MBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE THULAMELA MUNICIPALITY					
BID NUMBER:	12/2026/2027	CLOSING DATE:	23 SEPTEMBER 2026	CLOSING TIME:	11:00 AM
DESCRIPTION	PROCUREMENT OF AN E-RECRUITMENT DIGITAL SERVICES PLATFORM WITH INTEGRATED CRM AND CITIZEN-CENTRIC APPLICATION				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

OLD AGRIVEN BUILDING
THOHOYANDOU
0950

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

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE**	**R**
SIGNATURE OF BIDDER	.....	**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	FINANCE	CONTACT PERSON	MR DAVHULA K
CONTACT PERSON	MUDZILI TP	TELEPHONE NUMBER	015 962 7718
TELEPHONE NUMBER	015 962 7629	FACSIMILE NUMBER	
FACSIMILE NUMBER	015 962 4020	E-MAIL ADDRESS	davhulak@thulamela.gov.za
E-MAIL ADDRESS	mudzilitp@thulamela.gov.za		

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

THULAMELA MUNICIPALITY

Civic Centre,
Old Agriven Bulding,
Private Bag X5066
Thohoyandou, 0950
Limpopo Province
Tel: (015) 962 7500
Fax: (015) 962 4020
(015) 962 5328

INVITATION TO BID

PROCUREMENT OF AN E-RECRUITMENT DIGITAL SERVICES PLATFORM WITH INTEGRATED CRM AND CITIZEN-CENTRIC APPLICATION

Thulamela Municipality invites service providers for provision of the following service:

Bid Number	Project Description	Non-Refundable Bid Price	Contact Person	Evaluation Criteria
No.:12/ 2026 /2027	Procurement of an e-recruitment digital services platform with integrated CRM and citizen-centric application	R4.00 per page or can be downloaded from the Thulamela website **(www. thulamela.gov.za)** for free	Mr Davhula K. (015 962 7718) and/or Mr Mudzili T.P. (015 962 7629)	80/20 Preference points system and functionality

Tender documents are obtainable from Procurement Office, Office No. 02 at Thulamela Local Municipality Head Office, during the following times: 08:00 to 15:30 (Monday to Friday) at a **non-refundable bid price of R4.00 per page** from **21 August 2026 to 23 September 2026** or can alternatively be downloaded from the Thulamela website **(www.thulamela.gov.za)** for free. The tenderer(s) should also download SCM forms that are found in the Documents SCM-FORMS folder on the website and complete them as part of the Bid documents.

The service providers must submit the completed Bid documents (in black ink) and hand deliver or courier them to Thulamela Municipality. All completed Bid documents (hand delivered or couriered) must be dropped in the BID BOX before the closing date and time of the Bids' closure. The onus is on the service providers to ensure that the Bid documents are submitted on time, and late submissions will not be accepted.

Interested service providers will be expected to submit the Bid documents with the following compulsory requirements

- **Tax Compliance Status Letter or Tax Compliance Pin Number.**
- **Company registration documents (e.g., CK).**
- **Proof of registration on CSD.**
- **Bidders must submit proof that municipal rates and taxes for both the company and its director(s) are not in arrears for more than three (3) months, and such proof must not be older than three (3) months from the closing date of advertisement. Where the business operates from leased premises, a valid lease agreement must be attached. Where a director does not own property or is renting, a valid lease agreement must also be provided. If the bidder resides or operates in an area where municipal services are not billed, an official signed and stamped letter from the relevant local municipality, not older than three (3) months from the date of advertisement, must be submitted confirming that the area is not subject to municipal billing and that the bidder is formally exempted from municipal service charges.**
- **List of similar projects completed in the last 5 years by the company with client's contact details, descriptions, and contract values (Attach signed appointment letters and/or purchase orders)**

Bids will be assessed under the provisions of the following Acts and their Regulations: Municipal Finance Management Act (Act 56 of 2003); PPPFA, Supply Chain Management Policy of the municipality, in accordance with the specifications and in terms of the **80/20 preferential points system and functionality.**

Functionality Score Table:

EVALUATION CRITERIA	POINTS ALLOCATED
Project personnel (Qualifications and Curriculum Vitae)	55%
Implementation methodology	25%
Relevant Implementation experience	10%
Solution demonstration document	10%
TOTAL	100%

Functionality will be scored out of 100%, and bidders scoring below 70% will be disqualified from further evaluation.

Specific Goals Categories (CSD will be used for verification)	Number of Points (80/20 system) 20 Points breakdown
1. 100% Black ownership	10
2. 100% Women ownership	5
3. Youth	3
4. Disability (Medical certificate will be used to verify the disability status of the bidder).	2

Sealed bid documents must be submitted in envelopes clearly indicating ***"BID NUMBER AND DESCRIPTION"*** on the outside and must reach the undersigned by depositing it into the official Bid Box at the front of the main entrance to **Thohoyandou Civic Centre, Old Agriven Building, Thohoyandou**, by no later than **11H00 on, 23 September 2026.**

The Municipality is not bound to accept the lowest Bid and reserves the right to accept any part of a Bid. Bids must remain valid for a period of ninety (90) days after closing date of the submission thereof.

Bids may only be submitted on the bid documentation provided by the municipality.

NB: Bids which are late, incomplete, unsigned, completed by pencil, sent by telegraph, facsimile, electronically (Fax), or E- mail and without the compulsory requirements will be disqualified.

SIGIDI KTM
MUNICIPAL MANAGER

Ad designed by Zout News NPC

THULAMELA MUNICIPALITY

Civic Centre,
Old Agriven Bulding,
Private Bag X5066
Thohoyandou, 0950
Limpopo Province
Tel: (015) 962 7500
Fax: (015) 962 4020
(015) 962 5328

INVITATION TO BID

CONSTRUCTION OF NGOVHELA-PHINDULA RING ROAD.

