EMALAHLENI LOCAL MUNICIPALITY

APPOINTMENT OF A SUITABLY QUALIFIED SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, INSTALLATION, AND COMMISSIONING OF AN INTEGRATED MSCOA-COMPLIANT FINANCIAL MANAGEMENT SYSTEM INCLUDING SUPPORT AND MAINTENANCE FOR A PERIOD OF 3 YEARS.

BID NUMBER: ELM/11/11/2026T.

ISSUED BY:

Emalahleni Local Municipality
37 Indwe Road
CACADU
5410
Tel: [047] 878 0020
Fax: [047] 878 0012
Municipal Manager: Ms. TT. Madotyeni

Supply Chain Management	BUDGET AND TREASURY OFFICE
Mr. Simphiwe Xinti	Mr. Juwele
Tel: 047 878 2000	Tel: 047 878 2159
Email: Xintis@emalahlenilm.gov.za	Email: juwelel@emalahlenilm.gov.za

BIDDER: _____

BID PRICE: _____

CLOSING DATE: 14 DECEMBER 2026

CLOSING TIME: 12:00 PM

PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY

1. CHECKLIST
2. TENDER NOTICE & INVITATION TO TENDER
3. AUTHORITY TO SIGN A BID
4. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT
5. GENERAL CONDITIONS OF TENDER
6. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS
7. MBD 4 – DECLARATION OF INTEREST
8. MBD 5 Declaration for Procurement above R 10 million (all applicable taxes included
9. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT NEW REGULATIONS 2022 – PURCHASES/SERVICES (80/20)
10. MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
11. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION
12. CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES
13. SCHEDULE A – CONFIRMATION OF REGISTRATION OF TENDERER ON EMALAHLENI SUPPLIER DATABASE / NATIONAL TREASURY DATABASE
14. SCHEDULE B – TENDERER'S PAST EXPERIENCE

PART B – SPECIFICATIONS AND PRICING SCHEDULE .....

15. PRICING SCHEDULE .....
16. MBD 7.1 CONTRACT FORM - PURCHASE OF GOODS..... –
17. SPECIFICATIONS.....

1. CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

MBD 1 Invitation to tender?	**Yes**		**No**	
Authority to Sign a Bid Is the form duly completed and is a **certified copy** of the **resolution** attached?	**Yes**		**No**	
Tax Clearance Certificate Is an **ORIGINAL** and **VALID** Tax Clearance Certificate attached?	**Yes**		**No**	
MBD 3.1 (Pricing Schedule) Is the form duly completed and signed?	**Yes**		**No**	
PRICING SCHEDULE MBD 3.3 (Professional Services)	**Yes**		**No**	
MBD 4 (Declaration of Interest) Is the form duly completed and signed?	**Yes**		**No**	
MBD 5 (Declaration for Procurement Above R10 Million (All Applicable Taxes Included)	**Yes**		**No**	
MBD 6.1 (Preferential points claim form)	**Yes**		**No**	
MBD 7 (Contract Form – Rendering Services) Is the form duly completed and signed?	**Yes**		**No**	
MBD 8 (Declaration of Past Supply Chain Practices) Is the form duly completed and signed?	**Yes**		**No**	
MBD 9 (Certificate of Independent Bid Determination) Is the form duly completed and signed?	**Yes**		**No**	
SCHEDULE A – CONFIRMATION OF REGISTRATION OF TENDERER ON EMALAHLENI SUPPLIER DATABASE / NATIONAL TREASURY DATABASE				
SCHEDULE B – TENDERER'S PAST EXPERIENCE				

SIGNATURE		**NAME**	
CAPACITY		**DATE**	
NAME OF FIRM			

TENDER NOTICE

Bids are hereby invited from suitably experienced Service Providers for the project stated below:

BID NO	DESCRIPTION	BRIEFING DATE	ADVERTISING DATE	CLOSING DATE
ELM/11/11/2026T	APPOINTMENT OF A SUITABLY QUALIFIED SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, INSTALLATION, AND COMMISSIONING OF AN INTEGRATED MSCOA-COMPLIANT FINANCIAL MANAGEMENT SYSTEM INCLUDING SUPPORT AND MAINTENANCE FOR A PERIOD OF 3 YEARS.	N/A	13 NOVEMBER 2026	14 DECEMBER 2026 @12H00

Bid documents will be available from the **16 November 2026** on the Emalahleni Local Municipality Municipal Website: www.emalahlenilm.gov.za and **E-TENDER PORTAL.**

Project enquiries shall be directed to **Mr. L Juwele 078 076 3069 / at** juwelel@emalahlenilm.gov.za during normal office hours **(08h00-16h30)** and all bidding enquiries shall be directed to **Mr. N Stemela on 078 112 8036/ at stemelan@emalahlenilm.gov.za** during normal office hours **(08h00-16h30).**

Completed bids and supporting documentation, placed in a sealed envelope clearly written on the outside as per the bid document, must be dropped in the marked bid box placed at the reception of the Emalahleni Local Municipality offices at 37 Indwe Road in Lady Frere not later than **12h00 pm on the dates as mentioned above**, all the received bids will be opened in public.

BIDS WILL BE EVALUATED ON THE BASIS OF RESPOSIVENESS FIRST THEN FUNCTIONALITY AND ONLY RESPONSIVE BIDS WILL BE EVALUATED ON PRICE AND SPECIFIC GOALS AT 80/20 POINTS BASIS AS INDICATED FROM THE BELOW TABLE.

EVALUATION CRITERIA	POINTS ALLOCATION
Pricing	80
Specific Goals	20
TOTAL	100

SPECIFIC GOALS

CATEGORY	VERIFICATION METHOD	Weighting
Women Ownership	CSD report	10
Youth Ownership	CSD report	10
TOTAL POINTS		20

FUNCTIONALITY: 100 points, Minimum qualifying points will be 70 for further evaluation.

