



Knysna

Municipality ♦ Munisipaliteit ♦ uMasipala
INCLUSIVE. INNOVATIVE. INSPIRED.

TENDER DOCUMENT

TENDER NUMBER:		T 07 of 2026/27	
TENDER DESCRIPTION:		PROVISION OF WEB-BASED PERFORMANCE MANAGEMENT SYSTEM, COMPLIANCE MANAGEMENT SYSTEM AND PROFESSIONAL SERVICES FOR KNYSNA MUNICIPALITY	
CLOSING TIME:	12H00	CLOSING DATE:	12 AUGUST 2026
Tender Box at: SUPPLY CHAIN MANAGEMENT UNIT FINANCE BUILDING, QUEEN STREET KNYSNA 6570		NB: 1. All bids must be submitted on the official forms – (not to be re-typed) 2. Bids must be completed in black ink in writing. 3. Scanned bid document in the USB must be submitted. 4. No bids will be considered from persons in the service of the state	
Name of Bidder:			
Tendered Amount:			
B-BBEE Status Level of Contributor:			
Preference Points Claimed:			
CSD Supplier number			
CSD Unique reference number			
B-BBEE certificates submitted with the bid document MUST be VALID ORIGINAL BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES			
Signature of Knysna Municipality Officials at Tender Opening		1.	
		2.	

KNYSNA MUNICIPALITY									
TENDER NOTICE AND INVITATION TO BID									
DETAILS OF TENDERER									
NAME OF BIDDER:									
TRADING AS (if different from above):									
STREET ADDRESS:									
		City/Town		Code					
POSTAL ADDRESS:									
		City/Town		Code					
CONTACT PERSON:									
ENTERPRISE REGISTRATION NUMBER:			CIDB CRS NUMBER:	N/A					
TCS PIN			FACSIMILE NUMBER:						
E-MAIL ADDRESS:									
TELEPHONE NUMBER:			CELLPHONE NUMBER:						
HAS TAX COMPLIANCE STATUS PIN BEEN ATTACHED?				YES	NO				
HAS AN ORIGINAL OR CERTIFIED COPY OF A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1)				YES	NO				
HAS THE DECLARATION BEEN COMPLETED AND CURRENT, ORIGINAL OR CERTIFIED MUNICIPAL ACCOUNTS BEEN ATTACHED? (MBD 15)				YES	NO				
DECLARATION									
I am duly authorised to represent the tenderer for the purpose of this tender and hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached document to the Knysna Municipality on the terms and conditions stipulated in this tender document and in accordance with the specification stipulated in the tender document.									
NAME (PRINT)				SIGNATURE					
CAPACITY				DATE					

 Knysna Municipality • Munisipaliteit • uMasipala INCLUSIVE. INNOVATIVE. INSPIRED.	KNYSNA MUNICIPALITY			
	TENDER NOTICE AND INVITATION TO BID			
	NOTICE NO:	1	DEPARTMENT:	DIRECTORATE: OFFICE OF THE MUNICIPAL MANAGER
ADVERTISED IN:	KNYSNA-PLETT HERALD, ACTION ADS, MUNICIPAL NOTICE BOARD, MUNICIPAL WEBSITE, E-TENDER PORTAL			
BID NO:	T 07 OF 2026/27	PUBLISHED DATE:	09 July 2026	
Bids are hereby invited for (Tender Description):	PROVISION OF WEB-BASED PERFORMANCE MANAGEMENT SYSTEM, COMPLIANCE MANAGEMENT SYSTEM AND PROFESSIONAL SERVICES FOR KNYSNA MUNICIPALITY			
CLOSING TIME AND DATE:	No later than 12H00	On the Date:	12 AUGUST 2026	
	Bids will be opened immediately thereafter, in public at the Knysna Municipality, Supply Chain Management Unit, Finance Building, Queen Street, Knysna			
AVAILABILITY OF BID DOCUMENTS:				
Tender Documents will be available at no charge from the Knysna Municipality Website at www.knysna.gov.za (Website navigation is as follow: Do Business – Bidding Opportunities - Tenders – Current Tenders.).				
Tender documents can be downloaded from the Knysna Municipality website: www.knysna.gov.za at no cost. Website navigation is as follow: Do Business – Bidding Opportunities - Tenders – Current Tenders.		Tender documents can be downloaded from the Knysna Municipality website: www.knysna.gov.za at no cost. Website navigation is as follow: Do Business – Bidding Opportunities - Tenders – Current Tenders.		
Date Available:	09 July 2026	Non-refundable Documentation Fee:	N/A	
GENERAL BIDDING CONDITIONS:				
1. bids are to be completed in accordance with the conditions and bid rules contained in the bid document and supporting documents must be placed in a sealed envelope and externally endorsed with the bid number, description AND CLOSING DATE OF THE BID, and be deposited in the Bid Box, at the office of the Knysna Municipality, Supply Chain Management Unit, Finance Building, Queen Street, Knysna. . Bids may only be submitted on the bid documentation that is issued. The evaluation of this bid will be subjected to functionality scoring. Tenderers must achieve a minimum functionality score of 70% for functionality in order to be evaluated further. Bidders that achieve the minimum 70% for functionality will be invited for presentation to do system demonstration to the bid evaluation committee. The bidders are required to achieve a minimum of 70% in the system demonstration in order to be evaluated further on price and preference. The functionality criteria and weighting are set out in the tender document. Bids will be evaluated according to the 80/20 preference points system. The bids are subject to the Preferential Procurement Policy Framework Act 2000 and the Preferential Procurement Regulations 2022. The Municipality reserves the right to withdraw any invitation to bid and/or re-advertise or to reject any bid or to accept a part of it. The Municipality does not bind itself to accept the lowest bid or to award a contract to the Bidder scoring the highest number of points.				
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE AS DEFINED IN THE MUNICIPAL SUPPLY CHAIN MANAGEMENT REGULATIONS (GOVERNMENT GAZETTE NO 40553 DATED 20 JANUARY 2017)..				

Tenderers who are not yet registered are required to register on the Municipality's Accredited Supplier Database as well as the CSD. Application forms are obtainable from the official website – www.Knysna.gov.za .			
Preferential Procurement Point System Applicable	80/20	Local Content Requirement	N/A
CIDB Registration Required	Not Applicable		Validity Period 180 Days
Validity period	Notwithstanding the period of validity of bids as set out in the bid documents, Knysna Municipality reserves its right to extend the validity period, should you not be willing to hold your bid valid in all respects for further period as requested, it will lapse on expiry of the current validity period.		
Site Meeting/Information Session	Not Applicable		
ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:		ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:	
Section:	Office of the Municipal Manager	Section:	Supply Chain Management
Contact Person:	L. Petuna	Contact Person:	CY. Bezuidenhout
Tel:	Written Enquiries Only	Tel:	Written Enquiries Only
Email:	lpetuna@knysna.gov.za	Email:	cybezeidenhout@knysna.gov.za
AUTHORISED BY:		MUNICIPAL MANAGER	MR. B.M. NGUBO

Version 1.4

MBD 2

KNYSNA MUNICIPALITY TAX CLEARANCE CERTIFICATE REQUIREMENTS	
It is a condition of tender 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, before an award may be considered.	
1.	In order to meet this requirement bidders are required to complete in full the 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.	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 .
3.	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.
4.	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.
5.	In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
6.	Applications for Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website www.sars.gov.za .

