SOL PLAATJE MUNICIPALITY
BID DOCUMENT

LATE SUBMISSION OF BIDS WILL NOT BE ACCEPTED.

Original bid documents must be submitted in a sealed envelope marked " ENVELOPE 1 ORIGINAL"
A duplicate of the Original Bid document must be submitted in a sealed separate envelope marked 'ENVELOPE 2 DUPLICATE"
If bids are submitted in one envelope containing one original and one duplicate it must be clearly stated.
The duplicate must be a true reflection of the original Bid Document and supporting documents must be certified.

I hereby declare that the copy submitted is a true reflection of the original bid.

Bidder Signature: _____Date: _____

CONTRACT NUMBER:	**FIN/BTO01/2026**
DESCRIPTION:	**THE PROVISION OF ACCOUNTING SOFTWARE TOOL FOR PREPARATION OF ANNUAL FINANCIAL STATEMENTS IN ACCORDANCE WITH GRAP FOR A 3-YEAR PERIOD**
THE OFFER CONTAINS:	MBD1, MBD 2, MBD3.1, MBD3.2, MBD 3.3 (if applicable), MBD 4, listing criteria, MBD6, MBD 6.1, MBD 6.2 (if applicable), MBD8, MBD 9 and General Conditions of Contract
ALL PAGES MUST BE SIGNED AND WITNESSED BY TWO WITNESSES, WHERE REQUIRED.	
NAME OF BIDDER	
PHYSICAL TRADING OFFICE ADDRESS	
CSD NUMBER:	**MAAA**
BID PERIOD: For the period commencing	
PREPARED FOR: **J. Chisango** SOL PLAATJE MUNICIPALITY PRIVATE BAG X5030 KIMBERLEY 8300	PREPARED BY: **B. NKOE**
CLOSING DATE: **07 April 2026**	TIME: **10H00**

BIDDER CHECKLIST

CONTRACT NUMBER: FIN/BTO01/2026 - THE PROVISION OF ACCOUNTING SOFTWARE TOOL FOR PREPARATION OF ANNUAL FINANCIAL STATEMENTS IN ACCORDANCE WITH GRAP FOR A 3-YEAR PERIOD

Hereunder is a checklist to ensure that the bid documentation is complete in terms of administrative compliance. The bidder is to indicate that the documentation is complete and included in the bid document by completing the table below. **(Tick to indicate whether the information has been included and the originals signed and witnessed as required.)**

ITEM	DESCRIPTION	YES/NO
1	Cover letter front page	
2	Invitation to Bid (MBD1) must be completed & signed	
3	Tax Compliance requirements	
4	Pricing Schedule and Specifications to be completed (MBD 3.1), no correctional fluid to be used	
5	Method of Pricing and Price Adjustments to be fully and correctly completed (MBD 3.2)	
6	Professional Indemnity Insurance, where applicable	
7	Functionality Evaluation Schedule: (MBD 3.3) applicable for 2 stage bidding process	
8	Declaration of interest (MBD 4) Original to be completed and signed. **No bid will be accepted from persons in the service of the state[1].**	
9	Submit the Central Supplier database report (CSD).	
10	Submit valid certified BBBEE certificate (MBD 6.1) or Sworn affidavit	
11	Submit a current Municipal Account or Lease Agreement	
12	Submit Medical Certificate where specific goal for disability is applicable	
13	Did you comply to DTI standards (local content) as indicated (MBD 6.2) if required	
14	Declaration of bidder's past supply chain management practices (MBD 8)	
15	Certificate of Independent Bid Determination – (MBD9)	
16	Did you submit **one (1)** original and **one (1)** copy of the bid documents?	
17	Take note and understand the Special Conditions, where applicable?	
18	Did you complete and sign the Listing Criteria as included in the bid document?	
19	Did you **initial every page** of your original submission?	
20	Did you comply to all pre-conditions as stated in bid document? (MBD 1)	
21	Did you attend the compulsory briefing session where required?	
22	Did you attach, Annual Financial Statements attached if project > R10 million, where applicable?	

