

NKANDLA MUNICIPALITY



BID NUMBER: NKA/OMM002/2023/24

TENDER DOCUMENT FOR:

PROVISION OF AN ORGANISATIONAL AND INDIVIDUAL PERFORMANCE MANAGEMENT SYSTEM AND RELATED PROFESSIONAL SERVICES FOR NKANDLA MUNICIPALITY FOR A PERIOD OF THREE YEARS

ENQUIRIES: SCM
ISSUED BY:
NKANDLA MUNICIPALITY
PRIVATE BAG X 161 NKANDLA 3855
TEL: 035 833 2000/40

SUMMARY FOR TENDER OPENING PURPOSES

NAME OF TENDERER:

TELEPHONE NO.:

ADDRESS:

CONTACT PERSON:

EMAIL ADDRESS:

TOTAL PRICE FOR 36 MONTHS
(INCLUDING VAT)

R

COMPANY REGISTRATION NUMBER:

CSD REGISTRATION NUMBER:

TENDER CLOSES AT 11h00 on Wednesday the 07th of August 2024

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TENDERER CONTACT DETAILS

This information shall be used for any correspondence or contact with the tenderer.
Please indicate whether you want to receive any correspondence via e-mail or send to your postal address by registered mail.

Name of Service Provider:	
Contact Person:	
Email Address:	
Telephone Number:	
Fax Number:	
Physical Address:	
Postal Address:	

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 in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

ADVERTISEMENT**INVITATION FOR THE SUBMISSION OF TENDERS**

Tenders are hereby invited in terms of Section 112 of the Local Government: Municipal Finance Management Act 56 of 2003 read with Nkandla Supply Chain Management Policy to undertake the following:-

PROVISION OF AN ORGANIZATIONAL AND INDIVIDUAL PERFORMANCE MANAGEMENT SYSTEM AND RELATED PROFESSIONAL SERVICES

BID NO: NKA/OMM002/2023/24

Suitable and qualified service providers are invited to provide an organizational and individual performance management system and related professional services for Nkandla Municipality for the period of 36 months (3 years). Detailed specification contained in the tender document.

TENDER DOCUMENTS

The physical address for collection of tender documents is Nkandla Municipality, Finance Department Main Building, Lot 292, Maree Road, Nkandla, upon presentation of a receipt proving prior payment of a non-refundable fee of **R 740.00** (inclusive of VAT), having been made at the Municipal Finance Department (**Only Cash accepted**), or deposited on the municipal bank account: FNB; Account No 62720610717, Branch 220930 (Use company name and bid number as reference). **Tender documents will be available as from 09h00 on Wednesday, 10 July 2024 until 13h00 on Friday 12 July 2024** and will also made available on www.nkandla.gov.za or www.etenders.gov.za.

SUBMISSIONS

Duly completed documents sealed in an envelopes, endorsed with tender number and Project Name are to be deposited in the Tender Box at the Municipal Offices, Lot 292 Maree Road, Nkandla, by no later than **Wednesday at 11h00 on the 07th August 2024 (closing date)**, where they will be opened in public. Tenders are to be submitted on the tender documentation provided by the Municipality.

SUPPORTING DOCUMENTS AND CONDITIONS

Nkandla Municipality's SCM policy will apply. Bidders are required to submit SARS tax pin issue certificate, CSD summary report, fully completed tender document, Company registration documents, certified director's IDs copies, where bidders will be required to provide them to proceed to next stage. The Council reserves the right to negotiate further conditions and requirements with the successful bidder and reserve the right not to appoint. Proposals that are late, incomplete, unsigned, faxed or e-mailed will not be accepted or considered. The municipality will accept no responsibility for the late delivery of bids by courier services or any other forms of mailing. The Nkandla Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid. Proposals shall remain valid for 90 days from the closing date (07 August 2024). **Refer to tender document for a detailed information.**

EVALUATION AND ADJUDICATION CRITERIA

First stage: Compliance (returnable documentation as per the tender document).

Second stage: Bidders will be evaluated based on functionality being 30 points for experience, 50 points for system functionality, and 20 points for capacity. The minimum threshold for functionality evaluation is 70 out of 100 points. Bidders who fail to meet the minimum threshold will not be further evaluated.

