

PHOKWANE LOCAL MUNICIPALITY



TENDER NO: PLM/TEPMS/0604 - 2025

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

Closing Date: 15 MAY 2025 AT 12:00pm

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

PHOKWANE LOCAL MUNICIPALITY



INVITATION FOR PROSPECTIVE BIDDERS

Prospective service providers are invited to tender as follows:

BID NO.	DESCRIPTION	EVALUATION CRITERIA	PRICE PER DOCUMENT (Non-refundable)	COMPULSORY BRIEFING SESSION	CLOSING DATE AND TIME
PLM/TEP MS/0604 - 2025	Provision of an electronic web-based performance management system and related consulting activities for a period 36 months.	80 / 20 80 – Price 20 – Specific goals Compliance and functionality Criteria inside tender document	R0.00	No Briefing session	15 MAY 2025 at 12:00 pm.

This Tender will be evaluated in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Regulations, 2022 pertaining to the PPPF Act (No 5 of 2000) and the Supply Chain Management Policy and Preferential Procurement Policy 2023 of Phokwane Local Municipality. Phokwane Local Municipality is not bound to accept the lowest bid or award a contract to the bidder scoring the highest points. The Municipality reserves the right to partial acceptance of one or more bids, to withdraw any invitation to tender and/or to re-advertise or to reject any tender.

A maximum of 20 points (80/20 preference points system) will be allocated for specific goals. These goals are: Contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability, 50% of the 20 points will be allocated to promote this goal. The other 50% of the 20 points will be allocated to promote the goal of Local labour and / or promotion of enterprises located in the municipal area.

Tender should be clearly marked: (Bid Number and description) and must be deposited into the tender box situated at municipal main office, 24 Hertzog Street, Hartswater, Ground floor on or before the 15th of May 2025 before 12:00 pm.

Tender document is downloadable for free from 7 April 2025 at Phokwane Local Municipality website (www.phokwane.gov.za) and e-Tender www.etender.gov.za. **Please Note:** Tender document will not be available in SCM office and print outs will not be made for bidders. Enquiries on Technical is Mrs T. Pule and supply chain related matters to Mrs M Viljoen at tel. (053) 474 9700 during office hours.

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

If no response is received in Thirty (90) days after the closing date, consider your bid unsuccessful.

Z Nikani
Municipal Manager

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

Tender No: PLM/TEPMS/0604 - 2025

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

Scope of work

1. Scope

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

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

1. INTRODUCTION AND BACKGROUND

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

2. CURRENT STATE

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

3. SCOPE OF WORK

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

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

- a) Performance Management Statutory Requirements;

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

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

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

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

ELECTRONIC PERFORMANCE MANAGEMENT SYSTEM (PMS)

Electronic organisational performance management system including an electronic system to manage the Service Delivery Budget Implementation system (SDBIP) and the Local Government Staff Regulations, 2021.	(a) Electronic web based organisational performance management system to be provided and hosted by the service provider; (b) Facilitate the management and reporting of the SDBIP; (c) The system must be able to integrate with the financial system and address all MSCOA requirements; (d) Drafting of the SDBIP's (if required); (e) Loading of the SDBIP; (f) Link indicators to the strategic objectives of Local, Provincial and National Government; (g) Link indicators to the risks or other strategic plans; (h) Link indicators to the segments of mSCOA (funding, function, item, regional indicator, municipal standard classification, project and costing); (i) Assistance during the mid-year to review the SDBIP and load the revisions (if required); (j) Training sessions to staff to effectively use the system; (k) System to allow for reports to be generated on the progress with the implementation of the SDBIP and for mitigation efforts; (l) Assistance during the quarterly organisational performance review process (if required) (m) Transfer of data from the current system to the new system, data setup and support (if required).
Performance agreements for senior management	(a) Electronic web based individual performance management system to be provided and hosted by the service provider; (b) Drafting of performance agreements that are electronically managed (if required); (c) Ensuring that performance agreements comply with all legislative requirements; (d) Facilitate the performance reviews of senior management (if required);