N.B.: - THIS FORM MUST BE SIGNED BY THE BIDDER AND TWO WITNESSES

SIGNATURE OF BIDDER: _____

NAME OF COMPANY: _____

ADDRESS: _____

_____

CELL TELEPHONE NO: _____ FAX NO._____

E-MAIL ADDRESS: _____

AS WITNESSES: 1. _____NAME PRINT _____

2. _____NAME PRINT _____

DATE: _____

SOL PLAATJE MUNICIPALITY
INVITATION TO BID
PART A
INVITATION TO BID

THE FOLLOWING PARTICULARS MUST BE FURNISHED					
YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE SERVICES INFRASTRUCTURE					
BID NUMBER:	**FIN/BTO01/2026**	CLOSING DATE:	**07/04/2026**	CLOSING TIME:	**10H00**
DESCRIPTION	**THE PROVISION OF ACCOUNTING SOFTWARE TOOL FOR PREPARATION OF ANNUAL FINANCIAL STATEMENTS IN ACCORDANCE WITH GRAP FOR A 3-YEAR PERIOD**				
	To render services on behalf of the Sol Plaatje Municipality, as may be required for a period of **36 months** as indicated on this bid document, from the time of the award. The services shall commence on the date of signing the contract, with an option to extend as may be agreed upon by both parties upon expiry. **One complete set of documents is available at http://www.etenders.gov.za or http://www.solplaatje.org.za at no cost.** One complete set of documents is available from SCU Contracts Section, Municipal Stores Complex Abattoir Road, Ashburnham, Kimberley upon payment of an amount of **R500-00 (Five hundred rand),** which is non-refundable. Payment must be made at the cashiers on a "NO 10 deposit slip" using the following **mSCOA vote no** **21 12 1 42 451 0 SG ZZZ ZZ WM**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO COMPLETE AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

SOL PLAATJE MUNICIPALITY
SCM UNIT – MUNICIPAL STORES COMPLEX
ABATTOIR ROAD, ASHBURNHAM
KIMBERLEY
8301

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
PHYSICAL TRADING ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		**AND**	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No

[B-BBEE CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) / MEDICAL CERTIFICATE/ MUNICIPAL ACCOUNT OR LEASE AGREEMENT / CSD MUST BE SUBMITTED IN ORDER QUALIFY FOR SPECIFIC GOALS POINTS]

In line with the Preferential Procurement Regulation of 2022 and SPM Preferential Procurement Policy, the following Specific Goals is applicable:

Women as Specific Goal

80/20 equal to or below R50 million 90/10 above R50 million		
Women		
% Women	80/20	90/10
<51%	2	1
>51% <100%	4	3
100%	20	10
Total Points	**20**	**10**

Objective Criteria (Section 2(1)(f) of the PPPFA) - In terms of **section 2(1)(f)** of the Preferential Procurement Policy Framework Act, the Municipality reserves the right not to award the bid to the highest scoring bidder if objective criteria justify such a decision. These criteria may include, but are not limited to:

a) Proven poor performance on previous municipal contracts
b) Failure to deliver on similar projects
c) Unresolved disputes or litigation with the Municipality
d) Performance concerns confirmed by project managers or end-user departments

Companies or bidders bidding as **Joint venture must** include **the following:**

- **Joint Venture Agreement (must clearly stipulate the name of the lead partner)**
- **Tax compliance status pin for Joint Venture**
- **VAT number for Joint Venture**
- **CSD report for Joint Venture**
- **Bank Account for Joint Venture**
- **Separate Municipal accounts for both Companies/Valid lease agreement**
- **MBD 4,8 & 9 must** be completed respectively by both parties and submitted as part of the bid document

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN-BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]
SIGNATURE OF BIDDER		**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
SIGNATURE OF WITNESS NO 1	NAME PRINT		
SIGNATURE OF WITNESS NO 2	NAME PRINT		

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	FINANCE: SUPPLY CHAIN UNIT	DEPARTMENT	Finance
CONTACT PERSON	BETTY NKOE	CONTACT PERSON	James Chisango
TELEPHONE NUMBER	053 830 6172 /6180	TELEPHONE NUMBER	053 830 6522
E-MAIL ADDRESS	bnkoe@solplaatje.org.za	E-MAIL ADDRESS	jchisango@solplaatje.org.za

PART B
TERMS AND PRE-CONDITIONS FOR BIDDING

(1) NO BIDS WILL BE CONSIDERED FROM BIDDERS WHO ARE NOT REGISTERED ON THE CENTRAL SUPPLIERS DATABASE (CSD) ON THE NATIONAL TREASURY WEBSITE www.csd.gov.za
(2) THE LISTING CRITERIA MUST BE COMPLETED IN THE DOCUMENT
(3) NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE

1. BID SUBMISSION:

1.1. Bids must be submitted within stipulated date and time to the correct address. **Late submission of bids will not be accepted.**

1.2 All bids must be completed and submitted on the official tender document provided and no correction tape or fluid may to be used on the tender document. Bidders, who have purchased the bid documents from the Municipality, MUST include the proof of payment.

1.3 This bid is subject to the Preferential Procurement Regulations 2022, SPM Preferential Procurement Policy, SCM Policy General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.

1.4 The following is **APPLICABLE ON COMPETITIVE BIDDING ABOVE R10 MILLION**

If the value of the transaction is expected to exceed R10 million (Vat Included), require bidders MUST provide the following documents with the bid documents.

- If the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements
  - For the past three years or
  - Since their establishment if established during the past three years
- Particulars of any contracts awarded to the bidder 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
- A statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic:

Please attach all annexures on the pages as indicated on the bid document

2. TAX COMPLIANCE REQUIREMENTS

2.1 **Bidders must ensure must ensure compliance their Tax obligations.**

2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable Municipality to view the taxpayer's profile and tax status.