KNYSNA MUNICIPALITY DECLARATION OF INTEREST			
1.	No bid will be accepted from persons in the service of the state*.		
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.		
3.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.		
3.1.	Full Name of bidder or his / her representative:		
3.2.	Identity number:		
3.3.	Position occupied in the Company (director, trustee, shareholder ²)		
3.4.	Company Registration Number:		
3.5.	Tax Reference Number:		
3.6.	VAT Registration Number:		
3.7.	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.		
3.8.	Are you presently in the service of the state*	YES / NO	
3.8.1.	If yes, furnish particulars.		
3.9.	Have you been in the service of the state for the past twelve months?	YES / NO	
3.9.1.	If so, 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 so, state particulars.		
3.11.	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES / NO	
3.11.1.	If so, state particulars.		
3.12.	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	YES / NO	
3.12.1.	If so, state particulars.		

3.13.	Is 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 so, 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 so, furnish particulars.		
4.	Full details of directors / trustees / members / shareholders:		
COMPLETION OF THE FOLLOWING INFORMATION IS COMPULSORY:			
Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number
CERTIFICATION			
I 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.			
NAME OF ENTERPRISE			
CAPACITY		DATE	
NAME (PRINT)		SIGNATURE	
¹ MSCM Regulations: "in the service of the state" means to be -			
a)	a member of – (i) any municipal council; (ii) any provincial legislature; or (iii) the National Assembly or the National Council of Provinces;		
b)	a member of the board of directors of any municipal entity;		
c)	an official or any Municipality or municipal entity;		
d)	an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);		
e)	a member of the accounting authority of any national or provincial entity; or		
f)	an employee of Parliament or a provincial legislature.		
² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.			

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

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

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

1. GENERAL CONDITIONS

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

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

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

a) The **80/20 preference point system** will be applicable in this tender.

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	90
BBBEE	10
Total points for Price and SPECIFIC GOALS	100

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim 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

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

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

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = 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.) NB: Valid BBBEE Certificate will be applied in order to allocate preference points. The 80/20 Preference points system is applicable in this tender.

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)
L 1	N/A	20	N/A	
L 2	N/A	18	N/A	
L 3	N/A	14	N/A	
L 4	N/A	12	N/A	
L 5	N/A	8	N/A	
L 6	N/A	6	N/A	
L 7	N/A	4	N/A	
L 8	N/A	2	N/A	
Non-compliant contributor	N/A	0	N/A	

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:
.....
.....
.....

KNYSNA MUNICIPALITY			
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES			
1.	This Municipal Bidding Document 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.		
2.	The bid of any bidder may be rejected if that bidder, or any of its directors have:		
2.1.	abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;		
2.2.	been convicted for fraud or corruption during the past five years;		
2.3.	wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or		
2.4.	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).		
3.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.		
3.1.	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).	Yes / No	
3.2.	If so, furnish particulars:		
3.3.	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	
3.4.	If so, furnish particulars:		
3.5.	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	
3.6.	If so, furnish particulars:		
3.7.	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	
3.8.	If so, furnish particulars:		
3.9.	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	
3.10.	If so, furnish particulars:		

4.	CERTIFICATION		
I, CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.			
NAME OF ENTERPRISE			
CAPACITY		DATE	
NAME (PRINT)		SIGNATURE	
WITNESS 1		WITNESS 2	

KNYSNA MUNICIPALITY	
CERTIFICATE OF INDEPENDENT BID DETERMINATION	
1.	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 <i>per se</i> prohibition meaning that it cannot be justified under any grounds.
2.	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: - take all reasonable steps to prevent such abuse; - 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 - 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.
3.	This Municipal Bidding Document 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.
4.	In order to give effect to the above, the following Certificate of Bid Determination must be completed and submitted with the bid:
CERTIFICATE OF INDEPENDENT BID DETERMINATION	
I, the undersigned, in submitting the accompanying bid:	
Bid Number:	T 07 of 2026/27
Description:	PROVISION OF WEB-BASED PERFORMANCE MANAGEMENT SYSTEM, COMPLIANCE MANAGEMENT SYSTEM AND PROFESSIONAL SERVICES FOR KNYSNA MUNICIPALITY
in response to the invitation for the bid ISSUED by the Knysna Municipality , do hereby make the following statements that I certify to be true and complete in every respect:	
certify, on behalf of (Name of Bidder):	
That:	
- I have read and I understand the contents of this Certificate; - I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect; - I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder; - 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; - 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: - has been requested to submit a bid in response to this bid invitation; - could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and - provides the same goods and services as the bidder and/or is in the same line of business as the bidder - The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding. - In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:	

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

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.

NAME (PRINT)		SIGNATURE	
CAPACITY		DATE	

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.

³Joint 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.

KNYSNA MUNICIPALITY				
CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES				
(To be signed in the presence of a Commissioner of Oaths)				
I, the undersigned, in submitting the accompanying bid, declare that I am duly authorised to act on behalf of:			(name of the enterprise)	
I hereby acknowledges that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Knysna Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.				
To the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.				
If the value of the transaction is expected to exceed R10 million (VAT included) I certify that the bidder has no undisputed commitments for municipal services towards any Municipality in respect of which payment is overdue for more than 30 days;				
PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER			MUNICIPAL ACCOUNT NUMBER	
FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:				
Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)
NB: Please attach certified copy(ies) of ID document(s)				
NB: Please attach copy(ies) of Municipal Accounts				
Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)				

Therefore hereby agrees and authorises the Knysna Municipality to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

NAME OF ENTERPRISE			
NAME (PRINT)			
CAPACITY			
SIGNATURE		DATE:	

COMMISSIONER OF OATHS Signed and sworn to before me at _____, on this _____ day of _____ 20__ by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience. COMMISSIONER OF OATHS:- Position: _____ Address: _____ Tel: _____	Apply official stamp of authority on this page:
---	---

Version 3.0

KNYSNA MUNICIPALITY	
GENERAL CONDITIONS OF CONTRACT	
1. DEFINITIONS	
The following terms shall be interpreted as indicated:	
"Closing time"	means the date and hour specified in the bidding documents for the receipt of bids.
"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.
"Contract price"	means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
"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.
"Countervailing duties"	are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
"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.
"Day"	means calendar day.
"Delivery"	means delivery in compliance of the conditions of the contract or order.
"Delivery ex stock"	means immediate delivery directly from stock actually on hand
"Delivery into consignees store or to his site"	means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
"Dumping"	occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
"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.
"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.
"GCC"	means the General Conditions of Contract.
"Goods"	means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
"Imported content"	means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
"Local content"	means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
"Manufacture"	means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
"Order"	means an official written order issued for the supply of goods or works or the rendering of a service.
"Project site"	where applicable, means the place indicated in bidding documents.
"Purchaser"	means the organization purchasing the goods.
"Republic"	means the Republic of South Africa.

"SCC"	means the Special Conditions of Contract.
"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.
"Supplier"	means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
"Tort"	means in breach of contract.
"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.
"Written" or "in writing"	means handwritten in ink or any form of electronic or mechanical writing.
2. Application	
2.1.	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2.2.	Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
2.3.	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
3. General	
3.1.	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
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 as far as may be necessary for purposes of such performance.
5.2.	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
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:
7.3.1.	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
7.3.2.	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 supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected 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 and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

10. Delivery

- 10.1. Delivery of the goods shall be made by the supplier in accordance with the documents and terms specified in the contract.
- 10.2. Upon receiving an order from the Knysna Municipality, the service provider must provide the Municipality's representative with a delivery schedule.
- 10.3. Delivery of the equipment will only be allowed on Monday to Friday between 07h30 and 12h00.

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

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
 - 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 13.1.4. 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
 - 13.1.5. 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: 14.1.1. 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; 14.1.2. in the event of termination of production of the spare parts: 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and 14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty
15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination. 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC. 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser. 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, 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 upon fulfillment of other obligations stipulated in the contract. 16.3. Payments shall be made by the purchaser no later than thirty (30) days after submission of an invoice, statement, 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 contract, 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 supplies 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 without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- 23.1.1. 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;
 - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
 - 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 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 purchase 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:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 23.6.2. the date of commencement of the restriction
 - 23.6.3. the period of restriction; and
 - 23.6.4. 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 antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force- Majeure
25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
26. Termination for insolvency
26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of Disputes
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, 27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and 27.4.2. the purchaser shall pay the supplier any monies due 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 wilful misconduct, and in the case of infringement pursuant to Clause 6; 28.1.1. 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 28.1.2. 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 Of 1998.
35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.
<i>General Conditions of Contract (revised July 2010)</i>

KNYSNA MUNICIPALITY	
TENDER SPECIFICATIONS	
TENDER NUMBER:	T 07 OF 2026/27
TENDER DESCRIPTION:	PROVISION OF WEB-BASED PERFORMANCE MANAGEMENT SYSTEM, COMPLIANCE MANAGEMENT SYSTEM AND PROFESSIONAL SERVICES FOR KNYNSNA MUNICIPALITY
1. BACKGROUND	
The establishment of performance management and development system and software application processes in the municipality necessitates the services of the successful bidder for a period of thirty-six (36) months.	
2. SCOPE OF WORK	
• Web Based electronic performance management system and related requirements for a period of thirty-six (36) months. • To establish an effective and efficient performance management, development system and software application within Knysna Municipality in terms of organisational and individual performance requirements. • Bids will be pre-evaluated on following criteria and bids that score less than 70 out of 100 points will be considered as non-responsive. Pre-evaluation criteria 1. Existence of company or legacy companies. 2. Relevant experience of company or legacy companies. 3. Previous municipal clients list/references. 4. Municipal clients obtaining clean audit status on the Audit of Pre-Determined Objectives whilst using the system. 5. Qualifications and level of experience of Project team leader. 6. Electronic System Functionality.	
3. KEY PERFORMANCE INDICATORS	
The following key performance indicators will be applicable to the successful bidder and will be measured at least on an annual basis to assess the performance: Availability of system at least 98% of the time per month. Standard: System availability at least 98% of the time per month. Target: 98% achievement. Proof of evidence: System logs. Attend to all requests timeously. Standard: Support provided on e-mail related queries attended to within 48 hours. Target: 48 Hours. Proof of evidence: Email response to enquiry.	
4. RESPONSE	
The major requirements, main features and functional specifications of the envisaged System are detailed below for the Tenderer's response.	

Please respond by indicating, "COMPLY", "DO NOT COMPLY". The term "DO NOT COMPLY" must be applied if the solution does not 100% fit the description.

If Tenderers would like to provide comments or qualify "DO NOT COMPLY" answers, please use a separate annexure to the bid document and PLEASE CLEARLY indicate the point for comment or qualification as referenced in your point-by-point response.

5. ORGANISATIONAL AND INDIVIDUAL PERFORMANCE MANAGEMENT SYSTEM AND SPECIFICATIONS

Refer to section 17

6. APPLICABLE LAWS AND REGULATIONS

The successful service provider must adhere to the following legislation but this does not exclude any other legislation that may be relevant to this bid.

6.1. Supply Chain Management (SCM) Regulations

6.2. Preferential Procurement Regulations, 2022 as amended

6.3. Knysna SCM Policy

7. SPECIFICATION REQUIREMENTS

8. ESTIMATED QUANTITIES REQUIRED

Refer to the pricing schedule for required quantities

9. OCCUPATIONAL HEALTH & SAFETY REQUIREMENTS

No specific requirements

10. RETENTION

N/A

11. QUALITY AND QUANTITY

N/A

12. KEY PERFORMANCE INDICATORS

Quality of product as stipulated in the Specifications of this document.

The Service Provider will be notified if the KPI's are not met.

If the Service Provider cannot submit satisfactory reasons why the KPI's was not met, the contract may be canceled and the Service Provider might be blacklisted.

13. PRICING REQUIREMENTS

Tender prices must be in ZAR Currency (Rand).

Bid prices must be inclusive of all applicable taxes.

Any additional features specified in the specifications shall not be quoted as extras; they must be included in the bid price.

Bids must remain valid for a period of 180 days after the closing date of the bid. Notwithstanding the period of validity of bids as set out in the bid documents, the Municipality reserve the right to request validity extension. Failure of bidder/s to accept or confirm the bid validity extension period on or before the stipulated date, it will be accepted that there are no objections to the extension of the bid validity period.

14. EVALUATION

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

All tenders received shall be evaluated in accordance with the Municipal Finance Management Act, Act 56 of 2003 (read with its accompanying supply chain management regulations), Knysna SCM Policy, and the Preferential Procurement Policy Framework Act, Act 5 of 2000 (read with its accompanying regulations).