Third stage: Bids will be evaluated on 80/20 preference point system as outlined in the Preferential Procurement Policy Framework Act (Act No. 5 of 2000) of 2000 and its regulations, where 80 points will be scored for price and 20 points will be scored for specific goals as **detailed in the tender document.**

BID ENQUIRIES

All technical enquiries should be directed to Mr. N.M. Biyela, 035 833 2085 and Malusi.Biyela@nkandla.gov.za. For queries regarding the bidding procedures, kindly contact Miss L.N Mtshali, 035 833 2040 and Lethiwe.Mtshali@nkandla.gov.za.

MBD 1

**PART A
INVITATION TO TENDER**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NKANDLA LOCAL MUNICIPALITY

BID NUMBER:	NKA/OMM002/2023/24	CLOSING DATE:	07 August 2024	CLOSING TIME:	11:00
DESCRIPTION	PROVISION OF AN ORGANISATIONAL AND INDIVIDUAL PERFORMANCE MANAGEMENT SYSTEM				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT

LOT 292

Maree road

Nkandla

3855

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:	OR	CSD No:
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:**TECHNICAL INFORMATION MAY BE DIRECTED TO:**

DEPARTMENT	BUDGET & TREASURY OFFICE	CONTACT PERSON	Mr NM Biyela
CONTACT PERSON	Ms LN Mtshali	TELEPHONE NUMBER	035 833 2085
TELEPHONE NUMBER	035 833 2040	FACSIMILE NUMBER	n/a
FACSIMILE NUMBER		E-MAIL ADDRESS	Malusi.Biyela@nkandla.gov.za
E-MAIL ADDRESS	Lethiwe.Mtshali@nkandla.gov.za		

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|--|--|
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | ☐ YES ☐ NO |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? | ☐ YES ☐ NO |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | ☐ YES ☐ NO |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | ☐ YES ☐ NO |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | ☐ YES ☐ NO |

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

DETAILS OF TENDERER

Name of firm / entity / enterprise	
Trading as (if different from above)	
Postal address	Postal Code _____
Physical address	
Contact Details of the Person Signing the Tender:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of the Senior Manager Responsible for Overseeing Contract Performance:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of Person Responsible for Accounts / Invoices:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Company Income Tax Number	
VAT Registration Number	
Company Registration Number	
Any other Registration Applicable to this Industry	

DETAILS OF TENDERING ENTITY'S BANK

I/We hereby authorize the Employer/Client to approach all or any of the following bank/s for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE
Name of bank	
Branch name	
Branch code	
Name of Account Holder	
Account number	
Type of Account	

Signature of Tenderer: _____

Date: _____

THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS / PARTNERS

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

NAME OF TENDERER

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

- The enterprise submits a Tender to the Nkandla Municipality in respect of the following:

TENDER NUMBER: NKA/OMM002/2023/24

- Mr/Mrs/Ms _____

In his/her capacity as _____

and who will sign as follows: _____
(SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the enterprise mentioned above.

Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

NAME OF TENDERER

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Tender to the Nkandla Municipality in respect of the following:

TENDER NUMBER: NKA/OMM002/2023/24

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium / Joint Venture):

_____ and

_____ and

2. Mr/Mrs/Ms _____

In his/her capacity as _____

and who will sign as follows: _____
(SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the **Consortium / Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a consortium or joint venture accepts jointly and several liability with parties under item 1 above for the fulfilment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered into with the Nkandla Municipality in respect of the project described above under item 1.

4. The **Consortium / Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and contract with the Nkandla Municipality in respect of the project under item 1:

(Physical Address) _____

Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

JOINT VENTURE

Only to be completed if applicable

Name of Joint Venture:	
Names of Each Enterprise:	
(1) Name and Address of Enterprise:	
(2) Name and Address of Enterprise:	
(3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise?	YES NO
CIDB Registration Number(s), if any:	

Submit your Joint Venture Agreement together with this annexure. If no Joint Venture Agreement is submitted, your tender will be disqualified.

SIGNED ON BEHALF OF JOINT VENTURE _____

SPECIFICATION

1. GENERAL INFORMATION

- Nkandla Local Municipality is an organ of state established by section 12 of the Local Government: Municipal Structure Act, Act 117 of 1998 (The Act). Section 217 of the Constitution of the Republic of South Africa provides that when an organ of state in the national, provincial or local sphere of government, or any other institution identified in national legislation, contracts for goods or services, it must do so in accordance with a system which is fair, equitable, transparent, competitive and cost-effective.
- The purpose of this project is to provide the Nkandla Local Municipality with an Organisational and Individual Performance Management System including related professional services capable of assisting with the overall achievement of the Municipality's vision.
- The Performance Management System (PMS) of Nkandla Municipality must be aligned to its priorities, objectives, and performance indicators and targets as reflected in its Integrated Development Plan (IDP), as set out in the Local Government: Municipal Systems Act 32 of 2000 and regulations on performance management.
- Performance management within Nkandla Local Municipality with grouped into three integrated and dependent parts namely; Organisational Performance Management, Performance of Section 56/57 Managers and Individual Performance Management.

