

GEORGE MUNICIPALITY



BID DOCUMENT NUMBER: GMT044/25-26

TENDER FOR INVITING PROPOSALS FROM EXPERIENCED SERVICE PROVIDERS FOR COMPREHENSIVE ICT MANAGEMENT AND RELATED SERVICES ON A RATES- BASED CONTRACT FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2029.

ENQUIRIES: MR. DUANE SCHOLTZ YORK STREET GEORGE (044) 801 9036	ISSUED BY: MUNICIPALITY OF GEORGE P O BOX 19 GEORGE 6530	
SUMMARY FOR TENDER OPENING PURPOSES		
NAME OF BIDDER:		
SUPPLIER DATABASE NO.: MAAA		
Total Estimated Cost for all 3 Years (All applicable taxes included)	R	
PREFERENCES CLAIMED FOR:		
B-BBEE Status Level of Contributor and Point Claimed:	Level: _____	Point Claimed: _____
Locality Status and Point Claimed:	Locality: _____	Point Claimed: _____
B-BBEE certificates submitted with the tender document <u>MUST</u> be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES		
TENDER CLOSES AT 12H00 ON FRIDAY, 24 APRIL 2026		

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BIDDER CONTACT DETAILS

This information shall be used for any correspondence or contact with the bidder.

Please indicate whether you want to receive any correspondence via e-mail or send to your postal address by registered mail.

Name of Bidding Company:		Mark choice of correspondence with X
Postal Address:	..... ..... ..... ..... Postal Code:	
E-mail Address:	.....
Telephone Number:	.....
Cellular Number:	.....
Facsimile Number:	.....

GEORGE MUNICIPALITY / GEORGE MUNISIPALITEIT **TENDER NUMBER / NOMMER:**

Tenders are hereby invited for the **Tender for inviting proposals from experienced Service Providers for comprehensive ICT Management and Related Services on a rates- based contract from date of appointment until 30 June 2029.**

Completed tenders in a sealed envelope, clearly marked:

Tender No. GMT044/25-26 must be placed in the tender box at the George Municipality on the Fifth Floor, Directorate: Financial Services, Supply Chain Management, Civic Centre, 71 York Street, George by no later than **12:00 on Friday, 24 April 2026**. Tenders will be opened on the same day in the Committee Room at 12:05. Late or unmarked tenders will not be considered. No posted tenders or tenders per fax or e-mail will be accepted.

Tender documents are available at a non-refundable deposit of R297.85 each from the Supply Chain Management Unit, **Fifth Floor**, Civic Centre, 71 York Street, George.

Tender documents are available on the George Municipality's website: www.george.gov.za, free of charge.

A compulsory clarification meeting with representatives of the Employer will be held on Friday, 10 April 2026 at 10:00 via Microsoft Teams. Tenderers must register per e-mail at Mr. Jeffrey Davids with e-mail address jdavids@george.gov.za before 10:00 on Thursday, 09 April 2026 to receive an invite for the compulsory information session. If tenderers do not register for attendance before 10:00 on Thursday, 09 April 2026 with Mr. Jeffrey Davids; tenderers will not be able to attend the compulsory information session which will invalidate their tender.

Bidders should be represented at the compulsory clarification meeting by a technical employee (as mentioned in the specifications) from the prospective bidder who is suitably qualified and experienced to comprehend the implications of the work involved. At least one of the team members that will be involved in the project must attend.

Prospective bidders that arrive after 15 (fifteen) minutes of the advertised start time, will not be allowed to attend the meeting, unless the person chairing the meeting gives permission to do so. Reasons for the chairperson's decision must be noted. The compulsory clarification meeting attendance register will be downloaded at 10:15.

Non-attendance of the compulsory clarification meeting will disqualify your tender.

Tenders will be evaluated and awarded as follows:

Phase 1: Administrative Compliance and Mandatory Requirements as per tender specifications.

Phase 2: Functionality Criteria

Only tenders scoring a minimum of 40 out of 50 points in

Tenders word hiermee ingewag vir die **Tender vir die uitnodiging van voorstelle van ervare Diensverskaffers vir omvattende IKT-Bestuur en Verwante Dienste op 'n tariefgebaseerde kontrak vanaf die datum van aanstelling tot 30 Junie 2029.**

Voltooiende tenders in 'n verseëelde koevert, duidelik gemerk:

Tender Nr. GMT044/25-26 moet voor **Vrydag, 24 April 2026** om **12:00** in die tender bus by die George Munisipaliteit op die Vyfde Vloer, Direkoraat: Finansiële Dienste, Voorsieningskanaal Bestuurseenheid, Burgersentrum, Yorkstraat 71, George geplaas word. Tenders sal om 12:05 dieselfde dag in die Komiteekamer ooggemaak word. Laat of ongemerkte tenders sal nie oorweeg word nie. Geen tenders per pos, faks of e-pos sal aanvaar word nie.

Tender dokumente is verkrygbaar teen 'n R297.85 nie-terugbetaalbare deposito elk by die Voorsieningskanaal Bestuurseenheid op die **Vyfde Vloer**, Burgersentrum, Yorkstraat 71, George.

Tender dokumente is gratis op die George Munisipaliteit se webblad beskikbaar: www.george.gov.za.

'n Verpligte inligtingsvergadering met verteenwoordigers van die Werkgewer sal op Vrydag, 10 April 2026 om 10:00 gehou word via Microsoft Teams. Tendersaars moet teen 10:00 op Dondersdag, 09 April 2026 per e-pos registreer by Mnr. Jeffrey Davids by e-pos adres: jdavids@george.gov.za om 'n uitnodiging na die verpligte inligtingsessie te ontvang. Indien tendersaars nie voor 10:00 op Donderdag, 09 April 2026 vir bywoning by Mnr. Jeffrey Davids geregistreer het nie; sal tendersaars nie die verpligte inligting sessie kan bywoon nie en sal u tender ongeldig wees.

Tendersaars moet by die verpligte inligtingsvergadering verteenwoordig word deur 'n tegniese werknemer (soos genoem in die spesifikasies) van die voornemende tenderaar wat toepaslik gekwalifiseer en ervare is om die implikasies van die betrokke werk te begryp. Ten minste een van die spanlede wat by die projek betrokke sal wees, moet dit bywoon.

Voornemende tendersaars wat 15 (vyftien) minute na die geadverteerde begintyd arriveer, sal nie toegelaat word om die vergadering by te woon nie, tensy die persoon wat die vergadering lei toestemming gee om dit te doen. Redes vir die voorsitter se besluit moet aangeteken word. Die bywoningsregister van die verpligte inligtingsvergadering sal om 10:15 afgelaai word.

Indien die verpligte inligtingsvergadering nie bygewoon word nie, sal u tender gediskwalifiseer word.

Tenders sal as volg ge-evalueer en toegeken word:

Fase 1: Administratiewe Nakoming en Verpligte Vereistes soos per tender spesifikasies.

Fase 2: Funkisionaliteit kriteria

Slegs tendersaars wat 'n minimum van 40 uit 50 punte behaal in

phase 2 will be further considered for evaluation in phase 3.