	(e) Provide hands on support for end year evaluations by attending the panel meetings, training and guiding the panel members, calculating the results and submitting a report on the evaluations to the municipality for tabling to the municipal council (if required); (f) Provide hands on support for mid-end year evaluations, if required by the municipality, by attending the panel meetings, training and guiding the panel members, calculating the results and submitting a report on the evaluations to the municipality for tabling to the municipal council (if required); (g) Make provision for assistance without having a formal panel as during mid-year evaluations. Preparing evaluations templates and assist with calculations (if required).
Performance plans for all staff excluding senior management	(a) Populate set dates of key events, including evaluation periods per financial year from 1 July to 30 June. (b) Develop and populate performance agreements for all individuals, excluding senior managers. The performance agreement must include a performance plan that contains the following: (i) Name, job title and the department of the staff member; (ii) Objectives or targets; (iii) KPA's, their weightings and the target date for meeting the KPA. Ensure that KPA's relate to a staff member's functional area and must consist of not less than 5 and not more than 7 KPA's; (iv) KPI's and the performance standard for each KPI. Develop SMART KPI's for all staff members that are aligned to each individual staff members' line manager; (v) Name and definition of the job specific competencies as derived from Annexure A of the Municipal Staff Regulations (maximum of 6 competencies within a performance cycle), their weightings and the expected level of capability for each competency; (vi) A personal development plan prepared in compliance with the Work Skills Plan; (vii) Performance plans aligned to the job description and organisational structure; and

	(viii) The process of monitoring and assessing performance, including the planned dates of assessment.
--	--

	(c) Alignment of performance agreements of individual staff members with the performance agreements of senior managers; (d) Assess, advise and guide: - Predetermined core competencies and align to relevant job descriptions; - Job specific competencies and align to relevant job descriptions; - Assess job specific competencies and determine skills development gaps; - Qualifications and record of formal and informal training and experience; and - Long term and intermediate career goals. (e) The revision of the calculation of the outcomes of performance assessments (weightings and scores). (f) Maintain and update an accessible Library of KPI's. (g) Provide for early warning when underperformance of KPI's is detected. In the case of underperformance – reasons for such underperformance as well as corrective measures per KPI (h) Uploading and storage of portfolios of evidence, including e-mails and attachments with metadata as a record. (i) Set deadlines for reporting on indicators monthly; (j) Generate e-mails to inform users of deadlines for reporting; (k) Report on actual performance on KPI's in number, percentage or Rand value; (l) Performance Agreements template including PDP as per MSR; (m) Self-evaluation by system and non-system users; (n) Evaluation by line managers; (o) An evaluation template for non-system users (Team based performance management);
--	---

	(p) A performance calendar with alerts that must be able to trigger the execution of actions (e.g. collecting
--	--

	information from a database, performing calculations, etc.); (q) Calculation of scores for performance assessment purposes, in line with applicable legislation; (r) Provide for time restrictions, which escalate the work to another user or sends a message to a specified user should the work not be performed within the specified time limit; (s) Skills module (based on competency framework) that is aligned to the Workplace Skills Plan and the requirements of the performance management system, to determine/review skills gaps via personal development plans (PDP's) and provide functionality for skills audits, in line with the guidelines / format of CoGTA; (t) The following reports should be generated from the system: □ Performance and evaluation status report; □ Evaluation score report; □ Personal development plan report; □ Login attempt report; □ User activity report; □ Monthly backup reports; □ System updates and maintenance reports. (u) Assist in drafting of performance plans according to the Municipal Staff Regulations that are electronically managed: Ensuring alignment between performance plans and the performance agreements of senior management; and (v) Training to implement performance and facilitate processes as well as the processes and electronic evaluation of performance. (w) Upload and store portfolios of evidence, including e-mails and attachments with metadata as a record.
--	---

	(x) Allow for multiple users to have more than one role (e.g., module administrator, admin, manager); (y) Allow for different usernames to be assigned to the same role; (z) The system must incorporate all prescribed templates and documents in terms of applicable legislation, as well as provide for the development of new/alternative templates and documents, and where applicable, export documents in hard copy format. PERFORMANCE MODERATION (a) Facilitate the functioning of all regulated performance management related committees at organisational, departmental and individual levels. (b) Allow for outcomes of moderation committees to be populated electronically.
Electronic risk management system	Electronic risk management system to be provided and hosted for the recording of the risk register and actions created to mitigate risks; (a) The system must be able to integrate with the SDBIP and address the mSCOA requirements; (b) System to allow for reports to be generated on the management of the risks and the actions. Examples of reports should include: □ Risk registers (Strategic and departmental) □ Action plan registers (Progress on action plans); □ Transfer of data from the risk registers to new system; □ Setup and implementation of software; ▪ Training on the use of the software.
Electronic compliance management system	a) Electronic database to be provided and hosted of all legal required compliance matters; b) Electronic recording of compliance actions taken to ensure legal compliance; System to allow for reports to be generated on the compliance. c) Transfer of data from current system to new system d) Setup and implementation of software e) Training on the use of the software