It is further expected and assumed that readers are familiar with the fundamentals of performance management within Local Government as well as sound understanding of the board body of legislation that governs Local Government such as but not limited to the following:

- Municipal Structures Act, 1998
- Municipal Systems Act, 2000
- Municipal Finance Management Act, 2003
- National Treasury: Framework for managing programme performance information (2007)
- Municipal planning and performance management regulations (796, Aug 2001)
- Municipal performance regulation for municipal managers and managers directly accountable to Municipal Managers (R805, Aug 2006)
- Regulations on appointment and conditions of employment of senior managers (17 January 2014)
- National Treasury MFMA: Circular No 13

2. CONTRACT DURATION

The agreed contract period will be for a period of thirty six (36) months.

3. SCOPE OF PROJECT

3.1 Nkandla Local Municipality would like to address the following business objectives in the implementation of the required solution:

3.1.1 Implement an Electronic Performance Management System with an audit record of all amendments; updates and processes linked to a user id and date stamp;

3.1.2 The proposed system should be web based with access gained to the system via a web browser and an internet connection.

3.1.3 Implement a system to address the monitoring of organisational and individual performance management processes;

3.1.4 Implement a system for the Service Delivery Budget SDBIP to be captured, reporting of actual performance and extraction of information; Implement a system for the Financial information in the SDBIP

to be populated from the Financial System via seamless integration based on mSCOA prescriptions from National Treasury and summaries as required by Management.

- 3.1.5 Implement a system to address Portfolio of evidence management;
- 3.1.6 Implement a system to facilitate the updating of organizational and individual performance indicators;
- 3.1.7 Implement a system that generate performance reports;
- 3.1.8 Implement a system to facilitate the development of Individual Performance Plans (including self-review and Manager Review);
- 3.1.9 Implement a system to facilitate Individual Performance assessments;
- 3.1.10 Implement a system to facilitate the moderation of individual performance evaluations;
- 3.1.11 Implement a system to generate performance reports;
- 3.1.12 Provision of helpdesk services to assist users;
- 3.1.13 Provision of Professional Services as specified in the document;

3.2 Tenderers are required to complete the following tables in the order as presented:

- 3.2.1 Organisational Performance Management System
- 3.2.2 Organisational Performance Management Reporting
- 3.2.3 Individual Performance Management System
- 3.2.4 Performance Moderation
- 3.2.5 Reporting (Excel & Pdf)
- 3.2.6 Portfolio of Evidence
- 3.2.7 Security/Archiving/User Management
- 3.2.8 Support and Related Matters
- 3.2.9 Professional Services

3.3 KEY PERFORMANCE INDICATORS

The following key performance indicators will be applicable to the successful bidder and will be measured at least on an annual basis to assess the performance:

- 3.3.1 Availability of system at least 98% of the time per month.

Standard: System availability at least 98% of the time per month.

Target: 98% achievement.

Proof of evidence: System logs.

- 3.3.2 Attend to all requests timeously.

Standard: Support provided on e-mail related queries attended to within 48 hours.

Target: 48 Hours.

Proof of evidence: Email response to enquiry.

3.4 . RESPONSE

The major requirements, main features and functional specifications of the envisaged System are detailed below for the Tenderer's response.

Please respond by indicating, "COMPLY", "DO NOT COMPLY". The term "DO NOT COMPLY" must be applied if the solution does not 100% fit the description.

If Tenderers would like to provide comments or qualify "DO NOT COMPLY" answers, please use a separate annexure to the bid document and PLEASE CLEARLY indicate the point for comment or qualification as referenced in your point by point response.