Phase 3: Price and Preference

Tenders will be evaluated and awarded in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2022; the George Municipality's Supply Chain Management Policy as well as the George Municipality's Preferential Procurement Policy, where 80 points will be scored for price and 20 points for B-BBEE status and Specific Goals.

For more information, contact Mr. Duane Scholtz at (044) 801 9036 or dscholtz@george.gov.za.

The Municipality reserves the right to withdraw any invitation to tender and/or to readvertise or to reject any tender or to accept a part of it. The Municipality is not bound to accept the lowest or any tender.

An alternative tenderer may be appointed.

A TCS PIN for bidders' tax compliance information must be submitted with the tender document.

It will be required from the successful bidder to register on the Central Supplier Database (CSD).

**MR. B ELLMAN
ACTING MUNICIPAL MANAGER
GEORGE MUNICIPALITY
GEORGE
6530**

fase 2, sal verder vir evaluering in fase 3 oorweeg word.

Fase 3: Prys en Voorkeur

Tenders sal ge-evalueer en toegeken word in terme van die Wet op die Raamwerk vir Voorkeurverkrygingsbeleid (Wet 5 van 2000) Regulasies 2022; die George Munisipaliteit se Voorsieningskanaalbestuursbeleid sowel die George Munisipaliteit se Voorkeurverkrygingsbeleid, waar 80 punte ten opsigte van die prys en 20 punte ten opsigte van B-BBEE status en Spesifieke Doelwitte toegeken sal word.

Vir verdere inligting, kontak Mnr. Duane Scholtz (044) 801 9036 of dscholtz@george.gov.za.

Die Munisipaliteit behou die reg voor om enige versoek vir 'n tender terug te trek en/of te her-adverteer of enige tender te verwerp of gedeeltelik te aanvaar. Die Munisipaliteit is nie daartoe gebind om die laagste of enige tender te aanvaar nie.

'n Alternatiewe tenderaar kan aangestel word.

'n "TCS PIN" vir tenderaars se belasting nakoming inligting moet ingesluit wees by die tender dokument.

Dit sal van die suksesvolle tenderaar verwag word om op die Sentrale Verskaffersdatabasis (SVD) te registreer.

**MNR. B ELLMAN
WAARNEMENDE MUNISIPALE BESTUURDER
GEORGE MUNISIPALITEIT
GEORGE
6530**

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE TENDER FOR INVITING PROPOSALS FROM EXPERIENCED SERVICE PROVIDERS FOR COMPREHENSIVE ICT MANAGEMENT AND RELATED SERVICES ON A RATES-BASED CONTRACT FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2029

BID NUMBER: GMT044/25-26

CLOSING DATE: 24 April 2026

CLOSING TIME: 12:00

BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT:

Supply Chain Management Unit
The Civic Centre (5th Floor)
York Street
GEORGE

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is open from 07:45 until 16:30, 5 days a week. Bids must be submitted on the Official Forms (NOT TO BE RE-TYPED).

B-BBEE certificates submitted with the tender documents MUST be a VALID ORIGINAL B-BBEE CERTIFICATE or VALID CERTIFIED COPY OF THE B-BBEE CERTIFICATE.

In the case of a Trust, Consortium or Joint Venture, they will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

This Bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.

This Bid will be evaluated and adjudicated according to the following criteria:

1. Relevant specifications;
2. Value for money;
3. Capacity to execute the contract;
4. PPPFA Regulations 2022.

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, PROVINCIAL GOVERNMENT OR MUNICIPALITY.

DETAILS OF TENDERER

Name of firm / entity / enterprise	
Trading as (if different from above)	
Postal address	Postal Code _____
Physical address	
Contact Details of the Person Signing the Tender:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of the Senior Manager Responsible for Overseeing Contract Performance:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of Person Responsible for Accounts / Invoices:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____

DETAILS OF TENDERING ENTITY'S BANK

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

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

Signature of Tenderer: _____

Date: _____

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

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

NAME OF TENDERER

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

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

TENDER NUMBER:

GMT044/25-26 - TENDER FOR INVITING PROPOSALS FROM EXPERIENCED SERVICE PROVIDERS FOR COMPREHENSIVE ICT MANAGEMENT AND RELATED SERVICES ON A RATES- BASED CONTRACT FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2029

2. Mr/Mrs/Ms

In his/her capacity as

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

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

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			

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

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

NAME OF TENDERER

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

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

TENDER NUMBER:

GMT044/25-26 - TENDER FOR INVITING PROPOSALS FROM EXPERIENCED SERVICE PROVIDERS FOR COMPREHENSIVE ICT MANAGEMENT AND RELATED SERVICES ON A RATES- BASED CONTRACT FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2029

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

and

and

2. Mr/Mrs/Ms _____

In his/her capacity as _____

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

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

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

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

(Physical Address)

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

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

JOINT VENTURE

Only to be completed if applicable

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

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

SIGNED ON BEHALF OF JOINT VENTURE _____

SCHEDULE OF SUB-CONTRACTORS

The Bidder shall list below the sub-contractors he/she proposes to employ for part(s) of the works/goods/services.

If any or all of the sub-contractor/s listed hereunder are not approved subsequent to acceptance of the Tender, it shall in no way invalidate the Tender or the Contract, and the Tendered unit rates for the respective items of work shall remain final and binding even if a sub-contractor/s not listed below is approved by the Employer.

Sub-Contractor's Name	Work Activities to be undertaken by the Sub-Contractor/s	Work Recently Executed by Sub-Contractor/s

TENDER SPECIFICATIONS

TERMS OF REFERENCE

1. BACKGROUND

George Municipality requires proposals from suitably experienced service providers to assist the Municipality with Information & Communication Technology (ICT) services and reforms, the primary aim being to obtain good governance and a sound ICT infrastructure network. George Municipality has embarked on a multi-year Information and Communication Technology (ICT) transformation journey aimed at establishing an integrated Management Information System (MIS). The MIS program is guided by the Municipality's ICT Strategic Plan, which positions ICT as the backbone of municipal operations and a key enabler of operational efficiency, organizational transparency, and citizen engagement.

A major milestone in this program was the successful upgrade of the Enterprise Resource Planning (ERP) system in November 2025. The Municipality is currently in the hyper-care and stabilization phase of the ERP implementation, which is critical to ensuring system stability, user adoption, process maturity, and long-term sustainability. In parallel, the Municipality has established and continues to expand a Learning Management System (LMS) to support change enablement, training, and organizational capacity building.

The longer-term MIS roadmap includes the integration of additional systems and platforms such as:

- Customer Relationship Management (CRM) systems to enhance citizen engagement and service delivery;
- Geographic Information Systems (GIS) to strengthen spatial planning and decision-making;
- A Master Data Repository (MDR) to serve as a single source of validated and trusted data; and
- Business Intelligence and reporting platforms, including Power BI, to support performance monitoring and strategic insight.

In this current climate demands for governance and transparency, implementation of mSCOA, an upgraded financial system and a Smart City concept, keeping abreast with constant changes of ICT, the challenges to the municipality have never been greater.

