



MBD1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE THULAMELA MUNICIPALITY

BID NUMBER:	17/2025/2026A	CLOSING DATE:	01 JULY 2026	CLOSING TIME:	11:00 AM
DESCRIPTION	PROFESSIONAL SERVICE PROVIDER FOR THE DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF THE BUSINESS CONTINUITY MANAGEMENT PLAN (BCMP) FOR A PERIOD OF THREE (3) YEARS				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

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

OLD AGRIVEN BUILDING
THOHOYANDOU
0950

SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

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

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	FINANCE	CONTACT PERSON	MR DAVHANA LG
CONTACT PERSON	MUDZILI TP	TELEPHONE NUMBER	015 962 7731
TELEPHONE NUMBER	015 962 7629	FACSIMILE NUMBER	
FACSIMILE NUMBER	015 962 4020	E-MAIL ADDRESS	davhanalg@thulamela.gov.za
E-MAIL ADDRESS	mudzilitp@thulamela.gov.za		



**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



THULAMELA MUNICIPALITY

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

INVITATION TO BID PROFESSIONAL SERVICE PROVIDER FOR THE DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF THE BUSINESS CONTINUITY MANAGEMENT PLAN (BCMP) FOR A PERIOD OF THREE (3) YEARS

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

Bid Number	Project Description	Non-Refundable Bid Price	Contact Person	Evaluation Criteria
No.:17/2025/2026A	Professional service provider for the development, implementation and maintenance of the business continuity management plan (BCMP) for a period of three (3) years	R4.00 per page or can alternatively be downloaded from Thulamela website (www.thulamela.gov.za) for free	Mr Davhana L.G. (015 962 7731) and/or Mr Mudzili T.P. (015 962 7629)	80/20 preference points system and functionality

Tender documents are obtainable from Procurement Office, Office No. 02 at Thulamela Local Municipality Head Office, during the following times: 08:00 to 15:30 (Monday to Friday) at a Non-refundable bid price of R4.00 per page as from 29 May 2026 to 01 July 2026 or can alternatively be downloaded from Thulamela website (www.thulamela.gov.za) for free. The tenderer(s) should also download SCM forms that are found in the Document SCM-FORMS folder on the website and complete as part of the Bid documents.

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

Interested service providers must attend a compulsory briefing session on 19 June 2026 at 11h00. Location: Thulamela Local Municipality Information Centre Boardroom.

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

- Tax Compliance Status Letter or Tax Compliance Pin Number.
- Company registration documents (e.g., CK).
- Proof of registration on CSD.
- Curriculum Vitae (CVs) of Key Project Team Members
- Organogram of the project team indicating project key personnel
- Bidders must submit proof that municipal rates and taxes for both the company and its director(s) are not in arrears for more than three (3) months, and such proof must not be older than three (3) months from the date of advertisement. Where the business operates from leased premises, a valid lease agreement must be attached. Where a director does not own property or is renting, a valid lease agreement must also be provided. If the bidder resides or operates in an area where municipal services are not billed, an official signed and stamped letter from the relevant local municipality, not older than three (3) months from the date of advertisement, must be submitted confirming that the area is not subject to municipal billing and that the bidder is formally exempted from municipal service charges.
- Company profile.
- List of similar ISO 22301-aligned projects completed by the service provider within the last 10 years with clients contact details, description, and contract values (Attach signed appointment letters, and/or official purchase orders and reference letters with contactable references). NB: The municipality reserves the right to conduct verification with the referred clients of the completed projects. Those with fraudulent confirmation will be disqualified.

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

Functionality Score Table:

EVALUATION CRITERIA	POINTS ALLOCATED
Scope of work	10
Firm's similar experience	20
Firm's references	10
Work plan	10
Certifications	50
TOTAL	100

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

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

Sealed bid documents must be submitted in envelopes clearly indicating "BID NUMBER AND DESCRIPTION" on the outside and must reach the undersigned by depositing it into the official Bid Box at the front of the main entrance to the Civic Centre, by no later than 11H00 on, 01 July 2026

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

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

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

SIGIDI KTM
MUNICIPAL MANAGER



VHEMBE T.V.E.T. COLLEGE

Site no 203, Private Bag X2136, Sibasa, 0970, Limpopo
• Tel: (015) 963 3156 / 963 3657 • Fax: (015) 963 3154
• E-mail: fetcol@mweb.co.za

ERRATUM NOTICE

The Public / Service Providers are hereby notified that Tender Published on Friday 15 May 202 Limpopo Mirror Newspaper. The advertisement for Multiple service providers for Travel Agent w required International Air Transport Association (IATA). The IATA is not compulsory and the Coll will appoint the multiple bidders that have IATA and those that don't have IATA. Bidders who not attend briefing are welcome to buy the document. The new closing date is 02 July 2 time 11H00. Those bidders that have already bought the bid document will be sent a rev copy of the bid document.

Banking on your positive respond.