3.5. ORGANISATIONAL AND INDIVIDUAL PERFORMANCE MANAGEMENT SYSTEM AND SPECIFICATIONS

3.5.1 ORGANISATIONAL PERFORMANCE MANAGEMENT SYSTEM

No	Description	Comply	Do comply	not	For proof of compliance provide reference page
3.5.1.1	Clear alignment to the comments of MFMA circular 13 on SDBIP: ☐ Monthly projections of revenue to be collected for each source. ☐ Monthly projections of expenditure (operating and capital) and revenue for each vote. ☐ Quarterly projections of service delivery targets and performance indicators for each delivery. ☐ Detailed capital works plan broken down by ward over three years. vote. ☐ Ward information for expenditure and service				
3.5.1.2	Clear segregation of Top Level and Departmental SDBIP.				
3.5.1.3	Capability to link indicators to the Strategic Objectives of Local, Provincial and National Government.				
3.5.1.4	Capability to link indicators to the Risks, Turnaround plans or other strategic plans.				

No	Description	Comply	Do not comply	For proof of compliance provide reference page
3.5.1.5	Capability to link indicators to the segments of mSCOA (Funding, Function, Item, Regional Indicator, Municipal Standard Classification, Project and Costing).			
3.5.1.6	Ability to incorporate organizational structure in the updating and reporting processes as well as the segregation of these processes to designated users.			
3.5.1.7	Fields to report on Performance Comments and Corrective Measures (in cases of underperformance) per KPI.			
3.5.1.8	Ability to set deadlines for reporting on indications on a monthly basis.			
3.5.1.9	Automated Reminder E-mails to inform users of deadlines for reporting.			
3.5.1.10	Ability to report actual performance on KPIs in number, percentage or Rand value.			
3.5.1.11	Visual color codes to indicate performance in relation to target.			
3.5.1.12	Customizable calculation types to calculate performance (eg. Losses of less than 10%).			

3.5.2 ORGANISATIONAL PERFORMANCE MANAGEMENT REPORTING

No	Description	Comply	Do not comply	For proof of compliance provide reference number page
3.5.2.1	System must allow for the viewing to performance in line with the structure of the organisation (<i>Municipal Manager must be able to see all reported performance, while Director Corporate Services must be able to view the performance of all department within the directorate</i>).			
3.5.2.2	Functionality to report via graphs per department and specified time period (<i>both bar and pie graphs</i>).			
3.5.2.3	Functionality to broadly customize reports and select various filter by fields.			
3.5.2.4	Option to generate reports Onscreen or in Microsoft Excel format.			
3.5.2.5	Must be able to generate reports suitable quarterly, mid- year and annual performance reports - MFMA Section 52, Section 72 and Section 46 of MSA			

3.5.3 INDIVIDUAL PERFORMANCE MANAGEMENT SYSTEM

No	Description	Comply	Do not comply	For proof of compliance provide reference number page
3.5.3.1	Set the dates of the key events of the evaluation periods for the financial year.			
3.5.3.2	Confirm the evaluation periods.			
3.5.3.3	Default settings for the performance plan.			

No	Description	Comply	Do not comply	For proof of compliance provide reference number page
3.5.3.4	Uploading of new plans: ☐ Import from SDBIP. ☐ Import from Non-SDBIP.			
3.5.3.5	Performance Plans that include both KPIs and Core Competencies.			
3.5.3.6	Ability to select from predetermined Core Competencies.			
3.5.3.7	Function to assign weights to KPIs.			
3.5.3.8	Library of indicators.			
3.5.3.9	Adding indicators and core competencies from previous year.			
3.5.3.10	Adding new indicators.			
3.5.3.11	Adding new core competencies.			
3.5.3.12	Listing of individual performance plans and plan status in line with organisational structure.			
3.5.3.13	Option for self-evaluation by system & Non-system users.			
3.5.3.14	Option for evaluation by Manager.			
3.5.3.15	Evaluation template for non-system users.			

No	Description	Comply	Do not comply	For proof of compliance provide reference number page
3.5.3.16	Possible to maintain a list of quick entry tables which users can easily access.			
3.5.3.17	Users may have more than one role (e.g. Module administrator, admin, manager).			
2.1.4.3.18	Different user names may be assigned to the same role.			
3.5.3.19	Designations may be an attribute of role (e.g. Chief Information Officer).			
3.5.3.20	Provides for time restrictions, which escalate the work to another user or sends a message to a specified user should the work not be performed within the specified time limit.			
3.5.3.21	Alerts must be able to trigger the execution of actions (e.g. collecting information from a database, performing calculations, etc.).			
3.5.3.22	System must allow for the viewing to performance in line with the structure of the organisation (<i>Municipal Manager must be able to see all reported performance, while Director Corporate Services must be able to view the performance of all department within the directorate</i>).			
3.5.3.23	Allow for the upload of Performance Development Plans (PDP'S) in line with the guidelines/ format of COGTA.			
3.5.3.24	System capacity to accommodate 500 users			

3.5.4 PERFORMANCE MODERATION

No	Description	Comply	Do not comply	For proof of compliance provide reference number page
3.5.4.1	Moderation at 3 levels.			
3.5.4.2	Allowing changes to scoring and performance comment.			
3.5.4.3	Printable moderation summary (PDF).			