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

4. GENERAL

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

5. FINANCIAL SYSTEM INTEGRATION & MSCOA

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

6. ICT REQUIREMENTS

- 6.1) The system must comply with Phokwane Municipality's ICT User Access Management and Security Controls policies.
- 6.2) System must be able to provide audit event log report in delimited csv or excel format per user.
- 6.3) Must provide administrative user for use by Municipal staff to manage other users and training.

6.4) Must adhere to providing a quarterly call log or issue report together with resolved times for our performance management compliance.

6.5) The system must be compatible with one or more well used browsers and the browser must be under support for the product owner for the duration of the term as stated above.

6.6) Provide the following reviews including resolving actions:

(a) Monthly Administrator Activity Review (Audit trail) as per ICT Policies;

(b) Quarterly User Account permission review as per ICT Policies, and

6.7) The system must provide for accurate reporting the relevant forms and templates, including, but not limited to:

(a) Functionality to populate reports for specified and/ or legislative time frames per Department/Division/Unit, inclusive of graphs;

(b) Monthly backup reports; and

(c) System updates and maintenance reports.

(d) Functionality to broadly customize reports and select various filter by fields.

(e) Option to generate reports onscreen / PDF / Microsoft suite format.

(f) Provides a log of every activity performed on a document and system.

(g) Provide profile history Organisational, Departmental, Divisional and Individual.

(h) Access control must provide for: ▪ Read only ▪ Create ▪ Update ▪ Delete.

(i) Access control must be specified at: ▪ User level ▪ Group Level ▪ Role Level.

(j) Disaster recovery plan must be in place to retrieve data from a specific point in time.

(k) Data to be backed up daily.

(l) Implementation of processes and programmes to ensure that all the data is always secured at not accessible by any unauthorised parties.

7. DATA

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

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

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

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

8. SECURITY

- 8.1) Access must follow a “principle of least-privilege” approach, whereby all access is revoked by default and users are only allowed access based on their specific requirements.
- 8.2) A facility must exist for Reviewing user access permissions; and User and administrator activity monitoring.
- 8.3) The systems must establish an audit trail to log all attempts to alter or edit electronic records and their metadata.
- 8.4) Access controls must protect records against unauthorized access and tampering.
- 8.5) The system must ensure that electronic records, that must be legally admissible in court and carry evidential weight, are protected to ensure that they are authentic, not altered or tampered with, auditable and produced in systems which utilize security measures to ensure their integrity.
- 8.6) The Promotion of Access to Information Act, Act No. 2 of 2000, gives effect to the right to access personal information held by the Municipality and must be complied with.
- 8.7) The Protection of Personal Information Act, Act No. 4 of 2013, gives effect to the right to privacy and must be complied with.

9. APPLICABLE STANDARDS, SPECIFICATIONS AND REGULATIONS

- 9.1) Supply Chain Management (SCM) Regulations
- 9.2) Phokwane Municipal Supply Chain Management Policy
- 9.3) Preferential Procurement Regulations, 2022
- 9.4) Local Government Municipal Finance Management Act, 2002 (Act 56 of 2003)
- 9.5) Municipal Standard Chart of Accounts (mSCOA) Regulations
- 9.6) Local Government: Municipal Systems Act, 2000 (Act 32 of 2000)
- 9.7) Local Government: Municipal Planning and Performance Management Regulations, 2001.

10. ESTIMATED QUANTITIES REQUIRED

- 10.1) The quantities indicated in the pricing schedule may vary from the actual quantities required by the Municipality;
- 10.2) Quantities might be reduced or increased depending on the available budget.

11. DELIVERY

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

12. EVALUATION

12.1) Tenders will be evaluated on a comparative basis, which is the reason for the design of the tender specification and additional schedules (if applicable).

12.2) All tenders received shall be evaluated in accordance with the Municipal Finance Management Act, Act 56 of 2003 (read with its accompanying supply chain management regulations), the Preferential Procurement Policy Framework Act 5 of 2000 (read with its accompanying regulations) as well as the Phokwane Local Municipality's Supply Chain Management and Preferential Procurement Policies.