Kind regards
BR Hlekane
The Principal

NOTICE OF APPLICATION FOR ENVIRONMENTAL AUTHORISATION AND ACCEPTANCE OF A PROSPECTING RIGHT APPLICATION

Notice is hereby given in terms of Regulation 41(2)(c) of the Environmental Impact Assessment Regulations, 2014 (as amended), promulgated under the National Environmental Management Act, 1998 (Act No. 107 of 1998) ("NEMA"). Malashes Safety Consultant (Pty) Ltd has submitted an application for Environmental Authorisation and has receive acceptance of an application for a Prospecting Right in terms of Section 16 of the Mineral and Petroleum Resources Development Act, 2002 (Act No. 28 of 2002) ("MPRDA") from the Department of Mineral Resources and Energy.

Application Reference Number: LP30/5/1/12/16494PR

The application is for the prospecting of:

- Gold Ore

on the farm:

- Jakhalsdraai 102 LS

located within the Magisterial District of Makhado (Vhembe), Limpopo Province.

Interested and Affected Parties (I&APs) are hereby invited to register and participate in the Public Participation Proces

To register as an I&AP and submit comments, please provide your name, contact details, and any comments or concce regarding the proposed project within 30 days from the date of this notice.

All correspondence may be directed to:

Yadah Consulting Pty Ltd
Attention: Ms. T. Magagula
Cell: 073 875 0228/ 013 001 2901
Email: Yadah.consult@gmail.com
Date: 29 May 2026



MAKHADO LOCAL MUNICIPALITY

NOTICE OF THE APPLICATION FOR CONSENT USE IN TERMS OF SECTION 75 OF THE MAKHADO LC MUNICIPALITY SPATIAL PLANNING, LAND DEVELOPMENT AND LAND USE MANAGEMENT BY – LAW 201/ STAND NUMBER 10020 SILOAM VILLAGE FOR THE PURPOSE OF SMALL FREE STANDING AND CONVENIE CENTRE

I, Kamboliwala Noaman Hanifbhai being the owner of Stand number 10020 Siloam Village hereby give notice in I of Section (93) of the Makhado Local Municipality Spatial Planning, Land Development and Land Use Management b 2016, that I have applied for Small Free Standing and Convenience Centre on Stand number 10020 Siloam Village in I of Section (75) Makhado Municipality Spatial Planning, Land Development and Land Use Management By-law 2016 together with the provisions of the Spatial Planning and Land Use Act, 2013 (Act 16 of 2013). Particulars of the applic will lie for inspection during normal office hours (7:00 to 16:00) at the office of the Director Development and Plar Makhado Local Municipality at 83 Krogh Street, Louis Trichardt, 0920 for the period of 30 days from 15 May 2026 objections to or interest in respect of this application must be lodged with or made in writing to the office of the Mun Manger at Private Bag X2596, Makhado, 0920 within a period of 30 days. Applicant Address: Stand no 10020, S Village, 0993, Cell no: 062 456 5257.

NDIVHADZO YA KHUMBELO YO ITWAHO NGA KHETHEKANYO (75) YA MAKHADO LOCAL MUNICIPALITY SPA PLANNING, LAND DEVELOPMENT AND LAND USE MANAGEMENT BY-LAW 2016 ZWITSHI KWAM KHUMBEL ITWAHO KA TSHITSENTSI TSHI DIVHALEYAHOSEA 10020 SILOAM VILLAGE.

Nne, Kamboliwala Noaman Hanifbhai, ane a vha munne wa tshitsentsi no 10020 Siloam Village ndi khou net ndivhadzo uya nga ha khethekanyo (93) ya Makhado Local Municipality Spatial Planning, Land Development and Lanr Management By-law 2016 ya uri huna khumbelo yo litwaho kha masipala wa Makhado ya Small Free Standing and venience Centre kha nomboro ya tshitsentsi 10020 Siloam Village fhasi ha khethekanyo (75) ya Makhado Local Muniici Spatial Planning, Land Development and Land Use Management By-law 2016 I vhaaleho khatshini na mulayo wa S Planning and Land Use Act, 2013 (Act 16 of 2013). Zwidodombedza zwa khumbelo iyi zwi do wanala kha ofisi ya M (Director) Development and Planning: Makhado Local Municipality at number 83 Krogh Street, Louis Trichardt, 0920 Private Bag X2596, Makhado, 0920 lwa maduvha a fururu (30) ubva 15 May 2026. Zwotzwe zwi kwamaho khumb vhangha zwilivhisa kana unwala vha swikisa kha adresi yo bulwaho nga 7:00 u swika 16:00. Diresi: Nomboro ya tshi 10020, Siloam Village, 0993, Cell no: 062 456 5257.

THULAMELA LOCAL MUNICIPALITY, AMENDMENT SCHEME NO: 031/2025

NOTIFICATION OF SUBMISSION OF LAND DEVELOPMENT APPLICATION BY REZONING FROM "RESIDENTIAL 1" "BUSINESS 1" AND THE REMOVAL OF RESTRICTIVE CONDITION TOGETHER WITH THE RELAXATION OF PARKIN SPACE, FOR THE PURPOSE OF ESTABLISHING A SHOP ON ERF 23 THOHYANDOU - P

We, Global Solution Development (Pty) Ltd, being the authorised agent of ERF 23 Thohoyandou-P, hereby give tice that we have lodged an application for the rezoning from "Residential 1" to "Business 1" and the Remov restrictive condition, together with the Relaxation of parking space; in terms of Section 62(1), 63(2), and 74(1) o Thulamela Municipality Spatial Planning and Land Use Management By-Laws 2016, read together with the provi: of the Thulamela Land Use Scheme 2020 and the Spatial Planning and Land Use Management Act 16 of 2013 fo purpose of establishing a shop.