Functionality criteria and scoring

Criterion	Scoring method and evidence	Points
Relevant municipal IFMS experience	Verifiable appointment, completion or client-reference evidence for comparable integrated municipal implementations. One project = 5; two = 10; three = 15; four or more = 20. Count each project once.	20
Proposed delivery team	Project manager, finance and mSCOA lead, technical lead and migration lead. Each role scores up to 5 under the role rules below. Supply named CVs, qualifications, and project evidence.	20
Solution design and integration	Five design elements, each scored out of 5 under the evidence rule below.	25
Implementation and skills transfer	Four delivery elements, each scored out of 5 under the evidence rule below.	20
Support continuity and exit	Three service elements, each scored out of 5 under the evidence rule below.	15
Total	Minimum qualifying score is 70 out of 100.	100

Team scoring: each role receives 2 points for the relevant qualification and 3 points for the specified experience. Project manager: a project-management or related post-school qualification and two municipal system implementations. Finance and mSCOA lead: NQF level 6 or higher in accounting or municipal finance, and three years of municipal mSCOA implementation or support. Technical lead: NQF level 6 or higher in IT or a related field, and three years supporting integrated enterprise systems. Migration lead: a relevant post-school IT, data, or accounting qualification and two completed municipal data migrations. A person may fulfil more than one role where availability is demonstrated; each role is evaluated separately.

For each design, delivery, or service element below, award 5 points where all three listed features are evidenced, 2 points where exactly two are evidenced, and 0 where one or none is evidenced. A feature is evidenced only where the bid contains an identifiable, project-specific description or supporting artefact. A

generic assertion earns no point for that feature. Missing features in the scored evidence do not excuse non-compliance with mandatory requirements.

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING:

- Bidders will be adjudicated in accordance with the Municipality Supply Chain Management Policy and the Specific Goal Preferential Procurement will be based on the 80/20 points system.
- The Validity period is **120** days from the closing date of bids.
- Submit a company registration certificate (C.K document).
- Bidders must submit a Tax Compliance status document with Pin issued by South African Revenue Services (SARS).
- Submit all director's certified ID copies as reflecting on the company registration document.
- Submit proof registration of **Full Central Supplier Database**.
- All municipal rates and taxes of the supplier must be paid where the business has its head or regional office. Latest billing clearance certificate or account statement not older than 3 months must be submitted with the bid, or if the property is being leased then lease agreement must be attached, failure to do so will result in the bid being disqualified.
- Fully Completed Tender Forms and, all returnable **MBDs** –Part of the tender document. Return all returnable documents to the employer after completing them entirely by writing legibly in non – erasable ink.
- Only the original tender document will be accepted.
- All certified documents must not be older than three (03) months.
- All other pre-requisites as detailed in the bid documents shall apply.
- Failure to complete all the supplementary information will result in bidder being deemed non-responsive.
- Late, telegraphic, facsimile, incomplete or unsigned bids will not be considered.
- Emalahleni Local Municipality does not bind itself to accept the lowest or any bid and reserves the right not to accept the whole or any part of the bid.

Ms. TT MADOTYENI
MUNICIPAL MANAGER

MBD1
PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EMALAHLENI LOCAL MUNICIPALITY					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	12H00
DESCRIPTION					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT *(STREET ADDRESS*

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

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	BUDGET AND TREASURY	DEPARTMENT	BUDGET AND TREASURY OFFICE
CONTACT PERSON	N Stemela	CONTACT PERSON	
TELEPHONE NUMBER	047 878 2000	TELEPHONE NUMBER	047 878 2000
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	stemelan@emalahlenilm.gov.za.	E-MAIL ADDRESS	iuwelel@emalahlenilm.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 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:.....

MBD 2
1. TAX CLEARANCE CERTFICATE REQUIREMENTS

It is a 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 Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached 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 then 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 original Tax Clearance Certificate 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 TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

2.1 SARS APPLICATION FOR TCC MBD

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)

- 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.

PRICING SCHEDULE
(Professional Services)

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

Closing Time: ..... Closing Date .....

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)

4. The accompanying information must be used for the formulation of proposals.

5. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

6. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

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

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

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

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

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

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

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

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

9. Period required for commencement with project after acceptance of bid .....

10. Estimated man-days for completion of project .....

11. Are the rates quoted firm for the full period of contract? ..... *YES/ NO.

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

SPECIFICATION FOR AN INTEGRATED FINANCIAL MANAGEMENT SYSTEM FOR A PERIOD OF THREE YEARS

Purpose

Emalahleni Local Municipality (EC136) invites proposals for the supply, licensing, implementation, integration, migration, training, maintenance and support of a fully integrated mSCOA compliant financial management and internal control system for a total period of three years (36 months). The complete solution must support municipal planning, budgeting, transacting, service administration, performance management and reporting.

The 36 months include implementation and support. Operational go-live must be achieved within six months of the agreed commencement date. Support, maintenance, statutory updates and handover continue for the remainder of the same 36-month term.

Background and compliance framework

The municipality requires reliable financial information generated from controlled source transactions, integrated business processes and a common classification framework. The solution must support internal preparation of interim and annual financial statements and reduce reliance on manual reconciliations and separate spreadsheets for statutory reporting.

The solution must comply with the Municipal Finance Management Act, the Municipal Regulations on a Standard Chart of Accounts (Government Gazette 37577 of 22 April 2014), applicable GRAP standards, the Municipal Budget and Reporting Regulations, and applicable Treasury circulars, chart releases and reporting instructions. The baseline business-process reference is MFMA Circular 80, its Annexure B and applicable addenda, read for a Category B local municipality. Reference instruments are listed in Annexure B.

Chart version 7.1 applies to the 2026/27 MTREF. The bidder must identify the chart versions supported and include all subsequent mandatory chart, linkage, reporting and legislative updates falling within the contract term. Historical records must remain readable under the version applicable to the original period. Draft national requirements are not represented as enacted regulations. Any successor requirements that become effective during the term must be incorporated by their applicable dates.

Extent of the works

Contract duration and responsibilities

The appointment is for 36 consecutive months from the commencement date in the signed contract. Mobilisation, implementation, licences or subscriptions, six weeks of onsite support following go-live, ongoing support and transition assistance all fall within this period. The term ends 36 months after commencement and has no automatic renewal.

The supplier is responsible for the complete working solution, including all proposed products and subcontractors. The municipality retains responsibility for its policies, delegated approvals, source-data ownership and acceptance decisions. Approved changes must follow the contract and applicable municipal procurement and budget requirements.