12.3) Points will be awarded to tenderers who are eligible for preferences in terms of MBD 6.1: Preference Point Claim Schedule (where preferences are granted in respect of B-BBEE contribution and Locality)

12.4) The terms and conditions of MBD 6.1 shall apply in all respects to the tender evaluation process and any subsequent contract.

12.5) The evaluation will include verifying the tenderers compliance with the specifications, as well as a Functionality Evaluation related to the proposed solution as well as the service provider's capacity to implement.

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

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

Tel: 053 474 9700

Email: pule@phokwane.gov.za

FUNCTIONALITY

Stage 1 – Functionality

Quality / Functionality: 100 points

1. This bid is subject to functionality scoring.

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

3. Applicable criteria:

DESCRIPTION	MEASUREMENT (RSA MUNICIPALITY)	MAXIMUM POINTS AVAILABLE	POINTS SCORED BY THE BIDDER
EXPERIENCE OF BIDDING FIRM Number of years that the firm are in existence: □ 0 - 5 years = 2 points □ 6 – 10 years = 5 points □ > 10 years = 10 points (ATTACH PROOF)	a) Submission of detailed company profile b) EVIDENCE FOR THE DIFFERENT EXPERIENCE IN THE COMPANY PROFILE ADDRESSING THE KEY ASPECTS MUST BE INCLUDED.	10	
<u>EXPERIENCE OF KEY PERSONNEL</u> Number of Years of Experience of the Key Personnel. Experience relating to: a) SDBIP = 15 points b) Organisation and Individual Performance Management = 15 points c) Risk Management = 10 points (ATTACH PROOF)	a) Attach CVs with evidence of experience. PLEASE PROVIDE b) EVIDENCE FOR THE DIFFERENT EXPERIENCE IN THE COMPANY PROFILE ADDRESSING THE KEY ASPECTS. Attach CVs of personnel relating to experience.	40	

<u>PREVIOUS EXPERIENCE</u> Performed Performance Management and related process at other municipalities/entities without any major findings affecting the audit report in terms of the Performance Management processes. Evidence to be provided in form of confirmation from respective clients: ☐ 0-4 references = 0 points ☐ 5-6 references = 15 points ☐ More than 6 references = 30 points (ATTACH PROOF)	a) At least 5 municipalities/ municipal entity per audit b) Provide evidence per AG Audit in form of previous or current clients. c) On Municipality letterhead and confirmation from AG for clean audits	30	
<u>mSCOA</u> Does the program/system make provision for mSCOA ☐ Submission of information = 10 points ☐ No information submitted / less than three (3) letters submitted = 0 points (ATTACH PROOF)	a) Letter from 3 Northern Cape municipalities where mSCOA processes have already been assessed and which confirms that the program/system complies with mSCOA. b) Alternatively, bidders must provide evidence that their business processes and/or system have made provision for the 7 segments of mSCOA	10	
<u>TRANSFER OF SKILLS</u> Skills transfer through on-the-job training with the specific aim to empower municipal staff to execute their duties unassisted. ☐ Submission of information = 10 points ☐ No information submitted = 0 points (ATTACH PROOF)	For five Northern Cape municipalities where this has been successfully implemented. Provide evidence (Testimonials, attendance registers, copy of module etc.) The municipality reserves the right to visit these municipalities to confirm successful implementation.	10	
TOTAL POINTS FOR FUNCTIONALITY SCORING		100	

Stage 2 – Price & preference

The 80/20 preference points System will be used, where 80 points will be allocated to price and 20 points to specific goals. A certified B-BBEE certificate issued by an accounting officer as contemplated in the CCA or SWORN affidavit compliance in accordance with MBD 6.1 must be included. The bidder shall submit proof of Locality within the province or municipal area via a municipal account for the bidding entity. Tenderers should provide proof of registration with the Central Supplier Database (CSD).

PRICING SCHEDULE FOR SERVICES

INSTRUCTIONS:

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

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

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

PRICING SCHEDULE

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

1. Systems and hardware required

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

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

- Must be tendered as a fixed price from the point of receipt of all the relevant data sources from the municipality during the first year of appointment.
- Management and other fees: ▪ The tender prices as follows: (inclusive of VAT):

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

Assistance in compiling electronic Performance Agreements for each post.	Each staff member			
Assist in drafting Performance plans for all staff excluding senior management	Each staff member			
Annual Report	Fixed Price per annum			
Mid-year report	Fixed Price per annum			
SDBIP user subscription fee	Unit			
Performance management user fee.	Unit			
Risk management user fee	Unit			
Compliance user subscription fee	Unit			
Data storage specify and give detail on what it entails.	Fixed fee per annum			
Audit queries specify and give detail on what it entails				
Support specify and give detail on what is entails				
Training & facilitate	Unit			
Disbursements specify and give detail on what it entails				
Disbursements specify and give detail on what it entails				
Travelling	840km			
Daily Expenses	Per day			
Accommodation per night	Per night			

Other	flights			
-------	---------	--	--	--

NB: Failure to comply with these conditions will result in your offer being disqualified. All above mentioned conditions are compulsory.