The relevant plan(s), document(s) and information are available for inspection at the office of Senior Manager: Planning and Development, Thulamela Local Municipality, first floor, Thohoyandou f period of 30 days from the 29th of May 2026. Any objection or representation pertaining to the above development application must be submitted in writing to the Municipal Manager, P.O. Box 5066, Thohoyandou, or visit the Thulamela Local Municipality offices at Thohoyandou Civic Centre, Old Agriven Building, Thohoyandou ing office hours from 7h45 to 16h30 Monday to Friday, before the expiry of the 30-day period. Individuals who ca write may also, within the 30-day period, visit the Thulamela Local Municipality offices at the above-stated add where a municipal official will assist to transcribe their comments, objections or representations.

Address of the Applicant: Global Solution Development (Pty) Ltd | P.O. Box 50, Shayandima, 09 076 267 8524 | ryan@gdsdholdings.co.za

MASIPALA WAPO WA THULAMELA, AMENDMENT SCHEME NO: 031/2025

NDIVHADZO YA KHUMBELO YO ITWAHO YA MVELAPHANDA YAU SHANDUKISA KUSHUMISELE KWA MAVU UBVA "RESIDENTIAL 1" UYA KHA "BUSINESS 1" NA U BVISA NYLEDZO I THIVHELALO KUSHUMISELE KWA MAVU KHA NA U FHUNGUDZWA HA THODEA YA FHETHU HAU PAKA.

Rine vha, Global Solution Development (Pty) Ltd, ro imela mune wa Mavru a divheho sa Erf 23 Thohoyandou -P, ri kho divhadza nga ha khumbelo yo itwaho ya shandukisa kushumisele kwa Mavru ubva kha "Residential 1" uya kha "Business 1" bvisa nyledzo i thivhelalo kushumisele kwa mavu khatshini na u fhungudzwa ha thodea ya fhethu hau paka hu tshi khou shi khethekanyo 62(1), 63(2) na 74(1) dza Thulamela Spatial Planning and Land Use Management By-Law, 2016 i vhaaleho kha na Thulamela Land Use Scheme 2020 na mulayo wa Spatial Planning and Land Use Management Act, 16 of 2013 hu itela u vhangela.

Pulane na manwalo a yelanaho na khumbelo yo bulwaho afo ntha zvido wanala kha ofisi ya mulanguni muhulwane wa: Vhu na mveladzo kha luta lwa u thoma kha masipala wapo wa Thulamela, Thohoyandou lwa tshifhinga tshi swikaho madu Fururu (30) u bva nga duxha la vhu 29 la Shundunhute 2026. Arai vha na mbalelo kana u toda u ptesesa mulagana na khou iyi vha nga nwelela mulanguni wa masipala wa Thulamela kha diresi i tvelehlo P.O. Box 5066, Thohoyandou, 0950, kana v marumela ofisini ya zwa vthupalani kha diresi ya Thohoyandou Civic Centre, Old Agriven Building, Thohoyandou nga tshi tsha mushumo u bva nga 7h45 uya kha 16h30 Musumbululo u swika Lavhutanu hu sa athu fetha maduvha a fururu. Vhathu vha sa kone u nwala vha nga dovha hathu, kha tshikhala tsha maduvha a 30, vha diela ofisi dza Masipala Wapo wa Thulamela diresi yo bulwaho afo ntha, hune muofisi wa masipala a go thusa u nwalulula vhuptiwa hawo, mbalelo kana vhuimela i

Diresi ya dzhendzedzi lire mulayoni: Global Solution Development (Pty) Ltd | P.O. Box 50, Shayandima, 0950 | 07 8524 | ryan@gdsdholdings.co.za



THULAMELA LOCAL MUNICIPALITY

INVITATION TO BID

PROFESSIONAL SERVICE PROVIDER FOR THE DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF THE BUSINESS CONTINUITY MANAGEMENT PLAN (BCMP) FOR A PERIOD OF THREE (3) YEARS)

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- ❖ **Tax Compliance Status Letter or Tax Compliance Pin Number.**
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- ❖ **Bidders must submit proof that municipal rates and taxes for both the company and its director(s) are not in arrears for more than three (3) months, and such proof must not be older than three (3) months from the date of advertisement. Where the business operates from leased premises, a valid lease agreement must be attached. Where a director does not own property or is renting, a valid lease agreement must also be provided. If the bidder resides or operates in an area where municipal services are not billed, an official signed and stamped letter from the relevant local municipality, not older than three (3) months from the date of advertisement, must be submitted confirming that the area is not subject to municipal billing and that the bidder is formally exempted from municipal service charges.**
- ❖ **Company profile.**
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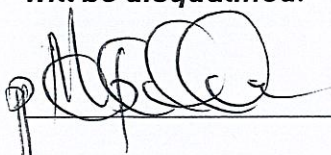
Specific Goals Categories (CSD will be used for verification)	Number of Points (80/20 system)
	20 Points breakdown
1. 100% Black ownership	10
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4. Disability (Medical certificate will be used to verify the disability status of the bidder)	2

Sealed bid documents must be submitted in envelopes clearly indicating **“BID NUMBER AND DESCRIPTION”** on the outside and must reach the undersigned by depositing it into the official Bid Box at the front of the main entrance to the Civic Centre, by no later than **11H00 on, 01 July 2026.**

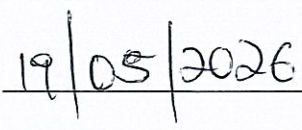
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NB: Bids which are late, incomplete, unsigned, completed by pencil, sent by telegraph, facsimile, electronically (Fax), or E- mail and without the compulsory requirements will be disqualified.