Complete integrated solution

All functions in sections 4 to 7 form part of the required scope. Integration with a specialist product is acceptable where it meets the same controls, auditability, data access and service levels as the core system. The bidder must identify each component, product owner, integration method, licence dependency and responsible support provider. Separate products do not reduce the prime supplier's accountability.

Functions outside the municipality's assigned service responsibilities must be configurable without distorting its financial records. Any proposed non-applicability must be explicitly justified in the bid response and accepted in writing by the municipality. A general statement of mSCOA compliance is insufficient.

Bidder response and technical sizing

The technical proposal must include a clause-by-clause compliance matrix for sections 3 to 7 and the mandatory criteria in section 9. Each response must identify the standard function, configuration or interface used and provide a

manual, sample output, architecture description or other verifiable evidence. Any exception, dependency or additional cost must be disclosed.

The bidder must state the users, properties, accounts, meters, employees, assets, storage and transaction volumes covered by its proposed configuration and pricing, together with capacity limits and expansion rates. The municipality will provide a common workload and interface baseline to all bidders before closing. No bidder may base a material exclusion on an undisclosed sizing assumption.

Detailed scope of works

The following requirements must operate as an integrated solution. A function may not be satisfied solely by a manual spreadsheet or by reclassifying transactions after the accounting event.

mSCOA classification and transaction controls

- Maintain Project, Function, Item, Funding, Regional Indicator and Costing classifications, together with Municipal Standard Classification. Apply valid segment combinations and the municipality's approved organisational structure at source capture and posting, including transactions originating in integrated sub-systems.
- Use the prescribed posting level, active account identifiers and effective chart dates. Synchronise chart changes across all integrated components. Prevent posting to invalid or inactive combinations, and retain version history and authorised configuration changes.
- Produce segmented transactional data directly from the integrated records. Retrospective mapping, extrapolation or spreadsheet manipulation may not be used to manufacture compliant reporting strings. Controlled and reconciled mapping of legacy data during migration remains permitted.
- Reconcile sub-ledgers to the general ledger, maintain source-document drill-down, and retain approval and reversal histories. Support the July-to-June financial year, monthly controls and controlled AFS, audit and prior-period adjustment periods, including periods 13, 14 and 15 where applicable, with correct propagation to opening balances.
- Provide authorisation limits, budget checks, period locks and controlled reopening. Financial corrections must use traceable transactions rather than deletion or direct database changes. Retain a unique transaction identifier across interfaces and financial reports.

Corporate governance and performance management

- Provide organisational performance management linked to the IDP, budget and SDBIP, including indicators, baselines, targets, responsible managers, actual results, variance explanations and evidence. Support monthly, quarterly, mid-year and annual performance reports.
- Provide individual performance agreements, scorecards, assessments, review approvals and evidence for senior managers and other designated employees, with appropriate confidentiality. Link performance risks and mitigation actions to organisational objectives.
- Support risk registers, compliance obligations, internal audit plans, findings, audit action plans and tracking of Auditor-General information requests. Include deadlines, accountable officials, evidence, responses, escalation and closure approval.
- Provide committee and oversight records, agendas, resolutions and action tracking. Support controlled publication of approved budgets, reports and other prescribed information through the municipal website or an integrated publishing interface.

Municipal budgeting planning and financial modelling

- Prepare the three-year MTREF from IDP-linked capital and operating projects across the required classifications. Include revenue, payroll, grants, assets, procurement and operating expenditure assumptions, cash-flow forecasting and funded-budget assessments.
- Support departmental submissions, scenarios, version control, approval workflows, tabled and adopted budgets, adjustments budgets and phased monthly budgets. Preserve the approved versions and the link between funding, projects and implementation.
- Control commitments and available budgets at the relevant transaction stage. Apply the approved virement policy and current Treasury restrictions, preserve approvals and generate the prescribed virement string and report. Changes requiring an adjustments budget may not be processed as ordinary virements.

Financial accounting annual statements and VAT

- Provide an accrual general ledger and integrated receivables, payables and subsidiary control accounts. Support journals, accruals, provisions, commitments, deposits, borrowing, leases and other applicable GRAP accounting requirements, with reconciliations and approval controls.
- Generate trial balances and ledger-linked interim and annual financial statements, supporting schedules and numeric disclosure notes. Allow controlled preparation of narrative disclosures and management review. Retain a complete audit file with drill-down from statements to underlying transactions and evidence.
- Provide VAT codes, input and output VAT, apportionment where applicable, adjustments, credit notes and VAT201 supporting schedules and reconciliations. Support the municipality's applicable SARS accounting basis and the correct treatment of retentions. Prevent duplicate claims and preserve the supporting tax-invoice trail.
- Maintain registers for unauthorised, irregular, fruitless and wasteful expenditure, losses, contingent matters and other required disclosures, with review workflows and links to the relevant transactions. Software functionality does not determine a legal or audit conclusion without authorised assessment.

Costing management information and statutory reporting

- Provide primary and secondary costing, cost centres, allocation drivers, internal recoveries and service-cost analysis. Distinguish internal charges from external expenditure and prevent double counting in consolidated reports. Support tariff and cost-of-supply modelling using approved assumptions.
- Generate the applicable MBRR schedules A to F, financial and non-financial data strings, A1S, project information and other required GoMuni or LGDRS outputs directly from the system, using the current Treasury linkages rather than manually reconstructed report formulas.
- Support MFMA section 71, quarterly and section 72 reporting, budget-to-actual comparisons, cash-flow and age analysis, annual statements and reporting required by current Treasury instructions. Export authorised reports in accessible PDF, spreadsheet and machine-readable formats.
- Validate submissions against the rules effective for the reporting period, including structure, classification, balancing and credibility checks. Include preparatory controls for forthcoming validation rules and deploy them when effective. Retain rejected files, error resolutions, resubmissions and acknowledgement records.

Project accounting and management

- Maintain a project register linked to the IDP, SDBIP, budget, funding, location, contracts and responsible officials. Track estimates, approved budgets, commitments, expenditure, cash flow, milestones, progress and project changes.
- Control work in progress, contractor certificates, retentions and retention releases. Reconcile projects and funding to the ledger and asset register, with controlled componentisation and capitalisation on completion. Distinguish capital work from operating and maintenance expenditure.

Treasury cash and investment management

- Support cashbooks, bank-statement imports, bank reconciliations, receipting, deposits, payment batches and authorised electronic banking interfaces. Include duplicate-payment detection and separate preparation and release authority.
- Maintain investment, borrowing and guarantee records, interest calculations, maturity alerts, liquidity forecasts and restricted-funding visibility. Reconcile bank, cash-flow and ledger reporting and retain independent review of bank-detail changes and payment files.

Procurement expenditure creditors and contracts

- Support the procurement plan, demand and requisition approvals, sourcing, quotations, tenders, bid records, purchase orders and commitment controls. Provide CSD-linked supplier information where access is available, tax-status evidence and supplier restriction and conflict checks.
- Provide contract registers, deliverables, milestones, guarantees, expiry alerts, authorised variations and cumulative spending controls. Maintain the procurement-to-contract-to-order-to-receipt-to-payment audit trail.

- Support goods and service receipt, invoice matching, duplicate-invoice checks, accruals, credit notes, ageing and payment scheduling. Apply three-way matching where applicable and controlled exception approval for services or other legitimate exceptions.
- Provide creditor reconciliations, payment approval, retention and cession controls, tax-document links and monitoring of payment turnaround. Approval of a cession must not bypass delivery, verification or payment controls.

Grant and subsidy management

- Maintain grant agreements, allocations, conditions, funding links, receipts, spending, commitments, transfers, balances and reporting dates. Track eligible expenditure, rollovers and repayment obligations where applicable, with supporting documents and approval history.
- Reconcile grant reporting, projects, cash and the general ledger. Generate funding-specific expenditure and performance reports and prevent use of a grant outside its approved conditions without the applicable authority.

Asset lifecycle maintenance and fleet management

- The asset module is mandatory and included in the base price. Maintain a component-level register for infrastructure, land, buildings, investment property, movable and intangible assets as applicable, linked to acquisition records, projects, locations, custodians and the ledger.
- Support recognition, valuation basis, useful lives, residual values, depreciation, amortisation, impairment, revaluation, transfers, disposals and changes in estimates in accordance with applicable GRAP standards. Maintain historical movements and reconcile asset classes and disclosure schedules to the ledger.
- Support physical verification, barcodes or equivalent identifiers, condition assessments, insurance information, maintenance plans, work orders, job costing and links to inventory and procurement. Retain evidence for each material register change.
- Provide fleet and plant registers, vehicle allocation, fuel and usage records, service schedules, maintenance history and operating costs. Support interfaces to existing tracking or fuel systems, with all required interface costs disclosed.

Real estate facilities and resource management

- Maintain owned and leased property information, tenants and occupants, lease agreements, rent and deposit schedules, escalation and renewal alerts. Integrate rentals and facilities charges with receivables, payments, valuation information and the asset register.
- Support bookings and use of municipal facilities, refundable deposits, maintenance requests and property operating costs. Maintain supporting approvals and distinguish municipal ownership records from the general valuation roll.

Human resources time and payroll

- Maintain the approved organisational structure, posts, employee records, recruitment and appointments, conditions of service, leave, attendance or shift records and payroll inputs, with access appropriate to confidential personnel information.
- Process salaries, allowances, deductions, benefits, employer contributions, statutory returns and employee tax certificates. Support budget controls, payroll reconciliations, salary-clearing and third-party liabilities, and protected payment-file generation.
- Post payroll directly to the approved mSCOA classifications and projects, with controlled changes and no manual recreation of payroll journals. Provide parallel-run reconciliation, exception reports and separation of payroll preparation, review and payment release.

Customer care indigent support and debt collection

- Provide customer and account master records, contact and service-request management, complaints, case tracking, communication histories and a secure customer portal. Link service issues and debt actions to the correct property and account.

- Support indigent applications, verification, approvals, expiry reviews and policy-based benefits. Provide age analysis, payment arrangements, interest, credit-control actions, disconnection and reconnection charges, legal handover and authorised debt adjustments and write-offs.
- Track disputed and potentially prescribed debt with controlled review. Automatic legal conclusions or write-offs without the required municipal authority are not permitted. Integrate collection status with billing and prepaid vending rules approved by the municipality.

Valuation roll management

- Maintain general and supplementary valuation rolls, property identifiers, ownership and category details, effective dates, history, objections and appeals. Link the valuation record to GIS and billing while retaining the original valuation evidence and approvals.
- Support multiple-use properties through the correct allocation of valuation portions and applicable rates categories. Reconcile the valuation roll to billed and non-billed properties and identify missing, duplicated or inconsistent records and changes awaiting implementation.

Land use and building control

- Provide an integrated function or interface for land-use applications, zoning, subdivisions, consolidations, building-plan applications, inspections, approvals, fees and associated documents. Maintain the relationships between land, cadastral identifiers, valuations, assets and billing.
- Use controlled notifications to reflect approved changes in the relevant financial or property records. Preserve application history, approvals and outstanding actions. Planning or regulatory decisions remain with the authorised municipal officials.

Revenue cycle billing and metering

- Support property rates and all services and charges administered by the municipality, including tariff structures, effective dates, taxes, rebates, exemptions and deposits. Provide bill calculation, review, approval, distribution, receipting, allocation and reversal controls.
- Manage meter and service-point master data, readings, estimates, exceptions and adjustments for prepaid and postpaid, smart and conventional meters. Support tariff-year changes and allocation of consumption across financial years without losing the underlying reading history.
- Integrate prepaid vending, payment channels and debtor balances through secure interfaces. Reconcile sales, settlements, fees and ledger postings, and apply approved arrears recovery and vending controls. Preserve transaction-level traceability and exception management.

Inventory and stores

- Provide multi-store item and location records, requisitions, receipts, issues, returns, transfers, stock counts, adjustments and stock valuation. Support minimum levels, reorder information and authorised inventory costing.
- Link stock movements to procurement, projects, maintenance jobs, asset creation and the ledger. Reconcile physical stock, inventory records and control accounts with auditable exception approval.

Documents workflow reporting and usability

- Provide document capture at the transaction or case, indexing, version control, access permissions, retention, legal holds and retrieval. Include configurable workflows, electronic approval records and escalation, with no loss of original source evidence.
- Provide a data warehouse or equivalent governed reporting layer, dashboards, drill-down and controlled report design. Report refresh timing and reconciliation to live financial records must be visible. Officials must be able to produce routine reports without recurring paid development.
- Provide role-based desktop, tablet and mobile access, search, saved filters, shortcuts, accessible navigation and configurable departmental dashboards. Configurable forms and layouts must not bypass financial validation or approval controls.

- AI-assisted document search or agent functions may be offered as a separately priced optional enhancement. They are not a minimum mSCOA qualification or a functionality-scoring advantage. They may not autonomously approve or post financial transactions, alter source records, or disclose municipal information to an unapproved external service.

Technical requirements integration and security

Deployment and infrastructure

The base proposal must provide a supported deployment on municipal-controlled infrastructure, with onsite implementation and support in the municipal environment. A cloud or hybrid alternative may be priced separately, with its hosting location, operator, security, connectivity, recovery and exit implications disclosed. The alternative does not replace the required base proposal. No particular brand, Kubernetes platform or proprietary infrastructure product is prescribed.

The bidder must provide the architecture, infrastructure and operating-system requirements, database and third-party licences, capacity assumptions, monitoring and upgrade arrangements. Production, test or training, and recovery environments must be separated and included in the costed solution. All products must remain supported for the contract term, with a managed route away from end-of-life components.

Interfaces and integration controls

Include documented, supported APIs or equivalent secure interfaces to municipal systems, GIS, banking, payment gateways, CSD or government services where authorised, prepaid vending, meter systems, website and other components required by the proposed solution. Third-party access permissions and externally imposed charges must be disclosed.

Interfaces must support authenticated access, controlled schema changes, unique transaction identifiers, validation, duplicate prevention, reconciliation and exception queues. Failures must be logged and recoverable without duplicate or missing financial postings. The proposal must state real-time, scheduled and dependency-bound processing for every interface and the controls over any unavoidable delay.

Security privacy and auditability

- Apply role-based and field or record-level access, least privilege, segregation of duties and an auditable delegation structure. Separate supplier-bank maintenance, invoice processing, payroll changes, journal approval and payment release. Log and review exceptional access.
- Require multi-factor authentication for privileged, remote and high-risk approval access, supported identity integration, secure sessions and configurable password controls. Encrypt sensitive data in transit and at rest, including backups, and protect keys and service credentials.
- Maintain tamper-resistant logs identifying the user, date, time, action, original and changed values, approval and source document. Prevent unlogged direct database amendments and unauthorised deletion. Provide read-only audit access and export of relevant logs and records.
- Comply with applicable POPIA and records-management obligations. Include operator responsibilities, access by subcontractors, breach notification, vulnerability management, security patching and secure disposal. Personal information in test or training environments must be protected or appropriately masked.

Continuity data rights and retention

Provide automated monitored backups, encrypted offsite or separately secured copies, and documented restoration procedures. The municipal service standards are a recovery point objective of no more than four hours and a recovery time objective of no more than eight hours for critical services. Restore tests must be completed at least quarterly and a recovery exercise at least annually, with results supplied to the municipality.

Municipal data, records, configurations, classifications, reports and audit trails remain accessible to the municipality throughout the term and at exit. Retention and legal holds must follow the municipality's approved records schedule and applicable law. The supplier may not withhold municipal data to secure payment or make export dependent on renewal.

Provide complete data exports, document attachments, relationships, dictionaries, configuration records and transaction history in documented non-proprietary formats. The bid must include an archive and read-access solution

for historic records after exit without a compulsory ongoing subscription to the former production system. Identify all proprietary software rights separately from municipal data ownership.

Implementation migration training and acceptance

Implementation programme

Provide a resourced plan achieving operational go-live of the complete mandatory scope within six months of commencement. The indicative sequence below forms part of the required proposal. The supplier must align cutover with municipal billing, payroll, budget and reporting cycles and maintain continuity of service.

Stage	Timing within contract	Required outputs
Initiation and assessment	Month 1	Approved project plan, governance, process and data assessment, detailed requirements and risk register.
Configuration and preparation	Months 2 to 3	Configured workflows and chart, environments, interfaces, initial migration and reconciliation results.
Testing and readiness	Months 4 to 5	Integrated testing, parallel payroll and billing comparisons, security and restore tests, training and signed readiness decisions.
Operational go-live	By end of month 6	Controlled final migration and cutover of all mandatory functions, with acceptance evidence and escalation arrangements.
Stabilisation and support	Six weeks after go-live then to month 36	Onsite support through first billing, payroll, month-end and Treasury reporting cycles, followed by ongoing support and planned exit.

The implementation and stabilisation stages do not extend the 36-month contract. Progress reports must identify achieved milestones, expenditure, risks, decisions, dependencies and corrective actions. Municipal approval of the project plan does not waive the supplier's obligations.

Data migration and reconciliation

Include extraction, profiling, cleansing support, mapping, trial migrations, validation and final migration. Cover the general ledger and comparative balances, customers, property and valuation history, debts, creditors, assets and components, projects, grants, payroll, stock, contracts and documents required for continuity and audit. Provide historical data access where detailed migration is not appropriate.

Reconcile each converted data set to signed source controls, including opening balances, sub-ledgers, age analyses and the asset register. Record and resolve differences and retain transformation rules and audit evidence. At least one full rehearsal and an agreed rollback procedure are required before production cutover. Municipal sign-off of data must be separate from supplier execution of the migration.

Testing and acceptance

Provide test scripts and traceability from every mandatory requirement to a witnessed test or other agreed verification. Tests must cover complete transaction flows, interfaces, role restrictions, period closing, financial statements, billing, payroll, assets, performance reports, statutory strings and disaster recovery. At least two parallel payroll comparisons and one full billing comparison must be completed and reconciled before replacement of the relevant production process.

Go-live requires authorised municipal readiness approval, reconciled opening records, functioning mandatory interfaces, trained operators and no unresolved critical defects. Final acceptance also requires successful first-cycle billing, payroll, month-end and the applicable Treasury submission validation or acknowledgement, together with closure of material defects and complete documentation. Any Treasury portal outage or external dependency must be evidenced and resolved through an approved exception plan; it is not a waiver of compliance.

Payment milestones must be tied to accepted deliverables. Submission of a proposal, installation of software or a general compliance statement does not constitute acceptance. The supplier must correct defects in its delivered scope without an additional implementation fee.

Training and handover

Include role-based training for end users, reviewers, administrators, report designers and ICT staff, with practical exercises, competency checks and accessible manuals. Train nominated municipal super-users to maintain routine configurations, reports and reconciliations. Include refresher and new-user training during the remaining contract term and retain training and handover records.

Support maintenance and exit

Support is required from commencement through month 36. Include a named service manager, helpdesk, onsite escalation arrangements and all corrective maintenance, security patches and mandatory mSCOA, tax, accounting and reporting updates. Routine statutory updates and correction of supplier defects are included in the base contract price.

The standards below are municipal contractual requirements, rather than a statement of nationally prescribed response times. Critical support is available 24 hours a day, seven days a week. Other business hours are 08h00 to 17h00 South African time, Monday to Friday excluding public holidays.

Priority	Example	Response	Restoration or resolution target
1 Critical	Production outage, security incident or inability to run a critical payment, payroll or billing cycle.	30 minutes	Workaround within 4 elapsed hours and service restoration within 8 elapsed hours; permanent correction tracked.
2 High	Material function impaired with a temporary operating alternative.	2 business hours	Workaround within 1 business day and resolution within 3 business days.
3 Normal	Non-critical defect affecting routine use.	4 business hours	Resolution within 5 business days.
4 Request	Advice, report assistance or planned service request.	1 business day	Completion within 10 business days or an earlier agreed service date.

Monthly production availability must be at least 99.5 per cent, measured continuously. Approved planned maintenance is limited to four hours per month with at least 48 hours notice. Unapproved supplier-related outages count as downtime. Any exclusion for municipal power or connectivity failure outside the supplier's contracted responsibility requires municipal verification. Failures of the supplied infrastructure or recovery arrangements are not excluded. Reports must show incidents, service times, availability, changes, backup tests, training and unresolved risks.

A service credit of two per cent of the monthly recurring support and application-service fee applies for each commenced 0.5 percentage point below the availability target, capped at ten per cent of that monthly fee. The supplier remains responsible for correction and sustained performance. Material or repeated breach remains subject to the contract's notice, cure and termination provisions.

During the final three months, provide an agreed exit plan, complete exports and configuration documentation, knowledge transfer and cooperation with the municipality or incoming supplier. Base pricing must include the planned handover. Municipal records and historic reporting access must remain intact. No renewal is implied by transition activity.

Location of the works

The services cover Emalahleni Local Municipality in the Eastern Cape, including Cacadu, Dordrecht and Indwe. Implementation activities and the required onsite go-live support must take place at the relevant municipal offices and facilities. Remote support must comply with municipal access controls.

Solution design elements

- Classification design: source capture, chart-version synchronisation and segment-combination validation.
- Integration design: component and interface diagram, transaction reconciliation and failure recovery.
- Reporting design: ledger-to-report traceability, automated Treasury outputs and validation or error handling.
- Process design: end-to-end procurement and payment, asset and project integration, and revenue and payroll controls.
- Security design: role segregation, multi-factor authentication and protected audit logs.

Implementation and skills transfer elements.

- Programme: milestones within six months, named resource allocation and a dependency or risk plan.
- Migration: scope and historical access, trial migrations and signed reconciliation controls.
- Testing and cutover: integrated test coverage, parallel runs and rollback or readiness criteria.
- Training: role-based practical content, competency assessment and super-user handover.

Support continuity and exit elements

- Support: staffed service channels, escalation ownership and measurement against the required targets.
- Maintenance and continuity: statutory-update process, backup and recovery design and planned recovery testing.
- Exit: complete data and document export, archive access and a resourced handover plan.

Comparable experience includes local, district and metropolitan municipalities where the relevant work is verifiable. No minimum global client count, analyst listing or named proprietary technology is required. Financial capacity and the authenticity of references remain subject to due diligence under the published bid conditions.

Pricing schedule

Submit a fixed, itemised base proposal in South African rand for the whole 36-month contract. Years 1, 2 and 3 mean months 1 to 12, 13 to 24 and 25 to 36 from commencement. State the VAT treatment and any pre-priced annual escalation. There may be no additional post-implementation support term or undisclosed third-party fee.

Item	Cost category	Year 1 ZAR	Year 2 ZAR	Year 3 ZAR
1	Complete application and module licences or subscriptions			
2	Database operating-system and other third-party licences			
3	Assessment configuration and project management			
4	Data extraction cleansing support migration and reconciliation			
5	Interfaces integration and statutory-report configuration			
6	Testing parallel runs cutover and six weeks onsite support			
7	Initial training manuals and super-user handover			
8	Support maintenance security and mandatory statutory updates			

Item	Cost category	Year 1 ZAR	Year 2 ZAR	Year 3 ZAR
9	Refresher training and training for new users			
10	Base infrastructure installation and required environments			
11	Travel accommodation and other required disbursements			
12	Exit exports archive access and transition assistance			
	Subtotal excluding VAT			
	VAT where applicable			
	Total including VAT			

Total mandatory 36-month price including VAT: R _____. The supplier must attach the component and module breakdown, quantities or licence limits, assumptions and unit rates supporting the total. Enter zero or included where an item carries no separate charge. Mandatory functions may not be moved to an optional schedule.

Price any cloud alternative and optional AI or other enhancements in a separate schedule, showing their effect on the full 36-month cost. Additional services outside the advertised mandatory scope require the applicable procurement and written approval. Routine compliance updates, defect correction and agreed handover are included in the base price.

Annexure A Business process coverage

This cross-reference identifies coverage of the fifteen business-process groups in MFMA Circular 80 and Annexure B. The bidder's clause-by-clause response must cover the detailed requirements as well as the additional municipal technical, delivery and service standards. It does not replace verification of the delivered solution.

Business process group	Specification reference
Corporate governance	4.2 and 4.18
Municipal budgeting planning and financial modelling	4.3 and 4.5
Financial accounting	4.1 and 4.4
Costing and reporting	4.5
Project accounting	4.6
Treasury and cash management	4.7
Procurement expenditure contracts and accounts payable	4.8 and 4.17
Grant management	4.9
Full asset lifecycle and maintenance management	4.10
Real estate and resources management	4.10 and 4.11
Human resources and payroll	4.12
Customer care credit control and debt collection	4.13
Valuation roll management	4.14
Land use and building control	4.15
Revenue cycle billing	4.16

Annexure B Reference instruments

The following official sources inform this specification. Applicable amendments, chart releases and reporting instructions remain part of the contractual compliance obligation. References to consultation material do not convert draft documents into enacted law.

R1 Municipal Regulations on a Standard Chart of Accounts Government Gazette 37577 22 April 2014

National Treasury mSCOA regulations and chart reference page

R2 MFMA Circular 80 dated 8 March 2016 with Annexure B and applicable addendum

National Treasury Circular 80 package

R3 MFMA Circular 132 dated 5 December 2025 section 6

National Treasury 2026 27 MTREF circular and chart version 7.1

R4 MFMA Circular 134 dated 20 March 2026 section 4

National Treasury guidance on cash-flow linkages validation retentions and virements

R5 MFMA Circular 53 dated 3 September 2010

National Treasury guidelines on functionality evaluation

R6 Preferential Procurement Regulations 2022 Government Gazette 47452

National Treasury published preferential procurement regulations

I: TENDER PRICE CARRIED FORWARD TO C1.1 FORM OF OFFER AND ACCEPTANCE (G+H)

I, the undersigned, do hereby declare that the above is a properly priced Activity Schedule forming part of this Contract Document upon which my/our tender for **APPOINTMENT OF A SUITABLY QUALIFIED SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, INSTALLATION, AND COMMISSIONING OF AN INTEGRATED MSCOA-COMPLIANT FINANCIAL MANAGEMENT SYSTEM INCLUDING SUPPORT AND MAINTENANCE FOR A PERIOD OF 3 YEARS** has been based.

SIGNED ON BEHALF OF THE TENDERER: .....

2.2 TENDER OFFER

I,_____(duly authorized to represent the tenderer for the purpose of this tender), hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached document to the Emalahleni Local Municipality on the terms and conditions stipulated in this tender document and in accordance with the specification stipulated in the tender document at the prices reflected in the *Contract Form/Price Schedule*.

BIDDERS TOTAL OFFER (Inclusive of vat and all other charges)

R.....

The tenderer agrees that:

1.1 The tender offer submitted shall remain valid, irrevocable and open for written acceptance by the Emalahleni Local Municipality for a period of 120 days from the closing date or for such extended period as may be applicable;

1.2 The tender offer will not be withdrawn or amended during the aforesaid validity period;

1.3 Notwithstanding the above, the tenderer may submit a written request to the Emalahleni Local Municipality after the closing date for permission to withdraw the tender offer. Such withdrawal will be permitted or refused at the sole discretion of the Emalahleni Local Municipality after consideration of the reasons for the withdrawal, which shall be fully set out by the tenderer in the written request for withdrawal;

1.4 Should the tender offer be withdrawn in contravention of the above, the tenderer agrees that:

(a) it shall be liable to the Emalahleni Local Municipality for any additional expense incurred by the Emalahleni Local Municipality in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred by the invitation of new tenders and the subsequent acceptance of any other tender;
(b) the Emalahleni Local Municipality shall also have the right to recover such additional expenses by set-off against moneys which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses, the Emalahleni Local Municipality shall be entitled to retain such moneys, guarantee or deposit as security for any loss the Emalahleni Local Municipality may suffer due to such withdrawal.

1.5 The tenderer agrees that this tender and its acceptance shall be subject to the terms and conditions contained in the Emalahleni Local Municipality's Supply Chain Management Policy ('SCM Policy') and Combating of Abuse of the Supply Chain Management System Policy ('Abuse Policy').

_____
Signature(s)

_____
Print name(s):
On behalf of the tenderer (duly authorised)

_____
Date

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

   3.2 Identity Number: .....

   3.3 Position occupied in the Company (director, trustee, 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 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 of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

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

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

   3.9.1 If yes, furnish particulars.....

   .....

   3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?.....**YES /**

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

1 Are you by law required to prepare annual financial statements for auditing?

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

***YES / NO**

.....

.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....

.....

.....

.....

* Delete if not applicable

***YES / NO**

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of

such contract?

3.1 If yes, furnish particulars

.....

.....

***YES / NO**

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

13.1 If yes, furnish particulars

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME) .....

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

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

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

in the conditions of this tender:

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company

- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

WITNESSES:

1. .....

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

2. .....

DATE:. .....

ADDRESS:.....

.....

.....

.....

MBD 7.1

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 .....

2. .....

DATE:.....

MBD 7.1

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 number .....dated... .....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	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. .....

2. .....

DATE .....

MBD 8

6. 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 *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

4.3.1	If so, furnish particulars:		
Item	**Question**	**Yes**	**No**
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality, or to any other municipality, 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 or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) .....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.
I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Emalahleni 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)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

11. GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions 1. The following terms shall be interpreted as indicated:
1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

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

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

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

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

1.7 "Day" means calendar day. 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.8 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.9 "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.

"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.

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

1.11 "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.

1.12 "GCC" means the General Conditions of Contract.

1.13 "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 handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

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

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

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

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

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

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

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

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

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

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

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

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

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

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

13. Incidental services
13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

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

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

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

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

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

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

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

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

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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 this 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 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 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.

23.4 Any restriction imposed on any person by the Accounting Officer will, at the discretion of the Accounting Officer, 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 actively associated.

23.5 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.

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

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

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

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

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

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

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

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

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

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

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

33. National Industrial Participation (NIP) Programme
34 Prohibition of Restrictive practices

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.

34.1 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 purchaser 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 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.

SUPPORTING SCHEDULES

SCHEDULE 1. RESOLUTION OF DIRECTORS / MEMBERS

RESOLUTION for completion by Directors (if the tenderer is a (Pty) Ltd or Ltd) or Members (if the tenderer is a CC)

NAME OF TENDERER:_____

Meeting held at_____**(place) On**_____**(date)**

RESOLVED THAT:

1. **The Tenderer submits a tender to the Emalahleni Local Municipality in respect of Bid No:**

_____**ELM/11/11/2026T**

Mr/Mrs/Ms____**in his/her capacity as**_**and who will sign as follows:**

_____
(SPECIMEN SIGNATURE)

be, and is hereby, authorised to sign the tender and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any contract and or all documentation resulting from the award of the tender to the Tenderer.