Bid Number	Project Description	Non-Refundable Bid Price	CIDB GRADING	Evaluation Criteria
No.:17/ 2026 /2027	Construction of Ngovhela-Phindula ring road.	R4.00 per page or Bids can be downloaded from Thulamela website (www.thulamela.gov.za) for free	4CE or Higher	80/20 Preference points system and functionality

Tender documents are obtainable from Procurement Office, Office No. 02 at Thulamela Local Municipality Head Office, during the following times: 08:00 to 15:30 (Monday to Friday) as from **21 August 2026 to 09 September 2026 at a non-refundable bid price of R4.00 per page.** or can alternatively be downloaded from Thulamela website **(www.thulamela.gov.za)** for free. The bidders should also download SCM forms that are found in the Documents **SCM-FORMS** folder on the website and complete as part of the Bid documents.

The service providers must submit the completed Bid documents (in black ink) and hand deliver or courier them to Thulamela Municipality. All completed Bid documents (hand delivered or couriered) must be dropped in the BID BOX before the closing date and time of the Bids closure. The onus is on the service providers to make sure the Bid documents are submitted on time and late submission won't be accepted.

Interested Contractors must attend a compulsory briefing session on 31 August 2026 at 11h00. Location: At the junction of R523 and Ngovhela Phindula road next to Ngovhela Lutheran Church.

Interested **Contractors** will be expected to submit the Bid documents with the following compulsory requirements.

- **Tax Compliance Status Letter or Tax Compliance Pin Number**
- **Valid COIDA Letter of Good Standing**
- **Company registration documents (e.g., CK)**
- **Company profile**
- **Proof of registration with CIDB**
- **Proof of registration on CSD**
- **In case of a joint venture (JV), a signed JV agreement must be submitted**
- **Bidders must submit proof that municipal rates and taxes for both the company and its director(s) are not in arrears for more than three (3) months, and such proof must not be older than three (3) months from the closing date of advertisement. Where the business operates from leased premises, a valid lease agreement must be attached. Where a director does not own property or is renting, a valid lease agreement must also be provided. If the bidder resides or operates in an area where municipal services are not billed, an official signed and stamped letter from the relevant local municipality, not older than three (3) months from the date of advertisement, must be submitted confirming that the area is not subject to municipal billing and that the bidder is formally exempted from municipal service charges.**
- **List of construction of roads and storm-water projects completed by contractor in the last 10 years with clients contact details, description and contract values (Attach signed appointment letters, completion certificates and reference letters)**
- **All records of any additional information posted should be submitted as compulsory requirements and it is the responsibility of the bidders to check with the respective project engineer or client representatives (contact details as provided) if there are any additional information before submission of the tender documents**

Tenderers should note the following: Functionality will be scored out of **100% and the minimum threshold to qualify is 70%.** Tenderers who fail to meet the minimum threshold will not be considered for further evaluation.

	TARGETED GOALS:	WEIGHT
Points for functionality	**EXPERIENCE OF THE CONSTRUCTION COMPANY** Demonstrate company experience / past performance in Roads and Storm Water construction projects.	40
	PLANT AND EQUIPMENT Proof of plant and equipment owned by the bidder. Details of major equipment owned (Please provide proof of ownership. Valid license disc and certificate of registration in the names of the bidder. Invoice or bank letter can serve as proof of ownership).	30
	EXPERIENCE OF KEY PERSONEL Key staff- demonstrate qualifications and experience.	20
	FINANCIAL STANDING Financial reference of the construction company.	10
TOTAL		100

Bids will be assessed under the provisions of the following Acts and its Regulations: Municipal Finance Management Act, (Act 56 of 2003); PPPFA, Supply Chain Management Policy of the municipality in accordance with the specifications and in terms of **80/20 preferential points system and functionality as per the advert and bid document.**

Specific Goals Categories (CSD will be used for verification)	Number of Points (80/20 system) 20 Points breakdown
1. 100% Black ownership	10
2. 100% Women ownership	5
3. Youth	3
4. Disability (Medical certificate will be used to verify the disability status of the bidder).	2

Sealed bid documents must be submitted in envelopes clearly indicating **"BID NUMBER AND DESCRIPTION"** on the outside and must reach the undersigned by depositing it into the official Bid Box at the front of the main entrance to **Thohoyandou Civic Centre, Old Agriven Building, Thohoyandou**, by no later than **11H00 on, 09 September 2026.**

Administrative queries can be directed to Mr. Mudzili T.P. at 015 962 7629 and Technical queries can be directed to Mr Muluvhu E. 083 784 9478 and/or Mr Tshikungulu ME at 082 087 0195 during office hours.

The Municipality is not bound to accept the lowest Bid and reserves the right to accept any part of a Bid. Bids must remain valid for a period of ninety (90) days after closing date of the submission thereof.

Bids may only be submitted on the bid documentation provided by the municipality.

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SIGIDI KTM
MUNICIPAL MANAGER

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THULAMELA MUNICIPALITY

INVITATION TO BID

PROCUREMENT OF AN E-RECRUITMENT DIGITAL SERVICES PLATFORM WITH INTEGRATED CRM AND CITIZEN-CENTRIC APPLICATION

Thulamela Municipality invites prospective service providers for the provision of the following service:

BID NUMBER	DESCRIPTION	NON-REFUNDABLE BID PRICE	CONTACT PERSON	EVALUATION CRITERIA
12/2026/ 2027	Procurement of an e-recruitment digital services platform with integrated CRM and citizen-centric application	R4.00 per page or can be downloaded from Thulamela website **(www.thulamela.gov.za)** for free	Mr Davhula K. (015 962 7718) and/or Mr Mudzili T.P. (015 962 7629)	80/20 preference points system and functionality

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- **List of similar projects completed in the last 5 years by the company with clients' contact details, descriptions, and contract values (Attach signed appointment letters or purchase orders)**

Bids will be assessed under the provisions of the following Acts and their Regulations: Municipal Finance Management Act (Act 56 of 2003); PPPFA, Supply Chain Management Policy of the municipality, in accordance with the specifications and in terms of the **80/20 preferential points system and functionality.**

Functionality Score Table:

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Bids may only be submitted on the bid documentation provided by the municipality.