Assistance would then vary from day-to-day operational requirements and project management function with a hands-on approach to implementing some of the new systems.

The transfer of skills to personnel and upskilling of staff would be a critical component of this tender.

In order to mitigate this risk, the municipality decided to issue a three-year rates tender for ICT Management and related services to utilize in instances where positions in these departments remain or become vacant and cannot be filled in time to enable the municipality to manage and sustain its IT infrastructure. The need for assistance can also be as and when required based on the implementation requirements of the MIS. These services will only be utilized when necessary.

It is the intention to appoint the successful tenderer for a contract period of three years to ensure the success of the project and to provide the municipality with the necessary business continuity and the building of institutional knowledge and capacity.

As the municipality will appoint a single provider for all functions listed below, it is important that all proposals must, as a minimum provide for the performance of all the functions listed below.

2. CURRENT STATE

To date, the MIS program has been delivered through a highly focused and lean project team supported by specialist service providers, including strong reliance on the ERP vendor during implementation. As the program transitions from implementation into stabilisation, optimisation, and expansion phases, it is necessary to strengthen and formalise the resourcing model to ensure:

- Continuity of knowledge and program momentum;
- Reduced dependency on system vendors;
- Improved internal capability development; and
- Sustainable delivery of the broader MIS strategy over the medium to long term.

3. OBJECTIVES OF TENDER

The primary objective of this tender is to appoint a suitably qualified and experienced service provider to supply specialised professional resources and program support services required to ensure the successful continuation, stabilisation, and expansion of the George Municipality's Management Information System (MIS) program over a three-year period.

The tender aims to support the Municipality in transitioning the MIS program from an intensive implementation phase into a sustainable operational and strategic enablement phase, while maintaining program momentum and safeguarding the significant investment already made.

The specific objectives of this tender are to:

- Ensure continuity and stability of the MIS program through the provision of skilled and experienced resources who can support the ERP hyper-care, stabilisation, optimisation, and operational embedding phases with minimal disruption to business operations.
- Protect institutional knowledge and reduce delivery risk by prioritising continuity of expertise, structured knowledge transfer, and effective handover processes where changes in resources occur.
- Reduce reliance on system vendors by strengthening internal program capability and establishing an independent, municipality-focused program support structure.
- Provide professional capacity to manage and coordinate the broader MIS roadmap, including future integration of CRM, GIS, Master Data Repository (MDR), and Business Intelligence platforms such as Power BI.
- Strengthen change enablement and organisational adoption through structured change management, training, communication, and continuous learning initiatives supported by the Learning Management System (LMS).
- Ensure the ongoing development, administration, and expansion of the LMS as a central platform.
- Enhance communication and stakeholder engagement across the organisation by providing dedicated capacity to manage and execute the MIS communication strategy and ensure consistent, transparent, and timely information sharing.
- Support data-driven governance and decision-making by establishing capability for reporting, performance monitoring, and data validation readiness in preparation for advanced Business Intelligence and analytics platforms.
- Enable a scalable and flexible resourcing model that allows the Municipality to adjust capacity in response to:
 - Project phase changes
 - System expansions
 - Organisational priorities
 - Budget availability
- Promote long-term sustainability of the MIS program by ensuring skills transfer, documentation, and internal capability development form part of all service delivery.

4. SCOPE OF WORK

The appointed service provider shall be responsible for providing comprehensive professional resources and program support services to enable the effective delivery, stabilisation, and expansion of the Municipality's Management Information System (MIS) program, as well as the task and duties in relation to the ICT Managers position.

The Job Purpose is as follows for ICT Manager:

- Provide an advisory, strategic, developmental and management Information and Communication Technology (ICT) service to Council and approximately 700 users on the IT Network.
- Maintain and control the information systems, communication network and technology resources for the Municipality ensuring the compliance, availability, continuity and security of the Municipality's data and services.
- Provide strategic guidance on ICT matters and develop and implement ICT Policies and procedures.
- Manage all other ICT related services in the day-to-day provisioning of a functional and sophisticated network and various interrelated systems.
- Manage the implementation of the MIS strategy.

The functions are summarised below but not limited to these functions:

4.1 Deliverable 1: IT Policies and Procedures

To provide strategic guidance on ICT matters to ensure an effective and secure system. Policies and procedures are critical governance tools. Policies dictate the rules; procedures explain how these same rules are practically applied. Policies and procedures set expectations for behaviours and activities, as well as provide mechanisms to enforce these expectations.

Tasks Associated:

- Regularly research and keep up to date with the latest technological advancements and compliance requirements.
- Write new policies and procedure documents. Given the importance and relative "permanence" of policy and procedure documents, they should be carefully and conscientiously crafted in order to withstand both time and scrutiny.
- Amend and keep existing policies and procedures up to date.
- Train relevant users on procedures.
- Compile and maintain system documentation for all new software. All new software (purchased off-the-shelf or developed in-house) requires system documentation in the form of policies, procedures and training manuals. All documentation is approved by the IT Manager before implementing.
- Review and approve policies prior to submission to IT Steering Committee and Council (when required).
- Review and enhance the ICT Governance Framework to ensure compliance with good governance.
- Conceptualize the ICT Strategic Plan and Master Systems Plan (MSP).
- Provide innovative solutions to be implemented strategically.
- Align the ICT Strategic Plan and Master Systems Plan (MSP) to the Municipality's Integrated Development Plan (IDP).
- Implement and apply policies and strategies to meet the current and

future needs of the Municipality and ensure a safe and functional environment.

- Ensure Auditor General Information Technology compliances for the municipality.
- Oversee the annual AGSA external audit process and assistance with addressing AGSA findings.
- Oversee any internal audit process within ICT scope and assistance with addressing any findings.
- Interpreting and analyzing audit findings and investigational reports with a view to complying with audit findings and determining levels of intervention required to improve procedural applications.
- Ensure implementation and maintenance of a documented Information Security Policy, network security methods, device security, access control, data security, communications security and all other requirements of the Electronic Communications Security Act 68 of 2002.

4.2 Deliverable 2: Strategy and Planning

To maintain and control the organization's information and communication technology systems and resources and to ensure compliance, availability, continuity and security of the Municipality's data and services.

Tasks Associated:

- Manage all aspects of ICT use (business and ICT) and ensure the following is clearly defined, implemented and enforced through independent audits:
 - Necessary strategies
 - Architectures
 - Plans
 - Frameworks
 - Policies
 - Structures (including outsourcing)
 - Procedures and processes
 - Mechanisms, controls, and culture
- Participate in strategic and operational ICT governance processes of the business organization as a member of the Senior Management team.
- Manage the development and the implementation of the Corporate Governance Information and Communication Technology (CGICT) policy and charter.
- Ensure effective and efficient management of ICT resources to facilitate the achievement of company strategic objectives.
- Lead ICT strategic and operational planning to achieve business goals
- Initiate innovation, prioritize ICT initiatives, and coordinate the evaluation, deployment, and management of current and future ICT systems across the organization.
- Provide input on developing and maintaining an appropriate ICT organizational structure that supports the needs of the municipality.
- Establish and apply performance objectives for all employees in the ICT

department.