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

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

15. DEFINITION OF TERMS

None

16. ABBREVIATIONS

SCM	Supply Chain Management
SANS	South African National Standards
MBD	Knysna Municipality Bidding Document
VAT	Value-Added-Tax
A/T	All Terrain
Km	Kilometer

17. ORGANISATIONAL AND INDIVIDUAL PERFORMANCE MANAGEMENT SYSTEM AND SPECIFICATIONS

5.1 ORGANISATIONAL PERFORMANCE MANAGEMENT SYSTEM

No	Description	Comply	Do not comply	For proof of compliance provide reference page number
5.1.1	Clear alignment to the comments of MFMA circular 13 on SDBIP: - Monthly projections of revenue to be collected for each source. - Monthly projections expenditure (operating and capital) and revenue for each vote. - Quarterly projections of service delivery targets and performance indicators for each vote. - Ward information for expenditure and service delivery. - Detailed capital works plan broken down by ward over three years			
5.1.2	Clear segregation of Top Level and Departmental SDBIP.			
5.1.3	Capability to link indicators to the Strategic Objectives of Local, Provincial and National Government.			
5.1.4	Capability to link indicators to the Risks, Turnaround plans or other strategic plans.			
5.1.5	Capability to link indicators to the segments of mSCOA (Funding, Function, Item, Regional Indicator, Municipal Standard Classification, Project and Costing).			
5.1.6	Ability to incorporate organizational structure in the updating and reporting processes as well as the segregation of these processes to designated users.			
5.1.7	Fields to report on Performance Comments and Corrective Measures (in cases of underperformance) per KPI.			
5.1.8	Ability to set deadlines for reporting on indications on a monthly basis.			
5.1.9	Automated Reminder E-mails to inform users of deadlines for reporting.			
5.1.10	Ability to report actual performance on KPIs in number, percentage or Rand value.			
5.1.11	Visual colour codes to indicate performance in relation to target.			
5.1.12	Customizable calculation types to calculate performance (eg. <i>Losses of less than 10%</i>).			

5.2 ORGANISATIONAL PERFORMANCE MANAGEMENT REPORTING

No	Description	Comply	Do not comply	For proof of compliance provide reference page number
5.2.1	System must allow for the viewing to performance in line with the structure of the organisation (<i>Municipal Manager must be able to see all reported performance, while Director Corporate Services must be able to view the performance of all department within the directorate</i>).			
5.2.2	Functionality to report via graphs per department and specified time period (<i>both bar and pie graphs</i>).			
5.2.3	Functionality to broadly customize reports and select various filter by fields.			
5.2.4	Option to generate reports Onscreen or in Microsoft Excel format.			
5.2.5	Must be able to generate reports suitable quarterly, mid-year and annual performance reports - MFMA Section 52, Section 72 and Section 46 of MSA			

5.3 INDIVIDUAL PERFORMANCE MANAGEMENT SYSTEM (If and when required)

No	Description	Comply	Do not comply	For proof of compliance provide reference page number
5.3.1	Set the dates of the key events of the evaluation periods for the financial year.			
5.3.2	Confirm the evaluation periods.			
5.3.3	Default settings for the performance plan			
5.3.4	Uploading of new plans: • Import from SDBIP. • Import from Non-SDBIP.			
5.3.5	Performance Plans that include both KPIs and Core Competencies.			
5.3.6	Ability to select from predetermined Core Competencies.			
5.3.7	Function to assign weights to KPIs.			
5.3.8	Library of indicators.			
5.3.9	Adding indicators and core competencies from previous year			
5.3.10	Adding new indicators.			
5.3.11	Adding new core competencies.			
5.3.12	Listing of individual performance plans and plan status in line with organisational structure.			
5.3.13	Option for self-evaluation by system & Non-system users.			
5.3.14	Option for evaluation by Manager.			

5.3.15	Evaluation template for non-system users			
5.3.16	Possible to maintain a list of quick entry tables which users can easily access.			
5.3.17	Users may have more than one role (e.g Module administrator, admin, manager).			
5.3.18	Different user names may be assigned to the same role.			
5.3.19	Designations may be an attribute of role (e.g. Chief Information Officer).			
No	Description	Comply	Do not comply	For proof of compliance provide reference page number
5.3.20	Provides for time restrictions, which escalate the work to another user or sends a message to a specified user should the work not be performed within the specified time limit.			
5.3.21	Alerts must be able to trigger the execution of actions (e.g. collecting information from a database, performing calculations, etc.).			
5.3.22	System must allow for the viewing to performance in line with the structure of the organisation (<i>Municipal Manager must be able to see all reported performance, while Director Corporate Services must be able to view the performance of all department within the directorate</i>).			
5.3.23	Allow for the upload of Performance Development Plans (PDP'S) in line with the guidelines/ format of COGTA.			
5.3.24	System capacity to accommodate users			

5.4 PERFORMANCE MODERATION

No	Description	Comply	Do not comply	For proof of compliance provide reference page number
5.4.1	Moderation at 3 levels.			
5.4.2	Allowing changes to scoring and performance comment.			
5.4.3	Printable moderation summary (PDF).			

5.5 REPORTING (EXCEL & PDF)

No	Description	Comply	Do not comply	For proof of compliance provide reference page number
5.5.1	Export of performance evaluation document for non-system users.			
5.5.2	Export of Performance Plans.			
5.5.3	Performance Status Report.			

5.5.4	Evaluation Status Report.			
5.5.5	Evaluation Score Report.			
5.5.6	Personal Development Plan Report.			
5.5.7	Functionality to report via graphs per department and specified time period (both bar and pie graphs).			
5.5.8	Functionality to broadly customize reports and select various filter by fields.			
5.5.9	Option to generate reports Onscreen, PDF and in Microsoft Excel format.			

5.6 PORTFOLIO OF EVIDENCE

No	Description	Comply	Do not comply	For proof of compliance provide reference page number
5.6.1	Saving of PDF, Word and Excel as attachments (max size 50mb).			
5.6.2	Saving of e-mails and attachments with metadata as a record			
5.6.3	Drawing of Reports in PDF and Excel.			