Mr. SIGIDI K.T.M.
MUNICIPAL MANAGER



DATE

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

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

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

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:	.....
-	At:	.....
-	Brand and Model	.....
-	Country of Origin	.....
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	.....
-	Period required for delivery	.....	*Delivery: Firm/Not firm
-	Delivery basis	.....

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

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

*Delete if not applicable

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

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

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

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

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

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

- Required by:
- At:

- Brand and model
- Country of origin

- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery: *Firm/Not firm

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

*Delete if not applicable

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

PRICING SCHEDULE
(Professional Services)

Name of Bidder:.....	Bid Number:
Closing Time:	Closing Date

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

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

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

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

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....

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

.....	R.....	..... days
.....	R.....	..... days
.....	R.....	..... days
.....	R.....	..... days

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

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

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

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

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

TOTAL: R.....

- 6. Period required for commencement with project after acceptance of bid
- 7. Estimated man-days for completion of project
- 8. Are the rates quoted firm for the full period of contract? *YES/ NO.
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.....
.....
.....
.....

*Delete if not applicable

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

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

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

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

3.9.1 If yes, furnish particulars.....
.....

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

3.10.1 If yes, furnish particulars.
.....
.....

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

3.11.1 If yes, furnish particulars
.....
.....

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

3.12.1 If yes, furnish particulars.
.....
.....

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

3.13.1 If yes, furnish particulars.
.....
.....

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

3.14.1 If yes, furnish particulars:
.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

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

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

.....
.....

NO

*YES /

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

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

2.2 If yes, provide particulars.

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

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

* Delete if not applicable

*YES / NO

such contract?

3.1 If yes, furnish particulars

.....
.....

*YES / NO

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

*YES / NO

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**
(delete whichever is not applicable for this tender).

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

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

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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.)

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	..... ..... ..... .....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (I) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of Interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (II) General Conditions of Contract; and
 - (III) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....
2	.....
DATE:	

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

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

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

SIGNED AT ON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... In accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of Interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....
2	.....
DATE:	.....

CONTRACT FORM - RENDERING OF SERVICES
PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

CONTRACT FORM - SALE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Declaration of Interest;
 - Declaration of Bidder's past SCM practices;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....
2	.....
DATE:	.....

CONTRACT FORM - SALE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE SELLER)

1. I..... In my capacity as.....
accept your bid under reference numberdated.....for the purchase of
goods/works indicated hereunder and/or further specified in the annexure(s).
2. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN
MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	<p>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?</p> <p>(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).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

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

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

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

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

MBD 9

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js9141w 4

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions
1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the

supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information inspection

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

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

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size

weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

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

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

14. Spare parts

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.
- 17. Prices** 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
- 18. Variation orders** 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
- 19. Assignment** 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts** 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance** 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

THE NATIONAL TREASURY: Republic of South Africa

- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7 . If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

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

28. Limitation of Liability

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
- 33. Transfer of contracts** 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser
- 34. Amendment of contracts** 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
- 35. Prohibition of restrictive practices** 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 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.



TERMS OF REFERENCE (TOR)

DESCRIPTION: PROFESSIONAL SERVICE PROVIDER THE DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF THE BUSINESS CONTINUITY MANAGEMENT PLAN (BCMP) FOR A PERIOD OF THREE (3) YEARS

1. Background

Thulamela Local Municipality (TLM) has a statutory obligation to ensure the continuous and sustainable delivery of essential municipal services, even during periods of disruption, crisis, or disaster. To strengthen its organisational resilience and comply with national governance, risk, and compliance standards, the municipality intends to adopt a modern, technology-enabled approach to Business Continuity Management (BCM).

In pursuit of this objective, TLM seeks to appoint a qualified and experienced service provider to supply, configure, and implement an **Integrated Business Continuity Management (BCM) Platform**. The solution must support end-to-end development, management, and maintenance of the Municipal Business Continuity Plan (BCP), including:

- Conducting a comprehensive **Business Impact Analysis (BIA)** across all municipal departments.
- Developing and updating departmental and municipal-wide **continuity plans, policies, and procedures**.
- Providing tools for **testing, simulation, and continuous improvement** of the BCP.
- Enabling seamless integration with other critical municipal functions such as **Risk Management, Strategic Planning, Compliance Management, Incident and Crisis Response, and Disaster Recovery**.

The implementation of this platform is expected to enhance TLM's capacity to safeguard service delivery, minimise operational downtime, improve decision-making during crises, and ensure compliance with relevant legislative and

BID NUMBER 17/2025/2026A: PROFESSIONAL SERVICE PROVIDER THE DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF THE BUSINESS CONTINUITY MANAGEMENT PLAN (BCMP) FOR A PERIOD OF THREE (3) YEARS

regulatory frameworks, including MFMA, National Treasury Guidelines, ISO 22301, and municipal risk management standards.