1.2: TENDER CONDITIONS AND INFORMATION

1. General and special conditions of contract

The general conditions of contract (GCC) as well as special conditions of contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

2. Acceptance or Rejection of a tender

The municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept part of it. The municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points. The municipality reserves the right to waive any requirements as contained in the bid conditions and or specifications.

3. Validity Period

Bids shall remain valid for ninety (90) days after the tender closure date.

4. VAT

Price(s) quoted must be firm and must be inclusive of VAT.

5. Registration on central supplier database

It is expected of all prospective service providers who are not yet registered on the central supplier database to register without delay on the prescribed form. The municipality reserves the right not to award tenders to prospective suppliers who are not registered on the database.

6. Completion of Tender Documents

- a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. Failure to do so will result in the disqualification of the tender.
- b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.
- c) The complete tender document must be returned. Missing pages will result in the disqualification of the tender.
- d) No unauthorized alteration of this set of tender documents will be allowed. Any unauthorized alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

7. Compulsory Documentation

7.1 Tax Clearance Certificate

- a) A copy of a Tax Compliance Status Pin or a Tax Compliance Certificate, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters with SARS are in order.
- b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin and a Tax Compliance Certificate, printed from the SARS website, with the bid documents.
- c) If a bid is not supported by a Tax Compliance Status Pin and a Tax Compliance Certificate as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

- d) The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

7.2 Municipal Rates, Taxes and Charges

- a) A copy of the bidder's (in the name of the company and/or lease agreement) and / or those of its directors' municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date must accompany the tender documents. If such a copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.
- b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful.
- c) If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges and that their rent is not in arrears.
- d) In the event of residing at the rural area where services are not rendered a letter from the tribal authority with affidavit must be submitted.
- e) Must be current municipal account.

8. Compulsory statutory supporting documents

- a) Certified copies of Identity Documents of members / shareholders / directors of the company (original stamp not older than 3 months).
- b) Valid CIPC documents / copies of company registration documents.
- c) Declaration of interest forms duly completed (MBD documents).
- d) General conditions of contract must be properly signed.
- e) Local content documents to be complete (when applicable)

9. Conditions

Comply with conditions as specified in the Bid documents and / or specification documents.

10. Quotation

- a) Specifications must be disclosed on the quotation.
- b) Quotation must be properly signed and must be on the company's letterhead.

11. Site / Information Meetings

- a) Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings.

12. Samples

Samples, if requested, are to be provided to the Municipality with the tender document or as stipulated.

13. Quantities of Specific Items

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the Municipality's satisfaction.

14. Submission of Tender

- a) The tender should be clearly marked and must be submitted to 24 Hertzog Street, Hartswater.
- b) Faxed and late tenders will not be accepted.

15. Expenses Incurred in Preparation of Tender

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

16. Contact with Municipality after Tender Closure Date

Bidders shall not contact Phokwane Local Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the attention of Phokwane Local Municipality, it should do so in writing. Any effort by the firm to influence Phokwane Local Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

17. Opening, Recording and Publications of Tenders Received

- a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.
- b) Details of tenders received in time will be recorded in a register which is open to public inspection.
- c) Faxed and late tenders will not be accepted.

18. Evaluation of Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

19. Procurement Policy

Bids will be evaluation in terms of the 80 (price) /20 (B-BBEE status) preferential point system. Bids will be awarded in accordance with the Preferential Procurement Regulations, 2001 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management Policy.

20. Contract

The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

21. Subcontracting

- a) The service provider shall not subcontract the whole of the Contract.
- b) Except where otherwise provided by the service provider, the service provider shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.
- c) The contractual relationship between the service provider and any subcontractors selected by the service provider in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the service provider had appointed the subcontractor in terms of paragraph (b) above.
- d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the service provider from any liability or obligation under the Contract and

he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the service provider, his agents or employees.

22. Language of Service Provider

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

23. Extension of Contract

The contract with the successful bidder may be extended on the basis of performance with a period not exceeding 15% of the original contract.

24. Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

25. Past Practices

- a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.
- b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councilor with this or any past tender.
- c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favor, hospitality or any other benefit in any improper way, with this or any past tender.

26. Validity of BEE certificates:

- a) **If the certificate was issued by a verification agency the following must be on the face of the certificate:**

SANAS logo, unique BVA number, must be an original certificate or certified copy of the original, the name and physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry of the certificate, the certificate number for identification and reference, the scorecard that was used (for example EME, QSE or Generic), the name and / or logo of the Verification Agency, the certificate must be signed by the authorized person from the Verification Agency and the B-BBEE Status Level of Contribution obtained by the bidder.

- b) **If the certificate was issued by registered auditors approved by IRBA**

Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo, clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE, reflect relevant information regarding the identity and location of the measured entity, identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores, record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall

B-BBEE Status Level of Contribution, reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the

date of issuance and reflect both the issuance and expiry date, and the B-BBEE Status Level of Contribution obtained by the bidder and must be an certified copy of the original.

FAILURE TO COMPLY WITH THE ABOVE-MENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED

27. Letter of Good Standing from the Commissioner of Compensation

- a) A valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, must accompany the bid documents unless the bidder is registered on the Central Supplier Database and they have a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof for the bidder on record. The onus is on the bidder to ensure that the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof on record.
- b) In the case of a Consortium/Joint Venture every member must submit a separate valid Letter of Good Standing from the Compensation Commissioner or a copy thereof with the bid documents unless the member is registered on the Central Supplier Database and they have a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof on record for all members of the Consortium/Joint Venture.
- c) If a bid is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, either as an attachment to the bid documents or on record in the case of suppliers registered on the Central Supplier Database, the Municipality reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.
- d) If a bid is accompanied by proof of application for valid Letter of Good Standing from the Compensation Commissioner, the original or copy thereof must be submitted on/or before the final date of award.
- e) Should a bidder's Letter of Good Standing from the Compensation Commissioner expire during the contract period, a valid certificate must be submitted within an agreed upon time.
- f) The right is reserved to not award a tender if a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof is not submitted within the requested time.

28. Authorized Signatory

- a) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorized to sign it for and on behalf of the bidder.

29. Negotiations

Should the tender prices be higher than the available funds of the client, the client reserves the right to negotiate with the successful bidder to limit the work in accordance with the tender specifications in order not to exceed the available budget.

30. SABS Approved

Product must be SABS approved.

31. In the case of a Trust, Consortium or Joint venture the following will apply:

- i) The Trust, Consortium or Joint venture agreement must be submitted as part of the bid documents;

- ii) No amendments to Trust, Consortium or Joint venture agreement may be made without the prior approval of the Municipality; if not accepted by the Municipality and the Trust, Consortium or Joint venture continue without approval the Trust, Consortium or Joint venture contract can be cancelled as if poor performance had taken place;
- iii) The Trust, Consortium or Joint venture will only qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits, together with the submission of the bid, their B-BBEE status level certificate issued in the name of the Trust, Consortium or Joint venture.
- iv) All members of the Trust, Consortium or Joint venture must submit, with the bid documents:
 - a) A valid tax clearance certificate or SARS tax pin, individually;
 - b) an agreement that clearly provides clarity of Profit and liability sharing; and
 - c) a resolution taken by the board of directors of the Consortium or Joint venture and other information that agrees with the Trust, Consortium or Joint venture agreement.
- v) For the evaluation of functionality regarding a Consortium or Joint venture refer to the functionality section.

1.3: GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- i. Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- ii. To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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

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

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

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

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

General Conditions of Contract	
	be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier. 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
9. Packing	9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit. 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instruction ordered by the purchaser.
10. Delivery and documents	10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC. 10.2 Documents to be submitted by the supplier are specified in SCC.
11. Insurance	11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
12. Transportation	12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
13. Incidental Services	13.1 The provider may be required to provide any or all of the following services, including additional services, if any, specified in SCC: a. performance or supervision of on-site assembly and/or commissioning of the supplied goods; b. furnishing of tools required for assembly and/or maintenance of the supplied goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; d. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

General Conditions of Contract	
	e. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
14. Spare parts	14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: i. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and ii. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination. 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC. 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser. 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without