Note: The resolution must be signed by all the directors /members of the Tenderer. Should the space provided below not be sufficient for all directors/members to sign, please attach a separate sheet to this schedule in the same format.

	Name	Capacity	Signature
1			
2			
3			
4			
5			

SCHEDULE 2. CERTIFICATE OF AUTHORITY FOR PARTNERSHIPS /CONSORTIUMS / JOINT VENTURES

This returnable schedule is to be completed if the tender is submitted by a partnership/consortium/joint venture.

1. We, the undersigned, are submitting this tender offer as a partnership/consortium/joint venture and hereby authorise Mr/Ms_____, of the authorised entity_____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/consortium/joint venture's behalf.

2. By signing this schedule the partners to the partnership/consortium/joint venture:

   Warrant that the tender submitted is in accordance with the main business and objectives of the partnership/consortium/joint venture;

   Agree that the Emalahleni Local Municipality shall make all payments in terms of this Contract into the following bank account of the Lead Partner:

   Account Holder: _____

   Financial Institution: _____

   Branch Code: _____

   Account No.: _____

   Agree that in the event that there is a change in the partnership/consortium/joint venture and/or should a dispute arise between the partnership/consortium/joint venture partners, that the Emalahleni Local Municipality shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the Emalahleni Local Municipality is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/consortium/joint venture) notifying the Emalahleni Local Municipality of the details of the new bank account into which it is required to make payment.

   Agree that they shall be jointly and severally liable to the Emalahleni Local Municipality for the due and proper fulfilment by the successful Tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the Emalahleni Local Municipality as a result of breach by the successful Tenderer/supplier. The partnership/consortium/joint venture partners hereby renounce the benefits of excussion and division.

SIGNED BY THE PARTNERS OF THE PARTNERSHIP/CONSORTIUM/JOINT VENTURE		
NAME OF FIRM	**ADDRESS**	**DULY AUTHORISED SIGNATORY**
Lead partner		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

		Signature..... Name..... Designation.....

Note: A copy of the Joint Venture Agreement shall be appended to **Schedule 3.**

SCHEDULE 3. LIST OF OTHER DOCUMENTS ATTACHED BY TENDERER

The tenderer has attached to this schedule the following additional documentation:

	Date of Document	Title of Document or Description
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

ANNEXURE A

PAST EXPERIENCE

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

EMPLOYER /INSTITUTION NAME	NATURE OF WORK/ PROJECT NAME	AWARDED AMOUNT	ANTICIPATED / ACTUAL COMPLETION DATE	EMPLOYER CONTACT NO.

.....
DATE

.....
SIGNATURE OF BIDDER

ANNEXURE C
JOINT VENTURE DISCLOSURE FORM

1A JOINT VENTURE REQUIREMENTS

DEFINITION: - "**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.

Should a group of companies/firms and/or interested parties wish to enter into a joint venture/consortium agreement the following minimum requirements must be met:-

1. A copy of the joint venture/consortium agreement must be attached.
2. Each member of the joint venture/consortium must provide a Tax Clearance Certificate
3. After award of a contract to a joint venture, the successful joint venture partners must provide a joint venture Tax Clearance Certificate and the joint venture banking details.
4. A trust, consortium or joint venture will qualify for points of their specific goals status level as a legal entity, provided that the entity submits their full CSD Report

The joint venture/consortium agreement must contain the following:-

a. Who the managing member will be.
b. Who the signatory of authority will be.
c. How the joint venture/consortium share of profit will be split.
d. The bank account details where payments will be deposited into.
e. The agreement must be signed by all parties.
f. The agreement must be certified by a Commissioner of Oaths.
g. The postal and physical address where all correspondence will be sent to.

ANNEXURE D
COMPANY COMPOSITION

GENERAL

All information must be filled in spaces provided. If additional space is required, additional sheets may be attached. The onus is on the bidder to fill in all the information. The ownership must accumulate to 100%.

NAME	IDENTITY NUMBER	DATE OF OWNERSHIP	% OWNED	% HDI OWNERSHIP	% FEMALE OWNERS

ANNEXURE E
BID CHECK LIST

All ELM individual bid documents will have the typical bid check list as an attachment. This list is to assist all bidders to submit complete bids. Bidders are to check the following points before the submission of their bid:

No.	Description	✓ OR N/A
1.	All pages of the bid document have been read by the bidder.	
2.	Completed the bid document in BLACK ink.	
3.	Totals from the specification / costing annexure have been carried forward to the Bid Form (MDB 1).	
4.	Totals from the specification / costing annexure must also be carried forward to the summary page in section 3.2 of the tender document.	
5.	Surety details have been included in the bid.	
6.	Completed and signed the Invitation to Bid (MBD 1)	
7.	Has not used correctional fluid (tippex) on the Pricing Schedule, Invitation to Bid (MBD 1) and any of the declaration forms.	
8.	Has attended the compulsory briefing session and has signed the attendance register.	
9.	Has fulfilled or offered equal or more than the exact specifications as listed in the schedule or terms of reference.	
10.	Has fulfilled any other special conditions included in the bid document.	
11.	Has completed the: - Pricing Schedule - Firm Prices (MBD 3.1)	
12.	Has completed and signed the Declaration of Interest (in the service of the State) (MBD 4)	
13.	Has completed and signed the Declaration of Validity of Information	
14	(MBD 5) declaration for procurement above r10 million (all applicable taxes included	
15.	Has claimed the respective preference points in terms of the Preferential Procurement Regulations 2011 by completing the Preference Points Claim Form (MBD 6.1)	
16.	Has completed and signed the Declaration Certificate for Local Production and Content (MBD 6.2)	
17.	Has provided proof of SARB exchange rate for the Local Production and Content Requirement (if applicable).	
18.	Has completed and signed the contract form for purchase of goods/works form MBD 7.1 (part 1 and part 2) and / or contract form for of services MBD 7.1	
19.	Has completed and signed the Declaration of Bidder's Past SCM Practices (MBD 8)	
20.	Has completed and signed the Certificate of Independent Bid Determination (MBD 9)	
21.	Has the Joint Venture Agreement been signed and attached to the bid document (in respect of bids where a joint venture has been entered into).	