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SIGIDI K.T.M.
MUNICIPAL MANAGER

13/08/2026
DATE

TAX CLEARANCE CERTFICATE REQUIREMENTS

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

1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

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

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

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

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

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

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

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

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

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

*Delete if not applicable

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of Bidder.....	Bid number.....
Closing Time	Closing Date .....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCUDED)

- Required by: .....
- At: .....
- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- Delivery: *Firm/Not firm

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

*Delete if not applicable

PRICE ADJUSTMENTS

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

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt\left(D1\frac{R1t}{R1o} + D2\frac{R2t}{R2o} + D3\frac{R3t}{R3o} + D4\frac{R4t}{R4o}\right) + VPt$$

Where:

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

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

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

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

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

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

PRICING SCHEDULE
(Professional Services)

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

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

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

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

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

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

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

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
_____	R_____	_____
_____	R_____	_____
_____	R_____	_____
_____	R_____	_____
_____	R_____	_____

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

_____	R_____	_____ days
_____	R_____	_____ days
_____	R_____	_____ days
_____	R_____	_____ days

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

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

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

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

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

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

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

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

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

.....

.....

.....

*Delete if not applicable

ANNEXURE C

MBD 4

DECLARATION OF INTEREST

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

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

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

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder[2]):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. .....

.....

[1]MSCM Regulations: "in the service of the state" means to be –

(a) a member of –
  (i) any municipal council;
  (ii) any provincial legislature; or
  (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

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

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

*YES / NO

.....

.....

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

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

2.2 If yes, provide particulars.

.....

.....

.....

.....

* Delete if not applicable

*YES / NO

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

such contract?

3.1 If yes, furnish particulars

.....

.....

*YES / NO

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

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

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1. GENERAL CONDITIONS

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

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

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

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

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

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

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Technical Specification(s);
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
   - Declaration of interest;
   - Declaration of bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM

DATE .....

WITNESSES

1 .....

2 .....

DATE: .....

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (If applicable)

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. .....

2. .....

DATE .....

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
   - Declaration of interest;
   - Declaration of Bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and

   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

1 .....

2 .....

DATE: .....

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

CONTRACT FORM - SALE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Declaration of interest;
   - Declaration of Bidder's past SCM practices;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I undertake to make payment for the goods/works as specified in the bidding documents.

6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM

DATE .....

WITNESSES

1 .....

2. .....

DATE: .....

MBD 7.3

CONTRACT FORM - SALE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE SELLER)

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).

2. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. .....

2. .....

DATE .....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

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

4.3.1	If so, furnish particulars:		
	Item	**Question**	**Yes / No**
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] 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 (MBD 9) must be completed and submitted with the bid:

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

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

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:

_____

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

    (a) has been requested to submit a bid in response to this bid invitation;
    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    (a) prices;
    (b) geographical area where product or service will be rendered (market allocation)
    (c) methods, factors or formulas used to calculate prices;
    (d) the intention or decision to submit or not to submit, a bid;
    (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
    (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

[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.

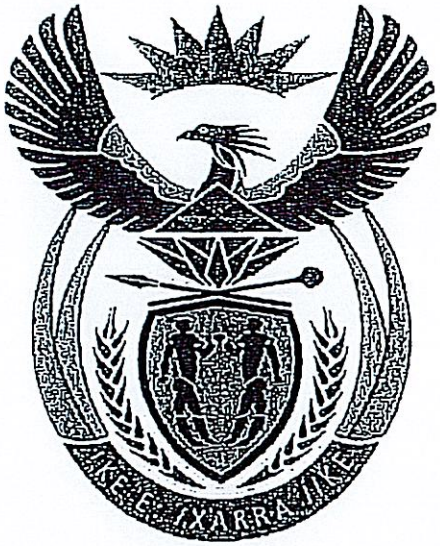
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms 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

Js9141w 4

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

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

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

1.14 "GCC" means the General Conditions of Contract.

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

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

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

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related 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 goods, 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 supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall

extend only so far as may be necessary for purposes of such performance.

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

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

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

6. Patent Rights

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

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / 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 supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

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, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or 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 22 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

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 supplier 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 supplier 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 vary more than 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 this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

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

21.3 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 goods 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 countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the 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 goods 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 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 as contemplated in section 59 of the Competition Act No 89 0f 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.

Document Control

Item	Description
Document title	Procurement of an E-Recruitment Digital Services Platform with Integrated CRM and Citizen-centric Application
Business owner	Corporate Services / Municipal Manager delegated office
Phase 1 business lead	Human Resource Management – E-Recruitment
Technical owner	ICT Services
Service owner(s)	Corporate Services, Community Services and other participating departments
Procurement owner	Supply Chain Management
Version	1.0
Prepared date	15 June 2026
Confidentiality	Internal working draft until formally approved for bid issue
Intended use	Internal approval, budgeting, bid specification, vendor response and implementation governance

Revision History

Version	Date	Description	Prepared by
1.0	01 June 2026	Procurement of an e-recruitment digital services platform with integrated CRM and citizen-centric application	Davhula Kennedy