2.3 Application for the tax compliance status (TCS) pin may be made via e-filing through the SARS website www.sars.gov.za.

2.4 Bidders may also submit a printed TCS certificate together with the bid

2.5 Foreign suppliers must complete the pre-award questionnaire in Part B Paragraph 5.

2.6 Bidders are required to submit the current Central Suppliers Database (CSD) registration report (NOT the summary report) together with the bid document

3. MUNICIPAL ACCOUNTS

- Copies of all municipal accounts, not older than 3 months or 90 days to be submitted with the bid.
- If the entity or any of its directors/shareholders /partners/members, etc. rents/leases premises a copy of the rental/lease agreement must be submitted with this bid.
- In cases where bidders use a lease premise for conducting their business, a valid lease agreement signed by both parties, which clearly stipulated who is responsible for municipal services, rates and taxes must be attached to the bid document.
- If the lessee (Bidder) is responsible for municipal services, municipal account or tax invoice of the leased premises that is not in arrears must be submitted.

NB: It is the responsibility of bidders to visit the municipal website in order to obtain details of successful/ unsuccessful information within 120 days after closure of bid. The municipal website is www.solplaatje.org.za.

4. COMPULSORY CLARIFICATION MEETINGS/ CIDB GRADINGS (IF APPLICABLE)

4.1 LOCAL CONTENT: N/A

4.2 A BRIEFING SESSION: N/A

4.3 CIBD: N/A

5. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

5.1	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES	☐ NO
5.2	DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES	☐ NO
5.3	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES	☐ NO
5.4	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES	☐ NO
5.5	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.

In terms of section 13 of the Municipal Supply Chain Management Regulations No. 27636 of 30 May 2005, the Municipal Manager shall reject all bids that do not comply with the following preconditions: -

1. Bidders that have not furnished the Municipality with his/her full names, identification number or company or other registration number and tax reference number and vat registration number, if any.
2. Bidders that have not submitted a valid tax clearance certificate from SARS or provided their tax compliance status pin number
3. Bidders that have not indicated: -
    a. Whether he/she is in the service of the state or has been in the service of the state in the previous twelve months;
    b. If the bidder is not a natural person, whether any of its directors, managers, principal shareholders or stakeholder is in the service of the state or has been in the service of the state in the previous twelve months, or
    c. Whether a spouse, child or parent of the bidder or of a director, manager, shareholders or stakeholder in the previous twelve months.
4. Any special conditions as contained in the bid documents.

Bidders scoring the highest points or any bid will not necessarily be accepted, and the Municipality reserves the right to Sub-divide the contract and accept any portion of any bid, or determine a multiple award.

Bids will be evaluated in terms of the approved point system (**80/20) 80 points for price and 20 for specific goals or (90/10) 90 points and 10 for specific goals**. Tender validity period should be for **120 days.**

NO BIDS by FAX or by E-MAIL WILL BE ACCEPTED.

Sealed bids must be clearly marked with the following bid number and description:

CONTRACT NUMBER: **FIN/BTO01/2026**

DESCRIPTION**: THE PROVISION OF ACCOUNTING SOFTWARE TOOL FOR PREPARATION OF ANNUAL FINANCIAL STATEMENTS IN ACCORDANCE WITH GRAP FOR A 3-YEAR PERIOD.**

DROP AT THE TENDER BOX (OPPOSITE SECURITY)

ADDRESSED TO: THE MUNICIPAL MANAGER

MUNICIPAL STORES COMPLEX

ABATTOIR ROAD

ASHBURNHAM

KIMBERLEY

Closing date: 07 April 2026 Time: 10H00

IT IS THE PROSPECTIVE BIDDERS RESPONSIBILITY TO OBTAIN BID DOCUMENTS IN TIME TO ENSURE THAT RESPONSES REACH SPM, TIMEOUSLY. MUNICIPALITY SHALL NOT BE HELD RESPONSIBLE FOR DELAYS IN THE POSTAL/ COURIER SERVICES.

ANY TENDER WILL NOT NECESSARILY BE ACCEPTED AND THE COUNCIL RESERVES THE RIGHT TO ACCEPT THE WHOLE, OR ANY PART OF THE QUOTE.

Bids will be opened in public in the SCM OFFICES, STORES COMPLEX, ABATTOIR ROAD, Kimberley, immediately after closing time and date.

INVITATION FROM: MUNICIPAL MANAGER
CIVIC OFFICES, SOL PLAATJE DRIVE
PRIVATE BAG X5030
KIMBERLEY, 8300

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER: _____

CAPACITY UNDER WHICH THIS BID IS SIGNED: _____

DATE: _____

Certificate of Attendance of Clarification Meeting on Site (If applicable)

NOTE: If the attendance register was signed at the clarification meeting held at the SCM Boardroom, the name of the signatory shall be inserted on this page and the authorized signatory shall sign this page.