2. Scope of Work

The appointed service provider will be required to deliver a comprehensive, technology-enabled Business Continuity Management (BCM) solution through a phased implementation approach. The work shall include the provision, configuration, and implementation of an Integrated Business Continuity Management Platform, as well as the development of all related Business Continuity Plans (BCPs), policies, and training interventions.

2.1 Phase 1 – Inception & Planning

The service provider shall:

- a) Conduct an inception meeting with Thulamela Local Municipality (TLM) to confirm the project scope, timelines, milestones, implementation methodology, and key deliverables.
- b) Develop and submit a detailed Project & Implementation Plan covering:
 - Project governance structure
 - Roles and responsibilities
 - Key milestones and dependencies
 - System configuration approach
 - Training programme
 - Reporting schedule

2.2 Phase 2 – Platform Provision and Configuration

The service provider must supply, configure, and implement an Integrated Business Continuity Management Platform that meets the following minimum requirements:

a) Business Continuity Plan (BCP) Lifecycle Support

- i) Supports full BCP lifecycle processes including creation, review, update, approval, version control, and publishing.

b) Business Impact Analysis (BIA) Functionality

ii) Provides structured BIA tools enabling:

- Comprehensive data capture
- Prioritisation of critical services and processes
- Automated reporting and dashboards

c) Mandatory Integrations

The BCM Platform must integrate seamlessly with key organisational systems, including:

1. **Enterprise Risk Management** (risk registers, risk ratings, treatment plans etc)
2. **Strategy Management** (alignment of continuity objectives with strategic outcomes)
3. **Compliance Management** (ISO 22301, Disaster Management Act, MFMA, Municipal Systems Act, POPIA)
4. **Incident Management** (capturing, monitoring, analysing, and closing incidents; identifying root causes)
5. **Crisis Communication Tools**, including:
 - Real-time alerts
 - SMS notifications
 - Email triggers
 - In-platform emergency announcements

d) Platform Features & Capabilities

The BCM Platform must:

6. Provide embedded dashboards, analytics, and real-time reporting for executives, management, and operational departments.
7. Include emergency notification functions to alert relevant personnel during incident escalation or plan activation.
8. Support continuity of operations workflows to ensure uninterrupted service during disruptions.
9. Enable crisis coordination with task assignment, escalation paths, responsibilities, and team collaboration tools.
10. Maintain a comprehensive audit trail of all activities, including version control for plans and changes.
11. Provide offline access to approved continuity plans for designated officials during network or power outages.
12. Facilitate testing, drills, simulation exercises, and automatically record results and improvement actions.

13. Support supply-chain continuity by mapping suppliers, dependencies, vulnerabilities, and vendor-specific recovery requirements.

2.3 Phase 3 – Development of BCP and Related Plans via the Platform

The service provider shall develop and/or update all municipal continuity plans using the BCM Platform as follows:

a) Business Impact Analysis (BIA)

- i) Conduct a full municipality-wide BIA using the platform's structured tools.
- ii) Identify and prioritise all critical functions, services, systems, assets, dependencies, and resource requirements.

b) Policy and Plan Development

- iii) Develop a comprehensive **Institutional Business Continuity Management Policy**.
- iv) Develop a fully aligned Municipal **Business Continuity Plan (BCP)** in accordance with ISO 22301 and BCM best practices.

c) Development of Supporting Plans

v) Produce the following continuity-related plans within the platform:

1. **Crisis Communication Plan**
2. **ICT Disaster Recovery Plan (ICT-DRP)**
3. **Emergency Response Plan**
4. **Departmental Continuity Plans** for all municipal departments
5. **Resource Mobilisation & Logistics Plan** (including alternate sites, equipment, and staffing arrangements)

2.4 Phase 4 – Training and Capacity Building

The service provider will ensure effective municipal adoption and utilisation of the BCM Platform by providing:

- i) Administrator, super-user, and general end-user training sessions covering all platform functionalities.
- ii) BCP Awareness Workshops conducted **annually** for management and operational staff.
- iii) Facilitation of at least one BCM simulation exercise using the platform to test:

- Plan activation
- Crisis communication
- Departmental readiness
- Response coordination
- Incident escalation workflows

2.5 Phase 5 – Support and Maintenance

The service provider shall provide comprehensive technical support and system maintenance throughout the duration of the contract. This includes:

i) Ongoing Support and Maintenance

- Provision of helpdesk and technical support services (email, phone, remote, or onsite as required).
- Troubleshooting and system issue resolution according to agreed Service Level Agreements (SLAs).
- Ensuring system availability and uptime for all authorised users.

ii) Regular Software Updates and Security Patches

- Deployment of periodic platform enhancements, upgrades, and new functional features.
- Application of security patches, vulnerability fixes, and performance improvements.
- Continuous monitoring to ensure compliance with POPIA, ISO 27001, and cybersecurity best practices.

2.6 Phase 6 – Finalisation & Handover

At the conclusion of the project implementation, the service provider shall deliver:

i) Final Approved BCP and Related Plans

- All Business Continuity Plans (BCPs), policies, departmental continuity plans, and related documents must be fully approved, finalised, and implemented within the BCM Platform.

ii) Handover Package

- Complete training materials, including presentations, workshop handouts, training videos (if applicable), and attendance registers.
- Comprehensive User Manuals and Administrator Guides detailing platform operation, maintenance procedures, and BCM update cycles.

3. Deliverables

The appointed service provider must provide the following deliverables:

- a) A fully implemented, functional, and configured **Integrated Business Continuity Management (BCM) Platform**.
- b) A completed, municipality-wide **Business Impact Analysis (BIA) Report**, generated and stored within the platform.
- c) A comprehensive **Municipal Business Continuity Plan (BCP)** created within the platform.
- d) All supporting plans (e.g., Crisis Communication Plan, ICT-DRP, Departmental Plans, Emergency Response Plans) developed and stored within the platform.
- e) Awareness and training materials, including presentations, manuals, and session attendance records.
- f) A full **Simulation/Exercise Report**, outlining results, gaps, and improvement actions.
- g) **User Manuals and Administrator Guides** for ongoing municipal use.
- h) A signed **Support and Maintenance Agreement** with clear SLAs for the contract period.

4. Minimum Requirements for the Service Provider

To be considered for this project, bidders must meet the following minimum conditions:

- a) **Relevant Project Experience (ISO 22301-Aligned)**
 - Provide a list of completed projects delivered within the **last 10 years (from December 2014 to date)** involving Business Continuity Management Systems aligned to ISO 22301.
 - The list must include:
 - Client name
 - Project description and scope
 - Contract value
 - Contactable client references
 - Attach supporting documents as proof, such as:
 - Signed appointment letters
 - Official purchase orders

- Reference letters on client letterheads
NB: The municipality reserves the right to verify all submitted references. Any fraudulent reference or misrepresentation will result in automatic disqualification.

b) Minimum Reference Requirements

- Provide **at least two (2) contactable references** for similar BCM or ISO 22301-aligned projects.
- Each reference must contain:
 - Contact person
 - Contact number and/or email
 - Summary of the work delivered

5. Applicable Standards & Compliance Requirements

The BCM Platform and all related processes must comply with, or be aligned to, the following legislation, standards, and frameworks:

- a) **ISO 22301: Business Continuity Management Systems (BCMS)** – International standard for BCM implementation.
- b) **Disaster Management Act (Act 57 of 2002)** – Requirements for integrated disaster risk reduction and response.
- c) **Municipal Finance Management Act (MFMA) and National Treasury Regulations** – Governance, accountability, and risk management requirements.
- d) **Local Government: Municipal Systems Act (MSA)** – Service delivery and organisational performance requirements.
- e) **POPI Act (Act 4 of 2013)** – Protection of personal information within the platform.
- f) **ISO 27001** – Information Security Management requirements.
- g) **Municipal Risk Management Frameworks** – Alignment with TLM’s Enterprise Risk Management processes.
- h) **Any other applicable national, provincial, or municipal standards or guidelines.**

6. Project Duration

The overall project, including inception, platform configuration, Business Impact Analysis (BIA), development of all plans, training, simulation exercises, support, and maintenance, must be completed within a period of **three (3) years** from the date of

appointment.

This duration covers:

- Phase 1: Inception & Planning
- Phase 2: Platform Provision & Configuration
- Phase 3: BIA and BCP Development
- Phase 4: Training & Capacity Building
- Phase 5: Support & Maintenance
- Phase 6: Finalisation & Handover

The service provider must adhere to the approved project implementation plan and report progress through scheduled meetings.

7. Evaluation Criteria

Bids will be evaluated in accordance with Thulamela Local Municipality's SCM Policy, the Preferential Procurement Policy Framework Act (PPPFA), and the Preferential Procurement Regulations using the **80/20 preference point system**.

The evaluation will consist of three stages:

7.1 Stage 1: Functionality Evaluation (Non-Price Criteria)

Functionality will be assessed based on the following aspects:

a) Relevant Experience

- Experience in implementing ISO 22301-aligned BCM solutions, BCM platforms, ICT-DRP, and municipal/government continuity systems.

b) Methodology and Approach

- Detailed project implementation plan, methodology, work breakdown structure, and timelines.
- Understanding of municipal operational environments and continuity requirements.

c) Technical Capability of Proposed Platform

- Compliance with ISO 22301, Disaster Management Act, MFMA, POPIA, and cybersecurity standards.

- Integration capabilities with risk, strategy, compliance, ICT DRP, and incident management systems.
- Full lifecycle BCM functionality: BIA, BCP development, testing, crisis communications, dashboards, audit trails, offline capability, etc.

d) Team Competence and Qualifications

- BCM-certified professionals (ISO 22301 Lead Implementer/Auditor).
- Project management expertise (PMBOK, PRINCE2).
- ICT and cybersecurity qualifications (TOGAF, CISA, CEH, CISM).
- Experience of key personnel on similar municipal projects.

NB: Only bidders who score the minimum threshold (usually 70% or as approved by the BSC) on Functionality will proceed to the next stage.

7.2 Stage 2: Price Evaluation

Bids meeting the functionality threshold will be scored according to the 80/20 Preference Point System:

- **80 points** for Price
- **20 points** for Specific Goals

7.3 Stage 3: Specific Goals

Points will be allocated as per the municipality’s approved Specific Goal criteria, which may include (but are not limited to):

- Youth-owned businesses
- Women-owned businesses
- People living with disabilities

Municipal SCM will apply the approved scoring as per the PPPFA Regulations.

8. Submission Requirements

To be considered responsive, bidders must submit the following documentation:

a) Company Profile and Proof of Relevant Experience

- Detailed company information
- A list of similar ISO 22301-aligned projects completed

BID NUMBER 17/2025/2026A: PROFESSIONAL SERVICE PROVIDER THE DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF THE BUSINESS CONTINUITY MANAGEMENT PLAN (BCMP) FOR A PERIOD OF THREE (3) YEARS)

- Supporting documents: appointment letters, purchase orders, reference letters

b) Detailed Project Methodology

- Platform solution overview
- Architecture description and integration capabilities
- Implementation plan with timelines, phases, and milestones
- Risk management and quality assurance approach

c) Curriculum Vitae (CVs) of Key Project Team Members

- BCM specialists, project managers, ICT specialists, disaster recovery professionals, etc.
- Each CV must highlight relevant experience and project roles.

d) Proof of Qualifications and Certifications (Copies must be attached)

- ISO 22301 (Lead Auditor/Lead Implementer)
- PRINCE2 / PMBOK Project Management certification
- TOGAF (for enterprise architecture)
- CISA / CEH / CISM (for IT governance, security, and cyber resilience)
- Any other relevant BCM, DRP, and ICT qualifications

e) Minimum of two (2) Contactable References for Similar Work Done

- References must include project scope, value, contact details, and outcomes.

f) Compliance Documentation

- Valid Tax Clearance Certificate / PIN
- Proof of CSD Registration
- Municipal Rates & Taxes (not in arrears for more than 90 days)
- Joint Venture Agreement (if applicable)
- Any other relevant statutory compliance documents requested by SCM.

PROFESSIONAL SERVICE PROVIDER THE DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF THE BUSINESS CONTINUITY MANAGEMENT PLAN (BCP)FOR A PERIOD OF THREE (3) YEARS)

Item	Description	Unit Price	Total Price
Phase 1 & Inception Planning	<ul style="list-style-type: none"> i) Conduct an inception meeting to agree on timelines, deliverables, and platform requirements. ii) Develop and submit a detailed project and implementation plan. 		
Phase 2 – Platform Provision and Configuration	<p>The service provider must supply a Business Continuity Management Platform that:</p> <ul style="list-style-type: none"> iii) Supports the full BCP lifecycle: creation, review, approval, and publishing of the Business Continuity Plan. iv) Enables Business Impact Analysis (BIA) with structured data capture, prioritisation of critical services, and automated reporting. Integrates seamlessly with: <ul style="list-style-type: none"> (1) Enterprise Risk Management (risk register and treatment plans) (2) Strategy Management (linking continuity objectives to strategic goals) (3) Compliance Management (alignment with ISO 22301, Disaster Management Act, MFMA, and other applicable legislation) (4) Incident Management (capturing, analysing, and closing incidents; preventing recurrence) (5) Crisis Communication (real-time alerts and emergency notifications via SMS, email, and in-platform prompts) 		

	<p>(6) Provides data-rich dashboards and analytics for executives and operational teams, with real-time monitoring of continuity status and incident responses.</p> <p>(7) Includes emergency notification functionality to automatically alert relevant personnel during plan activation or incident escalation.</p> <p>(8) Supports continuity of operations workflows, ensuring uninterrupted service during disruptions.</p> <p>(9) Enables crisis control with multi-user coordination, task tracking, and escalation management.</p> <p>(10) Provides version control and a full audit trail for all plans and changes.</p> <p>(11) Allows offline access to continuity plans for critical personnel during network outages.</p> <p>(12) Facilitates testing, exercises, and simulations within the platform, with results automatically logged for improvement tracking.</p> <p>(13) Supports supply chain continuity by mapping and managing supplier risks and dependencies.</p>		
<p>Phase 3 Development of BCP and Related Plans via the Platform</p>	<p>v) Conduct a municipality-wide Business Impact Analysis (BIA) within the platform.</p> <p>vi) Identify and prioritise critical functions, services, and assets.</p> <p>vii) Develop a comprehensive institutional Business Continuity Management Policy.</p> <p>viii) Develop a comprehensive BCMP in alignment with ISO 22301.</p>		

	<p>ix) Produce the following related plans within the platform:</p> <p>(1) Crisis Communication Plan</p> <p>(2) ICT Disaster Recovery Plan</p> <p>(3) Emergency Response Plan</p> <p>(4) Departmental Continuity Plans</p> <p>(5) Resource Mobilisation & Logistics Plan</p>		
Phase 4 - Training and Capacity	<p>x) Provide administrator and end-user training on the platform.</p> <p>xi) Conduct BCP awareness workshops.</p> <p>Facilitate simulation exercise using the platform to test activation and response.</p>		
Phase 5 - Support and	<p>xii) Support and maintenance for the duration of the contract.</p> <p>xiii) Ensure regular software updates and security patches.</p>		
Phase 6 - Finalisation & Handover	<p>xiv) Deliver final approved BCP and related plans fully configured in the platform.</p> <p>xv) Provide all training materials, user manuals, and administrator guides.</p>		
2) Deliverables	<p>The Municipality is expecting to receive the following:</p> <ul style="list-style-type: none"> ✓ Business Continuity Management Gap analysis report (Findings per area). ✓ Business Continuity Management policy and procedures. ✓ Business Continuity Strategy with implementation plan ✓ Proper Budgets Costing for full implementation of the strategy. 		