Approval Sheet

Role	Name	Signature	Date
Municipal Manager / Accounting Officer			
Director: Corporate Services			
Manager: Human Resource Management			
Manager: ICT Services			
Director: Community Services			
Chief Financial Officer			
Supply Chain Management			

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Thulamela Municipality

TENDER SPECIFICATION

TERMS OF REFERENCE (TOR) AND BUSINESS REQUIREMENTS SPECIFICATION (BRS)

PROCUREMENT OF AN E-RECRUITMENT DIGITAL SERVICES PLATFORM WITH INTEGRATED CRM AND CITIZEN-CENTRIC APPLICATION

Phase 1 Priority: E-Recruitment Module

Document Title	Version	Prepared Date	Status
Procurement of an e-recruitment digital services platform with integrated CRM and citizen-centric application	1.0	15 June 2026	Tender Specification

Prepared for:

Municipal Manager
Thulamela Local Municipality
Corporate Services / Human Resource Management / ICT Services / Community Services
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Executive Summary

Thulamela Local Municipality requires a broader digital platform than a standalone recruitment system. To support citizen-centric service delivery, smart administration, public participation, improved responsiveness and a modern municipal digital relationship with residents and stakeholders, the Municipality seeks to procure an integrated Citizen-Centric Municipal Digital Services Platform that includes a citizen portal, customer relationship management (CRM), workflow and case management, mobile application capability, notifications, reporting and modular e-services.

This TOR and BRS are intentionally structured as a phased platform specification. Phase 1 is prioritised as the E-Recruitment module because recruitment is an immediate need and provides a manageable entry point to establish platform capability, identity, workflow, document handling, reporting, mobile-responsiveness and citizen/applicant interaction patterns. Subsequent phases will extend the same platform into other municipal digital services such as complaints management, service requests, citizen queries, appointments, public participation and service notifications.

The benefit of this approach is that the Municipality invests in a reusable digital foundation rather than in isolated point solutions. It allows recruitment to be implemented first without losing sight of the bigger digital service vision. The successful bidder must therefore provide both a Phase 1 implementation approach and a scalable multi-phase roadmap.

Part A: Terms of Reference (TOR)

1. Background and Strategic Context

Thulamela Local Municipality is pursuing improved smart administration, good governance, public participation and municipal transformation in support of its long-term vision and service delivery mandate. The Municipality's planning and governance context supports the establishment of digital platforms that improve access, responsiveness, accountability and operational efficiency.

The Municipality now requires a combined digital platform that can serve as a single front door for digital interaction with residents, applicants, businesses and stakeholders, while supporting internal workflow routing, customer relationship management, case handling, document management and reporting.

2. Purpose of this TOR

- Define the scope, objectives, deliverables and service expectations for the procurement of a modular citizen-centric digital services platform.
- Establish a phased implementation approach with E-Recruitment as the Phase 1 priority module.
- Provide vendors with detailed requirements for current and future modules on a common platform.
- Enable fair bid evaluation and provide a baseline for contract management and implementation governance.

3. Procurement Intent

The Municipality intends to procure an integrated platform with the following strategic characteristics:

- Citizen-centric by design, with web and mobile engagement capability.
- Built around a municipal CRM and case/workflow engine.
- Modular, so that Phase 1 can focus on E-Recruitment while subsequent phases extend to additional e-services without replacing the platform.
- Secure, auditable and compliant with municipal governance, privacy and records obligations.
- Capable of integration with municipal systems and future service channels.

4. Objectives

1. Establish a single digital platform for citizen and stakeholder interaction with the Municipality.
2. Implement E-Recruitment as the first production module in Phase 1.
3. Create a foundation for CRM-driven service requests, complaints, queries, appointments and public participation services in later phases.
4. Improve digital access, response times, auditability, data quality and communication across municipal functions.
5. Support future mobile application services and reusable workflows rather than procuring multiple disconnected systems.

5. Scope of Work

5.1 Overall Platform Scope

The E-Recruitment Ecosystem constitutes the primary deliverable of this engagement and shall encompass the following functional sub-components:

- Citizen web portal
- Municipal CRM/customer master/interaction history
- Case management and workflow engine
- Notification engine (email, SMS and push notifications where approved)
- Document and records handling capability
- Reporting and analytics dashboard capability
- Mobile application capability/framework
- Modular e-service architecture
- Security, audit trail and administration functions

5.1.1 Applicant Recruitment Portal

- Online vacancy browsing and application submission
- Curriculum vitae and supporting documentation uploads
- Applicant tracking with real-time status notifications via SMS and email
- Fully mobile-responsive interface accessible across all device classes

5.1.2 HR Management Dashboard

- Vacancy creation, approval workflows, and position management
- Candidate management and structured shortlisting tooling
- Automated interview scheduling and panel coordination
- Granular recruitment analytics and reporting

5.1.3 Executive Oversight Dashboard

- Real-time recruitment KPI monitoring and exception alerts
- Compliance reporting with legislative alignment indicators
- Audit reporting with full evidentiary trail
- Departmental comparative analytics

5.1.4 Workflow and Automation Engine

- Automated application routing and approval hierarchy management
- Configurable escalation workflows and SLA tracking

- Rule-based notification and reminder engine

5.1.5 Omnichannel Communication Layer

- Email integration with institutional mail servers
- SMS gateway integration for applicant and internal notifications
- WhatsApp Business API notifications
- Internal workflow alert and messaging system

5.2 Phase 1 Scope (Mandatory)

Phase 1 shall implement the E-Recruitment module on the common platform. Phase 1 is mandatory and forms the minimum procurement baseline.

- Vacancy requisition and approval
- Vacancy publication and careers portal
- Applicant registration and online applications
- Screening, shortlisting and interview scheduling
- Candidate communication and status tracking
- Verification and appointment workflow
- Recruitment reporting, dashboards and audit trails
- Configurability for future re-use of platform capabilities

5.2.1 Municipal CRM Ecosystem

The CRM ecosystem shall serve as the central operational hub for municipal administration and must support the following capabilities:

- Comprehensive case management with lifecycle tracking
- Stakeholder and community relationship management
- Configurable departmental workflow orchestration
- Omnichannel communication integration
- SLA definition, monitoring, and breach management
- Multi-tier escalation workflows with automated routing
- Integrated reporting, analytics, and performance dashboards
- Task management with assignment, prioritisation, and resolution tracking
- Internal approvals and authorisation workflows
- Citizen engagement portals and self-service capabilities

5.3 Dashboards and Analytics

The solution must deliver a layered analytics architecture spanning executive, departmental, and operational levels:

- Executive dashboards with real-time institutional KPI visibility
- Departmental performance dashboards with configurable metrics
- Operational reporting for day-to-day process management
- Compliance analytics aligned to MFMA and regulatory requirements
- Service delivery analytics measuring citizen-facing performance
- Audit trail visibility and retrospective forensic reporting

5.4 Technical Architecture Requirements

The proposed technical architecture must be enterprise-grade, cloud-ready, and compliant with the Municipality's ICT governance framework. The following architectural layers are prescribed:

5.4.1 Front-End Components

- Responsive web portal accessible on desktop and mobile devices
- Role-differentiated user interfaces for applicants, HR administrators, and executives

5.4.2 Middleware and Integration Layer

- RESTful API gateway supporting third-party integrations
- Active Directory and LDAP integration for single sign-on
- Webhook and event-driven messaging for real-time data exchange

5.4.3 Back-End Infrastructure

- Centralised relational and document-oriented database management
- Configurable workflow and business rules engine
- Scalable analytics and reporting engine

5.4.4 Security Framework

- Role-based access control (RBAC) with least-privilege enforcement
- Data encryption in transit (TLS 1.3 minimum) and at rest (AES-256)
- Multi-factor authentication (MFA) for all privileged accounts
- Automated backup, business continuity, and disaster recovery protocols
- Comprehensive audit logging with tamper-evident records

5.5 Future Phases (Indicative / Optional but required as roadmap)

- Citizen complaints and service request management
- General municipal query management / contact centre logging
- Appointments and bookings
- Public participation submissions and notices
- Community service requests and notifications
- Selected permits / applications / forms
- Supplier / stakeholder self-service (optional future)
- Integration to billing, GIS or field operations (optional future)

6. Contracting Model

Bidders must price the platform in a phased and modular manner. Phase 1 pricing must be separated from future phase options.

The Municipality reserves the right to award Phase 1 only, or Phase 1 plus approved future phases, subject to budget, approvals and actual municipal priorities.

The selected platform must not lock the Municipality into procuring future modules exclusively from the vendor without transparent commercial terms. Bidders must disclose licensing, module dependency and extensibility assumptions.

7. Mandatory Bidder Submission Requirements

- Company registration and good standing details.
- Public sector and preferably municipal platform implementation experience.
- At least three reference clients for CRM / workflow/citizen engagement/recruitment or similar solutions.
- Detailed compliance response to this specification.
- Product architecture, hosting model and security overview.
- Phased implementation plan clearly showing Phase 1 and indicative future phases.
- Support model, SLA and escalation paths.
- Pricing schedule by phase, module and recurring cost component.
- Assumptions, exclusions, third-party dependencies and optional elements clearly stated.

8. Recommended Evaluation Framework (for SCM finalisation)

Functionality Criterion	Recommended Weight (%)	Assessment Focus
Platform fit for citizen-centric municipal services	20	CRM, portal, workflow and modularity
Phase 1 E-Recruitment compliance	25	Depth of recruitment functionality and readiness
Technical architecture and scalability	15	Hosting, security, integrations, extensibility
Municipal / public sector experience	10	Relevant references and complexity handled
Implementation methodology and roadmap	10	Phase approach, governance and timeline
Training and change management	5	Role-based training, adoption and handover
Support and SLA	10	Service desk, maintenance, uptime and escalation
Reporting, dashboards and mobile capability	5	Insights, analytics, future readiness and app approach

9. Governance and Project Structures

Governance Body	Suggested Composition	Primary Role
Project Steering Committee	Municipal Manager delegate, Corporate Services, HRM, ICT, Community Services, Planning, Technical, CFO delegate, SCM	Strategic direction, approvals and escalations
Phase 1 Working Group	HRM, ICT, recruitment process owners, vendor PM	Detailed design and delivery of e-recruitment
Platform Working Group	ICT, service owners for future modules, vendor architect	Platform roadmap, dependencies and standards
UAT Team	HR users, ICT and nominated business users	Scenario testing and acceptance recommendation

10. Deliverables

- Inception report and confirmed phased project plan
- Requirements confirmation and solution design documents
- Configured Phase 1 E-Recruitment module on the common platform
- Platform architecture and roadmap for future modules
- Configured reports, dashboards and templates
- Environment setup, testing artefacts and go-live pack
- Training material, user guides and support documentation
- Hypercare and support transition deliverables

Part B: Business Requirements Specification (BRS)

11. Business Problem Statement

The Municipality requires an integrated digital platform to engage residents, applicants and stakeholders in a more responsive and transparent manner while also supporting internal workflow and accountability. Point solutions do not provide a sustainable digital architecture for this need.

The immediate pain point is recruitment, which is why E-Recruitment is prioritised as Phase 1. However, the Municipality also requires CRM capability, a digital front door, reusable workflows and mobile enablement for future citizen-facing services.

12. Target Operating Concept

Layer	Purpose	Examples
Front Office	Citizen / applicant interaction channels	Web portal, mobile app, notifications, contact logging
Middle Office	Relationship and process orchestration	CRM, case management, workflows, document handling, reporting
Back Office	Operational systems and integrations	HR, records, email, directory, future billing/GIS interfaces

13. Business Outcomes

6. Provide a single digital front door for municipal interactions.
7. Improve applicant and citizen experience through online self-service and status visibility.
8. Create a central CRM and interaction history capability.
9. Enable reusable workflows for multiple municipal services over time.
10. Reduce manual administration and improve auditability and records management.
11. Create the basis for a municipal app and notifications-driven citizen engagement model.

14. Platform Modules

Module	Phase	Status / Intent
E-Recruitment	Phase 1	Mandatory for immediate implementation
Citizen CRM	Phase 1 foundation / Phase 2 operational expansion	Required as platform capability
Citizen Portal	Phase 1 foundation	Required for applicant/citizen access
Mobile App	Phase 1 foundation / Phase 2 feature expansion	Required as platform capability and rollout option
Complaints / Service Requests	Phase 2	Future service module
General Queries / Contact Centre Logging	Phase 2	Future service module
Appointments / Bookings	Phase 2 or 3	Optional expansion
Public Participation	Phase 2 or 3	Optional expansion
Other E-Services	Future	Roadmap-required capability

15. Phase 1 Functional Requirements – E-Recruitment

15.1 Vacancy Requisition and Approval

- Allow authorised managers to create requisitions for vacancies.
- Validate against approved establishment and required supporting documentation.
- Route approvals according to delegations and configured municipal workflow rules.

- Generate unique vacancy/requisition references and full audit trail.

15.2 Careers Portal and Vacancy Publication

- Publish approved vacancies to the citizen portal/careers portal.
- Support role descriptions, requirements, closing dates and application instructions.
- Support internal, external or combined advertising models.
- Allow future re-use of portal patterns for non-recruitment services.

15.3 Applicant Registration and Online Applications

- Enable secure applicant registration and profile management.
- Allow document uploads, declarations and vacancy-specific applications.
- Provide mobile-responsive application capability.
- Provide acknowledgement and application status tracking.

15.4 Screening and Shortlisting

- Support configurable minimum requirements, knockout questions and structured screening.
- Support shortlist panel workflows, scoring and reasons for exclusion.
- Maintain an auditable trail of decisions and comments.

15.5 Interview and Assessment

- Schedule interviews and send invitations.
- Support panel scoring, moderation and ranking.
- Support digital interview packs and assessment records.

15.6 Verification and Appointment

- Manage qualification, identity, reference and other required checks.
- Control progression to appointment based on mandatory checks and approvals.
- Generate recommendation and appointment documents from templates.

15.7 Recruitment CRM and Communications

- Keep a full applicant communication history.
- Allow reminders, outcome notices, interview invites and regrets.
- Provide applicant self-service status visibility and notification logging.

15.8 Recruitment Reporting

- Dashboards for vacancy status, cycle time, volumes and bottlenecks.
- Audit reports, user activity logs and compliance reports.
- Export to PDF, Excel and CSV.

16. Foundational Platform Requirements (Must exist from Phase 1 even if future modules are not yet activated)

16.1 Citizen Portal Foundation

- Single public-facing portal architecture for applicants and future citizens / stakeholders.
- Profile management, notifications, request status capability and content publishing.
- Responsive design suitable for web and mobile access.

16.2 CRM Foundation

- Store person / party records, interaction history, communication log and case references.
- Support applicants in Phase 1 and citizens / businesses in later phases.

- Role-based visibility and data privacy controls.

16.3 Workflow Foundation

- Configurable workflow engine reusable for recruitment and future service requests.
- Escalations, SLAs, task routing and approvals.
- Auditability and exception handling.

16.4 Mobile App Foundation

- Mobile application framework or capability forming part of the platform offering.
- At minimum, vendor must demonstrate how Phase 1 applicant-facing services can be consumed on mobile and how future citizen services can be activated via app without platform replacement.
- Push notification capability preferred.

16.5 Document and Records Foundation

- Attach, store and retrieve documents by entity / case / application.
- Metadata, access controls, retention and audit trail support.
- Support for official municipal records handling.

17. Future Phase Functional Requirements (Roadmap and architecture must cater for them)

17.1 Complaints and Service Requests

- Citizens must be able to lodge complaints and service requests through portal and mobile channels.
- Cases must be categorised, routed, tracked and escalated.
- Photo, location and evidence attachments should be supported in future phases.

17.2 General Municipal Queries

- Log and track walk-in, contact centre, email and portal queries.
- Provide citizen communication history and resolution tracking.

17.3 Appointments and Bookings

- Support bookings for selected services or consultations.
- Provide reminders and rescheduling capability.

17.4 Public Participation and Notices

- Support digital publication of notices, engagements and submissions.
- Allow citizens to submit feedback or responses where approved.

17.5 Additional E-Service Forms

- Future online applications, permit requests or digital forms should be configurable on the same platform.
- Form and workflow configuration should not require a new platform investment.

18. User Roles

Role	Phase 1 Relevance	Future Relevance
System Administrator	Manage platform users, roles and settings	Manage all modules and environments
HR Administrator / Recruitment Officer	Primary Phase 1 user	May continue for recruitment only
Hiring Manager / Panel User	Phase 1 recruitment process user	N/A or limited future use
Citizen / Applicant	External Phase 1 portal user	Future citizen portal/app user

CRM / Case Officer	Limited in Phase 1 foundation	Primary future citizen service user
Contact Centre / Front Desk User	Optional in Phase 1	Primary future logging and support role
ICT Administrator	Phase 1 technical support and integration	Platform-wide technical ownership
Auditor / Read-Only Reviewer	Access reports and audit trails	Platform governance oversight

19. Non-Functional Requirements

19.1 Security and Access Control

- Role-based access control and segregation of duties.
- MFA support for privileged users.
- Encryption in transit and at rest.
- Audit logs for all critical actions.

19.2 Privacy and POPIA

- Privacy notice, consent capture where required and controlled access to personal data.
- Data retention, minimisation and secure disposal controls.
- Operator/subprocessor transparency for hosted services.

19.3 Performance and Scalability

- Support for peak recruitment volumes in Phase 1.
- Scalable to future citizen transaction volumes and modules.

19.4 Availability and Continuity

- Target availability of at least 99.5% during agreed service windows.
- Backup, recovery and disaster recovery capability with stated RPO/RTO.

19.5 Usability and Accessibility

- Simple user journeys for applicants and future citizens.
- Mobile-friendly and low-bandwidth considerate design.

19.6 Configurability

- Workflow, forms, templates and service categories must be configurable for future phases without major redevelopment.

20. Technical Architecture Requirements

- Browser-based, modular architecture with API-ready integration capability.
- Separation of environments: DEV, TEST, UAT and PROD.
- Public portal layer, application/workflow / CRM layer and data layer.
- Support for web and mobile channels on the same platform foundation.
- Ability to enable additional modules without procuring a new core platform.

21. Integration Requirements

- Municipal identity/directory service for internal users where feasible.
- Municipal email platform and notification services.
- Municipal website integration for portal publishing or redirection.
- HR and records systems at least for Phase 1 hand-offs where approved.
- Future support for other service systems such as billing, GIS or contact centre tools.

In addition to the core CRM and recruitment capabilities, the Municipality requires that the proposed solution incorporate or integrate with a comprehensive Integrated Data and Intelligence Platform. This platform directly addresses the challenge of fragmented institutional data by establishing a single, authoritative source of operational and financial truth across all systems.

The platform is structured around three interdependent functional pillars, each of which must be demonstrably deliverable by the bidder as either a native component or a formally certified integration:

Pillar I Universal Data Hub and Enterprise Data Warehouse

The data hub must ingest structured and unstructured data from heterogeneous source systems, including relational databases, document stores, ERP platforms, legacy operational systems, and third-party APIs, without requiring rip-and-replace replacements of existing infrastructure. Core capabilities include:

- Normalisation of ingested data into a canonical golden-record layer
- Automated conflict resolution and deduplication at the point of ingestion
- Scalability to enterprise data volumes with no degradation in query performance
- Support for real-time and scheduled data pipeline execution
- Full data lineage tracking from source system to reporting layer

Pillar II Intelligent Reporting and Business Intelligence

The reporting layer must transcend conventional scheduled batch exports and provide live, certified reporting across financial, operational, and regulatory domains. Requirements include:

- Annual financial statements and management accounts generated from consolidated data
- Operational and KPI dashboards with drill-down capability to transactional level
- Regulatory and compliance reports aligned to MFMA, POPIA, and sector-specific frameworks
- On-demand custom report generation accessible to authorised users without technical intermediaries
- Every report underpinned by a complete, immutable audit trail

Pillar III AI-Powered Document and Records Management Hub

The document and records management component must govern the complete institutional information lifecycle, from creation through to retention compliance and eventual disposal. Prescribed capabilities include:

- AI-powered document capture, automated classification, and intelligent metadata tagging
- End-to-end document lifecycle management including version control and approval workflows
- Automated retention scheduling and disposal rules aligned to legislative requirements
- Instant retrieval via intelligent search across all document classes and metadata fields
- Full audit trail on every document event, recording the user, action, timestamp, and version
- Agentic learning capability enabling the system to continuously improve classification accuracy

The integration of this platform with the Municipal CRM Ecosystem will deliver a unified institutional intelligence environment in which financial reporting, operational management, citizen service delivery, and document governance are governed from a single, coherent digital infrastructure, eliminating the manual reconciliation burden that currently constrains the Municipality's administrative capacity.

22. Data and Records Requirements

Data Domain	Phase 1 Requirement	Future Re-use
Applicant / Citizen Profile	Store applicant identity, contact and communication history	Expand to citizen / stakeholder master
Cases / Applications	Recruitment applications and workflow states	Complaints, queries and e-service cases
Documents	CVs, adverts, appointment records	Evidence, service documents and attachments
Audit Trails	User actions and recruitment events	All modules and service transactions
Reports	Recruitment operational dashboards	Cross-service dashboards and citizen insights

23. Reporting Requirements

Report / Dashboard	Phase 1 Mandatory	Future Use
Recruitment pipeline dashboard	Yes	Recruitment only
Vacancy cycle time report	Yes	Recruitment only
Applicant communication log	Yes	May evolve into citizen communication history
Audit trail report	Yes	All future modules
CRM interaction dashboard	Foundation only in Phase 1	Full use in future phases
Service request/complaint dashboard	No	Future phase

24. Implementation Approach

24.1 Phase 1 – E-Recruitment Implementation

12. Platform foundation setup
13. Portal and applicant profile capability
14. Recruitment workflow configuration
15. Templates, reports and dashboards
16. Testing, training and go-live

25. Indicative Timeline

Phase	Indicative Duration	Notes
Phase 1 Discovery and Design	3–5 weeks	Includes platform and recruitment requirements confirmation
Phase 1 Build and Configuration	6–10 weeks	Platform foundation and e-recruitment module
Phase 1 Testing and Training	3–5 weeks	Includes UAT and readiness
Phase 1 Go-Live and Hypercare	2–4 weeks	Recruitment goes live on platform
Future Phases	To be scheduled	Subject to approvals, budget and priorities

26. Acceptance Criteria

- Phase 1 recruitment scenarios pass UAT and agreed defects are resolved or accepted under concession.
- The platform foundation for portal, CRM, workflow and reporting is demonstrably in place.
- Security, access control, privacy and audit trail requirements are demonstrated.
- Training and handover are completed.
- Roadmap and extensibility for future phases are clearly documented and accepted.

27. Risk Register – Initial View

Risk	Impact	Mitigation
Platform procured as de facto point solution	Future services cannot be added efficiently	Require modularity and roadmap evidence
Phase 1 consumes all design effort without future foundation	Costly rework later	Mandate foundational CRM/portal/workflow capability in Phase 1
Over-customisation during recruitment phase	Complex support and high cost	Prefer configuration and common services
Poor adoption by internal and external users	Low realised value	Training, change management and simple UX
Insufficient integration and records design	Audit and operational gaps	Early architecture review and records requirements validation

28. Pricing Schedule Requirements

- Separate pricing for platform foundation, Phase 1 recruitment module and each future module/phase.
- Separate once-off implementation, licensing/subscription, hosting, support and optional costs.
- Rate card for future configuration/change requests.
- Five-year indicative total cost of ownership preferred.

29. Vendor Compliance Matrix Instructions

Bidders must respond to each requirement using the following codes and provide comments/evidence:

Response Code	Meaning
C	Comply out-of-the-box
CR	Comply through configuration
CU	Comply through customisation
TP	Comply through third-party integration/component
NC	Does not comply
NA	Not applicable (must be justified)

30. Conclusion

This TOR/BRS defines a broader municipal digital service platform while preserving E-Recruitment as the immediate Phase 1 priority. It gives Thulamela Local Municipality a practical path to address an urgent operational need without losing the longer-term digital service vision.

The successful bidder must therefore demonstrate both immediate recruitment capability and a credible, reusable, citizen-centric platform foundation capable of supporting future municipal digital services and a mobile application.

31. Evaluation Criterion 1

Functionality will be scored out of 100%, and bidders scoring below 70% will not be considered for further evaluation.

Evaluation Criterion (Relevant degree is 3years IT, BCom, & related)		**Total Points Allocated**
Project Personnel (Qualifications and Curriculum Vitae)		**55**
SABSA Certificate; 10 or more years of enterprise implementation lead and governance, experience on comparable projects, with relevant Degree.	20	
CISSP Certification; 0 to 5 years of Cybersecurity experience.	*15*	
Project Manager, Project Management Certificate (PMP/Prince 2); 4 to 7 years of enterprise implementation experience, with relevant Degree.	10	
Implementation and Training Lead, demonstrated municipal or public sector facilitation and transformation experience & IT degree or equivalent; 0 to 5 years in comparable roles with relevant degree	*5*	
Support and Technical Implementation Team experience, & IT degree or equivalent; 2 or more years of relevant technical experience	*5*	
Implementation Methodology		**25**
Structured implementation methodology with milestones and quality gates	5	
Demonstrated understanding of the municipal operating environment	5	
Governance and compliance approach, including POPIA and MFMA alignment	5	
Change management strategy and structured training programme	5	
Support and sustainability model for the post-implementation period	5	
Relevant Implementation Experience		**10**
Two or more formal reference letters on official Letterhead from similar projects confirming comparable implementations ***–[5 each]***	*10*	
Solution Demonstration Document		**10**
Comprehensive and professionally presented demonstration document covering all prescribed modules in line with ***Paragraph 5***	10	
Partially presented demonstration document with significant gaps	5	
TOTAL		**100**

Thulamela Local Municipality reserves the right to accept or reject any bid, in whole or in part, without providing reasons, in accordance with applicable procurement legislation.

ADDITIONAL CRITERION THAT MAY BE USED FOR FURTHER EVALUATION

Annexure A: Suggested Phase 1 Demonstration Script

17. Create and approve a vacancy requisition.
18. Publish a vacancy to the portal.
19. Register an applicant and submit an application.
20. Perform screening and shortlisting.
21. Schedule interviews and capture scores.
22. Show applicant communications and dashboard reporting.
23. Demonstrate the CRM / portal/workflow foundation and how future services would be activated.

Annexure B: Suggested Future-Service Demonstration

24. Demonstrate how a citizen complaint can be configured on the same platform.
25. Demonstrate future app usage or app framework for issue logging and notifications.
26. Show reuse of profiles, cases, workflows, reports and notifications across services.

Annexure C: Suggested UAT Scenarios for Phase 1

Scenario ID	Scenario Description	Expected Outcome
UAT-01	Create and approve vacancy requisition	Configured workflow routes correctly
UAT-02	Applicant submits online application	Acknowledgement and profile history are created
UAT-03	HR screens using minimum criteria	Outcome and reasons are recorded
UAT-04	Interview process is completed	Scores and moderation are stored
UAT-05	Generate recruitment dashboard	Operational report is correct
UAT-06	Demonstrate platform foundation	Portal, CRM and workflow capability are visible for future use

Annexure D: Suggested Future Phase Roadmap Template

Future Workstream	Purpose	Indicative Timing
Citizen complaints/service requests	Improve responsiveness and issue tracking	Phase 2
Citizen mobile app expansion	Broader mobile engagement and notifications	Phase 2/3
Appointments / bookings	Digital scheduling of selected services	Phase 2/3
Public participation	Submissions, notices and interactions	Phase 2/3
Additional e-services	Modular municipal forms and workflows	Future

Thulamela Local Municipality reserves the right to accept or reject any bid, in whole or in part, without providing reasons, in accordance with applicable procurement legislation.

32. Reference

The following is a statement of similar work carried out by the company/ies in the last five (5) years:

Employer, Contact person and telephone number	Description of contract	Value of work inclusive of VAT (Rand) if applicable	Date Completed