5.7. SECURITY/ARCHIVING/USER MANAGEMENT

No	Description	Comply	Do not comply	For proof of compliance provide reference page number
5.7.1	Access control can be determined at Module Administrator Level.			
5.7.2	Provides a log of every activity performed on a document and system.			
5.7.3	Profile history.			
5.7.4	Controls access rights to data for: ▪ Read only ▪ Create ▪ Update ▪ Delete			
5.7.5	Access control may be specified at: ▪ User level ▪ Group Level ▪ Role Level			

5.7.6	A process may be designed and changed by one or more specified owners of a process.			
5.7.7	An owner of a group may be able to view and perform the tasks of all members of the group.			
5.7.8	Login Attempt Report.			
5.7.9	User Activity Report.			
5.7.10	Disaster Recovery – Plan in place to roll-back data to specific point in time.			
5.7.11	Data to be backed up on a weekly basis.			
5.7.12	Testing of backup on regular intervals – at least monthly			
5.7.13	System availability reports			
5.7.14	System Updates and Maintenance reports			

5.8 SUPPORT AND RELATED MATTERS

No	Description	Comply	Do not comply	For proof of compliance provide reference page number
5.8.1	Ongoing support via a helpdesk and e-mail. Email responses within a 48-hour period			
5.8.2	Maintenance of updating modules to comply with legislative requirements.			
5.8.3	Hands-on support to implement performance management on senior management and individual staff as and when required.			
5.8.4	Training sessions to staff to effectively use the system.			
5.8.5	Ensuring adequate skills transfer to relevant municipal official			

5.9 PROFESSIONAL SERVICES (If and when required)

No	Description	Comply	Do not comply	For proof of compliance provide reference page number
5.9.1	Facilitation of performance reviews of the senior management teams.			
5.9.2	Upload of data.			
5.9.3	Ad-hoc Training.			
5.9.4	Drafting of SDBIP.			
5.9.5	Drafting of Integrated Development Plan.			
5.9.6	Drafting Annual Report			

The Municipality reserve the right to visit Municipalities listed to confirm compliance as claimed on: Section 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8 and 5.9

Provision of various hosted web-based electronic management systems for the following functions	
Electronic Performance Management System (PMS)	
Electronic organisational performance management system including an electronic system to manage the Service Delivery Budget Implementation Plan (SDBIP) and the Local Government Staff Regulations	a) Electronic web based organisational performance management system to be provided and hosted by the service provider; (b) Facilitate the management and reporting of the SDBIP; (c) The system must be able to integrate with the financial system and address all MSCOA requirements; (d) Drafting of the SDBIP's (if required); (e) Loading of the SDBIP; (f) Link indicators to the strategic objectives of Local, Provincial and National Government; (g) Link indicators to the risks or other strategic plans; (h) Link indicators to the segments of mSCOA (funding, function, item, regional indicator, municipal standard classification, project and costing); (i) Assistance during the mid-year to review the SDBIP and load the revisions (if required); (j) Training sessions to staff to effectively use the system; (k) System to allow for reports to be generated on the progress with the implementation of the SDBIP and for mitigation efforts; (l) Assistance during the quarterly organisational performance review process (if required) (m) Transfer of data from the current system to the new system, data setup and support (if required).
Performance agreements for senior management	(a) Electronic web based individual performance management system to be provided and hosted by the service provider; (b) Drafting of performance agreements that are electronically managed (if required); (c) Ensuring that performance agreements comply with all legislative requirements; (d) Facilitate the performance reviews of senior management (if required); (e) Provide hands on support for end year evaluations by attending the panel meetings, training and guiding the panel members, calculating the results and submitting a report on the evaluations to the municipality for tabling to the municipal council (if required); (f) Provide hands on support for mid-end year evaluations, if required by the municipality, by attending the panel meetings, training and guiding the panel members, calculating the results and submitting a report on the evaluations to the municipality for tabling to the municipal council (if required); (g) Make provision for assistance without having a formal panel as during mid-year evaluations. Preparing evaluations templates and assist with calculations (if required).

Performance Plans for all staff (if required)	(a) Populate set dates of key events, including evaluation periods for three years. (b) Develop and populate performance agreements for all individuals, excluding senior managers. The performance agreement must include a performance plan that contains the following: (i) Name, job title and the department of the staff member (ii) Objectives and targets; (iii) KPA's, their weightings and the target date for meeting the KPA. Ensure that KPA's relate to a staff member's functional area and must consist of not less and not more than 7 KPA's (iv) KPI's and performance standard for each KPI. Develop SMART KPI's for all staff members that are aligned to each individual staff member's line manager (v) Name and definition of the job specific competencies as derived from Annexure A of the municipal staff regulations (maximum of 6 competencies within a performance cycle), their weightings and the expected level of capability for each competency; (vi) A personal development plan prepared in compliance with the Workplace Skills Plan (vii) Performance plans aligned to the job description and organisation structure; and (viii) The process of monitoring and assessing performance, including the planned dates of assessment. (c) Alignment of performance agreements of individual staff members with the performance agreements with superiors (d) Assess, advise and guide: (i) Predetermined core competencies and align to relevant job descriptions; (ii) Job competencies and align to job descriptions; (iii) Assess job specific competencies and determine skills development gaps (iv) Qualifications and record of formal and informal training and experience; and (v) Long term and intermediate career goals (e) The revisions of the calculations of the outcomes of performance assessments (weightings and scores) (f) Maintain and update an accessible Library of KPIs (g) Provide early warning when under performance of KPIs are detected. In the case of underperformance reasons for underperformance and corrective measures per KPI must be recorded
--	--

	(h) Uploading and storage of portfolio of evidence, including e-mails and attachments with metadata as a record. (i) Set deadlines for reporting on indicators monthly (j) Generate e-mails to inform users of deadlines for reporting (k) Report on actual performance on KPIs in number, percentage of Rand value; (l) Performance agreement template including PDP and per MSR (m) Self-evaluation by system and non-system users; (n) Evaluation by line managers (o) An evaluation template for non-system users (Team based performance management); (p) A performance calendar with alerts that must be able to trigger the execution of actions (e.g. collecting information from a database, performance calculations, etc. (q) calculation of scores for performance assessment purposes, in line with applicable legislation (r) Provide for time restrictions, which escalates the work to another user or sends a message to a specified user should the work not be performed within the specified time limits (s) Skills module (based on competency framework) that is aligned to the Workplace Skills Plan and the requirements of the performance management system, to determine/review skills gaps, via personal development plans (PDPs) and provide functionality for skills audits, in line with the guidelines / format of CoGTA; (t) The following reports should be generated from the system: (i) Performance and evaluation status report; (ii) Evaluation score report; (iii) Personal Development Plan (PDP) report; (iv) Login attempt report;
--	---

Performance Plans for all staff (if required)	(v) User activity report; (vi) Monthly backup reports; and (vii) System updates and maintenance reports. (u) Assist in drafting of performance plans according to the Municipal Staff Regulations that are electronically managed: (i) Ensuring alignment between performance plans and the performance agreements of senior management; and (ii) Training to implement performance and facilitate processes as well as the processes and electronic evaluation of performance (v) Upload and store portfolios of evidence, including e-mails and attachments with metadata as a record (w) Allow for multiple users to have more than one role (e.g. module administrator, admin, manager); (x) Allow for different usernames to be assigned to the same role; (y) The system must incorporate all prescribed templates and documents in terms of applicable legislation, as well as provide for the development of new/alternative templates and documents, and where applicable, export documents in hard copy format. PERFROMANCE MODERATION (a) Facilitate the functioning of all regulated performance management related committees at organisational, departmental and individual levels. (b) Allow for outcomes of moderation committees to be populated electronically.
--	---

Performance Plans for all staff (if required)	
Electronic Compliance Management system	Electronic database to be provided and hosted of all legal required compliance matters; Electronic recording of compliance actions taken to ensure legal compliance; System to allow for reports to be generated on the compliance; System to allow the administrator to verify the evidence provided; Transfer of data from current system to new system; Setup and implementation of software; and Training on the use of the software;
Annual Reports (if required)	Compilation of the Annual Report; Provide templates to be completed by the municipality on all legally required information to be included the annual report; The municipality will submit the relevant information on the templates;

	Service provider to ensure that the report complies with all requirements and to validate the information; and Deal with auditor general enquiries in the annual report is referred to the service provider by the municipality.
Mid-year Reports (if required)	Formalise and preparing report for submission to the municipal council; The municipality will draft the section 72 report and it will be provided to the service provider to be included in the final report; and Service provider to ensure that the report complies with all legal requirements and to validate the information
SDBIP system descriptions (if required)	Facilitate sessions to draft the system description for the TL SDBIP KPI's; and Draft and submit the system description
Support and Related Matters	Provide for the transfer of data from current system to the new system in an appropriate format; Ongoing support via a helpdesk and per e-mail responding to all related requests within 48 hours; Reasonable means to ensure the security of data in the municipality's database (Comply with the ICT framework requires); Data to be backed up on a weekly basis; Maintenance and updating of modules to comply with minimum legislative requirements; Hands-on-support to implement performance management on senior management and individual staff as and when required;

	Training sessions to staff to effectively use the system as and when required; Assistance with the drafting and finalising of the Performance Management Policy Framework; and Ensuring adequate skills Transfer to relevant Municipal Officials.
--	--

6. GENERAL

- 1.1 It is the intention to appoint the successful tenderer for a contract period of thirty-six (36 months), to ensure the success of the project and to provide the municipality with the necessary business continuity and the building of institutional knowledge and capacity
- 1.2 The successful tenderer is to provide the necessary electronic software and support to assist with the management of municipal performance and related activities
- 1.3 **It is critical that the service provider to be appointed should have extensive proven experience of five (5) years minimum**, in all the items listed below and must therefore be able to provide references/written confirmation of all such projects successfully undertaken in the past, for each of the items listed below. Failure to provide sufficient evidence as well as contactable references will exclude tenderers from earning points for functionality criteria as listed hereunder
- 1.4 Submit data in a format that will assist with the implementation and continuous compliance with the Municipal Standard Chart of Accounts (mSCOA) Regulations, as prescribed by National Treasury (NT)
- 1.5 The system must make use of a trusted SSL certificate 256bit or better
- 1.6 The system must be compatible with Windows as provided in the latest builds of Windows.

7. FINANCIAL SYSTEM INTEGRATION & MSCOA

- 7.1 The bidder's program/system and/or data must be able to integrate with the municipal Financial System if required
- 7.2 Assist with audit queries, if applicable

7.3 Data and/or system must include all the required data fields as required by the municipality

7.4 Considering the constant change in financial reforms and reporting requirements, it would be the bidder's advantage if its system could add and/or delete data field as required

7.5 The bidder must have systems in place to ensure data is safely stored, secured and backed-up

7.6 Skills transfer through on-the-job training with the specific aim to empower, municipal staff to execute their duties unassisted

7.7 The data remains the property of the municipality and at the end of the contract the data must be handed over to the municipality

8. ICT REQUIREMENTS:

8.1 Municipal ICT Policy Compliance

The System must comply with the Knysna Municipality's ICT policy and procedures, and must:

- **Policy Measurement:** Constantly measure the environment against the existing Policies to ensure ongoing compliance.
- **Proactive Compliance:** Proactively ensure that all aspects of the system adhere to the relevant policies.
- **User Testing:** The service provider is responsible for testing the system and ensuring that users can successfully operate the software.

8.2 Service providers/vendors to produce reports that include (where possible), but not limited to, the following information:

- Service level performance statistics, with failures and consequences;
- Major events;
- Incidents logged and resolution;
- Capacity usage and growth trends;
- Change requests and status; and
- Details of charges and invoices.

8.3 Other report.

- Super User Activity Log: Log Report of Super User login activity and movements within the system.
- User Details Log - Log report of all changes made to the user details and module access.
- User report – What administrator created the user.
- Terminated users report - Stipulates all users that were terminated and by which administrator.
- The Password Activity Log report - Display password changes made by a single user and the Administrator.
- User Activity Log

8.4 System must be able:

8.2.1 to provide audit event log report in delimited csv or excel format per user

8.2.2 to provide administrative user for use by Municipal staff to manage other users and training

8.2.3 Must adhere to providing a quarterly log or issue report together with resolved times for our performance management compliance

8.5 The system must be compatible with the latest version of Microsoft Edge and at least one other widely used web browsers. The browser must be supported by the product owner for the duration of the term.

8.5 Provide the following reviews including resolving actions:

- a) Monthly Administrator Activity Review (Audit trail) as per ICT policies
- b) Quarterly User Account permission review as per ICT Policies; and
- c) Quarterly performance review in accordance with SLA as per ICT Policies

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

- a) Functionality to populate reports for specified and/or legislative time frames per Department/Division/Unit, inclusive of graphs;
- b) Monthly backup reports; and
- c) System updates and maintenance reports
- d) Functionality to broadly customize reports and select various filter by fields
- e) Option to generate reports onscreen/PDF/Microsoft suite format
- f) Provides a log of every activity performed in a document and system
- g) Access control must provide for: -Read only – Create – Update – Delete
- h) Access control must be specified at: -User Level – Group Level – Role Level
- i) Disaster recovery plan must be in place to retrieve data from a specific point in time.
- j) Data to be backed up daily
- k) Implementation of processes and programmes to ensure that all the data is always secured at not accessible by unauthorised parties

9. DATA

9.1 Municipality remains the owner of all data generated because of the Municipality using the Service Providers services

9.2 The successful service provider may be requested to supply data diagram and data flow charts

9.3 The service provider must have data protection mechanisms to protect data from unauthorised internal and external access

9.4 The file used for integration with the Financial system must at no point be assessable for human manipulation of tempering

10.SECURITY

10.1 Access must follow a “principle of least-privilege” approach, whereby all access is revoked by default and users are only access based on their specific requirements

10.2 A facility must exist for Reviewing user access permissions; and User and administrator activity monitoring.

10.3 The systems must establish an audit trail to log all attempts to alter or edit electronic record and their metadata

10.4 Access controls must protect records against unauthorised access and tampering

10.5 The system must ensure that electronic records, that must be legally admissible in court and carry evidential weight, are protected to ensure that they are authentic, nor altered or tampered with, auditable and produced in systems which utilize security measures to ensure their integrity

10.6 The Promotion of Access to Information Act, Act 2 of 2000, gives effect to the right to access personal information held by the Municipality and must be complied with.