	<ul style="list-style-type: none"> ✓ Road Map to deal with Business Continuity Management (Costed) 		
3 Year Expectations	<p>The Municipality is expecting the following over the 3 years:</p> <ul style="list-style-type: none"> ✓ 1x Implemented Comprehensive BCM solution for identified Users ✓ 1x Business Impact Analysis Report for the entire Municipality on the platform ✓ 1x Business continuity Implementation management system ✓ 1x Development of all BCM Plans on the platform ✓ 1x Disaster Recovery Plan on the platform 		
Skills Transfer	<ul style="list-style-type: none"> ✓ Provide administrator and end-user training on the platform. ✓ Conduct BCP awareness workshops. ✓ Facilitate simulation exercise using the platform to test activation and response. 		

TECHNICAL EVALUATION CRITERIA

Items	Evaluation Report	Description	Points Allocations – Details Description	Ratings	Weight
1.	Scope of work	The bidder must provide a detailed framework/s to be used to perform the BCM.	No framework provided.	0	10
			Framework provided; scope is partially covered, and the TLM will assess the quality of the solution provided.	05	
			Framework provided; scope is fully covered, and the TLM will assess the quality of the solution provided.	10	
2.	Experience	Profile of the bidder, including experience of the bidder in providing similar services to government institutions with a minimum of 3 years' experience in Business Continuity Planning.	2x Appointment and Reference letters for Business Continuity Management (BCM) up to R500K + all 2 (2.5 per letter)	5	20
			2x Appointment and Reference letters for Business Continuity Management (BCM) between R500K and R800K + all 2 (5 per letter)	10	
			2x Appointment and Reference letters for Business Continuity Management (BCM) from R800 up wards all 2 (10 per letter)	20	
3.	References	Bidder MUST be able to deploy a Managed Business Continuity Management (BCM) for a government institution, so bidder should be in a position to provide proof of managed Business Continuity Management (BCM) deployed, with letters on a client letterhead signed, indicating the scope of work not older than five years and must	No reference letters attached.	0	10
			One letter = 5 points (5 points per letter).	5	
			Two letters or more = 10 points (5 points per letter).	10	

BID NUMBER 17/2025/2026A: PROFESSIONAL SERVICE PROVIDER THE DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF THE BUSINESS CONTINUITY MANAGEMENT PLAN (BCMP) FOR A PERIOD OF THREE (3) YEARS

		have contactable references and a report proof from government institution solution.			
4.	Work plan	Detailed plan provided. The plan details how the proposed solution will be implemented and covers all proposals and provides timelines. TLM will assess the quality of the plan provided, including Road Map and Business Continuity Management (BCM) Strategy.	No plan provided. The plan partially addresses the scope of how to deliver the TOR and will be implemented within 3 months. TLM will assess the quality of the plan provided. The plan fully details the proposed solution within 3 months and covers the scope of how to deliver the three-year TOR. TLM will assess the quality of the plan provided.	0 01 - 05 06 - 10	10
5.	Certifications (All the certifications should be certified as a duplicate of the primary certification to guarantee its authenticity. Failure to submit certified certificates	Provide certifications of resources who will be responsible for the proposed solution e.g., ISO 27001:2013 (Information Security Management Systems) ISO 9001:2015 (Quality Management Systems) ISO 22301:2019 (Business Continuity Management Systems) Certified Information Security Manager (CISM) certification, Certified Information Systems Auditor (CISA) certification, Certified in Risk and Information Systems Control (CRISC) certification, Certified Ethical Hacker (CEH); CompTIA Security* Certification, CompTIA Advanced Security Practitioner (CASP+) Certified Information Systems	No proof submitted. Certified Ethical Hacker (CEH) Certified Certificates provided, meeting the proposed solution with at least two certifications related to Cybersecurity. (5 points per certificate) ISO 27001:2013 (Information Security Management Systems) ISO 9001:2015 (Quality Management Systems) ISO 22301:2019 (Business Continuity Management Systems) (10 points per certificate)	0 10 10 30	50

BID NUMBER 17/2025/2026A: PROFESSIONAL SERVICE PROVIDER THE DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF THE BUSINESS CONTINUITY MANAGEMENT PLAN (BCMP) FOR A PERIOD OF THREE (3) YEARS

	will lead to a score of zero)	Security Professional (CISSP), Systems Security Certified Practitioner (SSCP). Global Information Assurance Certification (GIAC)			
Total Score					100
Minimum Qualifying Score					70

BID NUMBER 17/2025/2026A: PROFESSIONAL SERVICE PROVIDER THE DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF THE BUSINESS CONTINUITY MANAGEMENT PLAN (BCMP) FOR A PERIOD OF THREE (3) YEARS)

The following is a statement of similar work executed by the company/ies in the last ten (10) years:

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