If attendance register has been signed at the clarification meeting:
Name of person appearing on attendance register: _____ Representative organization name on attendance register: _____
If the attendance register has not been signed at the clarification meeting.
This is to certify that I, _____ representative of (Tenderer) _____ of (address) _____ _____ _____ telephone number _____ e-mail _____ attended the bid clarification meeting (date) _____ in the company of (Employer's Line Manager / Engineer's representative) _____ EMPLOYER'S LINE MANAGER / ENGINEER'S REPRESENTATIVE: _____

MBD 1

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER_____

POSTAL ADDRESS_____

STREET ADDRESS_____

TELEPHONE NUMBER CODE_____NUMBER_____

CELLPHONE NUMBER_____

EMAIL ADDRESS_____

FACSIMILE NUMBER CODE_____NUMBER_____

VAT REGISTRATION NUMBER_____

HAS A VALID TAX COMPLIANCE STATUS PIN CERTIFICATE BEEN ATTACHED OR PROVIDED THEIR TAX COMPLIANCE STATUS PIN NUMBER?

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) | YES | NO |

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) ☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS) ☐

A REGISTERED AUDITOR

(Tick applicable box)

(**A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE**) **ARE YOU THE ACCREDITED REPRESENTATIVE?**

IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?
(IF YES ENCLOSE PROOF) | YES | NO |

SIGNATURE OF BIDDER_____

DATE_____

CAPACITY UNDER WHICH THIS BID IS SIGNED_____

TOTAL NUMBER OF ITEMS OFFERED_____

SOLPLAATJE MUNICIPALITY

ATTACH VALID JOINT VENTURE AGREEMENT HERE (if applicable)

SOL PLAATJE MUNICIPALITY

ATTACH VALID TAX COMPLIANCE STATUS PIN CERTIFICATE HERE

SOL PLAATJE MUNICIPALITY

ATTACH MUNICIPALITY ACCOUNT 90 DAYS AND OR VALID LEASE AGREEMENT HERE

SOL PLAATJE MUNICIPALITY

SOL PLAATJE MUNICIPALITY, KIMBERLEY

****MANDATORY** LISTING CRITERIA**

CENTRAL SUPPLIER DATABASE REGISTRATION NUMBER (CSD):_____

1	Company name			
2	Contact details	Telephone Number: _____	Fax Number: _____	Cell phone number: _____
	Email address Contact person:	_____ _____		
3	Postal Address:			
4	VAT registered	Yes □ / No □	If registered, VAT Registration No:	
5	Settlement discount allowed	_____ %	For payment within	_____days
6	Bank account details	Account No.:	Branch No.:	
	Bank Name			
	Branch Name			
	Bank account type			
7	Business Municipal Rates and Service Account Number: ** A current (30 days) account, or Lease Agreement in the case of a Landlord responsible for account, **must be** attached to this document **	_____		
8	Located in Sol Plaatje Municipal Area	Yes □	No □	
9	% owned by black male: _____% % owned by black youth: _____% % owned by disabled persons: _____%	% owned by black female: _____% % owned by white female: _____%		
10	B-BBEE status level of contribution:			
11	Indicate main sector. Please select one (1) only: Catering and Accommodation ☐ Cleaning material ☐ Commercial agents (Doctors, Lawyers, Audit firm, booking keeping, Pharmacy, Post,) ☐ Communication and media, Construction- Building material and road works ☐ Electrical services- gas/ Aircon, transformers, cables, poles☐ Funeral Parlour ☐ Gardening services- Lawnmower☐ Florist ☐ Information technology (IT services, system, telecommunication ☐ Office equipment ☐ Plant hire☐ PPE- mask, sanitizer, safety equipment ☐ Repairs, motor parts and retail (accredited agency) ☐ Stationery☐ Supplier of pumps, pipes, steel and maintenance or installation, and irrigation system☐ Training services e.g. workshops ☐ Transportation (car rental, flight, and buses and driving school☐ Uniform☐ Security services☐			
12	Amount full time employed staff: _____	Annual Turnover: R_____	Asset Value (Excluding fixed property) R_____	
13	It is the responsibility of the Supplier/Bidder to inform Sol Plaatje Municipality of any changes during the contract period			
	NAME (PRINT) _____ SIGNATURE: _____			
	CAPACITY: _____			
	WITNESS (NAME): _____ SIGNATURE: _____			
	DATE: _____			

SOL PLAATJE MUNICIPALITY

ATTACH **CSD** REPORT REGISTRATION HERE

SOL PLAATJE MUNICIPALITY

SOL PLAATJE LOCAL MUNICIPALITY

CONTRACT: FIN/BTO01/2026 - THE PROVISION OF ACCOUNTING SOFTWARE TOOL FOR PREPARATION OF ANNUAL FINANCIAL STATEMENTS IN ACCORDANCE WITH GRAP FOR A 3-YEAR PERIOD

SPECIFICATION

The scope of work of this bid is to appoint a service provider that can provide Sol Plaatje Municipality with a software license, training, support, and maintenance of the accounting software tool over a period of 3 years.

The Municipality requires the provision of Accounting Software Tool for preparation of annual financial statements in accordance with GRAP for a 3-year period the Financial Years 2025/2026, 2026/2027 and 2027/2028 as follows:

- The service provider is to provide a software tool that must enable the municipality to seamlessly import and integrate the trial balance from the accounting systems and be able to produce automated financial statements that are GRAP and MFMA compliant using data from the trial balance arising from the financial management system.
- The service provider must be able to provide on-site support to the users, as and when required by the users of the accounting software tool.

1.1 Software tool the software tool to be provided by the service provider must enable the city to:

1.1.1 **COMPATIBILITY**

a. The accounting software tool must be able to seamlessly import and integrate the trial balance from the accounting system used by the city

b. The accounting software tool should integrate and automate additional schedules and reports within the working file convertible to the required Microsoft and PDF format.

c. The accounting software tool must be compatible with Microsoft applications.

d. The accounting software tool must be compatible with Solar and the successful service provider must be able to ensure seamless integration of any reports derived from the currently used accounting system.

e. The accounting software tool must be aligned to the City's ICT policy and strategy.

f. The accounting tool must be able to convert the Solar trial balance into relevant data strings (7 segment reporting) as required by the National Treasury.

1.1.2 **AUTOMATED REPORTS**

a. The accounting software tool must be able to produce automated separate and consolidated financial statements that are GRAP and MFMA compliant using data from the trial balance arising from the different accounting systems.

b. The accounting software tool must allow for breakdown of the trial balance per the national treasury standard classification requirements.

c. The accounting software tool should allow users the ability to customize financial statements/reports if and where required.

SOL PLAATJE MUNICIPALITY

d. This accounting software tool must ensure continuous compliance with all GRAP and MFMA disclosures, particularly considering the rapidly changing standards of GRAP and National Treasury requirements.

e. The accounting tool must be able to allow regular updates in terms of Generally Recognised Accounting Practices, MFMA and National Treasury Regulations/Circulars.

f. The accounting software tool must be able to facilitate adding a new disclosure note reference or modifying an existing disclosure note. When a new disclosure note is inserted, all referencing and numbering on the entire report (financial statements) must be automatically updated.

g. The importing of supporting documentation such as working papers must be automated through a user-friendly interface, thus enabling the municipality to prepare and store comprehensive working paper files withing the software tool.

h. The accounting tool must have the capabilities of allowing preparers of annual financial statements to make changes on the working paper templates.

1.1.3 OTHER FUNCTIONALITY

a. The accounting software tool must enable users to process journals, fully referenced including date, journal numbers and type. In addition, the accounting software tool must be able to separate between normal journals, elimination and adjusting journals during the consolidation process journals and audit adjustment journals accounted for as restatement journals having an effect to prior year's figures.

b. The accounting software must be able to produce lead schedules that will support the opening and closing balances disclosed on the face of the financial statements on an annual basis.

c. The accounting software tool must allow easy access to users from different premises for the purposes of consolidation on a cloud platform.

d. The accounting tool must be able to give the municipality enough space on cloud to enable cloud computing.

e. The accounting software tool must be completely network-ready and run on the City's standard operating system. The service provider must set up security to define the rights for each staff member.

f. Export of the financial statements from this accounting software tool to PDF, and Excel must be actionable.

g. The accounting software tool must enable users to be able to work on the same financial statement file but with different components at the same time with no fundamental errors noted such as a loss of work. The software tool must further be able to merge/sync the different work done on the different components to the main file seamlessly.

1.2 MAINTENANCE AND SUPPORT

a. The service provider must be able to provide support via ad hoc services as and when required by the Sol Plaatje Municipality.

b. Service provider must be able to provide a help-desk support accessible through email/telephone or via remote access to respond to queries with regards to accounting software tool.

c. The service provider must be able to provide on-site support to the users, as and when required by the users of the accounting software tool.

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1.3 **UPGRADES AND LICENSES**

a. Any compliance or disclosure changes must be updated by the service provider as part of the license fees, to ensure the City's financial statements are always updated with rapid changes as prescribed by the National Treasury and Accounting Standards Board.

b. Licensing and upgrading of the software tool are to last for the duration of the contract (3 years).

1.4 **TRAINING**

a. The service provider must provide effective training for all users of the software to effectively use the tool without requiring further consultation.

b. Training should be available as and when required and for the duration of the contract.

1.5 EXPERIENCE AND EXPERTISE REQUIRED

b. The project team should have knowledge and understanding of local government and relevant legislation with GRAP, MFMA Act & mSCOA experience:

c. A bidder must have a license to distribute the accounting software tool.

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Functionality Score Card			
No.	**Description**	**Score**	**Total Points**
1	**Relevant Experience**		
	Provide reference letters (each letter will be awarded 10 points per letter) for successful AFS software provision and support performed for municipalities of a similar nature. • 5 Reference letters (50) • 4 Reference letters (40) • 3 Reference letters (30) • 2 Reference letters (20) • 1 Reference letter (10) The reference letter provided must be on the client's letterhead.		50 points
2	**Team Qualifications**		
	• CA(SA)/ACCA – with five-year or more experience (20) • CA(SA)/ACCA – with less than five-year experience (10)		20 points
3	**Software Specialist Experience**		
	System specialist or champion • System Champion with more than five year's experience (30) • System Champion with less than five year's experience (15)		30 points
		Total Points	100 points

THE BIDDER MUST OBTAIN A MINIMUM OF <u>65 POINTS</u> ON FUNCTIONALITY.

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MDB 3.1

SOL PLAATJE MUNICIPALITY

CONTRACT: FIN/BTO01/2026 - THE PROVISION OF ACCOUNTING SOFTWARE TOOL FOR PREPARATION OF ANNUAL FINANCIAL STATEMENTS IN ACCORDANCE WITH GRAP FOR A 3-YEAR PERIOD.

PRICING SCHEDULE

No#	DESCRIPTION	UNIT	PRICE EXCLUSIVE OF VAT
1.	Training	Weekly	R
2.	Onsite support	Rate only	R
3.	System Development and License Renewal	Per annum	R
4.	Senior Manager	1 hour	R
5.	Manager	1 hour	R
6.	Assistant Manager	1 hour	R
		Sub Total	R
		Vat @ 15%	R
		Total Inclusive of Vat	R

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VALUE ADDED TAX AS WELL AS DELIVERY COSTS TO THE MUNICIPAL STORES MUST BE INCLUDED IN ALL PRICES.

THESE BID PRICES WILL HOLD GOOD UNTIL _____

N.B: IF PRICES ARE NOT FIRM, PRICES MUST BE FIXED FOR THE PERIOD OF 12 MONTHS FROM THE DATE OF COMMENCEMENT.

I/WE AGREE TO THE CONDITIONS AS SET OUT IN THE ATTACHED SPECIFICATIONS

AND CONDITIONS OF TENDER

SIGNATURE OF TENDERER: _____

NAME OF COMPANY: _____

ADDRESS: _____

_____

TELEPHONE NO. _____ FAX NO. _____

E-MAIL ADDRESS: _____

AS WITNESSES: 1. _____

2. _____

DATE: _____

N.B: This form must be signed by the bidder and witnessed. Removal of any of the details from the tender documents may disqualify the tender.

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Bids MUST comply with the following Special Conditions of the Contract where applicable:

- **Period required for delivery _____days**

  - Does the offer comply with the specification(s)? | YES | NO |

  - Delivery basis | YES | NO |

- Settlement Discount Allowed

  - _____% 30 days

  - _____ % 15 days

- Value added Tax as well as Delivery Costs to the Municipal Stores must be included in ALL PRICES

_____ _____

BIDDER SIGNATURE **DATE:**

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SOL PLAATJE LOCAL MUNICIPALITY

CONTRACT: FIN/BTO01/2026 - THE PROVISION OF ACCOUNTING SOFTWARE TOOL FOR PREPARATION OF ANNUAL FINANCIAL STATEMENTS IN ACCORDANCE WITH GRAP FOR A 3-YEAR PERIOD.

METHOD OF PRICING AND PRICE ADJUSTMENTS

THIS BID WILL NOT BE CONSIDERED IF ONE OF THE FOLLOWING OPTIONS OF THIS DOCUMENT (MBD 3.2) IS NOT SELECTED AND FULLY COMPLETED

PLEASE INDICATE IF PRICES ARE FIRM OR NOT FIRM FOR THE DURATION OF THIS CONTRACT.

SELECT NUMBER 1 OR NUMBER 2

1. ☐ Prices are firm for the duration of this contract (including prices subject to Rates of Exchange or any other reasons) Variations will not be considered.

N.B.: AS FROM THE CLOSING DATE OF THE BID, BASE PRICES SHALL REMAIN FIRM FOR THE DURATION OF THE CONTRACT

2. ☐ Prices not firm for the duration of this contract and price variations are applicable

If prices are not firm and number 2 was selected, COMPLETE OPTIONS (A, B or C). One of the options MUST be selected if prices are not firm. Note that only one of the options can be applied to any one of the activities listed in the schedule of quantities and the bidder should clearly indicate the item numbers for options B and C Escalation (Option A) will be calculated on all items which are not listed in options B or C

N.B.: AS FROM THE CLOSING DATE PRICES MUST HOLD GOOD FOR AT LEAST 12 MONTHS OF THE DURATION OF THE CONTRACT BEFORE ANY PRICE ADJUSTMENTS COULD BE SUBMITTED.

A. ☐ **NON-FIRM PRICES SUBJECT TO ESCALATION**

1. In cases of period contracts, non-firm prices will be adjusted with the assessed contract price adjustments implicit in non-firm prices when calculating the comparative prices
2. The value of each monthly statement for payment shall be increased or decreased by the amount obtained by multiplying the tender rate for a scheduled item "A_t" by the Contract Price Adjustment Factor for the specific item, rounded off to the fourth decimal place, determined according to the formula:

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$$Pa = (1-V)Pt\left(D1\frac{R1t}{R1o} + D2\frac{R2t}{R2o} + D3\frac{R3t}{R3o} + D4\frac{D4t}{D4o}\right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
D1, D2..	=	Each factor of the bid price e.g. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2…etc. must add up to 100%.
R1t, R2t……	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index……. Dated……. Index……. Dated……. Index……. Dated…….

Index……. Dated……. Index……. Dated……. Index……. Dated…….

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. e.g. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B. ☐ PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

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2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

C. ☐ None firm prices based on documentary evidence (including actual supplier's invoices, motivations and letters of confirmation from the bidder's supplier)

I/WE AGREE TO THE CONDITIONS AS SET OUT IN THE ATTACHED SPECIFICATIONS AND CONDITIONS OF BIDDER

SIGNATURE OF BIDDER: _____

NAME OF COMPANY: _____

ADDRESS: _____

_____

CELL TELEPHONE NO: _____ FAX NO. _____

E-MAIL ADDRESS: _____

AS WITNESSES: 1. _____Name Print _____

2. _____Name Print _____

DATE_____

N.B: THE MBD 3.2 IS MANDATORY MUST BE COMPLETED AND SIGNED BY THE BIDDER AND WITNESSES

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MBD 3.2

AMENDMENTS AND ALTERATIONS: ANNEXURE A

If the bidder desires to amend, vary or alter any of the specifications, conditions of contract, schedule of prices, he/she is to state so hereunder and is to set out clearly the details and character of any amendments, variations or alterations he proposes, together with the variation in cost from his bid price, if there be any variation.

Unless noted in this page when bidding or supported by a covering letter attached to this bid, no variations or alterations which the bidder desires to put forward or into effect, will be executed strictly in accordance with these documents.

SIGNATURE OF BIDDER _____

DATE: _____

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity: _____

Department: _____

Contact Person: _____

Tel: _____Cell _____

Fax: _____

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Department: _____

Contact Person: _____

Tel: _____Cell: _____

Email address: _____

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DECLARATION OF INTEREST

BIDDERS WHO FAIL TO DECLARE ACCURATELY AND HONESTLY SHALL BE DISQUALIFIED. SHOULD YOUR INTEREST BE DISCOVERED AFTER THE AWARD OF THE CONTRACT THE MUNICIPALITY SHALL TERMINATE YOUR CONTRACT ON THE BASIS OF THE ABOVE.

1. No bid will be accepted from persons in the service of the State[1]. (Employed by the State)

2. Any person, having a kinship with persons in the service of the State (Employed by 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, hareholder[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? (Employed by 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.

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3.9 Have you been in the service of the State (employed by 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 (employed by the State) and who may be involved with the evaluation and or adjudication of this bid?

YES	NO

3.10.1 If yes, furnish particulars.

_____

_____

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the State (employed by 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 the service of the State (employed by 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 THE SERVICE OF THE STATE (EMPLOYED BY THE STATE)

YES	NO

3.13.1 If yes, furnish particulars

_____

_____

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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, provide information of other companies as reflected on CSD report:**

DISCLOSE THE INFORMATION OF THE OTHER COMPANIES IN THE BELOW TABLE.

No#	Name of Director	Other Company name	CSD Number
1.			
2.			
3.			
4.			
5.			

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

Full Name	Identity Number	State Employee Number

DECLARATION

I, THE UNDERSIGNED (NAME)_____

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE MUNICIPALITY MAY REJECT THE BID OR ACT AGAINST ME / COMPANY SHOULD THIS DECLARATION PROVE TO BE FALSE.

_____ _____
Signature Date

_____ _____
Position (Print) Name of bidder

THE MBD4 IS MANDATORY MUST BE COMPLETED AND SIGNED BY THE BIDDER

BIDDER MUST UPDATE MBD 4 DOCUMENT ANNUALLY IN LINE WITH SCM POLICY.

SOL PLAATJE MUNICIPALITY

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

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

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

---

1. GENERAL CONDITIONS

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

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

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

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

b) The 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.

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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

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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)
Women - 80/20			**-**	
<51%	-	2	-	
>51%<100%	-	4	-	
100%	-	20	-	
Total points	**-**	**20**	-	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

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4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

PLATIJE MUNICIPALITY

ATTACHED CERTIFIED COPY OF THE B-BBEE / SWORN AFFIDAVIT CERTIFICATE HERE

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What are the other firms' principal business activities? _____

Describe all property agreements relating to facilities shared:

_____

FACILITY	MONTHLY	RENTAL	AMOUNT	OWNER	AGREEMENT VERBAL/WRITTEN

(F) Did the firm exist under a previous name? (√ tick one box)

Yes ☐ No ☐

If yes, what was its previous name and who were the owners/ partners/directors?

_____

_____

_____

(G) Identify any owner or shareholder who has membership interest, or is an employee of, or has duties in another business enterprise, which has also tendered for this contract.

OWNER/ SHAREHOLDER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNERSHIP	TYPE OF BUSINESS OF OTHER FIRM

(H) Is this a joint venture contract? (√ tick one box)

Yes ☐ No ☐

If yes, describe the joint venture (with what firm and value of work)

_____

_____

_____

SOL PLAATJE MUNICIPALITY

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm, affirms that:

(i) the information furnished is true and correct;
(ii) no part of this contract, other than stated at the time of bid or application, will be subcontracted to other parties.
(iii) the signatory to the bid document is duly authorised thereto;
(iv) documentary proof regarding any bidding issues will, when required, be submitted to the satisfaction of the Municipality.
(v) Upon detecting any false claim or statement will result in the de-registration and the bidder will be prevented from participating in future contracts for a period of three (3) years.

N.B: THE MBD 6.1.1 IS MANDATORY MUST BE COMPLETED AND SIGNED BY THE BIDDER AND WITNESSES

SIGNATURE: _____

NAME: (PRINT) _____

DULY AUTHORISED TO SIGN ON BEHALF OF _____

_____

ADDRESS _____

_____

TELEPHONE NO. _____

DATE _____

WITNESS (1) _____ NAME (PRINT)_____

WITNESS (2) _____ NAME (PRINT)_____

SOL PLAATJE MUNICIPALITY

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Penalty: -

Upon detecting any false claim or statement hereunder will result in the bidder's de-registration and the bidder will be prevented from participation in future contracts for a period of three (3) years.

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-

a. abused the institution's supply chain management system;
b. committed fraud or any other improper conduct in relation to such system; or
c. failed to perform on any previous contract.

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as 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 National Treasury after the *audi alteram partem* rule was applied).**	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)? **To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.**	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 outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

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MBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)_____

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

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

N.B: THE MBD 8 IS MANDATORY MUST BE COMPLETED AND SIGNED BY THE BIDDER AND WITNESSES

_____ _____

Signature **Date**

_____ _____

Position **Name of Bidder**

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

NAME (PRINT) _____

CAPACITY _____

SIGNATURE _____

NAME OF FIRM _____

DATE _____

WITNESSES

1_____

Name Print _____

2 _____

Name Print _____

SOL PLAATJE MUNICIPALITY

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

SOL PLAATJE MUNICIPALITY

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Ref Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Institution)

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 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.

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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.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

N.B: THE MBD 9 IS MANDATORY MUST BE COMPLETED AND SIGNED BY THE BIDDER AND WITNESSES

_____ _____

Signature Date

_____ _____

Position Name of Bidder (print)

WITNESS (1) _____ NAME (PRINT)_____

WITNESS (2) _____ NAME (PRINT)_____

SOL PLAATJE MUNICIPALITY

SOL PLAATJE LOCAL MUNICIPALITY

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to Sol Plaatje Municipality bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with Sol Plaatje Municipality.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, will be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 **"Closing time**" means the date and hour specified in the bidding documents for the receipt of bids. Within the Northern Cape Province the closing hour will be 10H00, as per Post Office official time.

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

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

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

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

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

1.7 **"Day"** means calendar day.

1.8 **"Delivery"** means delivery in compliance of the conditions of the contract or order.

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

1.10 **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 **"GCC"** means the General Conditions of Contract.

1.15 **"Good standing"** means not being blacklisted or involved in illegal activities ,must comply with Sol Plaatje Municipality Credit Control Policy with regard to payments for services , and must have satisfactorily complied with present and previous contractual obligations.

1.16 **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.17 **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which

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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.

1.18 **"Local content"** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.19 **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.20 **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.

1.21 **"Project site,"** where applicable, means the place indicated in bidding documents.

1.22 **"Purchaser"** means the organization purchasing the goods.

1.23 **"Republic"** means the Republic of South Africa.

1.24 **"SCC"** means the Special Conditions of Contract.

1.25 **"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.

1.26 **"Written" or "in writing"** means handwritten in ink or any form of electronic or mechanical writing. Faxed bid documents will not be accepted as well as e-mailed bid documents, unless stated as such in the invitation to bid or contract.

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.

2.1 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 as 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.

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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. The above excludes construction contracts/road repairs, civil, mechanical and electrical works.

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 Sol Plaatje Municipality or an organization acting on behalf of the Sol Plaatje Municipality.

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.

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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

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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 / Guarantee

15.1 The supplier warrants or guarantees (which applicable to be indicated) 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 or guarantee (which applicable to be indicated) 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 / guarantee.

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

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

16. Payment

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

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

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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.

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21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, Sol Plaatje Municipality 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

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is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the contractor to Sol Plaatje Municipality or Sol Plaatje Municipality may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

29. Governing language

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

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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 Sol Plaatje Municipality 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.

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ATTACH ALL ANNEXURES HERE

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