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

General Conditions of Contract	
	point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available. 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties. 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without 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 judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated. 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

General Conditions of Contract	
	23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier. 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first- mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated. 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: i. the name and address of the supplier and / or person restricted by the purchaser; ii. the date of commencement of the restriction; iii. the period of restriction; and iv. the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector. 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
24. Anti-Dumping and countervailing duties and rights	24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

General Conditions of Contract	
25. Force Majeure	25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
26. Termination for insolvency	26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of disputes	27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC 27.5 Notwithstanding any reference to mediation and/or court proceedings herein, a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and b) the purchaser shall pay the provider any monies due the supplier.
28. Limitation of liability	28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price,

General Conditions of Contract	
	provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice. 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIPP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of restrictive practices	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchase may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998. 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy

General Conditions of Contract	
	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.

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

2.1: RETURNABLE MBD DOCUMENTS

2.1.1 MBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PHOKWANE LOCAL MUNICIPALITY.					
BID NUMBER:	PLM/TEPMS/0604-2025	CLOSING DATE:	15 MAY 2025	CLOSING TIME:	12H00 PM
DESCRIPTION	PROVISION OF AN ELECTRONIC WEB-BASED PERFORMANCE MANAGEMENT SYSTEM AND RELATED CONSULTING ACTIVITIES FOR A PERIOD OF 36 MONTHS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7.1)					

The tender should be clearly marked: PLM/TEPMS/0604 - 2025					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		AND	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ 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	FINANCIAL SERVICES		MUNICIPAL MANAGER OFFICE
CONTACT PERSON	M VILJOEN	CONTACT PERSON	T. PULE
TELEPHONE NUMBER	053 474 9700	TELEPHONE NUMBER	053 474 9700
E-MAIL ADDRESS	marinda@phokwane.gov.za	E-MAIL ADDRESS	pule@phokwane.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, 2017, 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:

2.1.2 MBD 2

It is condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete the full form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The Tax Clearance Certificate PIN number must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za or at our SCM office.
6. Applications for the Tax Clearance Certificates 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.

2.1.3 MBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

NAME OF BIDDER		BID NUMBER	
CLOSING TIME		CLOSING DATE	

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

Item no.	Quantity	Description	Bid price in RSA Currency ** (ALL APPLICABLE TAXES INCLUDED)	
			Unit tariff	Total Cost

- Required by:
- At:
- Brand and Model
- Country of Origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery

*Delivery:
Firm/Not firm

- Delivery basis

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

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

*Delete if not applicable

2.1.4 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 favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.	
3.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.	
3.1	Full Name of bidder or his / her representative:	
3.2	Identity Number:	
3.3	Position occupied in the Company (director, trustee, shareholder ²):	
3.4	Company Registration Number:	
3.5	Tax Reference Number:	
3.6	VAT Registration Number:	
3.7	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.	
3.8	Are you presently in the service of the state?	YES / NO
3.8.1	If yes, furnish particulars:	
¹ MSCM Regulations: "in the service of the state" means to be – (a) a member of – (i) any municipal council; (ii) any provincial legislature; or (iii) the National Assembly or the National Council of Provinces; (b) a member of the board of directors of any municipal entity;		

(c) an official or any Municipality or municipal entity; (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); (e) a member of the accounting authority of any national or provincial entity; or (f) an employee of Parliament or a provincial legislature. ² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.		
3.9	Have you been in the service of the state for the past twelve months? If yes, furnish particulars: 	YES / NO
3.9.1		
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? If yes, furnish particulars: 	YES / NO
3.10.1		
3.11	Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, furnish particulars: 	YES / NO
3.11.1		
3.12	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state? If yes, furnish particulars: 	YES / NO
3.12.1		

		
3.13	Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?	YES / NO
3.13 .1	If yes, furnish particulars:	
3.14	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES / NO
3.14 .1	If yes, furnish particulars:	

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

.....
Signature

.....
Date

.....
Name of the bidder

2.1.5 MBD 6.1

PREFERENCE POINT CLAIM FORM

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included)
- 1.2 a) The value of this bid is estimated **not to exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) Specific goals

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

	POINTS
PRICE	80
LOCALITY	10
PREVIOUSLY DISADVANTAGED PERSON (BBBEE AS METHOD OF MEASURE)	10
Total points for Price and Specific goals must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **“prices”** includes all applicable taxes less all unconditional discounts; (h) **“proof of B-BBEE status level of contributor”** means:

- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20		or	90/10	
Ps = 80	$1 - \frac{Pt - P \min}{P \min}$	or	Ps = 90	$1 - \frac{Pt - P \min}{P \min}$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

The full conversion of B-BBEE level to PPPFA points are as follows:

STEP 1 – Locality of supplier in South Africa

Locality of supplier	Number of Points for Locality (80/20)	Number of Points for Locality (90/10)
Within the boundaries of South Africa	4	2

Where the supplier is not situated within the boundaries of South Africa zero points will be allocated and the following steps 2-3 will not apply.

Step 2- BBBEE

If the bidder is situated in South Africa, the points allocated will be further subdivided as

follows:

50% of the 20/10 points will be allocated further in terms of the BBEE scorecard as follows.

B-BBEE Status Level of Contributor	Number of Points for Preference {80/20}	Number of Points for Preference {90/10}
1	10	5
2	9	4.5
3	8	4
4	5	2.5
5	4	2
6	3	1.5
7	2	1
8	1	0.5
Non-compliant contributor	0	0

A tenderer must submit proof of its BBEE status level contributor [scorecard].

A tenderer failing to submit proof of BBEE status level of contributor may only score in terms of the 80/90-point formula for price; and scores 0 points for BBEE status level of contributor.

Step 3- Locality in the Municipal area and Province

The remainder 50% of the 20/10 points will be allocated to promote locality within the municipal area and the province where the municipality is located.

Points will be allocated as follows.

Locality of supplier	Number of Points for Locality (80/20) split into 50%	Number of Points for Locality (90/10) split into 50%
Local (Within the boundaries of Phokwane)	10	5
District (Frances Baard District)	8	4
Province (Northern Cape)	6	3
National (South Africa)	4	2

The bidder shall submit proof of Locality within the province or municipal area via a municipal account for the bidding entity.

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted? (***Tick applicable box***)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted
- The name of the sub-contractor

iii. The B-BBEE status level of the sub-contractor

iv. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

v. Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulation, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

8.7 **MUNICIPAL INFORMATION**

Municipality where business is situated:

Registered Account Number:

Stand Number:

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

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificates, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES a. b.	 SIGNATURE(S) OF BIDDER(S) DATE: ADDRESS:
--	--

CONTRACT FORM - PURCHASE OF GOODS/WORKS
--

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and 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 time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works 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 fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	
	a)
	

CONTRACT FORM - PURCHASE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity
as.....
accept your bid under reference numberdated.....for the supply of
goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions
of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	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 ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

i)

....

ii)

2.1.8 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 of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
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 MBD 8

I, THE UNDERSIGNED (FULL NAME)

.....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

2.1.9 MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION
--

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. takes all reasonable steps to prevent such abuse;
 - b. rejects the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancels a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

PLM/TEPMS/0604- 2025 Provision of an electronic web-based performance management system and related consulting activities for a period of 36 months.

(Bid Number and Description)

In response to the invitation for the bid made by:

PHOKWANE LOCAL MUNICIPALITY

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

I certify, on behalf of:

_____ that:

(Name of Bidder)

2. I have read and I understand the contents of this Certificate;
3. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
4. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
5. 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;
6. 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
7. 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.

8. 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.
9. 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.
10. 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.

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

..... Signature	 Date
..... Position	 Name of Bidder

2.2: RETURNABLE SCHEDULES
2.2.1 PROOF OF CSD REGISTRATION

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

2.2.3

PROOF OF CURRENT MUNICIPAL RATES, TAXES AND CHARGES

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

2.2.4

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

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

2.2.6

BBBEE CERTIFICATE – ONLY THE FOLLOWING ORIGINAL BBBEE CERTIFICATES AND / OR CERTIFIED COPY OF BBBEE CERTIFICATES WILL BE ACCEPTED AND MUST BE ATTACHED. IRBA, SANAS OR SWORN AFFIDAVIT. (NO POINTS WILL BE CLAIMED WITHOUT BBBEE CERTIFICATE).

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

2.2.7: PROJECT TEAM

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

Attach document to this page

Name of Tender: Date:

Signature: Position:

Full Name of signatory:

2.2.8: PROJECT EXPERIENCE (If applicable)

LIST OF SIMILAR PROJECTS COMPLETED WITH REFERENCE NUMBERS

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory: