

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

## PART A – MBD 1

## INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:	T2025/26/022	CLOSING DATE:	10 JULY 2026	CLOSING TIME:	12H00 PM
DESCRIPTION	THE SUPPLY, INSTALLATION, COMMISSIONING AND MAINTAINING OF HUMAN RESOURCES AND PAYROLL SYSTEM, AND EMPLOYEE SELF-SERVICE SOLUTION				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS SHALL BE DEPOSITED IN THE QUOTATION BOX SITUATED AT (STREET ADDRESS)					
New Hanover (R33) Opposite New Hanover SAPS and be deposited in the municipality's <b>Tender box</b> located at New Hanover Municipality's main office no later than <b>12h00 on 10 July 2026, Friday</b> . Incomplete, emailed, faxed and late proposal documents will not be considered.					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	FINANCE		DEPARTMENT	FINANCE DEPARTMENT	
CONTACT PERSON	Mrs. B.G. Ntinga		CONTACT PERSON	Ms TP Mkhulisa	
TELEPHONE NUMBER	033 816 6882		TELEPHONE NUMBER	033 816 6863	
FACSIMILE NUMBER	033 502 0286		FACSIMILE NUMBER	033 502 0286	
E-MAIL ADDRESS	bongisiwen@umshwathi.gov.za		E-MAIL ADDRESS:	<a href="mailto:thenjiwem@umshwathi.gov.za">thenjiwem@umshwathi.gov.za</a>	

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b>
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.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
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
<b>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.</b>	

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 NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

# uMSHWATHI MUNICIPALITY

**Bid Number: T2025/26/022**

## THE SUPPLY, INSTALLATION, COMMISSIONING AND MAINTAINING OF HUMAN RESOURCES AND PAYROLL SYSTEM, TIME AND ATTENDANCE CONTROL SYSTEM AND EMPLOYEE SELF-SERVICE SOLUTION

### CONDITIONS OF CONTRACT

#### 1. Definitions

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 Vendor, 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 Vendor 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 with 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 consignee’s 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 Vendor 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 markets 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.

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

- 1.12 **”Force majeure”** means an event beyond the control of the Vendor and not involving the Vendor’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 Vendor 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 Vendor or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 **”Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 **”Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **”Order”** means an official written order issued for the supply of goods/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 Institution purchasing the goods/works and/or service.
- 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 Vendor covered under the contract.
- 1.25 **”Written”** or **”in writing”** means handwritten in ink or any form of electronic or mechanical writing.
- 1.26 **”Contract price”** means total all inclusive price offered by the bidder for the goods/ works and/ or services to be delivered under this contract. This is the price used in the calculation of price points when applying the formula prescribed by PPPFA.

## 2. Application

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

- 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 Vendors, 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](http://www.treasury.gov.za).

### 4. Standards

- 4.1 The goods/works and/or service supplied shall conform to the standards mentioned in the bidding documents and specifications.

### 5. Use of Contract Document and Information

- 5.1 The Vendor 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 Vendor 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 Vendor 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 Vendor's performance under the contract if so required by the Purchaser.
- 5.4 The Vendor shall permit the Purchaser to inspect the Vendor's records relating to the performance of the Vendor and to have them audited by auditors appointed by the Purchaser, if so required by the Purchaser.
- 5.5 The Vendor shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the Purchaser.

### 6. Patent Rights

- 6.1 The Vendor 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. Delivery and Documents

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

7.1 Documents to be submitted by the Vendor to the Bid Box as specified in the tender advert, where documents are sent via courier companies, they must be instructed to deposit documents in the Bid Box.

**8. Prices**

8.1 Price(s) charged must be firm, inclusive of VAT (where applicable) and valid for 120 days from the tender closing date.

**9. Payment**

9.1 Payment will be made within 30 days from the receipt date of a valid/ compliant invoice

**10. Completion of Documents**

10.1 Bid documents must be completed in black ink, and only original hand-priced tenders will be considered. The use of correction fluids will not be permitted, and will lead to disqualification. Any alterations must be made in ink and initialed by the person authorized.

Bids shall remain valid for a period of 120 days from the date of closing thereof.

**11. COMMUNICATION WITH MEMBERS OF THE COUNCIL OR COUNCIL EMPLOYEES**

Bidders are advised that no Bidder shall offer, promise or give any person or persons connected with the bid or the awarding of a contract any gratuity, bonus, discount or consideration of any kind in connection with the obtaining of any contract, nor communicate with any member of the Council or a Council employee on a question affecting the awarding of a contract which is the subject of a bid, during the period between the date of closing of bids and the date of notification of the successful bidder; provided always that the Supply Chain Management Officials may obtain additional information from a bidder to enable them to formulate their recommendation to Council.

Any attempt to contravene this condition which is brought to the attention of the Supply Chain Management Officials may result in the disqualification of the bidder.

**12. TAX MATTERS**

All prices and rates shall be quoted as net in South African currency and shall be **INCLUSIVE OF VALUE ADDED TAX (VAT)**.

**13. RATES**

The prices / rates quoted in the bid shall be deemed to include all costs including, inter alia, facilities, materials, plant, labour, patent rights and royalties, insurance, computer systems and software and any and all other costs to be incurred by the contracting company in the execution of the contract.

**14. ALTERATIONS BY BIDDER**

If a Bidder wishes to submit alternative proposals for consideration or wishes to change the contract requirements or quantities, or to qualify the bid in any way, such proposals and / or changes are to be

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

listed in the Alterations by Bidders document attached hereto, failing which the bid will be deemed to be unqualified.

**15. INCOMPLETE BIDS**

Should there be any difference or discrepancy between the prices or particulars contained in the Bid Form and those contained in any covering letter from the bidder, the prices or particulars contained in the Bid Form shall prevail.

**16. ACCEPTANCE OF ANY BID**

The Council does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or any part of a bid. The Council does not bind itself to providing reasons for the acceptance or rejection of any bid.

**17. DOMICILIUM CITANDI ET EXECUTANDI**

For the purpose of the service of all documents and the giving of notice as may be required in terms of this contract or as a result of any action arising in conjunction with it, the municipality chooses the Municipal Offices, Main Road, New Hanover.

**18. DATA SHEETS AND BID FORM**

Tenderers are required to complete all data sheets and the Bid Form attached hereto in their entirety for evaluation and adjudication purposes. Failure to comply with these provisions will render the bid unresponsive.

**19. BUSINESS PARTICULARS**

All bidders, including each member of a joint venture, are required to provide the following information in the form of signed binding declarations, for adjudication purposes.

- a) The form of business, for example partnership, sole proprietor, close corporation;
- b) BBBEE certificate (original or certified copy)
- c) Tax clearance certificate.

A bidder submitting false information will be regarded as having committed a fraudulent act and may thereby cause the bid to be rejected by Council.

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

**Bid Number: T2025/26/022**

**THE SUPPLY, INSTALLATION, COMMISSIONING AND MAINTAINING OF HUMAN RESOURCES AND PAYROLL SYSTEM, AND EMPLOYEE SELF-SERVICE SOLUTION**

**SPECIFICATIONS**

**1. Scope of Work**

**SPECIFICATIONS AND PRICING DATA**

**PART A**

**Main Modules**

- a. Human Resource module
- b. Payroll Management module
- c. Employee Self Service (ESS) module
- d. Payroll Sub Ledger
- e. Employee management
- f. Personnel management
- g. Job Profile Management
- h. Equity management
- i. Skills Management

**PART B**

**SPECIFICATIONS**

**HUMAN RESOURCE AND PAYROLL SYSTEM, INCLUDING EMPLOYEE SELF SERVICE SOLUTION FOR uMSHWATHI MUNICIPALITY WITH A CONTRACT PERIOD OF THREE (3) YEARS**

**1. EXECUTIVE SUMMARY**

- I. The municipality requires suitably qualified service providers to submit bids for the supply, installation, commissioning and maintaining of human resources & payroll system, time & attendance control system and employee self-service solution which complies with the provisions of MSCOA and Municipal Staff Regulations.
- II. Human resources and payroll management is the organizational function that deals with issues related to employees such as compensation, hiring, performance management, organizational development, safety, wellness, leave management, benefits, employee motivation, communication, administration, and training in line with the prescriptions of the Labour Relations Act.
- III. This solution must also enable the municipality to reap the benefits of modern ICT based innovations aimed at reducing cost, eliminating wastage and/ or boosting the productivity of the municipality.

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

**2. IMPORTANT TENDER CONDITIONS AND COMMENTS**

- I. Municipality reserves the right to split the tender and award more than one tender, should a single service provider, at the sole discretion of the municipality, not be able to render all the services as presented in this tender document.
- II. Should the Service Provider intend to sub-contract some of the services, such intent must also be provided in the tender document with full details of the relevant sub- contractor/s.
- III. It will be the duty of the bidder to understand the systems, processes and status quo of the business needs/challenges and the infrastructure and propose a cost effective, innovative solution that is sustainable and adaptable to the future trends in technology.
- IV. Any gaps in the requirements specifications must be amended by the tenderer to cater for a comprehensive solution that will integrate and interface with other systems in the Municipality (for example Human Resources, Payroll and Financial systems).
- V. The Council does not bind itself to accept the lowest or any tenders, and reserves the right to accept a tender in part (if the Service Provider agrees), in whole or not at all.
- VI. All prices quoted for the hardware, software and accessories, implemented as part of this tender, must explicitly include delivery, installation, testing, customization, configuration, maintenance, licensing, commissioning, implementation and training costs.
- VII. Other costs as required to complete the project must be clearly stated and no hidden costs will be entertained. All prices must include vat, unit price and total costs and reference to foreign currency and fluctuations (if applicable).
- VIII. A quotation will be obtained from the successful bidder for all future hardware and software that may be needed.
- IX. The system must comply with the Protection of Personal Information Act, 2013 (Act 4 of 2013) (POPIA).
- X. The municipality remains the owner of all the data generated as a result of the municipality using the services of the service provider.
- XI. The successful service provider may be requested to provide data diagram and data flow charts.
- XII. The service provider must have data protection mechanisms to protect data.
- XIII. The tender offer must be valid for a period of **120 days** after closing date of the tender.

**3. SERVICE PROVIDER MAIN AGREEMENT & PROPOSED SERVICE LEVEL AGREEMENT**

- I. A Main Agreement and Service Level Agreement to provide the required post implementation cost and specifications for support and maintenance services must be submitted as part of the response to the Tender.

**4. HUMAN RESOURCE AND PAYROLL MANAGEMENT**

- I. Staff establishment, human resources development and expenditures on staff benefits should be done according to the processes and procedures set out in the Municipal Systems Act,

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

Municipal Finance Management Act and Municipal Staff Regulations.

- II. Payroll management entails the administration of the financial record of employees' salaries, wages, bonuses, net pay, and deductions and should be done within the limits of the approved budget and the prescriptions of the South African Revenue Services (SARS).
- III. Budgeted remuneration and benefits need to be directly aligned to the approved staff establishment with provision for vacancies shown separately and all staff payments must be reconciled monthly.
- IV. The Service Provider must be in a position to upgrade or supply, set-up and configure a new HR and Payroll System that will seamlessly integrate with the current ERP System (Phoenix ERP) and ensure the following functionalities:

The purpose of this document is to define the functional and non-functional requirements for a Payroll System to be used by a municipality. The system will manage employee compensation accurately, securely, and in compliance with applicable laws, regulations, and collective agreements.

**5. SCOPE**

The Payroll System shall support:

All municipal employees (permanent, temporary, contract, elected officials if applicable)

Salary and wage processing

Statutory deductions and benefits

Reporting, auditing, and integration with other municipal systems

**1.5 Stakeholders**

Corporate Services Department (Humana Resources Management)

Finance Department

Payroll Officers

IT Department

Internal and External Auditors

Employees

Regulatory Authorities

**6. System Overview**

The Payroll System will be a centralized application that automates payroll calculations, deductions, and payments while maintaining accurate employee records and ensuring compliance with municipal, provincial and national regulations.

**7. FUNCTIONAL REQUIREMENTS**

**7.1 Employee Management**

- Maintain employee master records:
- Personal details
- Employment status and type
- Job title, grade, department
- Salary structure and pay scale

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

- Support employee lifecycle events:
  - Hiring
  - Promotions and transfers
  - Leave without pay
  - Termination and retirement
  - Reporting lines
  - Qualification & certificates ( must be able to scan documents or upload same on the system)
  - Document management ( Id copoes, signed contracts and policies)

**7.2 Payroll Processing**

- Support multiple pay frequencies (e.g., monthly, bi-weekly)
- Automatic calculation of:
  - Basic salary or wages
  - Overtime
  - Allowances (housing, transport, acting, hardship, etc.)
  - Bonuses and arrears
  - Retroactive payroll adjustments
  - Proration for partial pay periods

**7.3 Deductions and Contributions**

- Statutory deductions (e.g., income tax, social security, pension)
- Voluntary deductions (e.g., loans, unions, insurance)
- Employer contributions
- Configurable deduction rules and limits

**7.4 Human Resources Functionality**

- Human Resource Management System (HRMS)
- Support for standard APIs and data exchange formats
- Integration with leave management system or built-in leave tracking
- Impact of leave types on payroll (paid, unpaid, partially paid)

**7.5 Benefits and Pension Management**

- Manage benefit plans and eligibility rules
- Pension contribution calculations
- Support for multiple pension schemes if applicable

**7.6 Payment Processing**

- Generate bank transfer files compatible with local banking standards
- Support multiple banks and payment methods
- Payroll approval workflow prior to payment release

**7.7 Reporting and Analytics**

- Standard payroll reports:
  - Payslips
  - Payroll registers
  - Deduction summaries

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

- Employer contribution reports
- Statutory and regulatory reports
- Custom report generation and Export reports to PDF, Excel, and CSV format

**7.8 Audit and Controls**

- Full audit trail of all payroll changes
- Versioning of payroll runs
- Role-based approvals and validations
- Historical payroll data retention

**7.9 On boarding & induction**

- New hire checklist
- Digital on boarding forms (these must be customised with not just a system emblem but also with a municipal emblem)
- Policy acknowledgements
- Induction schedules and materials
- Probation tracking and evaluations

**7.10 Time, Attendance & Leave Management**

- Attendance tracking (clock in/clock out)
- Leave types in line with the South African Local Government Bargaining Council Conditions of Service and Main Collective Agreement and other relevant collective agreements
- Leave application and approval flow
- Leave balance and accruals
- Overtime tracking
- Self-service leave management

NB\* This function must be aligned to the local government collective agreements

**7.12 Training & Development**

- Skills inventory and competency framework
- Training plans and schedules
- Bursary and assistance tracking
- Training Attendance and records
- WSP/ATR development
- (HR captures training attended and systems track skills gaps, mandatory training and generates reports for WSP/ATR)

**7.13 Disciplinary Records**

- Disciplinary records
- Grievance management
- Misconduct cases and outcomes
- SALGBC / CCMA case tracking
- Policy management and acknowledgements
- (HR logs disciplinary cases and grievances. Systems tracks dates, outcomes and sanctions)

**7.14 Health and Safety & Wellness**

- Incident and injury reporting (OHS)
- Return to work after IOD tracking
- Medical Records (restricted access)

\*NB this must be aligned with the Department of Labour Compensation for commission procedures

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

**7.15 Organisational Structure workforce**

- Organograms, structures, positions
- Head counts
- Must be able to draw organogram
- Work analytics

**7.16 Compliance and Reporting**

- Employment Equity (EE) reporting
- Skills Development reporting (WSP/ATR) submissions
- Audit trails
- HR dashboards and analytics

**8. NON-FUNCTIONAL REQUIREMENTS**

**8.1 Security**

Role-based access control  
 Strong authentication mechanisms  
 Encryption of sensitive data (at rest and in transit)  
 Compliance with data protection laws  
 Audit log

**8.2 Performance**

Ability to process payroll for all municipal employees within acceptable time limits  
 Support concurrent users during peak payroll periods

**8.3 Reliability and Availability**

High system availability, especially during payroll processing  
 Automated backups and disaster recovery mechanisms

**8.4 Scalability**

Ability to accommodate workforce growth  
 Support future regulatory or policy changes

**8.5 Usability**

User-friendly interface  
 Clear navigation and dashboards  
 Minimal training required for routine operations

**10. Integration Requirements**

Integration with:  
 Financial System / General Ledger system  
 Time and Attendance system  
 Banking systems

**11. Compliance and Legal Requirements**

Compliance with:

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

Labour laws  
 Tax regulations  
 Pension and social security laws  
 Municipal policies  
 South African Local Government Bargaining Council Collective Agreements  
 Municipal Staff Regulations (MSR)  
 Municipal Standard Chart of Accounts (MSCOA)  
 Support for periodic legislative updates

**12. Data Management**

Centralized payroll database  
 Data validation and error checking  
 Data retention and archival policies in line with public-sector regulations

**13. Deployment and Maintenance**

Deployment options:  
 On-premises or government-approved cloud  
 Regular system updates and patches  
 Vendor or in-house technical support  
 User training and documentation

**14. Acceptance Criteria**

Accurate payroll calculations  
 Successful generation of statutory reports  
 Secure access and audit logging  
 User acceptance testing (UAT) approval by Finance and Human Resources personnel

**15. Skills Development Information**

System to able to generate EE Reports and provide printouts  
 Allow for the capturing of training information and qualifications profiles and reports

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

Functionality Required	Available		
	Yes	No	3 <sup>rd</sup> Party
<b>1. A Human Resource (HR) budget/ payroll module must as a minimum:</b> 18			
1.1. The HR & Payroll Modules must enable the Municipality to budget for its full organogram (Organizational Structure).			
1.2. The HR & Payroll Modules must be able to accommodate or account for all vacancies (i.e. funded and or unfunded vacancies) based on a Council approved.			
1.3. Incorporate the ability to apply costing allocation to projects and percentage (%) based allocation			

Functionality Required	Available		
	Yes	No	3 <sup>rd</sup> Party
<b>1. A Human Resource (HR) budget/ payroll module must as a minimum:</b>			
1.1. The HR & Payroll Modules must enable the Municipality to budget for its full organogram (Organizational Structure).			
1.2. The HR & Payroll Modules must be able to accommodate or account for all vacancies (i.e. funded and or unfunded vacancies) based on a Council approved.			
1.3. Incorporate the ability to apply costing allocation to projects and percentage (%) based allocation of administration costs to trading service departments (if not allocated) using direct calculation methods.			
1.4. Provision to calculate new notch values within grades either as a percentage increase or by minimum value. These notch values are to be held on a temporary file and the user must be able to perform various "what if" scenarios without affecting the live data.			
1.5. Utilizing historical trends, calculate the likely provision for leave and bonus provisions. This function should also be able to anticipate (if applicable) any long service allocations.			

Functionality Required	Available		
	Yes	No	3 <sup>rd</sup> Party
<b>2. Human Resource (HR) payroll module must as a minimum (In addition to the normal payroll calculation) provide for:</b>			
2.1. Organization Management			
2.2. Employee Records Management			
2.3. Leave Records Management			
2.4. Leave Pay Accrual to be automated also to be retrieved on an ad hoc basis			
2.5. Training and Development Management			
2.6. Travel claims Management			
2.7. Payroll and Benefits Management			
2.8. Automated reconciliation at predetermined intervals.			
2.9. Overtime claims Management/ Time off in lieu			

TENDER NO.	T2025/26/022				
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BIDDER

WITNESS

EMPLOYER

WITNESS

2.10. Special Allowance Management (e.g. acting, secondments, etc.)			
2.11. Refunds to staff in respect of over-deductions and ad hoc payments			
2.12. Deductions and payments to third parties (e.g. Medical aids, Pension, SARS, union contributions, etc.)			
2.13. Ad hoc payroll runs must reflect in the Financial Management System			
2.14. Must cater for pensioners' benefits			
2.15. Provision to record allowance details against a post and employee (e.g. Telephone Allowance, categories, amounts, telephone number etc.)			
2.16. Employee Relations			
2.17. The system must cater for all requirements of the South African Revenue Services (SARS)			
2.18. Must provide a facility to automate the update of tax tables whenever changes occur			
2.19. History of previous tax tables must be retained on the system for an indefinite period.			
2.20. The system must be flexible so as to cater for any legislative changes to UIF, Workman's Compensation, Unions, etc.			
2.21. The system must be able to cater for more than 1 payroll type (e.g. Staff, Councilors, Part-time and Pensioners, etc.)			
2.22. Narrative type pay slips must be provided (Hard copy and electronically)			
2.23. Accumulations of all deductions to be printed on pay slip if required (Pension, tax, housing allowance, motor car allowance, etc.)			
2.24. Salary payments made to employees' bank accounts must be catered for electronically by either ACS (Automated Clearing Bureau) or electronic funds transfer (EFT)			
2.25. Third Party deduction and payments in terms of schedules or ad hoc basis			
2.26. Variance reporting			
2.27. The ability to calculate back pay across tax periods and increment periods must be provided for			
2.28. The system must allow for dummy validation pay runs to be carried out prior to running the final run			
2.29. On boarding & induction management			
2.30. Time & Attendance tracking (clock in/clock out)			
2.31. Organizational structures alignment			
2.32. Disciplinary records management			
2.33. Health & Safety awareness tracking			
2.34. Employment Equity Compliance & reporting			

TENDER NO.	T2025/26/022				
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BIDDER

WITNESS

EMPLOYER

WITNESS

Functionality Required	Available		
	Yes	No	3 <sup>rd</sup> Party
2.29. All temporary staff (e.g. EPWP workers, learner ship programs, contract workers, etc.) to be controlled via Budget availability			
2.30. Provision to maintain (add, amend, delete) conditions of service pertaining to specific posts			
2.31. The Payroll System must be able to accommodate or account for all vacancies (i.e. funded and or unfunded vacancies) based on a Council approved Organogram in terms of. Section 66A of the Municipal Systems Act Amendment Act (MSAA)			
2.32. Provide the general ledger (GL) with transactions that debit expenditure and credit revenue votes when applicable. This creates a temporary total liability of the payroll balance on the integration control			
2.33. Create the clearing transactions that clear the integration control, these transactions include:			
2.33.1. Electronic funds transfer (EFT) to employee's bank accounts into the core financial systems cashbook awaiting approval;			
2.33.2. Creation of reports for 3rd parties, SARS (PAYE, VAT, etc.), UIF, Medical aid and pension funds;			
2.34. The system must support a disciplinary module which should allow for (not complete list): <ul style="list-style-type: none"> <li>• Grievances created (bottom up workflow)</li> <li>• System should recommend action to be performed based on type of grievance</li> <li>• Allow for exception reporting (when a grievance is not being addressed in correct time frame)</li> </ul>			
<b>3. Payroll</b>			
3.1. Must be able to easily integrate with banks. Seamless upload of payroll information			
3.2. Support multiple payrolls with different pay structures			
3.3. Integrate with the time management system			
3.4. Ability to submit statutory reporting to SARS for all taxes			

**6. Employee Self Service**

- 6.1 The issue of productivity or performance management needs to be addressed by using the latest available technologies such as computers and cellphone devices.
- 6.2 All employees working for uMshwathi Municipality.
- 6.3 There are +- 450 permanent employees at any given time.
- 6.4 Users are differentiated by the following attributes:
  - 6.4.1 Location
  - 6.4.2 Management responsibility
  - 6.4.3 Operational responsibility
  - 6.4.4 Work hours (overtime; standby, shifts, etc.)

TENDER NO.	T2025/26/022				
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BIDDER

WITNESS

EMPLOYER

WITNESS

- 6.4.5 Contract vs. permanent employees.
- 6.4.6 Skilled vs. non-skilled

**Literate / Illiterate**

- 6.5 Employees generally fall into the following categories:
- 6.6 Office personnel – at office 100% during working hours (no meetings outside of office)
- 6.7 Office personnel – at office and in/out at meetings.

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

**6.15 EMPLOYEE SELF SERVICE SOLUTION**

No	Requirement	Confirm Y/N	Deviation if any
1.	Secure online portal		
2.	View live leave balances		
3.	Employees to submit leave applications, update their basic information and upload document attachments		
4.	Online leave applications and overtime claims must follow an automatic approval process before updating on the live system		
5.	Leave and overtime matrixes must be available to managers		
6.	Must be able to print or email PDF payslips		
7.	Provides direct access to view and print current and previous payslips as well as IRP5's		
8.	All browsers are supported to ensure accessibility across the board		
9.	All admin functionality is done online		
10.	Customizable admin permissions and oversight		
11.	Individual employee privacy and personal information is protected		
12.	System can generate reports such as: <ul style="list-style-type: none"> <li>• Irregular clocking</li> <li>• Attendance</li> <li>• Absentees</li> <li>• Late comers</li> <li>• Management reports</li> </ul>		
13.	Actions are recorded for detailed audit reporting.		

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

## 7. PRICING SCHEDULE:

7.1.1 The Municipality may not necessarily install the system at all locations at once or acquire all the functionalities of the system immediately. The project may be phased over 36 months to allow for budget requirements. **For this reason, the pricing schedule is priced per unit and not quantity.**

7.1.2 Please specify break-down of cost where applicable.

### 7.1.2.1 HUMAN RESOURCE SYSTEM & PAYROLL

HUMAN RESOURCE & PAYROLL SYSTEM						
		Year 1 :			Year 2 :	Year 3 :
Item #	Requirement	Rand amount (Excl. VAT)	VAT	Rand amount (Incl. VAT)	Rand amount (Incl. VAT)	Rand amount (Incl. VAT)
1.	Human Resource Module					
2.	Payroll Module					
3.	Installation cost					
4.	Setup & Testing					
5.	Cost per user registration					
6.	Training					
7.	Maintenance & Support (Annual fee – paid monthly)					
8.	Travel, accommodation, subsistence & miscellaneous					
9.	HR & Payroll Module Annual Licence Fees					
<b>TOTAL COST</b>		<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

**SPECIAL CONDITIONS OF THE TENDER**

**3. BID RULES**

**3.1 FORM OF BID**

The certificates, schedules and forms required by this bid shall be signed by the bidder in black ink. Where the space provided in the bound document is insufficient, separate schedules may be drawn up in accordance with the given formats. These schedules shall then be bound together with a suitable contents page and submitted with the bid documents. All such schedules must be signed by the bidder in black ink.

**3.2 SIGNING OF BID**

The bid must be signed by a person who is duly authorized to do so. A bid submitted by a corporation must bear the seal of the corporation, which must be attested by its secretary. Confirmation of the authorized signatory should be furnished in the format as indicated in MBD 9.

Bids submitted by joint ventures of two or more firms must be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent it and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

**3.3 BID ALL-INCLUSIVE**

The bidder must allow in the bid for all labour, material, equipment, all obligatory taxes, all travel, accommodation and subsistence, levies and everything necessary for the execution and completion of the contract in accordance with the bid documents.

**3.4 MACHINES / PHOTOCOPIERS**

The bidder must submit the name brand of the machine(s), model, pictures and features.

**3.4 ALTERATIONS TO BID DOCUMENTS**

No unauthorized alteration or addition shall be made to the form of bid, to the pricing schedule of services to be rendered or to any other part of the bid documents. If any such alteration or addition is made or if the pricing schedule of services to be rendered, or other schedules or certificates are not properly completed, the bidder will be disqualified. The bidder shall request the municipality, at as early a date as possible during the bid stage, to clarify any point which is difficult to interpret. Should it be found that a point in question is significant; the municipality will inform all bidders as early as possible.

**3.5 OWNERSHIP AND CONFIDENTIAL NATURE OF DOCUMENTS**

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

All documents relating to the bid shall remain the property of the uMshwathi Municipality and may not be reproduced, sold or otherwise disposed off. All recipients of the bid documents (whether or not a bid is submitted) shall treat the details of the documents as confidential.

**3.6 BID ACCEPTANCE**

uMshwathi Municipality does not bind itself to accept the lowest or any other bid.

**3.7 BID WITHDRAWAL OR MODIFICATION**

Any bidder has the right to withdraw, modify or amend his bid after it has been delivered, provided that the request for such withdrawal, modification or correction, together with full details of such modification or correction is received at the address given for the submission of the bid in writing or by telefax before the closing date and hour which is set for the receipt of the bids. The original bid as amended by such written or telefax communication will be considered the bidder’s offer.

**3.8 CANCELLATION OF CONTRACT**

3.8.1 If the municipality is satisfied that any person (being an employee, partner, director or shareholder of the bidder or a person acting on behalf of or with the knowledge of the bidder), firm or company:

- (a) is executing a contract with the municipality unsatisfactorily;
- (b) has offered, promised or given a bribe or other gift or remuneration to any officer or employee in the Public Service in connection with obtaining or executing a contract;
- (c) has acted in a fraudulent manner or in bad faith or in any other unsatisfactory manner in obtaining a contract with any government department, provincial administration, public body, company or person, or that he has managed his affairs in such a way that he has in consequence thereof been found guilty of a criminal offence;
- (d) has approached an officer or employee in the Public Service before or after bids have been called for, to influence the award of the contract in his favour;
- (e) has withdrawn or amended his bid after the time set for the receipt and opening of bids;
- (f) when advised that his bid has been accepted, has given notice of his inability to execute or sign the contract or to furnish any security required;

3.8.2 If the municipality is satisfied that any person, firm or company is or was a shareholder or a director of a firm or company which, in terms of sub-rule 3.8.1, is one from which no bid will be favourably considered for a specified period, the government may also decide that no bid from such person, firm or company shall be favourably considered for a specified period.

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

- 3.8.3 Any restriction imposed upon any person, firm or company shall, for the purpose of this rule, apply to any other undertaking with which such person, firm or company is actively associated. The expression “person, firm or company” shall include an authorized employee or agent of such a person, firm or company.
- 3.8.4 Decisions of the municipality in terms of sub-rule 3.8.1 to 3.8.3 and any revocation or variation of such decisions may be communicated to the Accounting Officer.

**4. BID RULES ARE BINDING**

The bid rules as well as the instructions given in the official bid notice shall be binding on all bidders submitting bids for the service or services stated in the bid documents.

**5. QUERIES REGARDING THE BID**

- 5.1 Any queries regarding this bid which the bidders may wish to raise, shall be submitted in writing to the officials mentioned in the bid notice.
- 5.2 No requests for information shall be made to any other person or place and in particular not to the existing providers of these services.

**6. SUBMISSION OF BID**

- 6.1 Completed document with supporting Annexures shall be packaged, sealed, marked and submitted strictly as required in the bid notice.
- 6.2 Delivered by hand, the sealed envelope must be deposited in the bid box at 1 Main Road (R33), Opposite New Hanover SAPS, New Hanover, 3230.
- 6.3 Bids must reach the above address not later than the closing hour and date given in the notice.

**7. DISQUALIFICATION OF BID**

The bidder who has not conformed to these rules and the instruction reflected in the official bid notice may be disqualified at the discretion of the uMshwathi Municipality.

**7. VALIDITY PERIOD**

The bid shall remain valid and binding for a period of 120 days effective from the closing date of this bid.

**8. LEGAL ASPECTS**

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

**8.1 LAW**

The laws of the Republic of South Africa shall be applicable to each contract created by the acceptance of a bid and each bidder shall indicate a place in the Republic and specify it in his bid as his domicilium citandi et executandi where any legal process may be served on him.

**8.2 JURISDICTION**

Each bidder shall undertake to accept the jurisdiction of the law courts of South Africa.

**8.3 LANGUAGE OF CONTRACT**

The bid documents have been drafted in English and any contract which originates from the acceptance of the bid will be compiled, interpreted and construed in English.

**8.4 DELEGATION OF AUTHORITY**

The uMshwathi Municipality may delegate any powers vested in them by virtue of these rules to any officer or employee of the municipality.

**9. BID SPECIFICATIONS****9.1 PURPOSE**

The purpose of this document is to set out requirements for the Leasing and Maintenance of Photocopiers to meet the needs of uMshwathi Municipality.

**9.2 GENERAL**

Bidders must be able to demonstrate their competency to provide the services for the Leasing and Maintenance of Photocopiers to address the needs of uMshwathi Municipality, as well as working closely with the officials of the municipality, in particular the Corporate Services Department.

**11. GEOGRAPHICAL SPREAD**

Bidders must provide details (written or graphical) of their representation within the jurisdiction of uMshwathi indicating the following:

- The main offices is New Hanover and
- Municipal Satellite Offices

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

**uMSHWATHI MUNICIPALITY**

**RESPONSIVENESS AND EVALUATION CRITERIA**

**NB:** uMshwathi Municipality may verify any information submitted in terms of this bid and any information that is incorrect may result in that bid being automatically disqualified and not considered further.

**RESPONSIVENES CRITERIA**

No bid will be considered by uMshwathi Municipality unless it meets the following responsiveness Criteria (for the bid to be considered responsive, the bid **must** meet the following requirements Amongst others):

**COMPULSORY RETURNABLE DOCUMENTS:**

- The **official Bid document** must be fully completed in indelible black ink. Where information requested does not apply to the bidder, the bidder must indicate.
- The Bidder must be in **good standing** to do business with the public sector (not listed in the database of tender defaulters)
- The bidder must adhere to the **Pricing Instructions**,
- The necessary document **authorizing the Representative to sign** and submit the bid on the bidder's behalf must be completed and signed.
- The **Municipal Bid Documents (MBDs) 1, 3.3, 4, 5, 6.1, 8, and 9** by the bidder must be completed and signed.
- Central Supply Database (CSD) Number
- Valid Tax Clearance Certificate/ SARS Verification PIN,
- Certified ID copy of all directors, members and/or shareholders,
- Certificate of Authority for Signatory and Registration,
- Copy of CIPC company registration documents
- Company Account Confirmation letter from the Bank
- Joint Venture Agreement Signed by both parties (if applicable),
- Proof of residence for director/s and operating proof of address for the company office where its operate/lease agreement (both the signed lease agreement & utility bill must be submitted) accompanied with municipal utility bill not older than 3 months/letter from INKOSI/Councilor that is accompanied by an affidavit.
- Record of addendum (if applicable)

**OTHER RETURNABLE DOCUMENTS THAT MAY BE SUBMITTED:**

- Central Supply Database Report (CSD),
- VAT Registration certificate.

Signature: .....

Date: .....

(Of a person authorized to sign on behalf of the Tenderer)

(By signing, you are agreeing to all the above-required documents)

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

## FUNCTIONALITY

The evaluation of this tender shall include functionality whereby the bids will be evaluated in terms of the evaluation criteria embodied in the bid documents.

- The minimum qualifying score for the functionality will be **70 out of 100 points (70%)** and the bids that fail to achieve the minimum qualifying score will not be considered for further evaluation.
- Only bids that achieved the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 principles of the Preferential Procurement Policy Framework Act, No.5, 2000 with its 2022 Regulations.
- Points will not be given for non-submission of documents and poor response(s).

Only bidders who score a minimum points of 70 points (70%) shall be considered for further evaluation. Bidders who fail to score a minimum points of 70 points (70%) shall be disqualified and will not be considered for further evaluation

No	CRITERIA	GUIDELINES	MAXIMUM POINTS
1.	<b>Experience</b>	<p>List of similar projects undertaken or currently being undertaken in municipalities (Signed appointment letters and reference letters must be submitted).</p> <p>8 points will be awarded for each project undertaken. The maximum number of projects to be provided is 5 projects.</p> <p><b>Signed Appointment Letters on company letterhead or signed purchase order and signed Reference Letters on company letterheads in the last ten (10) years. (In case there is subcontracting the main contractor and subcontractor appointments letters with completion letters signed by the Client should be attached)</b></p>	40
2.	<b>Company Registration</b>	<p>Company to be registered and be a member as a payroll system provider to a relevant body.</p> <p>10 points will be awarded for a valid Certificate.</p> <p>Provide a valid registration Certificate. Certificate to be certified.</p>	10
3.	<b>Expertise</b>	<p>Submit Certified Accreditation Certificates and CVs of Team Members. Team member can be directors or employees of the Tenderer.</p> <p>3.1 Project team leader experience and with NQF Level 8 in Human Resources Management qualification.</p> <ul style="list-style-type: none"> <li>• 10 years' experience = 10 points</li> <li>• 8 years = 8 points</li> <li>• 6 years = 6 points</li> <li>• 4 years = 4 points</li> </ul>	30

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

		<ul style="list-style-type: none"> <li>• 2 year = 2 points</li> </ul> <p>3.2 Software Developer experience and with NQF Level 6 in Information Technology qualification.</p> <ul style="list-style-type: none"> <li>• 10 years = 10 points</li> <li>• 8 years = 8 points</li> <li>• 6 years = 6 points</li> <li>• 4 years = 4 points</li> <li>• 2 year = 2 points</li> </ul> <p>3.3 Team Member with experience and NQF Level 8 qualification in Accounting or Auditing or Financial Management.</p> <ul style="list-style-type: none"> <li>• 10 years = 10 points</li> <li>• 8 years = 8 points</li> <li>• 6 years = 6 points</li> <li>• 4 years = 4 points</li> <li>• 2 year = 2 points</li> </ul> <p>8 Points will be allocated for each team member</p> <p><b>Submit CV with experience, Certified copy Identity Document (ID), Certified Copies of Qualifications to Claim Points.</b></p>	
4.	<b>Methodology</b>	<p>Bidders must demonstrate how the project will be implemented by:</p> <p>4.1 Detailed work plan or project plan (5)  4.2 Support plan and turnaround time (5)  4.3 Training Plan (hand holding) (5)</p>	15
5.	<b>IT Security Management</b>	Quality Management System (Certified by SABS, ISO or relevant bodies)	5

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

**FORM OF BID – PRICING**

Sir,

Having examined the bid documentation of the above mentioned services, I/we offer for the **The Supply, Installation, Commissioning and Maintaining of Human Resources and Payroll System, and Employee Self-Service Solution** to uMshwathi Municipality, in conformity with the aforesaid documentation, for the sum as set out hereunder:

**Year 1** R \_\_\_\_\_ **VAT inclusive**

**Year 2** R \_\_\_\_\_ **VAT inclusive**

**Year 3** R \_\_\_\_\_ **VAT inclusive**

**Total for the quoted items (all 3 years) is as follows:**

R \_\_\_\_\_ (words) \_\_\_\_\_

Or such other sum as may be ascertained in accordance with the contract.

I/we are registered VAT vendors and the above price INCLUDES VAT.

I/we acknowledge that the VAT vending status as disclosed on this bid form shall remain constant for all purposes under this contract and no claim for adjustment will be entertained for any such claim.

In the event of there being any errors of extension or addition in the priced schedule of quantities (and/or specification), I/we agree to their being corrected, the rates being taken as correct.

I/we undertake to complete and deliver the whole of the works comprised in the contract within the time stated.

I/we are formally associated by written agreement with the following firms, corporations or companies:

\_\_\_\_\_  
(Enter Nil if no affiliations)

I/we are fully paid up members in good standing of the following organization (s):

\_\_\_\_\_  
(Enter Nil if no affiliations)

My/Our VAT vendor registration number is: \_\_\_\_\_

I/We bank at the \_\_\_\_\_ branch of

\_\_\_\_\_ where I/we have a \_\_\_\_\_

Account (no. \_\_\_\_\_)

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

Bankers contact name \_\_\_\_\_ & tel no. \_\_\_\_\_

I/we acknowledge that proof of the information entered in this offer required in terms of this document and/or provisional Letter of Acceptance, will be submitted and that the absence of such information or the failure to comply will render this offer unresponsive (invalid).

It is agreed and understood that this bid is valid for 4 months from the date hereof and that it, together with your final letter of acceptance, shall constitute a binding contract between us.

I/We understand that uMshwathi Municipality is not bound to accept the lowest or any bid and acknowledge that the uMshwathi Municipality may, if in its absolute discretion good and sufficient grounds are brought to its attention in writing within 5 working days from date hereof, decline to consider my/our offer.

Yours faithfully

SIGNATURE: \_\_\_\_\_

ON BEHALF OF: \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

(A street address where the Bidder can be reliably contacted must be given for the purpose of domicilium citandi et executandi) \_\_\_\_\_

DATE: \_\_\_\_\_

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

**BID FOR THE REQUIREMENTS OF UMSHWATHI MUNICIPALITY**

REQUEST FOR	
CLOSING DATE: 10 July 2026	CLOSING TIME: 12h00

DESCRIPTION:

Bid documents, placed in a sealed envelope and clearly marked with the bid number and Bid Description on the outside, must be deposited in the tender box situated in the reception area, Municipal Building, New Hanover, Main Road opposite police station.

Please note:

- Bidders must ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.
- All bids must be submitted on the official forms. Forms may not be retyped.
- This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract included in this bid document.
- The successful bidder will be required to fill in and sign a written Contract Form (MBD7).

THE FOLLOWING PARTICULARS MUST BE FURNISHED. FAILURE TO DO SO MAY RESULT IN YOUR BID NOT BEING ACCEPTED.

CENTRAL SUPPLIER DATABASE REGISTRATION NO: MAAA\_\_\_\_\_

NAME OF BIDDER:

.....

POSTAL ADDRESS:

.....

.....

STREET ADDRESS

.....

.....

.....

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

TELEPHONE: AREA CODE: ..... NUMBER.....

FACSIMILE: AREA CODE: ..... NUMBER.....

E-MAIL ADDRESS (IF AVAILABLE): .....

NAME OF CONTACT PERSON: .....

CELL PHONE NUMBER OF CONTACT PERSON: .....

Has a valid original tax clearance certificate been submitted YES / NO

Income Tax Number .....

Name of taxpayer

.....  
Identity number of taxpayer (if applicable)

Employer's PAYE registration number (if applicable)

.....

Company or CC Registration No YES / NO / NOTAPPLICABLE

Are you the accredited representative in South Africa  
for the goods / services offered by you? YES / NO / NOT APPLICABLE

**DELIVERY BASIS:**

Is the delivery period firm?	YES / NO
Period required for delivery after receipt of order (days)	
Is the price (inclusive of VAT) firm?	YES / NO
Discount offered:	Conditional/Unconditional
If conditional, state condition:	
Is offer strictly to specification/terms of reference	YES / NO
If not to specification/terms of reference. Please state deviation(s) if any: ..... ..... .....	

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

**BANK DETAILS:**

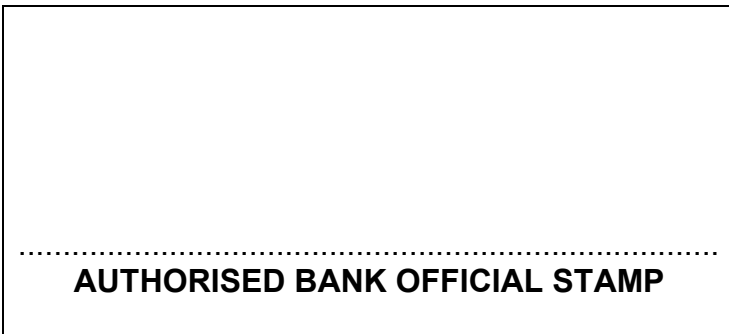
BANK NAME: \_\_\_\_\_

BRANCH: BRANCH CODE: \_\_\_\_\_

ACCOUNT HOLDER: \_\_\_\_\_

ACCOUNT NUMBER: ACCOUNT TYPE: \_\_\_\_\_

OFFICIAL STAMP FROM BANK



AUTHORISED SIGNATURE:  
.....

NAME:  
.....

CAPACITY:  
.....

DATE: .....

TENDER NO.	T2025/26/022				
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BIDDER

WITNESS

EMPLOYER

WITNESS

**uMSHWATHI MUNICIPALITY****TENDER FOR THE THE SUPPLY, INSTALLATION, COMMISSIONING AND MAINTAINING OF HUMAN RESOURCES AND PAYROLL SYSTEM, AND EMPLOYEE SELF-SERVICE SOLUTION**Bid Number: **T2025/26/022****GENERAL CONDITIONS OF CONTRACT****TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

- 29. Governing language
- 30. Applicable law
- 31. Notices
- 32. Taxes and duties
- 33. Transfer of contracts
- 34. Amendments of contracts
- 35. Prohibition of restrictive practices

**1. Definitions**

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

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

- 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 tenderer, and includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer 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 tendering price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the tender will be manufactured.
- 1.17 “Local content” means that portion of the tendering price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manager’s Representative” shall mean the Special projects Manager of uMshwathi Municipality.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Municipality” shall mean the uMshwathi Municipality.
- 1.20 “Municipal Manager” Or ‘Manager” shall mean the Municipal Manager of uMshwathi Municipality.
- 1.21 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.22 “Project site,” where applicable, means the place indicated in tendering documents.
- 1.23 “Purchaser” means the organization purchasing the goods.
- 1.24 “Republic” means the Republic of South Africa.
- 1.25 “SCC” means the Special Conditions of Contract.
- 1.26 “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.
- 1.27 “Supplier” means the successful tenderer who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.28 “Tenderer” shall mean the person or persons undertaking to supply the respective Services specified herein and shall include the legal personal representative, successors and assigns of the Supplier.

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

- 1.29 “Tort” means in breach of contract.
- 1.30 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.31 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

**2. Application**

- 2.1 These general conditions are applicable to all tenders, contracts and orders including tenders for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the tendering documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**3. General**

- 3.1 Unless otherwise indicated in the tendering documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a tender. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to tender are usually published in locally distributed news media and on the municipality/municipal entity website.

**4. Standards**

- 4.1 The goods supplied shall conform to the standards mentioned in the tendering 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.

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

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

**6. Patent Rights**

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

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

**7. Performance security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful tenderer 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 located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the tendering documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

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

**8. Inspections, tests and analyses**

8.1 All pre-tendering testing will be for the account of the tenderer.

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

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

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

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

**9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental Services**

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser’s personnel, at the supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

**14. Spare parts**

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

**15. Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser’s specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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.

**17. Prices**

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

**18. Variation orders**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

**22. Penalties**

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

**23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) If the supplier fails to perform any other obligation(s) under the contract; or
  - (c) If the supplier, in the 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

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

**24. Antidumping and countervailing duties and rights**

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

**25. Force Majeure**

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

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

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

**28. Limitation of Liability**

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

- 28.1 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.2 Notwithstanding any reference to mediation and/or court proceedings herein,
  - (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.
- 28.3 Except in cases of criminal negligence or 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.

**31. Notices**

- 31.1 Every written acceptance of a tender shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his tender or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser’s country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

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

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

**33. Transfer of contracts**

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

**34. Amendment of contracts**

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

**35. Prohibition of restrictive practices**

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

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

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

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

AUTHORITY OF SIGNATORY TO SIGN

(To be completed when the Bid is submitted by a Company, Corporation or Firm)

I, the undersigned, am authorized to enter into this Contract on behalf of

.....  
.....

by virtue of resolution/letter dated ....., a certified copy of which is attached.

Signature: .....

Name (in capital letters) : .....

In his/her capacity as : .....

Date : .....

As Witnesses:

1. Signature: .....Name: .....

2. Signature: .....Name: .....

MBD 3.3

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

**PRICING SCHEDULE**

**MBD 3.3**

Name of Bidder:.....	Bid Number: .....
Closing Time: .....	Closing Date .....

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total Estimated time for completion of all phases and including all Expenses inclusive of all applicable taxes for the project. R.....
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
-----	R-----	R-----
-----	R-----	R-----
-----	R-----	R-----
-----	R-----	R-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

-----	R-----	days
-----	R-----	days
-----	R-----	days
-----	R-----	days

- 5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc.). Only actual costs are recoverable. Proof of the Expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
R.....			
-----	-----	R.....	
-----	-----	R.....	
-----	-----	R.....	

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

TENDER NO.	T2025/26/022				
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BIDDER

WITNESS

EMPLOYER

WITNESS

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	-----	-----	R.....
-----	-----	-----	R.....
-----	-----	-----	R.....
-----	-----	-----	R.....
TOTAL:			R.....

6. Period required for commencement with project after Acceptance of bid

.....

7. Estimated man-days for completion of project

.....

8. Are the rates quoted firm for the full period of contract?

.....\*YES/ NO.

\*Delete if not applicable

9. If not firm for the full period, provide details of the basis on which Adjustments will be applied for, for example consumer price

Index.....

.....

.....

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

**MBD 4**

**DECLARATION OF INTEREST**

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

- 3.1 Full Name: .....
- 3.2 Identity Number: .....
- 3.3 Company Registration Number: .....
- 3.4 Tax Reference Number: .....
- 3.5 VAT Registration Number: .....

3.6 Are you presently in the service of the state\* **YES / NO**

3.6.1 If so, furnish particulars.

\_\_\_\_\_

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

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

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

.....

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

3.7.1 If so, furnish particulars.

.....  
.....

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

3.8.1 If so, furnish particulars.

.....  
.....

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

3.9.1 If so, furnish particulars

.....  
.....

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

3.10.1 If so, furnish particulars.

.....  
.....

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

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

3.11.1 If so, furnish particulars.

.....  
 .....

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

3.12.1 If yes, furnish particulars.

.....  
 .....

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

3.13.1 If yes, furnish particulars.

.....

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

3.14.1 If yes, furnish particulars:

.....  
 .....

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

Full Name	Identity Number	State Employee Number

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS



**MBD 6.1**

## 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 Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of R30 000.00 up to R50 000 000.00 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000.00 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R50 000 000.00 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
<b>1.3.1.1 PRICE</b>	.....80.....
<b>1.3.1.2 SPECIFIC GOALS</b>	.....20.....
<b>Total points for Price and Specific Goals</b>	<b>100</b>

1.4 Failure to submit CIPC Registration document and/or Central Data Base Report.

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

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

**2. DEFINITIONS**

2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 **“Highest acceptable tender”** means a tender that complies with all specifications and conditions of tender and that has the highest price compared to the other tenders;

2.3 **“lowest acceptable tender”** means a tender that complies with all the specifications and conditions of tender and has lowest price compared to the other tenders;

2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

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

2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

2.9 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.10 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.11 **“non-firm prices”** means all prices other than “firm” prices;

2.12 **“person”** includes a juristic person;

2.13 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.14 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

contract;

- 2.15 **“specific goals”** means specific goals as contemplated in section 2 (1)(d) of the Act which may include contracting with persons or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- 2.16 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.17 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in-order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

The bidder obtaining the highest number of total points will be awarded the contract.

- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for specific goals.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for specific goals, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### 4. POINTS AWARDED FOR PRICE

#### 4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

**5. Points awarded for a Specific Goals**

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for a specific goals stated in the tender advert in accordance with the table below:

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

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

**Claim for Specific Goals for 20 Points Allocation**

**To claim 20 points for specific goals, the company must have the following ownership:**

<b><u>GOALS</u></b>	<b><u>POINTS</u></b>	<b><u>VERIFICATION METHOD</u></b>
<b>Historical Disadvantaged Black Person</b> 100% Black Person Equal or greater than 51%	<b><u>10 MAX</u></b> 10 5	<b>CIPC/ CSD</b>
<b>Historical Disadvantaged Women</b> 100% Black Person Equal or greater than 51%	<b><u>5 MAX</u></b> 5 2.5	<b>CSD</b>
<b>Historical Disadvantaged Disabled Person</b> 100% Black Person Equal or greater than 51%	<b><u>5 MAX</u></b> 5 2.5	<b>Medical Certificate      Doctor's</b>

**6 DECLARATION WITH REGARD TO COMPANY/FIRM**

6.1 Name of firm : .....

6.2 VAT registration number : .....

6.3 Company registration number : .....

6.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
 .....

TENDER NO.	T2025/26/022				
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BIDDER

WITNESS

EMPLOYER

WITNESS

6.6 COMPANY CLASSIFICATION

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

6.7 MUNICIPAL INFORMATION

Municipality where business is situated

Registered Account Number .....

Stand Number .....

6.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS? .....

6.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals of contribution indicated in paragraph 5 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 5, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the specific goals has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

**WITNESSES:**

1. ....

.....  
SIGNATURE(S) OF BIDDER(S)

2. ....

DATE:.....

ADDRESS:.....

.....

.....

TENDER NO.	T2025/26/022				
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BIDDER

WITNESS

EMPLOYER

WITNESS

**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 .....

<b>WITNESSES</b>	
1	.....
2	.....
DATE: .....	

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I **Mr. RM. Khanyile** in my capacity as..... accept your bid under reference number ..... dated.....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	Specific Goals	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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 NO.	T2025/26/022				
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BIDDER

WITNESS

EMPLOYER

WITNESS

**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><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

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:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
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**

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
  
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
  
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
  
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> **Includes price quotations, advertised competitive bids, limited bids and proposals.**

<sup>2</sup> **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.**

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

## CERTIFICATE OF *INDEPENDENT BID DETERMINATION*

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

TENDER NO.	T2025/26/022				
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BIDDER

WITNESS

EMPLOYER

WITNESS

- (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.

<sup>3</sup> **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

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS



## ALTERATIONS BY SERVICE PROVIDER

Should the service provider desire to make any changes or modifications to the contract or specification, then the service provider shall set out the proposals clearly on this sheet or, alternatively, state them in a covering letter attached to the quotation, and mention the letter/s on this sheet. If the form is not filled in, the quotation will be deemed to have been based upon this document.

If no departures or modifications are desired, this sheet must be marked **NIL**, and **signed by the Bidder**.

PAGE	CLAUSE OR ITEM

BIDDER: ..... DATE .....

TENDER NO.	T2025/26/022				
		BIDDER	WITNESS	EMPLOYER	WITNESS