- Establish ICT departmental goals, objectives, and operating procedures.
- Identify opportunities for the appropriate and cost-effective investment of financial resources in ICT systems and resources, including staffing, sourcing, purchasing, and in-house development.
- Develop business case justifications and cost/benefit analyses for ICT spending and initiatives.
- Direct development and execution of an enterprise-wide Information and Communication technology disaster recovery and business continuity plans.
- Assess and make recommendations on the improvement or re-engineering of the ICT architecture and overall ICT environment.
- Ensure alignment of the ICT strategic plan with the business strategic plans.
- Ensure that ICT Risks are managed and that the ICT function is audited.
- Assess and communicate risks associated with ICT investments.
- Integration of all IT systems currently in use in the Municipality whereby the municipality is currently utilising amongst other:
 - SAMRAS Financial System
 - Ontec Prepaid Electricity vending system
 - IMQS Pavement Management System
 - IGNITE Action Assist Performance management system
 - Collaborator Document and Workflow Management System
 - Various other smaller systems to support municipal functions

4.3 Deliverable 3: Performance and Risk Management

The objective is to ensure a highly effective IT department that delivers a cost effective, efficient, modern and secure ICT service.

Tasks Associated:

- Establish and apply performance objectives for all employees in the ICT Section.
- Implement an Integrated Risk Management (IRM) process by identifying strategic and operational risks, analyzing and evaluating these risks and recording this information in a Risk Register for monitoring and reporting the status and mitigation process.

4.4 Deliverable 4: IT Software, Systems and Servers

The objective here is to provide a first-class service to all departments in order for them to provide effective and efficient service delivery to the Municipality and the community.

Tasks Associated:

- Plan, design, and document IT (Server) infrastructure.
- Establish IT infrastructure specifications after determining need and demand

- Ensure optimal functioning of IT systems through usage control.
- Manage and revise the licensing of hardware/software conditions according to legal standards to ensure licensed systems and software.
- Work on making the computer systems within the municipality compatible so that information can be shared among departments.
- Align Information Technology system and equipment with Council requirements.
- Facilitate the sharing of Data between Sections, Departments and Directorates.
- Manage and monitor the data server (Personal back-up drives, Shared network drives and Workgroups drive) for users that are abusing the space and resolve the issue.
- Review server capacity and system growth rate to establish and plan future requirements.
- Manage and approve/reject changes to the e-mail and archive system
- Review and ensure successful completion of back-ups
- Review and approve all system changes (this applies to all IT systems in the Municipality) requested via the change control system for approval.

4.5 Deliverable 5: Website and Intranet

The objective is to ensure timeous uploading of documents to the website in order to comply with the MFMA legislation.

Tasks Associated:

- Ensure an operational intranet for ease of communication for internal users
- Manage the release of IT related information on the Website for effective communication to the public.
- Manage the publishing of bid results on the Municipal Website in conjunction with the Media Liaison Section.
- Ensure the website and its content complies with MFMA legislation.

4.6 Deliverable 6: System Analysis (New Systems) and Report Generation

The objective is to ensure that as the municipal processes change, business requirements are translated into technical requirements and specifications, and also to accommodate municipal process and development changes.

Tasks Associated:

- Meet with the departmental officials who require a new or existing system to be enhanced or a report/s to be developed, including GIS reports.
- Conceptualize an ICT solution and provide inputs and guidance accordingly.
- Review and approve systems requirements specifications (SRS), the

technical interpretation of the stakeholder's requirements with specific claim to:

- Inclusion of interface details
 - Business rules
 - Design constraints
 - Related considerations such as performance characteristics complete with the requisite UML (Unified Modeling Language) diagrams and images to provide the developer/s with accurate development instructions.
- Oversee the development of new systems, system enhancements or reports
 - Provide guidance and solutions to development issues as and when they arise
 - Review, guide and approve system/ report prior to user testing.
 - Analyze reports to ensure consistency with the SRS
 - Interpret reports developed to ensure they are consistent with the required outcomes by the stakeholder.
 - Assist with the development and implementation of BI reports.

4.7 Deliverable 7: Data Analysis and Cleansing

The objective is to ensure that an intricate understanding of the data in question exists to enhance the concept of providing "clean" information which also requires regular interrogation and cleansing of information.

Tasks Associated:

- Review and approve all analysis, cleansing and manipulation policies and procedures prior to implementation on the data set.
- Manage and provide guidance on the extraction of data from various sources to perform data cleansing.
- Identify incomplete, incorrect, inaccurate, irrelevant parts of the data and then replace, modify or delete dirty data.
- Manage and provide guidance on the cleansing of data using a variety of software tools (e.g. SQL Server, Microsoft Access and Excel), including:
 - Looking for inconsistencies by running a number of customized queries specific for the cleansing task at hand.
 - Customized queries are complex coded tasks, unique to each cleansing activity, used to manipulate data in order to find anomalies and fix them.
- Manage and plan data migration (this is the moving of data from an old legacy system to a new system) when setting up a new system that requires information from an existing electronic system. This can be a complex task as the structure of the data will vary and the process of moving the data can take many occurrences before moving correctly. Checks and balances need to be continually performed to ensure there is no loss or corruption of data.

4.8 Deliverable 8: Communication Networks (+/- 700 Users on our Network)

The objective is to ensure a fully operational LAN, WAN/wireless, radio in order for users to access critical business systems, communication and internet services

Tasks Associated:

- Design and plan the WAN (Wide Area Network)/Wireless and LAN (Local Area Network) networks to ensure maximum speed and uptime (greater than 97% per month).
- Decide, manage and monitor effective WAN, LAN network and equipment. Require a variety of services, from re-design to administration, which connects staff within the municipality.
- Ensure the availability, continuity, and security of data and information technology services.
- Manage bandwidth allocation to users.
- Manage users abusing the network, by uploading/downloading large files or accessing inappropriate web pages.
- Direct the network, and its related computing environment, includes hardware, systems software, applications software, and all other computer-related configurations.
- Oversee, advise and support the Telemetry/SCADA communication system for the Water Works department. (This is a radio communication network that is critical to the monitoring of the water levels in the various pump stations located around the municipal area).

4.9 Deliverable 9: Acquisition and Deployment

The objective is to deliver economic and effective ICT services that is aligned to the ICT strategic plan in budget. The municipality already migrated to a Smart City Concept and has already started to procure software and hardware in certain sectors, example Smart water meters to migrate from manual meter reading to automated meter reading. Like wise, strategies would need to be developed to expand the CCTV and fibre network to include pressure and smart sensors to detect and curb vandalism; illegal dumping; land invasion, etc. It would therefore be required to take these developments further.

Tasks Associated:

- Identify institutional objectives of Smart City Journey
- Define a set of projects anticipated to be implemented
- Assess the likelihood of each projects' implementation success
- Assess the impact of each project and select the most promising projects
- Manage and facilitate consultation with stakeholders to define business and systems requirements for new technology implementations.