11. APPLICABLE STANDARDS, SPECIFICATIONS AND REGULATIONS

11.1 Supply Chain Management Regulations

11.2 Knysna Municipality Supply Chain Management Policy

11.3 Preferential Procurement Regulations, 2022

11.4 Local Government Municipal Finance Management Act, Act 56 of 2003

11.5 Municipal Standards Charts of Accounts (mSCOA) Regulations

11.6 Local Government: Municipal Systems Act, Act 32 of 2000

11.7 Local Government: Municipal Planning and Performance Regulations, 2001

11.8 Local Government: Municipal Staff Regulations, 2021

12. ESTIMATED QUANTITIES REQUIRED

12.1 The quantities indicated in the pricing schedule may vary from the actual quantities required by the Municipality

12.2 Quantities might be reduced or increased depending on the available budget.

13. DELIVERY

13.1 Services will commence on a programme to be determined by the parties once the tender has been awarded;

13.2 System access must be available 7 days a week 365 days per year;

13.3 System downtime must not exceed 12 hours at a time; and

13.4 System issues to be resolved within 1 hour of a call being logged

14. EVALUATION

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

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

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

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

14.2.1 The evaluation will include verifying the tenderers compliance with the specifications, a special set of Pre-Qualification criteria as well as a Functionality Evaluation related to the proposed solution as well as the service provider's capacity to implement.

TENDER FUNCTIONALITY

1.This bid is subject to functionality scoring.

2.Bidders must obtain a minimum functionality scoring of 70 out of 100 points (70%) in order for bids to be marked as responsive. Bids that do not meet the minimum functionality scoring as indicated, will be regarded as non-responsive and not be evaluated further on testing of system technical functionality, price and preference points.

3.Applicable criteria:

CRITERIA	MAXIMUM SCORE	POINTS SCORED BY THE BIDDER
<u>Company years of Experience and relevant track record of similar scope, size and value (40 Points)</u> Company profile must have more than five years of relevant experience in the local spheres of Government and proof of contactable clientele references letters not older than five years must be attached as a proof of evidence. One reference letter Two reference letters	 5- Points 10 - Points	

CRITERIA	MAXIMUM SCORE	POINTS SCORED BY THE BIDDER
Three reference letters	15 – Points	
Four reference Letters	20 – Points	
Five reference Letters	25- Points	
Six reference letters	30 – Points	
Seven reference letters	35 – Points	
Eight reference letters	40 – Points	
<u>EDUCATIONAL QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL (20 Points)</u> Five Years of Experience of the Key Personnel and Qualification. Attach copy Qualifications and CV of Project Leader (ICT Project Management) or related relevant qualifications <i>Five years (CV) and B Degree (NQF7)</i> Five years (CV) and Honours Degree (NQF8) Five Years (CV) Masters (NQF9)	10 - Points 15 - Points 20 - Points	

CRITERIA	MAXIMUM SCORE	POINTS SCORED BY THE BIDDER
<u>Letters from current or previous clients confirming that the proposed system is capable of generating, maintaining, and retrieving complete and audit-ready records and supporting documentation, thereby ensuring that all information required for internal and external audit purposes is readily accessible upon request.(40) Points</u> 1 Client 2 – Clients 3 – Clients 4 – Clients 5- Clients 6 – Clients 7 – Clients 8 – Clients	5 - Points 10 - Points 15 - Points 20 - Points 25 - Points 30 - Points 35 - Points 40 - Points	
<u>Total (Bidders must achieve a minimum of 70% (70 out of 100 points) in order to proceed to the next stage of evaluation, namely: System functionality (System Demonstration)</u>	100	
<u>System Functionality – Additional</u> The compliance of the system functionality will be evaluated based on the response of comply or do not comply. The municipality reserves the right to perform practical tests at a site listed by service provider as proof in criteria 6) Each question in sections 5.1.4 will count 1 point, when calculating		

CRITERIA	MAXIMUM SCORE	POINTS SCORED BY THE BIDDER															
functionality, the count will be express as % compliance. Points will be allocated based on the % compliance as follow: Bidders to present on past system functionality at BEC <table> <tr> <td>Above 90%</td> <td>=</td> <td>60</td> </tr> <tr> <td>80% to 89%</td> <td>=</td> <td>50</td> </tr> <tr> <td>70% to 79%</td> <td>=</td> <td>40</td> </tr> <tr> <td>60% to 69%</td> <td>=</td> <td>30</td> </tr> <tr> <td>= Below 60%</td> <td>=</td> <td>0</td> </tr> </table>	Above 90%	=	60	80% to 89%	=	50	70% to 79%	=	40	60% to 69%	=	30	= Below 60%	=	0		
Above 90%	=	60															
80% to 89%	=	50															
70% to 79%	=	40															
60% to 69%	=	30															
= Below 60%	=	0															
<u>Bidders must achieve a minimum of 70% (42 points) in order to be evaluated further on price and preference points system</u>																	

TOTAL POINTS FOR FUNCTIONALITY SCORING

If the column in the above table with the heading "For proof of compliance provide reference page number" is not completed or the information on the pages referred to in the column is insufficient to substantiate the experience **NO POINTS WILL BE AWARDED.**

1. EXISTENCE OF COMPANY OR LEGACY COMPANIES

To claim points for this criterion, bidders must submit sufficient information as well as documentary proof of:

information on how long the business has been in existence (operating as a going concern) supported by Company or Business registrations documents/ profile.

2. PREVIOUS MUNICIPAL CLIENT LIST/REFERENCES

To claim points for this criterion, bidders must submit a company profile indicating Municipal (Local Government) Experience. To support the local government experience bidders required to provide details of the experience gained by providing clearly indicating the specific experience and the time period relating to that experience.

To claim points for this criterion, bidders must submit a list of all municipal clients, where this kind of service has been delivered within the last **five (05)** years. Bidders must provide a reference letters from a municipality.

3. MUNICIPAL CLIENTS OBTAINING CLEAN AUDIT STATUS ON THE AUDIT OF PRE-DETERMINED OBJECTIVES WHILST USING THE SYSTEM

To claim points for this criterion, bidders must submit the names of the Municipalities and the dates of appointment at the municipality as well as proof that the municipality obtained a clean audit status during the time that the system was operational.