3.5.5 REPORTING (EXCEL & PDF)

No	Description	Comply	Do not comply	For proof of compliance provide reference number page
3.5.5.1	Export of performance evaluation document for non- system users.			
3.5.5.2	Export of Performance Plans.			
3.5.5.3	Performance Status Report.			
3.5.5.4	Evaluation Status Report.			
3.5.5.5	Evaluation Score Report.			
3.5.5.6	Personal Development Plan Report.			
3.5.5.7	Functionality to report via graphs per department and specified time period (both bar and pie graphs).			
3.5.5.8	Functionality to broadly customize reports and select various filter by fields.			
3.5.5.9	Option to generate reports Onscreen, PDF and in Microsoft Excel format.			

3.5.6 PORTFOLIO OF EVIDENCE

No	Description	Comply	Do not comply	For proof of compliance provide reference page number
3.5.6.1	Saving of PDF, Word and Excel as attachments (max size 50mb).			
3.5.6.2	Saving of e-mails and attachments with metadata as a record.			
3.5.6.3	Drawing of Reports in PDF and Excel.			

3.5.7 SECURITY/ARCHIVING/USER MANAGEMENT

No	Description	Comply	Do not comply	For proof of compliance provide reference page number
3.5.7.1	Access control can be determined at Module Administrator Level.			
3.5.7.2	Provides a log of every activity performed on a document and system.			
3.5.7.3	Profile history.			
3.5.7.4	Controls access rights to data for: ▪ Read only ▪ Create ▪ Update ▪ Delete			
3.5.7.5	Access control may be specified at: ▪ User level ▪ Group Level ▪ Role Level			
3.5.7.6	A process may be designed and changed by one or more specified owners of a process.			
3.5.7.7	An owner of a group may be able to view and perform the tasks of all members of the group.			

3.5.7.8	Login Attempt Report.			
3.5.7.9	User Activity Report.			
3.5.7.10	Disaster Recovery – Plan in place to roll-back data to specific point in time.			
3.5.7.11	Data to be backed up on a weekly basis.			
3.5.7.12	Testing of backup on regular intervals – at least monthly			
3.5.7.13	System availability reports			
3.5.7.14	System Updates and Maintenance reports			

3.5.8 SUPPORT AND RELATED MATTERS

No	Description	Comply	Do not comply	For proof of compliance provide reference page number
3.5.8.1	Ongoing support via a helpdesk and e-mail. Email responses within a 48-hour period			
3.5.8.2	Maintenance of updating modules to comply with legislative requirements.			
3.5.8.3	Hands-on support to implement performance management on senior management and individual staff as and when required.			
3.5.8.4	Training sessions to staff to effectively use the system.			
3.5.8.5	Ensuring adequate skills transfer to relevant municipal officials			

3.5.9 PROFESSIONAL SERVICES

No	Description	Comply	Do not comply	For proof of compliance provide reference page number
3.5.9.1	Facilitation of performance reviews of the senior management teams.			
3.5.9.2	Upload of data.			
3.5.9.3	Ad-hoc Training.			
3.5.9.4	Drafting of SDBIP.			
3.5.9.5	Drafting of Integrated Development Plan.			
3.5.9.6	Drafting Annual Report.			

The Municipality reserve the right to visit Municipalities listed to confirm compliance as claimed above. on Section 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.5.8 and 3.5.9.

EVALUATION CRITERIA

a) First stage: Compliance and functionality

- Compliance:

The Municipality will be assessing the following mandatory compliance requirements (proof must be submitted with the tender document):

- Registration on the Central Supplier Database (CSD),
- Certified company registration documents,
- Certified Identity documents (ID) of all the directors, and
- SARS Tax Compliant PIN.

b) **Second stage:** Bidders will be evaluated based on functionality being 30 points for experience, 50 points for system functionality, and 20 points for capacity. The minimum threshold for functionality evaluation is 70 out of 100 points. Bidders who fail to meet the minimum threshold will not be further evaluated.

- Functionality:

NO	DESCRIPTION	EVIDENCE	MAXIMUM SCORE	SCORE
Company experience				
1	Municipal Local Government experience Over 10+ years : 10 points 6-10 years : 7 points 3-5 years : 4 points Less three years : 0 points	Company profile	10	
2	Previous municipal client list/references (10) 7 Clients or more : 10 points 4-6 Clients : 5 points 2-3 Clients : 3 points 0-1 : 0 Points	Appointment letters <i>(from the respective public sector clients)</i>	10	
3	Existence of company or legacy companies (10) 10+ Years : 10 points 6-10 Years : 7 points 3-5 Years : 4 points	Business registrations documents.	10	

NO	DESCRIPTION	EVIDENCE	MAXIMUM SCORE	SCORE
Municipal clients obtaining clean audit status on the Audit of Pre-Determined Objectives whilst using the system (10)				
4	5 Clients :10 Points 2-4 Clients : 5 Points 1 Client : 2 Points	bidders must submit the names of the Municipalities and the dates of appointment at the municipality as well as proof that the municipality obtained a clean audit status during the time that the system was operational.	10	
Qualifications and level of experience of Project team leader (10)				
5	a) Relevant qualifications (Public Administration/ Internal Audit/Economic development) and experience of project team leader <i>i) Qualifications of Project Leader:</i> Masters (NQF 9) :5 Points Honours Degree (NQF 8) :3 points B Degree (NQF 7) :1 Point <i>ii) Experience:</i> => + 10 years :5 Points => 6 - 10 years :3 Points => 3 - 5 years :1 Point	bidders must submit a complete Curriculum Vitae (CV) stating clearly stating qualifications and experience of project team leader as well as copies of qualifications.	10	
System Functionality (50)				
6	The compliance of the system functionality will be evaluated based on the response of comply or do not comply. The municipality reserves the right to perform practical tests at a site listed by service provider as proof. Each question will count 1 point, when calculating functionality, the count will be express as % compliance. Points will be allocated based on the % compliance as follow: Above 90% :50 Points 80% to 89.99% :40 Points 70% to 79.99% :30 Points 60% to 69.99% :20 Points	The evaluation of functionality regarding a Consortium or Joint venture, will be performed as follows: For company experience the evaluation is based on the experience of the	50	

NO	DESCRIPTION	EVIDENCE	MAXIMUM SCORE	SCORE
		partner with the highest/longest experience record. The leading partner of the consortium or joint venture is determined by the shareholding regarding the liability, which is included in the consortium or joint venture agreement. If required for the evaluation of the financial ratings, if not issued for the consortium or joint venture specifically, the rating of the leading partner will be use in the assessment.		
	TOTAL		100	

NB: Only proposals which pass the first stage with the **minimum of 70%** for the functionality will then be evaluated further in the second stage.

c) Third stage: Preferential points system (80/20); 80 for price and 20 for Specific goals.

This tender will be evaluated using 80/20 evaluation being 80 for price and 20 for specific goals, bidders must state the value of their fees as follows:

Specific Goals 2: Reconstruction and Development Programme Goals (maximum points 20)

The specific goals allocated in terms of this tender	Number of points allocated	Verification document(s)
Promotion of Business falls under the South African enterprise	5	CIPC registration certificate / detailed CSD
EME/QSE that is 100% owned by Women	5	Identity document
LOCALITY		
Enterprise located within KZN province	10	CSD and Proof of Municipal Account
Enterprise located in South Africa outside KZN Province	5	CSD and Proof of Municipal Account

PRICING SCHEDULE

Pricing Instructions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract that the tenderer has taken into account when developing his prices.

1. Pricing Instructions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract that the tenderer has considered when developing his prices.
2. The short descriptions given in the pricing schedule below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the specific conditions of contract as well as under the scope of work.
3. For the pricing schedule, the following words shall have the meanings hereby assigned to them:
 - 3.1 Unit means the unit of measurement for each item of work.
 - 3.2 Quantity means the number of units of work for each item.
 - 3.3 Rate means the agreed payment per unit of measurement.
 - 3.4 Amount means the product of the quantity and the agreed rate for an item.
 - 3.5 Sum means an agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.
4. A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the pricing schedule. An item against which no price is entered will be covered by the other prices or rates in the pricing schedule.
5. The rates, sums, percentage fees and prices in the pricing schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Special Condition of Contract and the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.
6. Where quantities are given in the pricing schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the pricing schedule. In respect of time- based services, the allocation of staff must be agreed with the employer before such services are rendered.
7. All rates, sum, percentage fees or prices (as applicable) tendered in the pricing schedule shall be final and binding and shall not be subject to any variation throughout the period of the contract.
8. The pricing to be indicated in Section A is based on estimated quantities from the previous year and is only used for evaluation purposes.
9. For section A only, firm pricing will be accepted, non-firm prices (including prices subject to rates of exchange variations) will not be considered.

10 The bid will be evaluated based on the total cost of contract, in other words the rates multiplied by the quantities for the first year as per section A of the price schedule after which the quoted escalation rates as per Section B of the Bidding schedule will be applied to the annual cost excluding the once off implementation cost, if any.

11 No other format of pricing schedule, as prescribed in the pricing schedule below will be allowed.

SECTION A OF PRICING SCHEDULE

YEAR 1 (1 October 2024 – 30 September 2025)

Organisational Performance:

Item no	Description	Rate per item (Inclusive of VAT)	Estimated Quantity	Amount (Inclusive of VAT) (Rate x Estimated Quantity)
A	B	C	D	E
1.	Implementation cost (Import of data) (Once off implementation cost, payable on sign-off)		Once off (1)	
2.	Annual licence fee		1	
3.	SDBIP User description fee		40	
4.	Hosting fee for data (per mb)		2000	

Individual Performance Management:

Item no	Description	Rate per item (Inclusive of VAT)	Estimated Quantity	Amount (Inclusive of VAT) (Rate x Estimated Quantity)
A	B	C	D	E
	Implementation cost (import of data) (Once off implementation cost, payable on sign-off)		Once off (1)	
1.	Individual Performance Management Fee: Rate for unlimited licenses		N/A	

Professional Services:

Item no	Description	Rate per item (Inclusive of VAT)	Estimated Quantity	Amount (Inclusive of VAT) (Rate x Estimated Quantity)
A	B	C	D	E
1.	Loading of SDBIP		1	
2.	Loading Amendments to the SDBIP		1	
3.	Drafting Performance Agreements of Senior Management		7	
4.	Assisting with the performance evaluations of Senior Management		2	
5.	Drafting of Top Layer SDBIP KPI systems descriptions		1	
6	Additional development for improvements and compliance (rate per hour)		40	
7.	Drafting of SDBIP		1	
8.	Drafting of Integrated Development Plan		1	
9.	Drafting of Annual Report		1	
10.	Training on system (per day)		10	
11.	Support Service to users via Helpdesk		1	
12.	Traveling – Rate per km		2000	
13.	Accommodation – per night per person		10	

THE TENDER OFFER

The Municipal Manager
Nkandla Municipality
Private Bag X161
Nkandla
3855

Sir,

I/We _____ offer to manage and maintain in accordance with the contract requirements and specifications for an amount of:-

	Price for duration of the contract (36 months) Inclusive of VAT
PROVISION OF AN ORGANISATIONAL AND INDIVIDUAL PERFORMANCE MANAGEMENT SYSTEM AND RELATED PROFESSIONAL SERVICES.	R _____
	In words _____

Until such time that a formal agreement is compiled and accepted, these tenders will be in conjunction with your acceptance or the persons acting on your behalf and will be a binding contract between both parties.

I/We hereby acknowledge:-

1. that I/We have read and acquainted myself/ourselves with the terms and conditions of proposal and understand the purpose thereof and agree that all such conditions shall form part of this tender;
2. that this offer is irrevocable for a period of 3 (three) months from the date fixed for the opening of tenders and may be accepted in writing by the Nkandla Municipality, at any time during that period, which acceptance, together with this tender shall constitute a binding agreement of purchase and sale between the Nkandla Municipality and myself/ourselves.

THE CONDITIONS OF TENDER: I/WE READ AND ACCEPT

Signature of person authorized to sign the tender

Name (of signatory in capitals)

Name of Tenderer: (organization)

Address:

Telephone Number:

Cell phone Number:

Witness Signature

Witness Name (in Capitals)

Date

FAILURE OF A TENDERER TO SIGN AND COMPLETE THIS FORM IN FULL WILL INVALIDATE THE PROPOSAL

ACCEPTANCE

By signing this part of the form of offer and acceptance, the employer identified below accepts the supplier's offer. In consideration thereof, the employer shall pay the supplier the amount due in accordance with the conditions identified

in the tender data. Acceptance of the supplier's offer shall form an agreement between the employer and the supplier upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the supplier receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the supplier within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

For the Employer: **NKANDLA MUNICIPALITY**

Name: Miss N.P Dlamini

Signature: _____

Capacity: **MUNICIPAL MANAGER**

Date: _____

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 the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

- 3.1 Full Name of bidder or his / her representative:

- 3.2 Identity number:

- 3.3 Position occupied in the Company (director, trustee, shareholder²)

- 3.4 Company Registration Number:

- 3.5 Tax Reference Number:

- 3.6 VAT Registration Number:

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

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

- 3.8.1 If yes, furnish particulars.

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

- 3.9.1 If so, furnish particulars.

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

3.10.1 If so, state particulars.

.....

.....

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

3.11.1 If so, state particulars.

.....

.....

3.12 Are any of the company's directors, managers, principal or stakeholders in service of the state?

YES / NO

3.12.1 If so, state 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 so, 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 so, furnish particulars.

.....

.....

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

THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE:

Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number (Where applicable)

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

MBD 6.1**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean

that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmin	=	Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as

indicated in paragraph 1 of this form;

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

MBD 7.2**CONTRACT FORM - RENDERING OF SERVICES**

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax Pin certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - 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

MBD 7.2**WITNESSES**

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I in my capacity as accept your bid under reference 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.

<u>DESCRIPTION OF SERVICE</u>	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
 - 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
 - 3 Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
 - 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
 - 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:
- ¹ **Includes price quotations, advertised competitive bids, limited bids and proposals.**
- ² **Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**NKA/OMM002/2023/24– PROVISION OF AN ORGANISATIONAL AND INDIVIDUAL
PERFORMANCE MANAGEMENT SYSTEM AND RELATED PROFESSIONAL SERVICES.
FOR THE PERIOD OF 36 MONTHS.**

in response to the invitation for the bid made by:

NKANDLA MUNICIPALITY

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid;

or

(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
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

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

PAST EXPERIENCE

COMPULSORY TO COMPLETE

Tenderers must furnish hereunder details of similar works/services, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer.

NAME OF THE EMPLOYER	DURATION AND COMPLETION DATE OF WORKS / SERVICES	EMPLOYER CONTACT PERSON NAME AND NUMBER	EMPLOYER CONTACT PERSON E-MAIL ADDRESS

DATE_____
SIGNATURE OF TENDERER

GENERAL CONDITIONS OF CONTRACT

NKANDLA MUNICIPALITY PROCUREMENT

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General Conditions of Contract

1. Definitions:

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14 "GCC" means the General Conditions of Contract.
 - 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
 - 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to

be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods 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 valueadding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application:

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids 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 bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General:

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

5. Use of contract documents and information inspection:

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider 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 provider's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights:

- 6.1 The provider 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 or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.

7. Performance security:

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

8. Inspections, tests and analyses:

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, test and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing:

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

10. Delivery and documents:

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

11. Insurance:

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

12. Transportation:

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

13. Incidental services:

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

14. Spare parts:

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

15. Warranty:

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment:

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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 provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid 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 exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment:

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

20. Subcontracts:

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

21. Delays in the Supplier's Performance:

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 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 supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties:

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

actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default:

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

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

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

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

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

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

own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-Dumping and Counter-Vailing duties and rights:

24.1 When, after the date of bid, provisional payments are required, or antidumping 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 antidumping 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 supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure:

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

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

26. Termination for insolvency:

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

27. Settlement of disputes:

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

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

- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 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 to the supplier for goods delivered and / or services rendered according to the prescripts of the contract.
28. Limitation of liability:
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language:
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law:
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
31. Notices:
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties:
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
33. Transfer of contracts:
- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.
34. Amendment of contracts:
- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
35. Prohibition of 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 are 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.

CERTIFICATE FOR MUNICIPAL SERVICES

Information required in terms of the Nkandla Municipality's Supply Chain Management Policy.

Tender Number: NKA/OMM002/2023/24

Name of the Tenderer: _____

FURTHER DETAILS OF THE BIDDER/S: Proprietor / Director(s) / Partners, etc:

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

I, _____, the undersigned,
(full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

_____ Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at _____ on the _____ day of _____ 2024

Please note:

Even if the requested information is not applicable to the Bidder, the table above should be endorsed **NOT APPLICABLE** and **THIS DECLARATION MUST STILL BE SIGNED**.

ANNEXURES