- Approve, prioritize, and control projects and the project portfolio as they relate to the selection, acquisition, development, and installation of major information systems.
- Review hardware and software acquisition and maintenance contracts and pursue master agreements to capitalize on economies of scale.
- Define and communicate corporate plans, policies, and standards for the organization for acquiring, implementing, and operating ICT systems.

4.10 Deliverable 10: Operational Management

The objective is to ensure an effective, efficient and economic Information and Communication Technology Department that delivers.

Tasks Associated:

- Ensure continuous delivery of ICT services through oversight of service level agreements with end users and monitoring of ICT systems performance.
- Ensure that ICT system operation adheres to applicable laws and regulations.
- Establish lines of control for current and proposed information systems.
- Keep current with trends and issues in the ICT industry, including current technologies and prices.
- Advise Council, Executives and Management on the competitive or financial impact to Council of new IT systems.
- Promote and oversee strategic relationships between internal ICT resources and external entities, including government, vendors, and partner organizations.
- Provide leadership and set goals and standards for ICT teams
- Implement appropriate facilities and mechanisms to ensure full compliance to all health and safety, physical access security, confidentiality and data protection requirements as applicable in the ICT industry.
- Participate in the annual reviews by the Auditor General and Risk Management by Internal Audit.
- Respond to enquiries and propose corrective measures as may be required.
- Report to the ICT Steering Committee on progress with the implementation of corrective measures.
- Manage the Information- and Communications Technology functions throughout the municipality.
- Perform project management functions including the setting of priorities, allocating resources and tracking progress through completion.
- Ensure the availability of client/server applications.
- Oversee the physical security, integrity, and quality control of the server environment.
- Provide direct supervision, coordination and control to:
 - Information Systems

- Operations/Support
- ICT Governance/Administration.
- Provide assistance and guidance with the appointment procedures and application of disciplinary processes.
- Manage the effective and efficient functioning of the Section including:
 - Reports
 - Budget
 - Meetings
 - Correspondence
- Participate in the Garden Route District ICT Management Forum.
- Participate in the Western Cape ICT Manager's Forum.

4.11 Deliverable 11: Contract Management

The objective is to ensure contractual terms and conditions entered into, and agreed to, are complied with and specific responsibilities discharged accordingly without any risk to the Council.

Tasks Associated:

- Do cost analyses and draw up Information Technology projects budgets for implementation and management until finalization of projects.
- Guide the drafting, adjudication and reporting processes with regards to contracts and tenders awarded and verify details, terms and conditions, specifications, etc. to comply with the municipality's approved policies, regulations and procedures.
- Brief parties (consultants/ vendors, etc.) on the terms and scope of such appointments and evaluate, investigate and approve submissions on progress, performance and costs.
- Monitor contractor/ vendor performance against agreed terms and conditions (service level agreements) through ongoing interaction with site personnel, on-site inspections etc. and alert the contractor/vendor to any acts of non-conformance prior to approving payment certificates.
- Resolve technical conflicts and contractual claims and prepare the necessary reports presenting council's arguments at arbitration.
- Manage and control all service and maintenance contracts for all IT systems.
- Manage external IT service providers and establish and maintain relationship with outside IT vendors and support entities.
- Manage the implementation of the MIS system and provide guidance.

4.12 Deliverable 12: General IT Management

The objective is to ensure that the ICT Section can solve/resolve multiple ICT and business-related problems daily.

Tasks Associated:

- Daily problem solving which involves diverse decision making of cross-cutting IT issues (network, servers, systems, business procedures, system procedures, data problems, personnel issues).
- Advise and guide Councillors, Municipal Manager and Directors on all ICT related issues.
- Maintain good interrelationships between all directorates, departments and Councillors to ensure service delivery excellence of the Municipality.
- Logical decision making based on a thorough understanding of all IT disciplines and its interlinking functions.
- Provide innovative / ground-breaking / out-of-the-box solutions for business problems across the Municipality.

4.13 Deliverable 13: Disaster Recovery and Business Continuity

The objective is to ensure timely recovery in cases of disaster or hardware and software failures and to ensure the availability, continuity, and security of data and information technology services.

Tasks Associated:

- Formulate and implement the ICT Disaster Recovery Plan (DRP).
- Review and update the DRP regularly.
- Identify, set-up and manage the disaster recovery site in accordance with good governance practices.
- Design and test disaster recovery procedures.
- Implement and manage the disaster recovery procedures.
- Establish acceptable emergency procedures and handling of crises to ensure that Information Technology system and services for the Municipality are available at all times.
- Communicate emergency plans and disaster recovery policies and procedures to users and management.
- Ensure the two Information Technology security aspects are considered:
 - Computer security, making software and networks safe
 - Keeping track of users and information.
- Ensure the two Information Technology security aspects are considered:
 - Computer security, making software and networks safe.
 - Keeping track of users and information.

4.14 Deliverable 14: Technology, Communication, Systems and Data Research

The objective is to Research IT techniques and new or advanced technology, by consulting as necessary and to keep abreast of newest technology and methods.

Tasks Associated:

- Prioritize future Information Technology needs with regard to municipal objectives.
- Define the goals of the system and divide the solutions into individual steps and separate procedures.
- Evaluate and analyze systems and to make recommendations to Management and Council to ensure that informed decisions may be taken.
- Analyze computer and information needs for the municipality from an operational and strategic perspective and determine immediate and long-range personnel and equipment requirements.
- Prepare cost-benefit and return-on-investment analyses to help management decide whether implementing the proposed technology will be financially feasible.
- Help determine both technical and business goals in consultation with top management and make detailed plans for the accomplishment of goals.
- Evaluate the latest and most innovative technologies and determine the integration with current computer systems and mobile technology.

4.15 Deliverable 15: Municipal IT Training Requirements

The objective is to ensure the future Information Technology capacity of Municipal staff.

Tasks Associated:

- Conduct needs assessment for Information Technology Training to improve user performance.
- Give recommendations to management on Information Technology training programs.
- Implement and coordinate all Information Technology training programs and provide information systems training.
- Promote the effective utilization of information technology to enhance efficiency at all levels.
- Train and support users of the electronic communications systems, products and related services.
- Provide consultancy services on the security and protection of electronic communications services, systems and products

4.16 Deliverable 16: Budget Management

The objective is to ensure accurate estimates are prepared in relation to requirements enabling the Section to contribute positively towards meeting maintenance objectives and sustaining the quality and standards of service delivery.

Tasks Associated:

- Develop, track and control the Information and Communication Technology annual operating and capital budgets.

- Compile and manage the capital and operating budget of the ICT Department.
- Provide amendment recommendations for the adjustment budget.

OTHER RELATED JOB PURPOSES:

4.17 Deliverable 17: MIS program governance and strategic coordination

This stream focuses on overall program oversight and strategic alignment.

Services shall include, but not be limited to:

- Program planning, scheduling, and roadmap management for the MIS.
- Alignment of all MIS initiatives with the ICT Strategic Plan and Smart City objectives.
- Coordination of multiple project streams including ERP, LMS, CRM, GIS, MDR, and reporting platforms.
- Risk, issue, and dependency management at program level.
- Governance reporting to management and relevant oversight structures.
- Development and maintenance of program documentation, standards, and controls.
- Support in establishing and refining MIS governance frameworks and decision-making structures.

4.18 Deliverable 18: ERP stabilisation and optimisation support

Services shall include but not be limited to:

- Support during the ERP hyper-care phase, including issue management, prioritisation, and resolution tracking.
- Business process refinement and optimisation.
- User adoption support and functional stabilisation.
- Reduction of dependency on the ERP vendor through internal capability development.
- Assistance with operational handover and transition to business-as-usual support structures.
- Documentation of system processes and operational procedures.

4.19 Deliverable 19: Change Enablement, Training and LMS Management

This stream ensures organisational adoption and long-term sustainability.

Services shall include:

- Development and execution of structured change management approaches.
- Ongoing development, administration, and enhancement of the Learning Management System.
- Design and delivery of training programmes aligned to:
 - ERP usage,
 - Future MIS systems,
 - Organisational capability development.
- Development of learning content including:
 - System training modules,
 - Role-based learning paths,
 - New starter induction programmes,
 - Refresher and advanced training courses.
- Monitoring and reporting on training participation, effectiveness, and adoption.

4.20 Deliverable 20: Communication and stakeholder engagement

This stream supports transparency, engagement, and organisational alignment.

Services shall include:

- Execution and maintenance of the MIS communication strategy.
- Development of communication materials including:
 - Project updates,
 - User guides,
 - Awareness campaigns,
 - Change impact communications.
- Stakeholder engagement planning and facilitation.
- Coordination of communication across departments and project streams.
- Support for change readiness and user engagement initiatives.

4.21 Deliverable 21: Data, reporting and business intelligence enablement

This stream prepares the Municipality for advanced data-driven decision-making.

Services shall include:

- Preparation for Business Intelligence implementation including Power BI readiness.
- Support for data validation, data quality initiatives, and reporting standards.
- Development of reporting frameworks and KPI dashboards.
- Contribution to the design and readiness of the Master Data Repository

(MDR).

- Support for management and operational reporting requirements.

4.22 Deliverable 22: Future systems integration readiness

This stream ensures alignment and preparedness for upcoming MIS components.

Services shall include:

- Support for planning and integration readiness of:
- CRM systems,
- GIS platforms,
- Master Data Repository.
- Business process analysis and integration planning.
- Support for procurement and implementation preparation activities.
- Change enablement and training readiness for new system implementations.

4.23 Deliverable 23: Project administration and support services

This stream provides operational support to the program.

Services shall include:

- Project documentation and record management.
- Meeting coordination and reporting.
- Issue, risk, and action tracking.
- Support to governance structures and audit requirements.

5. GENERAL

- 5.1 The services of the successful bidder shall be used as and when a need arises, during the entire duration of the tender.
- 5.2 Based on historical data/ trends, an estimated 1200 man hours of assistance per year, may be required from the successful bidder for the successful completion of all the deliverables in the event that assistance is required for all the deliverables.
- 5.3 The municipality reserves the right to terminate the services, should unsatisfactory service be received from the successful bidder.
- 5.4 The municipality reserves the right to change/ amend the quantity of the requested support staff at any time in order to address a specific need or should circumstances change during the execution of the project.
- 5.5 Only one bidder will be appointed.
- 5.6 An alternative tenderer may be appointed.

- 5.7 The service provider must be able to supply suitably qualified and experienced resources to fulfil the requirements of the MIS program. Resources shall be provided according to the service streams defined in Section 3.
- 5.8 All qualifications must align with the National Qualifications Framework (NQF) as prescribed by SAQA.
- 5.9 Monthly with the submission of an invoice, performance evaluation must be done.
- 5.10 The Municipality will utilize the pricing schedule for any related support required. The hourly rate of the most appropriate fit rate based on qualification or designation would be utilized. This rate will be pre-determined and approved prior the appointment of officials.

FUNCTIONALITY SCORING

The following criteria will be used to calculate points for the quality of Bidders and Bidders must ensure that they submit all information in order to be pre-evaluated on the criteria mentioned below:

- a) Bidders that score less than **40 out of 50 points (80%)** for the functionality criteria (Phase 2) will not be considered for further evaluation on Phase 3 (Price and Preference).
- b) Bidders must ensure that all the information requested is provided in detail with the tender document with initial submission.
- c) Unclear or incomplete or no information provided will result in no points being allocated.
- d) Bidders must submit applicable information/evidence with this tender as no information/evidence will be requested. Reference to any attached documentation must be clearly indicated.

NO.	CRITERIA	MAXIMUM POINTS
1.	Bidder's required expertise (Key resources & NQF Compliance)	30
2.	Bidder's track record (Municipal & MIS/ERP Experience)	10
3.	Bidder's approach and methodology (Delivery, continuity & skills transfer)	10
TOTAL		50

1. BIDDER'S REQUIRED EXPERTISE

The experience of the Bidder's key personnel to be assigned to the specific project. The evaluation will include the proposed qualification, and number of applicable years' experience. Proof of qualifications, professional registration and experience (CV), must be attached: Proposed Key Personnel and must clearly indicate the qualification and experience over the past 10 years. Commitment letters will be required for personnel sourced from outside the Bidder's core/permanent staff.

1.1 NQF 8 (minimum) – Honours /Post Graduate Diploma in ICT, Accounting, Finance, Business Administration or related

CRITERIA	POINTS = 20
>10 years	20
7-10 years	16
5-6 years	12
3-4 years	6
<3 years	3

1.2 Management Support Engineer (NQF6 Qualification - minimum) and Microsoft experience/ICT related

CRITERIA	POINTS = 5
>10 years	5
7-10 years	4
5-6 years	3
3-4 years	2
<3 years	1

1.3 IT Technician (NQF5 certificates – ICT related)

CRITERIA	POINTS = 5
>10 years	5
7-10 years	4
5-6 years	3
3-4 years	2
<3 years	1

2. BIDDER'S TRACK RECORD

Provide contactable references and provide written confirmation letters of years' experience from previous municipalities/district municipalities where IT Support was rendered.

2.1 Assisted municipalities evidenced by positive reference letters:

CRITERIA	POINTS = 10
10 & more	10
7-9	8
5-6	7
3-4	3
<3	1

Information to be furnished as per the table below with reference letter from local/district government institution.

No.	Name of Municipality	Year of Assistance
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

3. BIDDER'S APPROACH AND METHODOLOGY

ITEM NO.	CRITERIA	POINTS = 10
1.	The Bidder is hereby requested to state, in brief summary, their understanding of the scope of works / Objectives. Unclear or blank statements will result in zero points being allocated.	Good = 5 Comprehensive understanding of scope and objectives Partial = 3 Partial understanding of scope and objectives

		Poor = 0 No understanding of scope and objectives
2.	The Bidder is hereby requested to state, in brief summary, their approach with reference to skills transfer considered for this project. Unclear or blank statements will result in zero points being allocated	Good = 5 Comprehensive understanding of scope and objectives Partial = 3 Partial understanding of scope and objectives Poor = 0 No understanding of scope and objectives

NOTE: Unclear or incomplete or no information provided will result in no points being allocated.

PRICING SCHEDULE

The cost structure shall be formulated in a manner to reflect the cost per hour as requested in pricing schedule below.

The pricing should be based on physical deployment of any consultant at the municipality for 5 working days per week. A working day is 07:45 to 16:30 daily including a 45 minute lunch break (8 hours a day).

Ad hoc requests for additional staff to be deployed at the municipality will be quoted at a hourly rate. Any additional work to be done remotely by the four staff levels quoted will be priced at an hourly rate.

Any disbursements will be settled at actual cost rate and must be linked to the Municipality's Cost Containment Policy. The municipality reserves the right to negotiate disbursement rates to be in line with municipal policies.

The financial proposal shall be clearly designed to reflect all costs without causing any confusion, which may include travelling costs from the base premises to the municipal offices. All relevant costs will be taken into account for the purposes of evaluating prices.

All bidders are only required to provide the rates per hour per year for all three years. The Municipality will do the calculation of the total cost over the duration of the period. The evaluation will be done on the total cost of the intended four consultants.

Pricing Band	NQF Level	Skill Level Description
Band A – Strategic / Senior Specialist	NQF 8	Program leadership, senior delivery, high-risk and high-complexity roles
Band B – Specialist	NQF 7	Core transformation and technical specialist roles
Band C – Practitioner / Support Specialist	NQF 6	Operational delivery and program support
Band D – Technical Support	NQF 5–6	Hands-on system and technical support

Item No.	Description	Units	Yearly Estimate Quantity (40 hours per month)	Total estimated cost per year x Rate per unit (All applicable taxes included) Year 1 (From date of appointment until 30 June 2027.	Total estimated cost per year x Rate per unit (All applicable taxes included) Year 2 (01 July 2027 - 30 June 2028.	Total estimated cost per year x Rate per unit (All applicable taxes included) Year 3 (01 July 2028 - 30 June 2029.
1.	Hourly rate for (IT OPS Manager/ Business Analyst/ Strategic – NQF 8)	Hourly rate	480	R	R	R
2.	Hourly rate for (LMS / Change management / Data / Business intelligence specialist – NQF7)	Hourly rate	480	R	R	R
3.	Hourly rate for Support Services IT - NQF 6	Hourly rate	480	R	R	R
4.	Hourly rate for IT Technician- NQF 5-6	Hourly rate	480	R	R	R
Sub-Total for Years 1, 2 and 3				R	R	R

<p>Total Estimated Cost for all 3 Years (All applicable taxes included) R</p>	
--	--

Pricing instructions

- The pricing schedule above is **ONLY** for evaluation purposes and will be used to compare with the bidder’s calculations. The estimated quantities are only for evaluation purposes.
- Tenderers must quote for all line items and columns in the pricing schedule. Failure to do so will result in your bid being non-responsive.
- Should any of the Items be rendered free of charge such must be indicated as R0.00 or in wording “Free of Charge”.
- The Total Estimated Cost for all 3 Years (All applicable taxes included) will only be used for evaluation purposes.

THE TENDER OFFER

I/We Mr/Mrs/Messrs _____
duly assigned to represent the service provider 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 documents to the George Municipality on terms and conditions stipulated in this tender and in accordance with the specifications stipulated in the tender documents (which shall be taken as part of, and incorporated into this tender) **at the rates reflected in the Pricing Schedule.**

I/we agree that this offer shall remain valid for a period of 90 days commencing from the closing date and time of this tender.

I/we further agree that:

This tender and its acceptance shall be subject to the terms and conditions contained in the George Municipality's Supply Chain Management Policy;

If I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the George Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the George Municipality and I/we will then pay to the George Municipality any additional expense incurred by the George Municipality having either to accept any less favorable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation by the invitation of fresh tenders and by the subsequent acceptance of any less favorable tender; the George Municipality shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure or retain such moneys, guarantee or deposit as security for any loss the George Municipality may sustain by reason of my/our default;

If my/our tender is accepted the acceptance may be communicated to me/us by letter or order by certified mail or registered mail. Such posting shall be deemed to be proper service of such notice with effect from the date of posting/dispatch of such notice;

The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender and that I/we choose domicilium citandi et executandi in the Republic of South Africa, where any and all legal notices may be served at (full street address on this place):

Physical Address: _____

I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender; that the price(s) and rate(s) tendered cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our own risk.

I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfillment of this contract.

I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.

I/we declare that I/we have participation / no participation in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state name(s) of tenders involved.

Name: _____

Signature: _____

Date: _____

This form must be completed and signed to be considered provisionally responsive.

ACCEPTANCE

By signing this part of the form of offer and acceptance, the employer identified below accepts the supplier's offer. In consideration thereof, the employer shall pay the supplier the amount due in accordance with the conditions identified in the tender data. Acceptance of the supplier's offer shall form an agreement between the employer and the supplier upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

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

Name: **MR CA DU PLESSIS**

Signature: _____

Capacity: **DIRECTOR: FINANCIAL SERVICES**

Date: _____

For the Employer: **GEORGE MUNICIPALITY
CIVIC CENTRE
YORK STREET
GEORGE**

TAX COMPLIANCE INFORMATION

PART A

Tax Compliance Status	TCS Pin:		or	CSD No:	
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	<input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE Status Level Sworn Affidavit	<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FORM EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
Are You The Accredited Representative In South Africa For The Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Enclose Proof]			Are You A Foreign Based Supplier For The Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Answer Part 2.]
Signature of Bidder	.....			Date	.....

PART B TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS		
1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.		
1.2 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.		
1.3 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 .		
1.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B2.		
1.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.		
1.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.		
1.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.		
2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS [Tick Applicable Box]		
2.1 Is the entity a resident of the Republic of South Africa (RSA)?	YES	NO
2.2 Does the entity have a branch in the RSA?	YES	NO
2.3 Does the entity have a permanent establishment in the RSA?	YES	NO
2.4 Does the entity have any source of income in the RSA?	YES	NO
2.5 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 1.3 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:

DECLARATION OF INTEREST

1.	No bid will be accepted from persons in the service of the state*.	
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.	
3.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.	
3.1	Full Name of bidder or his / her representative:	
3.2	Identity number:	
3.3	Position occupied in the Company (director, trustee, shareholder ²):	
3.4	Company Registration Number:	
3.5	Tax Reference Number:	
3.6	VAT Registration Number:	
3.7	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.	
3.8	Are you presently in the service of the state?*	YES / NO
3.8.1	If yes, furnish the following particulars: Name of person / director / trustee / shareholder member: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:	

<p>3.9 3.9.1</p>	<p>Have you been in the service of the state for the past twelve months? If so, furnish particulars.</p>	<p>YES / NO</p>
<p>3.10 3.10.1</p>	<p>Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? If yes, furnish the following particulars: Name of person: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:</p>	<p>YES / NO</p>
<p>3.11 3.11.1</p>	<p>Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, furnish the following particulars: Name of person: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:</p>	<p>YES / NO</p>
<p>3.12 3.12.1</p>	<p>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state? If yes, furnish the following particulars:</p>	<p>YES / NO</p>

	<p>Name of person / director / trustee / shareholder / member: </p> <p>Name of state institution at which you or the person connected to the bidder is employed: </p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p> <p>.....</p>	
<p>3.13</p> <p>3.13.1</p>	<p>Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member: </p> <p>Name of state institution at which you or the person connected to the bidder is employed: </p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p> <p>.....</p>	<p>YES / NO</p>
<p>3.14</p> <p>3.14.1</p>	<p>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?</p> <p>If yes, furnish particulars: </p> <p>.....</p>	<p>YES / NO</p>

4. Full details of directors / trustees / members / shareholders:			
THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE:			
Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number (where applicable)
5.	The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.		

Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA)

All parties agree that they will comply with Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA) and process all the information and/or personal data in respect of the goods and/or services being rendered in accordance with the said act and only for the purpose of providing the goods and/or services set out in the agreement to provide such goods and/or services.

The contract between the municipality and the service provider must ensure compliance with the Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA), in that the service provider establishes and maintains security measures to safeguard personal information being processed on behalf of the municipality. The service provider must notify the municipality immediately in an event where there are reasonable grounds to believe personal information has been accessed by an unauthorised person.

The contract with a service provider must ensure confidentiality of personal information processed on behalf of the municipality. A supply contract with a service provider must include standard clauses outlining joint responsibility in terms of the protection of personal information.

.....
Signature	Date
.....
Capacity	Name of Bidder

¹MSCM Regulations: "in the service of the state" means to be -

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

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

**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? ***YES / NO**

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.

.....
.....

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? ***YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services toward 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.

.....
.....
.....
.....

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? ***YES / NO**

3.1 If yes, provide particulars.

.....
.....

.....
.....

4 Will any portion of goods or services be sourced from outside***YES / NO** 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?

4.1 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

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

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

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price;
 - (b) BBBEE; and
 - (c) 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
BBBEE	10
SPECIFIC GOALS	10
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 regarding 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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \mathbf{P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)}
 \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = 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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \mathbf{P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)}
 \end{array}$$

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 BBBEE AND 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:

4.1.1 Points awarded for B-BBEE Level of Contributor

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:

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

Bidder MUST submit a valid BBBEE certificate, failure to attach no points will be awarded for BBBEE points.

4.1.2 Points awarded for Specific Goals

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a Tenderer for Locality in accordance with the table below:

Locality of Tenderer's Office	Number of points (80/20 system)	Number of points (90/10 system)
Within the boundaries of George Municipality	10	5
Within the boundaries of the Garden Route District Municipality	6	3
Within the borders of the Western Cape	4	2

Outside the borders of the Western Cape	2	1
---	---	---

Bidder’s MUST submit proof of address (e. g. municipal account, rental/lease agreement, or affidavit) with the tender document. Failure to attach proof will result in no points awarded for Specific Goals.

George Municipality will reserve the right to use any and all available information at its disposal, including conducting site visits and inspections to verify a bidder’s claim of having a local STAFFED / MANNED AND OPERATIONAL office within the George Municipal area.

The principle of substance over legal form, as defined in the Standards of Generally Recognised Accounting Practice (GRAP), will be applied in such assessments. (This means that even though a bidder may present a rental agreement, the claim of having a local staffed and operational office will be assessed in its actual substance and not by only accepting the legal documentation.)

The purpose of the locality points is to promote local economic development within the George Municipal area and any bidder attempting to circumvent the substance of this initiative through any means, including by means of fronting, will be reported to the National Treasury for blacklisting on the Central Supplier Database (CSD).

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.

5. BID DECLARATION

Tenderers who claim points in respect of BBBEE must complete the following:

B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.1

5.1. Contribution to BBBEE: =(maximum of 5 or 10 points)

(Points claimed in respect of paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1.1 and **must be substantiated by relevant proof of B-BBEE status level of contributor.**)

LOCALITY OF TENDERERS OFFICE CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.2

5.2. **Contribution to specific Goals: =(maximum of 5 or 10 points)**

(Points claimed in respect of paragraph 5.2 must be in accordance with the table reflected in paragraph 4.1.2 and **must be substantiated by relevant proof of address of a company office.**)

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3. Name of company/firm.....

5.4. Company registration number:

5.5. 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]

5.6. 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 5.1 and 5.2, 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:	.....

SWORN AFFIDAVIT – BBEE EXEMPTED MICRO ENTERPRISE

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:
 - The enterprise is _____ % black owned;
 - The enterprise is _____ % black woman owned;
 - Based on the management accounts and other information available on the _____ financial year, the income did not exceed R10,000,000.00 (ten million rands);
 - Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION

FORM IS TRUE AND CORRECT.

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

.....

Signature

.....

Position

.....

Date

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____ (Bid Number and Description)

in response to the invitation for the bid made by:

GEORGE 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.

MBD9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

Signature	Date
Position	Name of Bidder

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

CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

Information required in terms of the Supply Chain Management Regulations, Regulation 28 (1) (c).

Tender Number: GMT044/25-26
Name of the Bidder: _____

DETAILS OF THE BIDDER/S: Owner / Proprietor / Director(s) / Partner(s), etc:

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

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

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

I, _____, the undersigned,

(full name in block letters)

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

Signature

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

at _____ on the _____ day of _____ 2026

PLEASE NOTE:

MUNICIPAL ACCOUNTS FOR ALL PROPERTIES OWNED BY BIDDER/S MUST BE ATTACHED TO THE TENDER DOCUMENT!

Even if the requested information is not applicable to the Bidder, the table above should be endorsed **NOT APPLICABLE** with a reason and **THIS DECLARATION MUST STILL BE COMPLETED AND SIGNED**. In the event of leasing, a lease agreement **MUST** be attached to the tender document.

GEORGE MUNICIPALITY PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

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

General Conditions of Contract

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

imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related 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 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application:

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

3. General:

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

4. Standards:

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

5. Use of contract documents and information inspection:

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

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

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

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

6. Patent rights:

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

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

7. Performance security:

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

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

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

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

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

8. Inspections, tests and analyses:

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

9. Packing:

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

10. Delivery and documents:

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

11. Insurance:
 - 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
12. Transportation:
 - 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.
13. Incidental services:
 - 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
 - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
 - 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.
14. Spare parts:
 - 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty:
 - 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this

contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment:

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices:

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

18. Variation orders:

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

19. Assignment:

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

20. Subcontracts:

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

21. Delays in the Supplier's Performance:

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

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

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

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

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

22. Penalties:

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

23. Termination for default:

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

- (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction;
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
24. Anti-Dumping and Counter-Vailing duties and rights:
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-

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

25. Force Majeure:

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

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

26. Termination for insolvency:

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

27. Settlement of disputes:

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

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

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

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due to the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability:

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

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

29. Governing language:

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

30. Applicable law:

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. Notices:

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

32. Taxes and duties:

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts:

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

34. Amendment of contracts:

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

contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices:

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties are contemplated in section 59 of the Competition Act No 89 of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.