4. QUALIFICATIONS AND LEVEL OF EXPERIENCE OF PROJECT TEAM LEADER

To claim points for this criterion, bidders must submit a complete Curriculum Vitae (CV) stating clearly stating qualifications and experience of project team leader as well as copies of qualifications.

5. SYSTEM FUNCTIONALITY

The compliance of the system functionality will be evaluated based on the response of comply or do not comply. The municipality reserves the right to perform practical tests at a site listed by service provider as proof in criteria 6) **Each question in sections 5.1.4 will count 1 point, when calculating functionality, the count will be expressed as % compliance.**

- The evaluation of functionality regarding a Consortium or Joint venture, Consortium or Joint Venture Agreement must be attached.

Tender Document: Pricing Requirements

PRICING SCHEDULE

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

Systems and hardware required:

The tender prices as follows: (inclusive of VAT)

DESCRIPTION		R		
Program and hardware required setup cost.				
Submit full list with breakdown of cost on all hardware required on separate document				
Set-up costs				
		R		
		Year One	Year Two	Year Three
Electronic organisational performance management system including an electronic system to manage the Service delivery and budget implementation system (SDBIP)				
Electronic individual performance management system for senior management				
Electronic individual performance management system for other staff				
Electronic Compliance Management System				
Compliance in terms of Risk Management				
Total:				
Total over the three year period (Incl VAT)				

Must be tendered as a fixed price from the point of receipt of all the relevant data sources from the municipality during the first year of appointment.

Management and other fees

The prices as follows inclusive of VAT:

		2026/27			2027/2028			2028/29		
Activity	Quantity	Monthly User Fee	Fixed fee per activity	Other (Specify)	Monthly User Fee	Fixed fee per activity	Other (Specify)	Monthly User Fee	Fixed fee per activity	Other (Specify)
Drafting of SDBIP	Fixed Price Per Annum									
Loading the SDBIP	Fixed price per annum									
Assistance with the drafting of										

the TL SDBIP KPI system descriptions										
Mid-year amendments to the SDBIP										
Loading mid-year amendments to the SDBIP										
Loading the Risk Register										
Drafting of Performance Agreements for senior management	Per each agreement as required.									
Assisting with the performance evaluation for senior management, including attending panel meeting										
Assisting with mid-year performance evaluation of senior management performance where the panel is not sitting										

		2026/27			2027/28			2028/29		
Activity	Quantity	Monthly User Fee	Fixed fee per activity	Other (Specify)	Monthly User Fee	Fixed fee per activity	Other (Specify)	Monthly User Fee	Fixed fee per activity	Other (Specify)
Assistance in developing KPA's for each post, including core competencies	Each staff member									
Assistance in compiling electronic Performance Agreements for each post	Each staff member									
Assistance in drafting Performance Plans for all staff excluding senior management	Each staff member									
Annual Report	Fixed fee per annum									
Mid-Year Report	Fixed fee per annum									
SDBIP user	Unit									

subscription fee										
Performance management user fee	Unit									
Compliance subscription user fee	Unit									
Data storage specify and give details on what it entails	Fixed fee per annum									
Audit queries specify and give details on what it entails										

		2026/27			2027/28			2028/29		
Activity	Quantity	Monthly User Fee	Fixed fee per activity	Other (Specify)	Monthly User Fee	Fixed fee per activity	Other (Specify)	Monthly User Fee	Fixed fee per activity	Other (Specify)
Support specify and give detail on what it entails										
Training and facilitate	Unit									
Disbursements specify and give details on what it entails										
Disbursements specify and										

give details on what it entails										
TRAVELLING AND SUBSISTENCE										
Travelling	560 km									
Daily expenses	Per day									
Accommodation per night	Per night									
Other	Flights+									

KNYSNA MUNICIPALITY	
PRICING SCHEDULE for GOODS	
Tender Number:	T 07 of 2026/27
Tender Description:	PROVISION OF WEB-BASED PERFORMANCE MANAGEMENT SYSTEM, COMPLIANCE MANAGEMENT SYSTEM AND PROFESSIONAL SERVICES FOR KNYSNA MUNICIPALITY
TENDER PRICE SUBMISSION	
I / We (full name of Bidder)	
the undersigned in my capacity as	
of the enterprise	
hereby offer to Knysna Municipality to provide the goods as described, in accordance with the specifications and conditions of contract to the entire satisfaction of the Knysna Municipality and subject to the conditions of tender, for the amounts indicated hereunder:	

PRICING SCHEDULE TO FOLLOW:

MBD 3.1

KNYSNA MUNICIPALITY				
PRICING SCHEDULE FOR GOODS				
Tender Number:		T 07 of 2026/27		
Tender Description:		PROVISION OF WEB-BASED PERFORMANCE MANAGEMENT SYSTEM, COMPLIANCE MANAGEMENT SYSTEM AND PROFESSIONAL SERVICES FOR KNYSNA MUNICIPALITY		
Item	Description:	Qty	Tendered Unit Price	TOTAL
1	PROVISION OF WEB-BASED PERFORMANCE MANAGEMENT SYSTEM, COMPLIANCE MANAGEMENT SYSTEM AND PROFESSIONAL SERVICES FOR KNYSNA MUNICIPALITY	1		
Total Cost per Year				
Value-Added-Tax @ 15%				
Total Cost (Incl VAT) Year 1				
Total Cost (Incl VAT) Year 2				
Total Cost (Incl VAT) Year 3				
Total Cost (Incl VAT) Over the three year period				

Signature of Knysna Municipality Officials at Tender Opening	1.
	2.

DECLARATION BY TENDERER			
I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender form and that I / we accept the conditions in all respects.			
I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect domicillium citandi et executandi in the Republic at:			
	Postal Code:		
I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender: that the price quoted cover all the work items specification in the tender documents and that the price cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.			
NAME OF ENTERPRISE:			
NAME (PRINT):			
CAPACITY:		DATE:	
SIGNATURE		WITNESS 1	
		WITNESS 2	

1. CONTRACT FORM - RENDERING OF SERVICES

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.

2. 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 **Knysna Municipality** in accordance with the requirements and specifications stipulated in bid number **T 07 of 2026/27** 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 2022 as amended;
 - 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 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.

CONTRACT FORM - RENDERING OF SERVICES

3. PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity
as.....
accept your bid under reference number **T 07 of 2026/27** 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.
4. I confirm that I am duly authorized to sign this contract.
5. The contract duration will be for a period of 36 months from

to
6. The contract will be governed by the General Conditions of Contract and Special
Conditions of Contract as stipulated in the tender document.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE